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# Memorandum

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*To:* Mayor and Members of City Council  
*cc:* City Manager, Interim Finance Director, City Law Director  
*From:* Roxanne  
*Regarding:* General Information  
*Date:* February 15, 2019

## CALENDAR

AGENDA - City Council @7:00 pm

### C. APPROVAL of MINUTES:

February 04, 2019 Regular Council Meeting Minutes

### G. INTRODUCTION of NEW ORDINANCES and RESOLUTIONS

1. **Resolution No. 012-19**, a Resolution Authorizing the Expenditure of Funds over Twenty-Five Thousand Dollars (\$25,000.00) for the Purpose of Implementation of a GIS System, and to Sole Source said Implementation to Stantec Consulting Services, Inc.; and Declaring an Emergency.
2. **Ordinance No. 013-19**, an Ordinance Amending Ordinance No.(s) 057-18 and 075-18 regarding Employment Status of the Napoleon Municipal Court Chief Probation Officer in and for the Year 2019; and Declaring an Emergency. (*Suspension Requested*)
3. **Ordinance No. 014-19**, an Ordinance Authorizing a Pay Increase for the City of Napoleon, Ohio Law Director; and Declaring an Emergency. (*Suspension Requested*)
4. **Ordinance No. 015-19**, an Ordinance Authorizing a Pay Increase for the City of Napoleon, Ohio City Manager; and Declaring an Emergency. (*Suspension Requested*)
5. **Resolution No. 016-19**, a Resolution Authorizing the City Manager to Execute any and all Documents Necessary to Accept a Fiscal Year 2019 JAG LE Grant from the Office of Criminal Justice Services; and Declaring an Emergency.
6. **Ordinance No. 017-19**, an Ordinance Creating the Non-Bargaining Position of Assistant Water Superintendent for the Water Treatment Plant of the City of Napoleon, Ohio, and Amending Ordinance No. 075-18; and Declaring an Emergency.

### H. SECOND READINGS of ORDINANCES and RESOLUTIONS - None

### I. THIRD READINGS of ORDINANCES and RESOLUTIONS

1. **Resolution No. 002-19**, a Resolution Authorizing the Approval and Execution of an Operations and Maintenance Services Agreement between the City of Napoleon, Ohio and American Municipal Power Inc.
  - a. A draft copy of the O&M Agreement is attached to the Resolution.
2. **Resolution No. 003-19**, a Resolution Authorizing the City Manager for the City of Napoleon, Ohio to Complete all Acts Necessary for the Sale of Certain Property Owned by the City of Napoleon, Ohio, to the Napoleon Area Schools, to wit: Recording Equipment Previously Used to Fulfill the NCTV Contract between the City and Napoleon Area Schools; and Declaring an Emergency.

3. **Resolution No. 004-19**, a Resolution Authorizing a Community Reinvestment Area (CRA) Agreement between the City of Napoleon, Ohio, and JanMar Properties, LLC within Napoleon CRA #6; and Declaring an Emergency.
4. **Resolution No. 005-19**, a Resolution Authorizing a Community Reinvestment Area (CRA) Agreement between the City of Napoleon, Ohio, and MSG Investments, LTD. within Napoleon CRA #6; and Declaring an Emergency.
5. **Resolution No. 006-19**, a Resolution Authorizing a Community Reinvestment Area (CRA) Agreement between the City of Napoleon, Ohio, and Ridi Reio LLC within Napoleon CRA #7; and Declaring an Emergency.

**J. THIRD READING of ORDINANCES and RESOLUTIONS - NONE**

**K. GOOD of the CITY (Discussion/Action):**

1. *Discussion/Action:* Approval of the **Power Supply Cost Adjustment Factor for February 2019** as three month averaged factor \$0.02203; JV2 \$0.029531 and JV5 \$0.029531.
2. *Discussion/Action:* on **Clairmont Avenue**.
  - a. Included in the packet is the correspondence between Dr. Fogo and Joel.
3. *Discussion/Action:* Approval of Plans and Specifications for the **2019 Miscellaneous Street Improvements Project**.
  - a. The enclosed Memorandum from Chad gives the streets included in the project and the engineer's cost estimate.
4. *Discussion/Action:* Approval of Specifications for Purchase of an **Electric Vehicle**.
  - a. Attached is a copy of the electric vehicle specs for the Electric Department.

**INFORMATIONAL ITEMS**

1. **AGENDA** – Tree Commission – Monday, February 18<sup>th</sup> at 6:00 pm
2. **CANCELLATION** – Parks and Rec Committee
3. **AMP Weekly Newsletter** – February 8, 2019

Records Retention - CM-11 - 2 Years

## February 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2 Groundhog Day
3	4 6:15 pm Technology Committee 7:00 pm City Council	5	6 4:30 pm Special Civil Service Commission	7 5:15 pm Personnel Committee	8	9
10 7:00 am - 1:00 pm Fire Department ANNUAL PANCAKE BREAKFAST	11 6:15 pm Electric Comm. 6:15 pm BOPA 7:00 pm Water/Sewer 7:30 pm Municipal Properties	12	13	14	15	16 8:30 am Personnel Committee
17	18 6:00 pm Tree Comm. 7:00 pm City Council	19	20	21	22	23
24	25 6:30 pm Finance & Budget Committee 7:30 pm Safety & HR with Townships and HCSJAD	26 4:30 pm Civil Service	27 6:30 pm Parks & Rec Board	28	1 MARCH	2 MARCH
APPA Legislative Rally, Washington, DC February 24-27, 2019						10:00 am Special Civil Service Commission

## CITY COUNCIL

### MEETING AGENDA

**Monday, February 18, 2019 at 7:00 pm**

LOCATION: Council Chambers, 255 West Riverview Avenue, Napoleon, Ohio

**A. Attendance** (Noted by the Clerk)

**B. Prayer and Pledge of Allegiance**

**C. Approval of Minutes** *(in the absence of any objections or corrections, the minutes shall stand approved)*

1. February 04, 2019 Council Meeting Minutes.

**D. Citizen Communication**

**E. Reports from Council Committees**

1. **Personnel Committee** met on February 7, 2019 and February 16, 2019;
  - a. to consider the appointment or employment of a public employee or official.
2. **Electric Committee** met on February 11, 2019; and
  - a. Approved the PSCAF for February.
  - b. Tabled Discussion on Mutual Aid to the Navajo Nation.
3. **Water, Sewer, Refuse and Recycling Committee** met on February 11, 2019; and
  - a. Was updated on (i) Solids Management at the Water Treatment and Wastewater Treatment Plants and (ii) on the waterline for the Second River Bridge.
4. **Municipal Properties, Building, Land Use and Economic Development Committee** met on February 11, 2019; and
  - a. Referred Clairmont Avenue to City Council,
  - b. Did the quarterly review for NORA, and
  - c. Recommended *Review of the Sign Code* be sent to City Council as a Discussion/Action agenda item for the March 4, 2019 City Council meeting.
5. **Parks and Rec Committee** did not meet tonight due to lack of agenda items.

**F. Reports from Other Committees, Commissions and Boards** *(Informational Only-Not Read)*

1. **Board of Zoning Appeals** did not meet on February 12, 2019 due to lack of agenda items.
2. **Planning Commission** did not meet on February 12, 2019 due to lack of agenda items.

**G. Introduction of New Ordinances and Resolutions**

1. **Resolution No. 012-19**, a Resolution Authorizing the Expenditure of Funds over Twenty-Five Thousand Dollars (\$25,000.00) for the Purpose of Implementation of a GIS System, and to Sole Source said Implementation to Stantec Consulting Services, Inc.; and Declaring an Emergency.
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6. **Ordinance No. 017-19**, an Ordinance Creating the Non-Bargaining Position of Assistant Water Superintendent for the Water Treatment Plant of the City of Napoleon, Ohio, and Amending Ordinance No. 075-18; and Declaring an Emergency.

**H. Second Readings of Ordinances and Resolutions** - None



## I. Third Readings of Ordinances and Resolutions

1. **Resolution No. 002-19**, a Resolution Authorizing the Approval and Execution of an Operations and Maintenance Services Agreement between the City of Napoleon, Ohio and American Municipal Power, Inc.
2. **Resolution No. 003-19**, a Resolution Authorizing the City Manager for the City of Napoleon, Ohio to Complete all Acts Necessary for the Sale of Certain Property Owned by the City of Napoleon, Ohio, to the Napoleon Area City Schools, to wit: Recording Equipment Previously Used to Fulfill the NCTV Contract between the City and Napoleon Area Schools; and Declaring an Emergency.
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4. **Resolution No. 005-19**, a Resolution Authorizing a Community Reinvestment Area (CRA) Agreement between the City of Napoleon, Ohio, and MSG Investments, LTD. within Napoleon CRA #6; and Declaring an Emergency.
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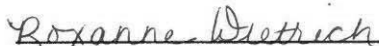
## J. Good of the City (Any other business as may properly come before Council, including but not limited to):

1. **Discussion/Action:** Approval of the Power Supply Cost Adjustment Factor for February 2019 as three month averaged factor \$0.02203; JV2 \$0.029531 and JV5 \$0.029531.
2. **Discussion/Action:** on Clairmont Avenue.
3. **Discussion/Action:** Approval of Plans and Specifications for the 2019 Miscellaneous Street Improvements Project.
4. **Discussion/Action:** Approval of Specifications for Purchase of an Electric Vehicle.

## K. Executive Session. *(as needed)*

## L. Approve Payment of Bills and Approve Financial Reports. *(In the absence of any objections or corrections, the payment of bills and financial reports shall stand approved.)*

## M. Adjournment.

  
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Roxanne Dietrich  
Interim Clerk of Council

**A. ITEMS REFERRED OR PENDING IN COMMITTEES OF COUNCIL**

1. **Technology & Communication Committee (1<sup>st</sup> Monday)**  
(Next Regular Meeting: Monday, March 4, 2019 @6:15 pm)
2. **Electric Committee (2<sup>nd</sup> Monday)**  
(Next Regular Meeting: Monday, March 11, 2019 @6:15 pm)
  - a. Review of Power Supply Cost Adjustment Factor for March 2019
  - b. Discussion on Mutual Aid to the Navajo Nation. (Tabled)
  - c. Electric Department Report.
3. **Water, Sewer, Refuse, Recycling & Litter Committee (2<sup>nd</sup> Monday)**  
(Next Regular Meeting: Monday, March 11, 2019 @7:00 pm)
4. **Municipal Properties, Buildings, Land Use & Economic Development Committee (2<sup>nd</sup> Monday)**  
(Next Regular Meeting: Monday, March 11, 2019 @7:30 pm)
5. **Parks & Recreation Committee (3<sup>rd</sup> Monday)**  
(Next Regular Meeting: Monday, March 18, 2019 @6:00 pm)
6. **Finance & Budget Committee (4<sup>th</sup> Monday)**  
(Next Regular Meeting: Monday, February 25, 2019 @6:30 pm)
7. **Safety & Human Resources Committee (4<sup>th</sup> Monday)**  
(Next Regular Meeting: Monday, February 25, 2019 @7:30 pm-joint mtg with Twps, HCSJAD and Village of Florida)
  - a. Review EMS Costs and Revenues.
8. **Personnel Committee (as needed)**

**B. Items Referred or Pending in Other City Committees, Commissions & Boards**

1. **Board of Public Affairs (2<sup>nd</sup> Monday)**  
(Next Regular Meeting: Monday, March 11, 2019 @6:15 pm)
  - a. Review of Power Supply Cost Adjustment Factor for March 2019
  - b. Discussion on Mutual Aid to the Navajo Nation. (Tabled)
  - c. Electric Department Report
2. **Board of Zoning Appeals (2<sup>nd</sup> Tuesday)**  
(Next Regular Meeting: Tuesday, March 12, 2019 @4:30 pm)
3. **Planning Commission (2<sup>nd</sup> Tuesday)**  
(Next Regular Meeting: Tuesday, March 12, 2019 @5:00 pm)
4. **Tree Commission (3<sup>rd</sup> Monday)**  
(Next Regular Meeting: Monday, March 18, 2019 at 6:00 pm)
5. **Civil Service Commission (4<sup>th</sup> Tuesday)**  
(Next Regular Meeting: Tuesday, February 26, 2019 @4:30 pm)
6. **Parks & Recreation Board (Last Wednesday)**  
(Next Regular Meeting: Wednesday, February 27, 2019 @6:30 pm)
7. **Privacy Committee (2nd Tuesday in May & November)**  
(Next Regular Meeting: Tuesday, May 14, 2019 @10:30 am)
8. **Records Commission (2<sup>nd</sup> Tuesday in June & December)**  
(Next Regular Meeting: Tuesday, June 11, 2019 @4:00 pm)
9. **Housing Council (1<sup>st</sup> Monday of April at 6:30 PM).**
10. **Health Care Cost Committee (as needed)**
11. **Preservation Commission (as needed)**
12. **Napoleon Infrastructure/Economic Development Fund Review Committee [NIEDF] (as needed)**
13. **Tax Incentive Review Council (as needed)**
14. **Volunteer Firefighters' Dependents Fund Board (as needed)**
15. **Volunteer Peace Officers' Dependents Fund Board (as needed)**
16. **Lodge Tax Advisory & Control Board (as needed)**
17. **Board of Building Appeals (as needed)**
18. **ADA Compliance Board (as needed)**

**City Council**  
**MEETING MINUTES**

Monday, February 04, 2019 at 7:00 pm

<b>PRESENT</b>	
Councilmembers	Dan Baer-Council President Pro-Tem, Travis Sheaffer, Jeff Comadoll, Lori Siclair, Ken Haase
Mayor	Jason P. Maassel
City Manager	Joel L. Mazur
Law Director	Billy D. Harmon
Interim Finance Director	Christine Peddicord
Interim Clerk of Council	Roxanne Dietrich
City Staff	David Mack-Chief of Police; Clayton O'Brien-Fire Chief, Chad E. Lulfs, P.E.,
Others	P.S.-Director of Public Works
	Newsmedia
<b>ABSENT</b>	
Councilmembers	Joseph Bialorucki, Jeff Mires
<b>Call to Order</b>	Council President Pro-Tem Baer called the meeting to order at 7:00 pm with the Lord's Prayer followed by the Pledge of Allegiance.
<b>Swearing-in of FF/EMT</b>	Mayor Maassel swore in and welcomed the newest full-time Firefighter/EMT, Nicholas Lishewski.
<b>Mayor's State of the City</b>	Mayor Maassel presented his State of the City address (a copy is attached hereto and incorporated herein).
<b>Approval of Minutes</b>	Hearing no objections or corrections, the minutes from the January 21, 2019 City Council Meeting stand approved as presented.
<b>Citizen Communication</b>	None.
<b>Committee Reports</b>	<p>Chairman Maassel reported the <b>Personnel Committee</b> met on January 28, 2019 and went into Executive Session to review applications for Finance Director, another meeting is scheduled for this Thursday that will be for phone interviews in Executive Session.</p> <p><b>The Finance and Budget Committee</b> meeting was canceled due to lack of agenda items.</p> <p>The <b>Safety and Human Resources Committee</b> met on January 28, Chairman Baer reported upgrade of a current position at the Water Treatment Plant to Assistant Superintendent will be brought for discussion later this evening. Chairman Haase reported the <b>Parks and Rec Committee</b> met earlier tonight and was updated on improvements in the computer system and everything else involved and also heard about the police in-car cameras, the Committee recommended the IT Director give a review to the whole body of Council.</p>



## Motion to Suspend the Rules on 009-19



**Passed**  
**Yea-5**  
**Nay-0**

**Second Read of  
Resolution No. 004-19  
JanMar Properties, LLC  
CRA Agreement**

## Motion to Approve Second Read of 004-19

## Discussion

Passed  
Yea-5  
Nay-0

**Second Read of  
Resolution No. 005-19  
MSG Investments, LTD.  
CRA Agreement**

**Motion to Approve  
Second Read of 005-19**

## Discussion

Passed  
Yea-5  
Nay-0

**Second Read of  
Resolution No. 006-19  
Ridi Reio LLC  
CRA Agreement**

**Motion to Approve  
Second Read of 006-19**

## Discussion

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Roll call vote to approve first read of Resolution No. 006-19:  
Yea-Haase, Siclair, Comadoll, Baer, Sheaffer  
Nay-

Mazur stated this was discussed during budget talks and approved as an additional request, we are requesting Council direct the Law Director to draft legislation to change the pay ordinance to reflect the pay. The Water Treatment Plant has seen a high turnover rate over the past 8-9 years (17 people have left), this is critical infrastructure and our thought is this will give employees a career ladder, there is one vacancy now. Baer confirmed you are looking at moving someone from within up to the assistant superintendent position. Comadoll asked about the union. Mazur responded one position will be upgraded, there is no issue with the union, we talked about the differences between the Water Treatment Plant that runs staggered shifts and the Wastewater Treatment Plant has one shift, these are two different types of water treatment and do not see a need at the Wastewater Treatment Plant.

Motion: Comadoll                      Second: Sheaffer  
to direct the Law Director to draft legislation amending the pay ordinance to include the Assistant Water Treatment Plant Superintendent position.

Roll call vote on the above motion:  
Yea-Haase, Siclair, Comadoll, Baer, Sheaffer  
Nay-

Mazur stated we applied for a \$20,000 grant for in-car cameras and were awarded \$9,741.60 from the Office of Criminal Justice Service. Included in the budget is \$12,500 for cameras plus \$3,500 for other ancillary equipment. With the grant, we will be closer to finishing the project. We would ask Council to direct the Law Director to draft legislation accepting the grant and to enter into an agreement.

Motion: Comadoll                      Second: Sheaffer  
To direct the Law Director to draft legislation accepting the JAG LE grant and  
to enter into an agreement.

Roll call vote on the above motion:  
Yea-Haase, Siclair, Comadoll, Baer, Sheaffer  
Nay-

Mazur reported this project ran into issues with the old downtown infrastructure, bad soil conditions underneath the pavement made trenches not hold well, additional backfill was required and some quantities were off, more sidewalks were put in, there was more milling done at Monroe and Clinton, and an additional waterline was put in. Lulfs explained North Perry went further than planned and several different areas had more work than what was originally thought. Comadoll noted make sure the hole on Monroe gets fixed there are some on Perry Street too. Lulfs said that will be warranty



**Motion to Approve  
Change Order No. 6 on  
the 2018 Downtown  
Improvements Project and  
Increase of \$131,562.52**

Motion: Sheaffer                      Second: Haase  
to approve Change Order No. 6 for the 2018 Downtown Improvements Project  
to Vernon Nagel, Inc. an increase of \$131,562.52.

Passed  
Yea-5  
Nay-0

Roll call vote on the above motion:  
Yea-Haase, Siclair, Comadoll, Baer, Sheaffer  
Nay-

### Donation to K9 Unit

Donations received for the K9 unit were \$1,500 from the Henry County Prosecutor and \$50.00 from the Mazurs, another donation that just came in today was \$500 from Vincent H. Link.

### Motion to Approve Donations to K9 Unit

Motion: Comadoll                      Second: Sheaffer  
to approve the donations to the K9 unit.

Passed  
Yea-5  
Nay-0

Roll call vote on the above motion:  
Yea-Haase, Siclair, Comadoll, Baer, Sheaffer  
Nay-

## Waterline on Second River Bridge Referred to Water & Sewer Comm.

President Pro-Tem Baer referred the Waterline on the Second River Bridge to the Water, Sewer, Refuse, Recycling & Litter Committee.

## Around the Table

## Peddicord

Congratulations Mayor on an interesting State of the City, very well written.

## Siclair

Good job!

## Comadoll

I have nothing to complain about this week, Good Job Jason!

Baer

In the absence of our Council President, I have asked Travis to replace Joe on the Personnel Committee.

## Motion Sheaffer Replace Bialorucki on Personnel Committee

Motion: Comadoll                                  Second: Siclair  
for Travis Sheaffer to replace Joe Bialorucki on the Personnel Committee.

Passed  
Yea-5  
Nay-0

Roll call vote on the above motion:  
Yea-Haase, Siclair, Comadoll, Baer, Sheaffer  
Nay-

Baer continued, I know you had a rough time with the cold last week trying to figure out what to do I appreciate your efforts and I'm sure the people involved in trash collection appreciate your efforts with the below zero weather conditions, with the exception of one morning this week the weather looks like a much more favorable, all was done for safety concerns our county government did the same.

I would request an Executive Session for Compensation of Personnel

**Maassel**

Fire Department Pancake breakfast is this Sunday from 7:00 am to 1:00 pm. I will be asked can people climb on fire equipment at the Pancake Breakfast? Chief O'Brien informed him as long as one of our members are there with them, they have to be attended to. That was the right call not to do trash pickup and was also a very trying week for our safety personnel/badge wearers, we appreciate their time out there making sure everyone was safe, appreciate everyone who had to come in.

**Sheaffer**

There is a new pothole by the manhole cover on Lagrange. Lulfs-that was fixed today. Thank-you to all the troops that were out during this cold it was quite a big deal to have to go through, appreciate it.

**Haase**

We did not get the report in from the IT guru there was a quick summary in the Council Packet. Tewksbury – we have been replacing city computers, we are about 95% done, trying to avoid end of life stage for computers and make sure all are updated. Phone system is in the works the network needs to be replaced, we have to get up-to-date and increase the speed of it, currently we are working with the Fire Department, need to get data back and forth between buildings. Haase continued, my thanks to the operations people for keeping things running the way they did during the cold weather.

**Harmon**

Requesting an Executive Session for Compensation of Personnel, this is different from what was previously discussed.

**Mazur**

Great speech. Water - we are experiencing higher usage/loss out there, we had twelve broken services all were homeowner issues, eight were just last week. Lulfs added, and we have a main break right now, still battling the weather. Mazur-Outlaw BBQ donated free pulled pork sandwiches to any personnel working out in the cold weather. I would request Council direct the Law Director to draft legislation to sole source the GIS Implementation Project to Stantec, they maintain our GIS system. Lulfs said since 2013 Stantec has been doing all our GIS contracts, they do the update of our GIS we don't do that with our own staff, they are maintaining our GIS system.

Motion: Comadoll                      Second: Sheaffer  
to direct the Law Director to draft legislation to sole source the GIS Implementation Project to Stantec.

Roll call vote on the above motion:  
Yea-Haase, Siclair, Comadoll, Baer, Sheaffer  
Nay-

Mazur requested an Executive Session for Matters of a Competitive Nature relating to any City Owned or Operated Utility and another for Economic Development.

Maassel talked about closing the City to keep our people safe and it also kept people from going out in that weather to put their trash on the side of the road, it only takes one person to go down when putting their trash down and slip and fall and they are outside until they get found, stuff like that you never know how many people got saved by not being outside that day.

Sheaffer added good job on your reports Chief Mack!

Motion: Haase                      Second: Siclair  
to go into Executive Session for Compensation of Personnel.

Roll call vote on the above motion:  
Yea-Haase, Siclair, Comadoll, Baer, Sheaffer  
Nay-

Motion: Siclair                      Second: Haase  
to go into Executive Session for Matters of a Competitive Nature relating to  
any City Owned or Operated Utility.

Roll call vote on the above motion:  
Yea-Haase, Siclair, Comadoll, Baer, Sheaffer  
Nay-

Motion: Haase                                      Second: Siclair  
to go into Executive Session for Compensation of Personnel.

Roll call vote on the above motion:  
Yea-Haase, Siclair, Comadoll, Baer, Sheaffer  
Nay-



Roll call vote on the above motion:  
Yea-Haase, Siclair, Comadoll, Baer, Sheaffer  
Nay-

Motion: Sheaffer                      Second: Haase  
to direct the Law Director to draft legislation to amend the Approved Authority pay scale for 2019 for the City Law Director.

Roll call vote on the above motion:  
Yea-Haase, Siclair, Comadoll, Baer, Sheaffer  
Nay-

The bills and financial reports were approved as presented with no objections.

Comadoll inquired about overtime issues.

Chief O'Brien said we have been swinging individuals to try to make up for the open shifts, we will have one going to fire academy for ten weeks.

Comadoll said I'm hearing patrolmen are sitting desk. Chief Mack said for dispatch, yes, we are down a dispatcher. We hired someone they are in their first week of training we anticipate being successfully complete in about 10 weeks after training and can cancel a lot of that. Mazur added there will be overtime coming up for anticipated leave for absences by patrolmen.

Chief Mack has three patrolmen that will be on FMLA sometime during the first half, we are advertising right now, hopefully all three will not be on leave at the same time. Sheaffer next year for budget can we examine what it would take to get us fully up to staff on dispatchers. Comadoll stated that is on my mission this year. Sheaffer would like to look at budget time some are mission critical positions. Comadoll's thought is we should try to find money before the second half if we can, with the overtime cost it has to be costing more money than hiring somebody. Mazur said you get salaries savings by not paying benefits overtime is time and a half, why a lot of private sector continually work people overtime, they don't want to hire and give benefits package. Sheaffer said we don't want to burnout dispatchers and patrol officers. Mazur said the other part is staffing at the Fire Department, all are mission critical, Fire B shift only has two people while the A and C shifts are staffed with three people. No one wants the swing shift they get burned out. Chief O'Brien why we usually lose people they go elsewhere with get another department that has set shifts instead of constantly moving their schedule all the time, that B shift is really hurting us.

Motion: Comadoll                      Second: Haase  
to adjourn the City Council meeting.

Roll call vote on the above motion:  
Yea-Haase, Siclair, Comadoll, Baer, Sheaffer  
Nay-

The City Council meeting was adjourned at 9:43 pm.

**Approved:**

**February 18, 2019**

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Joseph D. Bialorucki, Council President

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Jason P. Maassel, Mayor

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Roxanne Dietrich, Interim Clerk of Council

DRAFT

Thank you for allowing me to present this year's State of the City address.

2018 Brick by brick. This past Christmas, it seems a long time ago, but it was only about 40 days ago. Anyways, our middle son's Christmas should have been sponsored by Legos. It seemed that each Christmas gift he unwrapped contained those little plastic building blocks. He loves to put them together, play with the set for a while, and then build the next one. As he builds each set, I find items very interesting. One is the level of detail. Back when I was a child, the sets were cool, but not nearly to the level of detail that they have now. It is really incredible. I mean just look at how much the mini-figures have changed. Where before each was the yellow smiling face, now they are all different colors, and very different facial expressions. Sometimes the sets come together quickly, with

large pieces fitting together to create a wall, or a roof, while towards the end of the build, the fine details are added. The instructions are very detailed as well, with each step involving only a handful of pieces. It seems that during the 100-step process to build a set, the foundation is in the first ten steps, while the biggest gains are made between steps 40 and 50, and the last ten are the fine details. These details make the sets come alive and really show the remarkable work that Lego does.

When I think about 2018, this theme of building kept coming back. Brick by brick Napoleon is moving forward. One step at a time it feels like Napoleon is moving in the direction of growth, of positive change. We made big strides in 2018. The framework for those strides were laid by our predecessors, they opened the box, unwrapped the pieces, and we, together



built. We together, moved forward and, I think most of us agree, made Napoleon a better place to be.

When I said together, I meant all of us. Our citizens, folks on this side of the wall, as well as our departments worked hard to help build Napoleon one brick at a time. Some bricks are very easy to see, JAC Products joining our industrial zone, and NORA signs to name a few. Our departments were also busy building Napoleon as well. How you might ask did our departments do this? Well, I am so glad you asked that question.

Let us begin with the Napoleon Police Department. Chief Mack, and each time I say that it feels more and more natural. Chief Mack. The Napoleon Police Department built relationships with The Henry County Sheriffs Office, Hope Services, Job and Family Services, Juvenile Court, the Center for Child and Family

Advocacy, as well as the Four County Adahms Board and Napoleon Area Schools. Want something even more tangible than a relationship? What about the replacing of radios and enhancing them with grant funding and state capital budget monies. We thank the Henry County EMA for helping the city save \$156,000. We also thank the Henry County Commissioners for their help with the financing and realizing that when our safety personnel can communicate better, we can all be safer.

The Napoleon Fire Department led by Chief O'Brien, had a solid 2018 as well. Much like the Napoleon Police Department the Fire Department continues to build relationships with county agencies. With help of the Red Cross, the Fire Department installed 121 smoke alarms throughout homes in the city. I hope, like they do, the fire alarms are never activated, but know that when they go off, the Napoleon Fire Department will

answer the call. They will answer the call because they continue to build a stronger, better trained today than yesterday department. That better training was put to a big test this past year when the Brick and Brew caught fire. Our crews did a wonderful job, saving the downtown, and more importantly everyone, and I mean everyone went home. Oh, by the way they have a new airboat to help in waterborne emergency situations. I thank the Department for sending pictures to us as the airboat was being built. It was amazing to see the pieces come together a step a time.

Parks and Rec- What a year the Parks and Rec had in 2018. They built a new playground structure at Glenwood park. I drove by it with our five year old in the back seat. He said Dad, look a new playground. I said, yes, the last was there was I was a kid. Without missing a beat this he replied, "So it was REALLY old!"

Kids say the darndest things. Anyways, back to building, The Golf course built a solid year even after a wetter than normal spring with revenue exceeding projections and expenditures coming in under budget. We thank all of the employees, plus the duffers out there using this challenging nine hole course. Want to build something else? How about a new swimming pool. Or, more accurately a group has begun work on the levee campaign to replace the existing structure with more amenities and an improved experience for families and swimmers alike. I trust they can run a fact based campaign and have the voters make an informed decision.

We thank the Church of the Nazarene, the 2018 Parks and Rec Service Award winners for the contributions to the City's Parks and Rec Department. Thank you. Continuing with our building theme- the vibrant youth programs built teams of kids to

compete on the fields of friendly strife, teaching teamwork, fair play, and enjoyment of the outdoors.

The Dave Pike led team at the Waste Water plant build upon their solid reputation by having no permit violations while handling more in 2018 than in 2016. They helped to rebuild (there is that theme again, building) pump #2 at Van Hyning Lift station. They also are beginning the planning and design work for the Headworks and Solids handling. This is the next area of critical infrastructure that needs a great amount of work. We thank the entire Waste Water plant team for their continued dedication.

We also thank, one last time, Greg Heath for his service to the City. We thank Chris Pedicord and her team, yes Chris, it is yours, for their work in continuing to keep the financial wheels

in motion. Chris reports that in 2018 the City had income tax receipts of \$4,300,688.42. What has the finance department built? A team that can overcome the loss of the Director and keep functioning. 2019 will bring a new director, who hopefully realizes the staff and team that are here and maintains the level of detail, and state audit recognition while continuing to build an even better place for employees and citizens alike.

City Engineer Chad Lufts and Operations Superintendent Jeff Rathge have continued to build so many things here in Napoleon. From the Industrial drive project, to the finishing of the downtown project (yes I know Jeff and Ken there is some tidying up yet to do downtown), they were busy putting projects in place brick by brick. They helped JAC products come to town, erected new NORA signs, completed the manhole lining project, and hired a new Service Building Clerk. The

zoning department reports that 5 new residential homes were started in 2018, while almost \$2.8 million worth of permits were issued. We also welcomed 7 new businesses to the River city. Seven new businesses hoping to build a lasting relationship here in Napoleon. Next year could be even bigger as additional housing comes on line here in Napoleon. Gentlemen we thank you for your continued service.

Let us stay in the operations building and check in to see what Denny Clapp and his band of merry men built in 2018. The Electric department changed 350 street lights into LED lights, saving the city money, installed new 45 foot poles on Independence Drive. They had a member earn a Hard Hat Safety Award from AMP, as well and had no missed calls for electric standby request for the 8<sup>th</sup> continuous years. Once again the electric department completed a year building a more

robust grid for the citizens of Napoleon Ohio. On a side note, I was speaking recently to a resident of a Toledo Suburb. They were fretting about old gasoline in their generator. When I asked why, they replied, every time the wind blows hard, we lose power. Knock on wood, but it is because of the system the electric department has built for tree trimming that this is not even an issue for the vast majority of our citizens, and customers. Great job Denny.

The Information Technology Department hit the ground running by making a change from outdated Icewarp system to the office 365 cloud. I am not sure if I said anything correctly, but I know this, the new e-mail is better than the old, and the IT department, fully staffed is building better systems, better use of technology and taking us to more efficient, and hopefully



more secure network. Keep building fellows, we need it.

Thanks.

Billy Harmon and crew, okay and Tammy, did a bang up job in 2018. Billy reduced the use of outside council by more than \$32,000. That in an of itself is huge, but when you realize that Billy was doing many of these tasks for the first time, I think it shows the professional that Billy is, and the job that he and Tammy can do. The NORA legislation is one example of this, while end of year legislation is another. He built both of these topics, and helped to safeguard the city and helped to make sure we were on a solid foundation and not scrambling on December 31<sup>st</sup>.

I put Water last for a couple of reasons because I think it really illustrates the point I am trying to make about building. What

the 2018 water treatment crew was able to do, is almost a miracle. As the plant went through a complete rehaul they had ZERO boil alerts. Way to go. What is interesting to me about this project is that many of our residents thought it was completed when the walls were up and the roof was on the new building. But that was just the shell, and as I discussed already it is the details that make it work. The details of how the water comes out of the Maumee and into our homes and places of work, well that takes the inside of the building to come together and work. Are we finished with this? Not quite yet. I would say that we are on step 97 of 100, with the landscaping to go and with a tour of the facility still to plan. In my mind that project is not complete until we have the public open house and let our residents see what has become.

Every Lego set comes with a instruction manual. They all come with a step by step way of putting the pieces together to replicate the image on the box. Look around here and you may not see an instruction manual. Yet. One is on the way. Before 2019 expires we will have the City Master Plan. The way to bet utilize it is to USE it. This can be one of those things that can quickly get set on a shelf and not used. Just like the instruction book for a Lego set. After the primary item is built the book goes away into a closet, or drawer. We cannot allow that to happen with our Master Plan. We realize that we cannot accomplish each step, we cannot do everything, but as we peer forward, we can use it to guide us, to help us, to make sure we are utilizing our gifts correctly.

So where do we go from here? What is the next Lego set to build? What's next? Let us look forward to this time next year

and what do we want to have accomplished, what is the next foundation, what is next? I think we all want the same thing really, or we would not be here this evening. We want Napoleon to move forward. We will always agree? No, we won't. I was flipping around on the internets the other day and landed on a YouTube video of Ravi Zacharias. He said, "Unity of Belief does not always mean uniformity of expression". Think about that and how true those words ring. Think about it. Unity of belief does not mean uniformity of expression. We all work for Napoleon to be better, and we all believe that we are moving Napoleon forward, yet we express it in different ways. So what are our opportunities for building in 2019? I think we need to maintain positive momentum, with housing is going up, where West School once stood, new apartments on Trail drive and new senior living near Raymond Street. A potential for

renewed use of a building downtown by the Armory folks, a new development of Scott Street, plus the possibility of additional growth around American and Freedom drives. This is an exciting time to keep building. This is an exciting time to be in Napoleon and this is a time to keep working. Times of growth can be rare, so we must take full advantage of them when they are present.

What else?

With a new Napoleon Area School Superintendent coming in 2019 we can reinforce the historically good relationship between the city and the school. Is it a smooth relationship? No. Can you honestly give me an example of a completely smooth relationship? Probably not. But is it historically been good? Absolutely.

Water. We also need to continue to build on the water relationships with the surrounding communities. How? Become laser focused on keeping rates where they are for the foreseeable future and continue the dialogue that is mutually beneficial for all parties. That must happen. We need to continue to build on the relationships already established and keep them moving in a forward direction.

Keep moving forward

step by step,

brick by brick.

Thank you for your time this evening.

*City of Napoleon, Ohio*

**MUNICIPAL PROPERTIES, BUILDING, LAND USE AND  
ECONOMIC DEVELOPMENT COMMITTEE**

MAJORITY REPORT

**Monday, February 11, 2019**

The Municipal Properties, Building, Land Use and Economic Development Committee met on Monday, February 11, 2019, and:

1. Referred Clairmont Avenue Proposal from Napoleon Area Schools to City Council.
2. Recommended Review of the Sign Code be sent to City Council as a Discussion/Action agenda item for the March 4, 2019 City Council meeting.

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Lori Siclair, Chairman

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Joseph D. Bialorucki, Committee Member

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Jeff Mires, Committee Member

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Jason Maassel, Committee Member

## **RESOLUTION NO. 012-19**

### **A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS OVER TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) FOR THE PURPOSE OF IMPLEMENTATION OF A GIS SYSTEM, AND TO SOLE SOURCE SAID IMPLEMENTATION TO STANTEC CONSULTING SERVICES, INC.; AND DECLARING AN EMERGENCY**

**WHEREAS**, the City of Napoleon Engineering Department has been working toward full implementation of its GIS system; and,

**WHEREAS**, the City of Napoleon Engineering Department has been working with Stantec Consulting Services, Inc. since 2013 to implement the GIS system; and,

**WHEREAS**, Stantec Consulting Services, Inc. was included in the 2019 Master Bid Resolution (Resolution No. 079-18) for Engineering Services (GIS Software); and,

**WHEREAS**, the cost to implement the GIS system exceeds twenty-five thousand dollars (\$25,000.00); and,

**WHEREAS**, the City of Napoleon desires to sole source this project to Stantec Consulting Services, Inc. due to Stantec's intimate knowledge of the City's GIS system (Stantec has been involved in the City's GIS implementation plan since 2013, including a detailed report outlining how to proceed), which may expedite the project; therefore, it is the opinion of this Council that it is in the best interest of the City of Napoleon to eliminate the necessity for competitive bidding; **Now Therefore**,

#### **BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NAPOLEON, OHIO:**

Section 1. That, the City of Napoleon authorizes the expenditure of funds in excess of twenty-five thousand dollars (\$25,000.00) to continue the GIS implementation process, which was included in the Master Bid Resolution.

Section 2. That, Council finds it to be in the best interest of the City to eliminate the necessity for competitive bidding.

Section 3. That, the City Manager is authorized to enter into a Contract with Stantec Consulting Services, Inc. to conduct said GIS implementation.

Section 4. That, it is found and determined that all formal actions of this City Council concerning and relating to the adoption of this Resolution were adopted in open meetings of this City Council, and that all deliberations of this City Council and any of its committees that resulted in such formal actions were in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code and the Codified Ordinances of Napoleon Ohio.

Section 5. That, if any other prior Ordinance or Resolution is found to be in conflict with this Resolution, then the provisions of this Resolution shall prevail. Further, if any portion of this Resolution is found to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this Resolution or any part thereof.

Section 6. That, this Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health or safety of the City and its inhabitants, and for the further reason that this legislation must be in effect at the earliest possible time to allow for the timely implementation of the system; therefore, provided it receives the required number of votes for passage as emergency legislation, it shall be in full



force and effect immediately upon its passage; otherwise, it shall be in full force and effect at the earliest time permitted by law.

Passed: \_\_\_\_\_

\_\_\_\_\_  
Joseph D. Bialorucki, Council President

Approved: \_\_\_\_\_

\_\_\_\_\_  
Jason P. Maassel, Mayor

VOTE ON PASSAGE \_\_\_\_\_ Yea \_\_\_\_\_ Nay \_\_\_\_\_ Abstain

Attest:

\_\_\_\_\_  
Roxanne Dietrich, interim Clerk of Council

*I, Roxanne Dietrich, interim Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Resolution No. 012-19 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_; & I further certify the compliance with rules established in Chapter 103 of the Codified Ordinances Of Napoleon Ohio and the laws of the State of Ohio pertaining to Public Meetings.*

\_\_\_\_\_  
*Roxanne Dietrich, interim Clerk of Council*



# City of Napoleon, Ohio

## Department of Public Works

255 West Riverview Avenue, P.O. Box 151

Napoleon, OH 43545

Chad E. Luffs, P.E., P.S., Director of Public Works

Telephone: (419) 592-4010 Fax: (419) 599-8393

[www.napoleonohio.com](http://www.napoleonohio.com)

## Memorandum

**To:** Joel L. Mazur, City Manager  
**From:** Chad E. Luffs, P.E., P.S., Director of Public Works  
**cc:** Mayor & City Council  
Billy Harmon, City Law Director  
Chris Peddicord, Interim City Finance Director  
**Date:** February 1, 2019  
**Subject:** GIS Implementation Project ~ Sole Sourcing

As part of the 2019 Budget, the City has allocated \$115,000.00 to move toward full implementation of our GIS. The Engineering Department has been working with Stantec Consulting Services, Inc. since 2013 to implement the system. As part of that implementation, a detailed report outlining how to proceed was prepared. The budgeted funds will cover the estimated costs for Phase 4 & 5 of a 5-Phase plan.

Stantec currently handles all of our GIS management. Because of Stantec's intimate knowledge of our infrastructure, their familiarity with our staff, their preparation of our plan, their experience managing our current system, and their implementation of Phases 1-3 of our plan, I am proposing to sole source this project to Stantec Consulting Services, Inc.

If approved for sole sourcing, I will negotiate a contract with Stantec. Once a contract is prepared, it will be brought back to Council for approval.

**ORDINANCE NO. 013-19**

**AN ORDINANCE AMENDING ORDINANCE NO.(S) 057-18 AND 075-18 REGARDING EMPLOYMENT STATUS OF THE NAPOLEON MUNICIPAL COURT CHIEF PROBATION OFFICER IN AND FOR THE YEAR 2019; AND DECLARING AN EMERGENCY**

**WHEREAS**, Council previously adopted Ordinance No.(s) 057-18 and 075-18, amending the 2018 Classification Pay Plan for its non-bargaining employees; and,

**WHEREAS**, Pursuant to Ohio Revised Code Section 1901.33 the Municipal Court Judge is empowered to appoint a probation officer without advertising for this position and is further empowered to set the compensation for this position as long as the compensation is reasonable; and,

**WHEREAS**, Pursuant to Ohio Revised Code Section 1901.33 the Municipal Court Judge had requested an amendment regarding compensation of the Municipal Court Chief Probation Officer; and,

**WHEREAS**, the Municipal Court Judge now requests an amendment to the employment status of the Municipal Court Chief Probation Officer; and,

**WHEREAS**, Council desires to amend Ordinance No.(s) 057-18 and 075-18 to amend the employment status for the position of Municipal Court Chief Probation Officer; and,

**WHEREAS**, Council desires to make said employment status amendment effective on the pay period starting October 8, 2018; **Now Therefore**,

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NAPOLEON, OHIO:**

Section 1. That, effective with the pay period for the Year 2018, that commenced on or about October 8, 2018, the amendments as listed in Section 3 shall be in effect, as listed in attached Exhibit A.

Section 2. That, this Ordinance allows the terms and conditions of Section 3 to be retroactively applied, the same being hereby approved as it so exists.

Section 3. That, the position of Chief Probation Officer as established in and for the City for the Napoleon Municipal Court shall be considered a full time regular employee having an ~~salary~~ hourly, non-exempt status. The job description as included in the Pay Plan, as prepared and/or revised by the Municipal Court Judge, continues to be approved by this Council, amended to include the aforementioned change in employment status. The Chief Probation Officer shall not be entitled to any longevity pay; moreover, the Municipal Court Judge may adjust the Chief Probation Officer's ~~salary~~ wage rate at any time so long as within the limits of the CCA Grant or as may be otherwise supplemented by the Municipal Court. Notwithstanding any other provision of this Ordinance, in no event shall the Chief Probation Officer's pay and benefits exceed the amount of the CCA Grant or as otherwise may be supplemented by the Municipal Court. Nothing shall be construed in this Ordinance as mandating that the position be filled or continued to be filled each year.

Section 4. That, no further amendments shall be effectuated by this legislation and all previous provisions in effect prior to this legislation regarding compensation of City employees shall remain in effect.

Section 5. That, it is found and determined that all formal actions of this City Council concerning and relating to the adoption of this Ordinance were adopted in open meetings of this City Council, and that all deliberations of this City Council and any of its committees that resulted in such formal actions were in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code and the Codified Ordinances of Napoleon Ohio.

Section 6. That, if any other prior Ordinance or Resolution is found to be in conflict with this Ordinance, then the provisions of this Ordinance shall prevail. Further, if any portion of this Ordinance is found to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof.

Section 7. That, this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, or safety of the City and its inhabitants, and for the further reason that this legislation must be in effect at the earliest possible time to allow for proper payment of wages to employees, proper payment being essential to the harmony of the necessary workforce; therefore, provided the required number of votes for passage as emergency legislation, it shall be in full force and effect immediately upon its passage; otherwise, it shall be in full force and effect at the earliest time permitted by law.

Passed: \_\_\_\_\_

\_\_\_\_\_  
Joseph D. Bialorucki, Council President

Approved: \_\_\_\_\_

\_\_\_\_\_  
Jason P. Maassel, Mayor

VOTE ON PASSAGE \_\_\_\_ Yea \_\_\_\_ Nay \_\_\_\_ Abstain

Attest:

\_\_\_\_\_  
Roxanne Dietrich, interim Clerk of Council

*I, Roxanne Dietrich, interim Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Ordinance No. 013-19 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_; & I further certify the compliance with rules established in Chapter 103 of the Codified Ordinances of Napoleon Ohio and the laws of the State of Ohio pertaining to Public Meetings.*

\_\_\_\_\_  
*Roxanne Dietrich, interim Clerk of Council*

## EXHIBIT "A"

(BASE HOURLY RATE)

<u>Title</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
Clerk-Typist II	\$12.01	\$13.82	\$14.84	\$15.94
Receptionist	\$13.58	\$15.58	\$16.70	\$17.96
Administrative Assistant	\$16.55	\$19.10	\$20.51	\$22.08
Front Desk Administrator	\$12.01	\$13.55	\$14.22	\$15.03
Service Building Secretary	\$12.01	\$13.55	\$14.22	\$15.03
Senior Service Building Secretary	\$14.92	\$17.12	\$18.41	\$19.87
Executive Assistant to Appointing Authority	\$20.10	\$21.42	\$22.80	\$24.24
Executive Assistant/Paralegal to the Law Director	\$24.24	\$26.48	\$28.44	\$30.41
Account Clerk I	\$12.01	\$13.55	\$14.22	\$15.02
Account Clerk II	\$14.92	\$17.12	\$18.42	\$19.87
Utility Billing Administrator	\$16.95	\$19.51	\$20.90	\$24.82
Senior Account Clerk	\$16.55	\$19.10	\$20.52	\$24.25
Records Clerk/Recorder	\$14.92	\$17.12	\$18.41	\$19.86
Accounts Payable Clerk	\$14.92	\$17.12	\$18.41	\$20.90
Tax Administrator	\$16.95	\$19.51	\$20.90	\$24.82
Engineering Technician	\$18.20	\$20.90	\$22.39	\$24.02
Senior Engineering Technician	\$21.61	\$24.89	\$26.64	\$28.58
Senior Engineering Technician/Zoning Administrator	\$21.61	\$24.89	\$26.64	\$31.44
Staff Engineer	\$20.09	\$23.16	\$24.89	\$26.73
Licensed Staff Engineer	\$27.19	\$29.24	\$31.45	\$35.17
Construction Inspector	\$23.64	\$27.16	\$29.11	\$31.98
Senior Electric Engineering Technician	\$21.61	\$24.89	\$26.64	\$28.58
Electrical Construction/Maintenance Inspector	\$26.21	\$30.16	\$32.34	\$34.67
Zoning Administrator	\$23.65	\$27.16	\$29.11	\$31.21
Chief Water Treatment Operator	\$21.61	\$24.89	\$26.64	\$30.12
Chief Wastewater Treatment Operator	\$21.61	\$24.40	\$26.64	\$30.12
Assistant Water Superintendent	\$29.02	\$30.09	\$31.75	\$33.41
Police Lieutenant		\$31.60	\$33.09	\$34.75
Deputy Court Clerk	\$16.04	\$17.47	\$18.74	\$20.08
Chief Probation Officer	\$19.38			\$21.42
IT Specialist	\$17.84	\$19.74	\$21.64	\$23.55

## **ORDINANCE NO. 014-19**

### **AN ORDINANCE AUTHORIZING A PAY INCREASE FOR THE CITY OF NAPOLEON, OHIO LAW DIRECTOR; AND DECLARING AN EMERGENCY**

**WHEREAS**, Council desires to authorize a pay increase to the City Law Director; and,

**WHEREAS**, Council desires to make this pay increase effective in two (2) steps, with the first step to be paid retroactively, beginning with the pay period which started December 17, 2018, and the second step to begin with the pay period starting July 1, 2019; and,

**WHEREAS**, to achieve the above stated goals Council now desires to repeal Ordinance No. 092-17, and to establish a new Classification Pay Plan; **Now Therefore**,

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NAPOLEON, OHIO:**

Section 1. That, effective with the first pay period for the Year 2019, that commenced on or about December 17, 2018, the biweekly salary of the City Law Director of this City shall be three thousand seven hundred seventy-nine dollars and thirty-one cents (\$3,779.31) and continue until June 30, 2019.

Section 2. That, effective with the pay period commencing on or about July 1, 2019, the biweekly salary of the City Law Director of this City shall be three thousand nine hundred thirty dollars and forty-nine cents (\$3,930.49) and continue as such each year thereafter, so long as employed, unless modified by Council.

Section 3. That, this Ordinance allows the terms and conditions of this pay increase to be retroactively applied, the same being hereby approved as it so exists.

Section 4. That, all retroactive pay due to the City Law Director beginning from the first pay period for the year 2019, commencing on or about December 17, 2018, to bring this pay increase to the current pay period, shall be paid equally in the two (2) most recent consecutive pay periods from the date of passage of this Ordinance.

Section 5. That, all compensation paid under this Ordinance is subject to appropriation of funds by the Council.

Section 6. That, the Finance Director may adjust compensation for all affected employees to meet the intent of this Ordinance.

Section 7. That, all pay scales reflected in the City of Napoleon Pay Plan shall be rounded, utilizing the five rule, to the nearest penny.

Section 8. That, this biweekly salary is figured before any approved Cost of Living Adjustments are added to the biweekly salary.

Section 9. That, no position mentioned in this Ordinance shall receive longevity benefit unless specified in this City's adopted longevity plan unless otherwise specifically provided for herein, or except as may be permitted by the City's longevity policy.

Section 10. That, Ordinance No. 092-17 is repealed in its entirety effective December 17, 2018.

Section 11. That, it is found and determined that all formal actions of this City Council concerning and relating to the adoption of this Ordinance were adopted in open meetings of this City Council, and that all deliberations of this City Council and any of its committees that resulted in such formal actions were in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code and the Codified Ordinances of Napoleon Ohio.

Section 12. That, if any other prior Ordinance or Resolution is found to be in conflict with this Ordinance, then the provisions of this Ordinance shall prevail. Further, if any portion of this Ordinance is found to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof.

Section 13. That, this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, or safety of the City and its inhabitants, and for the further reason that this legislation must be in effect at the earliest possible time to allow for proper payment of wages to employees, proper payment being essential to the harmony of the necessary workforce; therefore, provided the required number of votes for passage as emergency legislation, it shall be in full force and effect immediately upon its passage; otherwise, it shall be in full force and effect at the earliest time permitted by law. Further, the Emergency Clause is necessary to commence the amendments in a timely manner which affects the public peace, health, and safety accessible to our citizens, and for further reasons as stated in the Preamble hereof.

Passed: \_\_\_\_\_

\_\_\_\_\_  
Joseph D. Bialorucki, Council President

Approved: \_\_\_\_\_

\_\_\_\_\_  
Jason P. Maassel, Mayor

VOTE ON PASSAGE \_\_\_\_ Yea \_\_\_\_ Nay \_\_\_\_ Abstain

Attest:

\_\_\_\_\_  
Roxanne Dietrich, interim Clerk of Council

*I, Roxanne Dietrich, interim Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Ordinance No. 014-19 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_; & I further certify the compliance with rules established in Chapter 103 of the Codified Ordinances of Napoleon Ohio and the laws of the State of Ohio pertaining to Public Meetings.*

\_\_\_\_\_  
*Roxanne Dietrich, interim Clerk of Council*

## **ORDINANCE NO. 015-19**

### **AN ORDINANCE AUTHORIZING A PAY INCREASE FOR THE CITY OF NAPOLEON, OHIO CITY MANAGER; AND DECLARING AN EMERGENCY**

**WHEREAS**, Council desires to authorize a pay increase to the City Manager; and,

**WHEREAS**, Council desires to make said changes effective with the pay period commencing on or about December 17, 2018; and,

**WHEREAS**, to achieve the above stated goals Council now desires to repeal Ordinance No. 093-17, and to establish a new Classification Pay Plan; **Now Therefore**,

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NAPOLEON, OHIO:**

Section 1. That, effective with the first pay period for the Year 2019, that commences on or about December 17, 2018, the biweekly salary of the City Manager of this City shall be four thousand one hundred fifty-nine dollars and sixty-three cents (\$4,159.63) and continue as such each year thereafter, so long as employed, unless modified by Council.

Section 2. That, this Ordinance shall contain a provision that allows the terms and conditions of this Ordinance to be retroactively applied, the same being hereby approved as it so exists.

Section 3. That, all retroactive pay due to the City Manager beginning from the first pay period for the year 2019, commencing on or about December 17, 2018, to bring this pay increase to the current pay period, shall be paid equally in the two (2) most recent consecutive pay periods from the date of passage of this Ordinance.

Section 4. That, all compensation paid under this Ordinance is subject to appropriation of funds by the Council.

Section 5. That, the Finance Director may adjust compensation for all affected employees to meet the intent of this Ordinance.

Section 6. That, all pay scales reflected in the City of Napoleon Pay Plan shall be rounded, utilizing the five rule, to the nearest penny.

Section 7. That, this biweekly salary is figured before any approved Cost of Living Adjustments are added to the biweekly salary.

Section 8. That, no position mentioned in this Ordinance shall receive longevity benefit unless specified in this City's adopted longevity plan unless otherwise specifically provided for herein, or except as may be permitted by the City's longevity policy.

Section 9. That, Ordinance No. 093-17 is repealed in its entirety effective December 17, 2018.

Section 10. That, it is found and determined that all formal actions of this City Council concerning and relating to the adoption of this Ordinance were adopted in open meetings of this City Council, and that all deliberations of this City Council and any of its committees that resulted in such formal actions were in compliance with all legal



requirements, including Section 121.22 of the Ohio Revised Code and the Codified Ordinances of Napoleon Ohio.

Section 11. That, if any other prior Ordinance or Resolution is found to be in conflict with this Ordinance, then the provisions of this Ordinance shall prevail. Further, if any portion of this Ordinance is found to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof.

Section 12. That, this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, or safety of the City and its inhabitants, and for the further reason that this legislation must be in effect at the earliest possible time to allow for proper payment of wages to employees, proper payment being essential to the harmony of the necessary workforce; therefore, provided the required number of votes for passage as emergency legislation, it shall be in full force and effect immediately upon its passage; otherwise, it shall be in full force and effect at the earliest time permitted by law. Further, the Emergency Clause is necessary to commence the amendments in a timely manner which affects the public peace, health, and safety accessible to our citizens, and for further reasons as stated in the Preamble hereof.

Passed: \_\_\_\_\_

\_\_\_\_\_  
Joseph D. Bialorucki, Council President

Approved: \_\_\_\_\_

\_\_\_\_\_  
Jason P. Maassel, Mayor

VOTE ON PASSAGE \_\_\_\_ Yea \_\_\_\_ Nay \_\_\_\_ Abstain

Attest:

\_\_\_\_\_  
Roxanne Dietrich, interim Clerk of Council

*I, Roxanne M. Dietrich, interim Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Ordinance No. 015-19 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_; & I further certify the compliance with rules established in Chapter 103 of the Codified Ordinances of Napoleon Ohio and the laws of the State of Ohio pertaining to Public Meetings.*

\_\_\_\_\_  
*Roxanne M. Dietrich, interim Clerk of Council*

## **RESOLUTION NO. 016-19**

### **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO ACCEPT A FISCAL YEAR 2019 JAG LE GRANT FROM THE OFFICE OF CRIMINAL JUSTICE SERVICES; AND DECLARING AN EMERGENCY**

**WHEREAS**, the Office of Criminal Justice Services provides opportunities for financial assistance to police departments by means of offering grants which may be applied for and accepted by various entities; and,

**WHEREAS**, the Office of Criminal Justice Services is sponsoring a JAG LE grant for fiscal year 2019 for financial assistance with the purchase of in-car camera systems; and,

**WHEREAS**, the City of Napoleon desires to participate, by means of previously approved application and acceptance of the JAG LE Grant, in the Office of Criminal Justice Services' JAG LE grant program to receive financial assistance for the purchase of a combination of any and all eligible programs as listed above for the City; **Now Therefore**,

#### **BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NAPOLEON, OHIO:**

Section 1. That, the City Manager is authorized to execute all documents necessary to accept a previously applied for and approved fiscal year 2019 JAG LE Grant offered by the Office of Criminal Justice Services.

Section 2. That, the City Manager is authorized to execute the JAG LE Grant Agreement as substantially in the form as currently on file in the office of the City Finance Director which is between the City and the Office of the Criminal Justice Services.

Section 3. That, it is found and determined that all formal actions of this City Council concerning and relating to the adoption of this Resolution were adopted in open meetings of this City Council, and that all deliberations of this City Council and any of its committees that resulted in such formal actions were in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code and the Codified Ordinances of Napoleon Ohio.

Section 4. That, if any other prior Ordinance or Resolution is found to be in conflict with this Resolution, then the provisions of this Resolution shall prevail. Further, if any portion of this Resolution is found to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this Resolution or any part thereof.

Section 5. That, this Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health or safety of the City and its inhabitants, and for the further reason that this legislation must be in effect at the earliest possible time to allow for timely acceptance of the JAG LE grant; therefore, provided it receives the required number of votes for passage as emergency legislation, it shall be in full force and effect immediately upon its passage; otherwise, it shall be in full force and effect at the earliest time permitted by law. Further, the Emergency Clause is necessary to commence the grant

acceptance in a timely manner which affects the public peace, health, and safety accessible to our citizens, and for further reasons as stated in the Preamble hereof.

Passed: \_\_\_\_\_

\_\_\_\_\_  
Joseph D. Bialorucki, Council President

Approved: \_\_\_\_\_

\_\_\_\_\_  
Jason P. Maassel, Mayor

VOTE ON PASSAGE \_\_\_\_\_ Yea \_\_\_\_\_ Nay \_\_\_\_\_ Abstain

Attest:

\_\_\_\_\_  
Roxanne Dietrich, interim Clerk of Council

*I, Roxanne Dietrich, interim Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Resolution No. 016-19 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_; & I further certify the compliance with rules established in Chapter 103 of the Codified Ordinances Of Napoleon Ohio and the laws of the State of Ohio pertaining to Public Meetings.*

\_\_\_\_\_  
*Roxanne Dietrich, interim Clerk of Council*

**ORDINANCE NO. 017-19**

**AN ORDINANCE CREATING THE NON-BARGAINING  
POSITION OF ASSISTANT WATER SUPERINTENDENT FOR  
THE WATER TREATMENT PLANT OF THE CITY OF  
NAPOLEON, OHIO, AND AMENDING ORDINANCE NO. 075-18;  
AND DECLARING AN EMERGENCY**

**WHEREAS**, Council previously adopted Ordinance No. 075-18, creating a 2019 Classification Pay Plan for its non-bargaining employees; and,

**WHEREAS**, the position of Assistant Water Superintendent for the Water Treatment Plant of the City of Napoleon, was requested as an additional budget request, approved unanimously by this Council on December 17, 2018; and,

**WHEREAS**, the Safety and Human Resources Committee subsequently approved the job description and wage scale for the position of Assistant Water Superintendent for the Water Treatment Plant of the City of Napoleon, Ohio, and unanimously recommended said position be approved by Council, and added to the previously adopted 2019 Classification Pay Plan, Ordinance No. 075-18; and,

**WHEREAS**, Council now desires to create the non-bargaining position entitled “Assistant Water Superintendent” for the Water Treatment Plant of the City of Napoleon, Ohio, adding said position and associated wage scale to the current 2019 Classification Pay Plan, Ordinance No. 075-18; **Now Therefore**,

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NAPOLEON, OHIO:**

Section 1. That, this Council desires to create a new position, pursuant to Article II, Section 2.14 of the Charter of the City of Napoleon, entitled “Assistant Water Superintendent” for the Water Treatment Plant of the City of Napoleon, Ohio.

Section 2. That, said position is hereby created and established in and for the City for the Napoleon and shall be considered a non-bargaining, full time regular employee having an hourly, non-exempt status. The job description as included in the Pay Plan, as prepared and/or revised by the City Manager, is hereby approved by this Council. The Assistant Water Superintendent shall not be entitled to any longevity pay.

Section 3. That, the pay scale for the Assistant Water Superintendent shall be set in the City of Napoleon’s 2019 Classification Pay Plan, Ordinance No. 075-18.

Section 4. That, it is found and determined that all formal actions of this City Council concerning and relating to the adoption of this Ordinance were adopted in open meetings of this City Council, and that all deliberations of this City Council and any of its committees that resulted in such formal actions were in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code and the Codified Ordinances of Napoleon Ohio.

Section 5. That, if any other prior Ordinance or Resolution is found to be in conflict with this Ordinance, then the provisions of this Ordinance shall prevail. Further, if any portion of this Ordinance is found to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof.

Section 6. That, this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health or safety of the City and its inhabitants, and for the further reason that this legislation must be in effect at the earliest possible time to allow the position to be in place to effectively and efficiently create distribute, and monitor quality drinking water for all City water customers, all of which are related to public peace, health or safety; therefore, provided it receives the required number of votes for passage as emergency legislation, it shall be in full force and effect immediately upon its passage; otherwise, it shall be in full force and effect at the earliest time permitted by law. Further, the Emergency Clause is necessary to be in effect at the earliest possible time to allow for proper payment of wages to employees, proper payment being essential to the harmony of the necessary workforce, and for further reasons as stated in the Preamble hereof.

Passed: \_\_\_\_\_

\_\_\_\_\_  
Joseph D. Bialorucki, Council President

Approved: \_\_\_\_\_

\_\_\_\_\_  
Jason P. Maassel, Mayor

VOTE ON PASSAGE \_\_\_\_ Yea \_\_\_\_ Nay \_\_\_\_ Abstain

Attest:

\_\_\_\_\_  
Roxanne Dietrich, interim Clerk of Council

*I, Roxanne Dietrich, interim Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Ordinance No. 017-19 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_; & I further certify the compliance with rules established in Chapter 103 of the Codified Ordinances of Napoleon Ohio and the laws of the State of Ohio pertaining to Public Meetings.*

\_\_\_\_\_  
*Roxanne Dietrich, interim Clerk of Council*

## EXHIBIT "A"

(BASE HOURLY RATE)

<u>Title</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
Clerk-Typist II	\$12.01	\$13.82	\$14.84	\$15.94
Receptionist	\$13.58	\$15.58	\$16.70	\$17.96
Administrative Assistant	\$16.55	\$19.10	\$20.51	\$22.08
Front Desk Administrator	\$12.01	\$13.55	\$14.22	\$15.03
Service Building Secretary	\$12.01	\$13.55	\$14.22	\$15.03
Senior Service Building Secretary	\$14.92	\$17.12	\$18.41	\$19.87
Executive Assistant to Appointing Authority	\$20.10	\$21.42	\$22.80	\$24.24
Executive Assistant/Paralegal to the Law Director	\$24.24	\$26.48	\$28.44	\$30.41
Account Clerk I	\$12.01	\$13.55	\$14.22	\$15.02
Account Clerk II	\$14.92	\$17.12	\$18.42	\$19.87
Utility Billing Administrator	\$16.95	\$19.51	\$20.90	\$24.82
Senior Account Clerk	\$16.55	\$19.10	\$20.52	\$24.25
Records Clerk/Recorder	\$14.92	\$17.12	\$18.41	\$19.86
Accounts Payable Clerk	\$14.92	\$17.12	\$18.41	\$20.90
Tax Administrator	\$16.95	\$19.51	\$20.90	\$24.82
Engineering Technician	\$18.20	\$20.90	\$22.39	\$24.02
Senior Engineering Technician	\$21.61	\$24.89	\$26.64	\$28.58
Senior Engineering Technician/Zoning Administrator	\$21.61	\$24.89	\$26.64	\$31.44
Staff Engineer	\$20.09	\$23.16	\$24.89	\$26.73
Licensed Staff Engineer	\$27.19	\$29.24	\$31.45	\$35.17
Construction Inspector	\$23.64	\$27.16	\$29.11	\$31.98
Senior Electric Engineering Technician	\$21.61	\$24.89	\$26.64	\$28.58
Electrical Construction/Maintenance Inspector	\$26.21	\$30.16	\$32.34	\$34.67
Zoning Administrator	\$23.65	\$27.16	\$29.11	\$31.21
Chief Water Treatment Operator	\$21.61	\$24.89	\$26.64	\$30.12
Chief Wastewater Treatment Operator	\$21.61	\$24.40	\$26.64	\$30.12
Assistant Water Superintendent	\$29.02	\$30.09	\$31.75	\$33.41
Police Lieutenant		\$31.60	\$33.09	\$34.75
Deputy Court Clerk	\$16.04	\$17.47	\$18.74	\$20.08
Chief Probation Officer	\$19.38			\$21.42
IT Specialist	\$17.84	\$19.74	\$21.64	\$23.55

## **RESOLUTION NO. 002-19**

### **A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF AN OPERATIONS AND MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF NAPOLEON, OHIO AND AMERICAN MUNICIPAL POWER, INC.**

**WHEREAS**, the City of Napoleon (the "Municipality") is a member of the American Municipal Power, Inc. ("AMP", and formerly known as American Municipal Power-Ohio, Inc.), a non-profit corporation in the State of Ohio whose members are Ohio Municipal Corporations that own and operate electric utility systems; and,

**WHEREAS**, AMP exists for a public purpose, namely to assist the municipally-owned electric systems of the State of Ohio in obtaining and providing safe, reliable, and reasonably priced electric power for their citizens and customers; and,

**WHEREAS**, the City of Napoleon, Ohio owns and operates an electric utility system for the sale of electric power and associated energy for the benefit of its citizens and taxpayers; and,

**WHEREAS**, in order to satisfy the electric power and energy requirements of its electric utility system, the Municipality has heretofore purchased, economical, environmentally sound and reliable power and energy from, or arranged by, American Municipal Power, Inc. of which Municipality is a member; and,

**WHEREAS**, in furtherance of such purpose and in accordance with Resolution No. 014-18, passed unanimously by City Council on April 2, 2018, Municipality sold City owned bulk electric system assets to AMP; and,

**WHEREAS**, AMP is now desirous to retain Municipality for the provision of certain operations and maintenance services at the facility, and Municipality is willing to perform such services under the terms and conditions set forth in this Agreement; **Now Therefore**,

#### **BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NAPOLEON, OHIO:**

Section 1. That, Operations and Maintenance Services Agreement between this Municipality and AMP, substantially in the form attached hereto, and on file with the Finance Director, including Appendices thereto, is approved, and the City Manager is hereby authorized to execute and deliver such Agreement, with such changes as the City Manager may approve as neither inconsistent with this Resolution nor materially detrimental to the Municipality, his execution of the Agreement to be conclusive evidence of such approval.

Section 2. That, the City Manager is hereby authorized to enter into the Operations and Maintenance Services Agreement, upon the effective date as determined in the Operations and Maintenance Services Agreement.

Section 3. That, all other terms and conditions of the Operations and Maintenance Services Agreement shall remain in full force and effect.

Section 4. That, it is found and determined that all formal actions of this City Council concerning and relating to the adoption of this Resolution were adopted in open

meetings of this City Council, and that all deliberations of this City Council and any of its committees that resulted in such formal actions were in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code and the Codified Ordinances of Napoleon Ohio.

Section 5. That, if any other prior Ordinance or Resolution is found to be in conflict with this Resolution, then the provisions of this Resolution shall prevail. Further, if any portion of this Resolution is found to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this Resolution or any part thereof.

Section 6. That, this Resolution shall be in full force and effect at the earliest time permitted by law.

Passed: \_\_\_\_\_

\_\_\_\_\_  
Joseph D. Bialorucki, Council President

Approved: \_\_\_\_\_

\_\_\_\_\_  
Jason P. Maassel, Mayor

VOTE ON PASSAGE \_\_\_\_ Yea \_\_\_\_ Nay \_\_\_\_ Abstain

Attest:

\_\_\_\_\_  
Roxanne Dietrich, interim Clerk of Council

*I, Roxanne Dietrich, interim Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Resolution No. 002-19 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_; & I further certify the compliance with rules established in Chapter 103 of the Codified Ordinances of Napoleon Ohio and the laws of the State of Ohio pertaining to Public Meetings.*

\_\_\_\_\_  
*Roxanne Dietrich, interim Clerk of Council*



## **OPERATIONS AND MAINTENANCE SERVICES AGREEMENT**

This Operations and Maintenance Services Agreement ("O&M Services Agreement"), dated as of September 26, 2018, is entered by and between AMP Transmission, LLC ("Owner"), an Ohio nonprofit corporation, with offices located at 1111 Schrock Road, Suite 100, Columbus, OH 43229, and Napoleon, Ohio, an Ohio municipal corporation, with offices located at 255 West Riverview Avenue, Napoleon, OH 43545 ("Municipality").

### **RECITALS**

Owner purchased from Municipality four 138 kV SF6 Siemens breakers and associated equipment, including 138kV current and voltage transformers, wave traps, station post insulators and associated equipment (collectively the "Equipment") as well as certain ancillary equipment used or useful in connection with the operation of the Equipment, including certain galvanized steel structures, substation equipment, insulators, ground components, a bus conductor, fittings, supervisory control and data access equipment, and protection and control panels (collectively, the "Supporting Equipment"). The Equipment and Supporting Equipment is located at V180 County Road 13, Napoleon, Ohio 43545 (the "Facility").

Owner desires to retain Municipality for the provision of certain operations and maintenance services at the Facility, and Municipality is willing to perform such services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, and of the mutual covenants, undertakings and conditions set forth below, the Parties agree as follows:

### **ARTICLE I - AGREEMENT**

1.1. Agreement. This Agreement consists of the recitals, and the terms and conditions set forth in this Agreement, as well as the appendices attached to this Agreement. The recitals, appendices and terms and conditions must be read together to obtain a full understanding of the intent of the Parties.

1.2. Relationship of the Parties. Owner is retaining Municipality as an independent contractor to provide the Services set forth in Appendix A at the Facility in support of Owner's operation of the facility. Subject to any limitations expressly set forth in this Agreement as between the Owner and Municipality, Owner delegates to Municipality, and Municipality accepts from Owner, the responsibility of providing these Services at the Facility. Owner and Municipality agree that the scope of delegation is strictly limited to the matters set forth in the Agreement. Without limiting the generality of the foregoing, Owner retains the ultimate authority and obligation to determine whether and to what extent the Facility operates, and Municipality shall never cause the Facility to transmit power except as expressly directed to do so by Owner or any dispatching authority specified by Owner. Municipality has no obligation to upgrade or replace Facility systems

except as expressly directed by Owner, nor shall it be obligated to spend funds outside the Project Account or otherwise employ its own credit to support the Facility.

1.3. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to Municipality's provision of Services at the Facility and supersedes all prior negotiations, undertakings, agreements and business term sheets. Neither Party will be bound by or deemed to have made any representations, warranties, commitments or undertakings, except as expressly stated in this Agreement.

1.4 Definitions. For all purposes of this Agreement (including the preceding sections and recitals), capitalized terms have the meanings specified in Appendix F of this Agreement.

## **ARTICLE II - RESPONSIBILITIES OF MUNICIPALITY**

Municipality shall perform the Services listed in Appendix A, in order to operate and maintain the Facility on behalf of Owner in accordance with this Agreement. This Article II sets forth the processes, limitations and standards applicable to Municipality performance of the Services.

### **2.1 Procurement.**

2.2.1 General. Municipality shall designate, subject to Owner's approval, responsible Persons from among the Site Personnel to sign purchase orders for goods and services to be delivered to the Facility, and to issue such purchase orders to vendors. Municipality shall sign such purchase orders in the name of Owner. Municipality acknowledges that such purchase orders are for the exclusive benefit of Owner and the Facility. Municipality shall (i) negotiate with vendors from Owner-approved standard terms and conditions, including reasonable warranties in favor of Owner, and (ii) endeavor to achieve with each purchase order the best value available to the Owner in terms of price, payment, delivery, warranty, and similar terms.

2.2.2 Non-Budgeted Items. Unless pre-approved by Owner in writing, Municipality shall manage purchasing within the overall total spending approved in a Budget. Municipality may make non-budgeted purchases without first receiving Owner approval only if, in Municipality's reasonable judgment, such purchases are required to address an Emergency. Municipality must notify Owner of any non-budgeted Emergency purchase in writing as soon as reasonably possible, but not more than five days after making the purchase.

2.2.3 Extraordinary Items. Notwithstanding that a purchase is contemplated by a Budget, Municipality shall obtain Owner's written approval prior to procurement of any Extraordinary Item. Owner may elect to directly procure Extraordinary Items.

2.3 Dispatch. Municipality shall comply with any applicable dispatch instructions of the Owner (or any successor of the Owner, or other Person identified by Owner in writing to Municipality as being authorized to provide dispatch instructions, including PJM). In the event Municipality receives conflicting dispatch instructions, Municipality shall follow the dispatch instructions of Owner unless Municipality determines, in its reasonable judgment, that so doing so would be reasonably likely to be in violation of Applicable Law, in which case it will inform Owner of the potential violation and await further instructions from Owner.

2.4 Standards for Performance of the Services. Municipality shall perform the Services in accordance with (i) the O&M Manuals, (ii) the Facility Manuals, (iii) the applicable Budget and Plan, (iv) Applicable Laws, (v) Prudent Operation and Maintenance Practices, (vi) insurer requirements delivered to Municipality by Owner in writing, (vii) the requirements in the Facility Agreements and (viii) this Agreement. Subject to the other provisions of this Agreement, Municipality will perform the Services and other obligations under this Agreement in a manner consistent with Owner's directions. The Parties acknowledge and agree that actions taken (or not taken) by Municipality pursuant to Owner's direction shall be deemed to comply with the Standards of Performance, and Municipality shall have no liability for acting or refraining to act in accordance with Owner's directions. The Parties further acknowledge that reference to the Facility Agreements is not intended to and does not make Municipality a party to the Facility Agreements or to impose any obligations on Municipality under the Facility Agreements.

2.5 Personnel Matters. Municipality shall provide all labor, professional, supervisory, and managerial personnel needed to perform the Services properly and timely. Municipality organizational chart is attached at Appendix F. Municipality shall be solely responsible for determining the working hours, rates of compensation and all other matters relating to the employment of Municipality's Site Personnel and Administrative Personnel. Except as otherwise provided in this Agreement, Municipality shall retain sole authority, control and responsibility with respect to its employment policy. Municipality shall submit for Owner's approval the staffing requirements for the Facility. All Municipality-provided personnel shall be qualified and experienced in the duties to which they are assigned, shall be capable of operating and maintaining the Facility and Facility Site in accordance with this Agreement, shall meet all Applicable Law requirements for operating personnel, and shall possess all required licenses and certifications (including a valid driver's license).

2.6 No Liens or Encumbrances. Municipality shall keep and maintain the Facility free and clear of all liens and encumbrances resulting from the personal debts and obligations of Municipality or the failure by Municipality to perform the Services.

2.7 Emergency Action. In the event of (a) an emergency affecting the safety, health or protection of, or otherwise endangering, any persons, property, or the environment located at or about the Facility or (b) an unplanned complete loss of electric transmission (collectively an "Emergency"), Municipality shall take immediate action to prevent or mitigate any damage, injury or loss threatened by such Emergency, and shall

notify Owner of such Emergency and Municipality's response as soon as practical under the circumstances. To the extent Municipality deems reasonable in response to an Emergency, Municipality may procure goods and services as necessary to respond to an Emergency, the costs of which shall be Site Costs.

3.9 Licenses and Permits. Municipality shall obtain and maintain all permits, licenses and other governmental consents, authorizations, or approvals required by Applicable Law to be maintained by Municipality or any of its employees, in its or their own name, to enable Municipality to properly perform the Services. The Owner will cooperate with Municipality in procuring those permits, licenses and other governmental consents, authorizations, or approvals. Municipality shall (1) review and keep current with the requirements of all Applicable Laws; (2) assist Owner in securing and complying with, and shall itself comply with, all of the foregoing requirements applicable to Municipality's performance of this Agreement, including without limitation, all necessary Facility permits (and renewals of those permits) attributable to the Facility or the Facility Site, storage, disposal and emissions testing and safety; and (3) shall initiate and maintain precautions and procedures necessary to comply with, and shall itself comply with, applicable provisions of all such Applicable Laws, including those related to prevention of injury to persons or damage to property.

### **ARTICLE III - ITEMS TO BE FURNISHED BY OWNER**

3.1 General. Owner expressly reserves the exclusive authority to make, and shall make, such business and strategic decisions as it deems appropriate from time to time in reference to the operation and maintenance of the Facility.

3.2 Information. Owner shall provide to Municipality copies of all Facility Agreements, and any modifications or additional Facility Agreements promptly after execution thereof, as well as all Municipality-requested technical, operational and other Facility information in Owner's possession that supports Municipality performance of the Services. Subject to the Standards of Performance, Municipality will be entitled to rely upon any information provided by Owner or any other party to the Facility Agreements in the performance of the Services.

3.3 Access to Facility. Municipality has the right to access the Site at any time. Municipality shall provide Owner access to the building, and to persons and data at the Facility upon reasonable request and notice. Owner and Municipality shall comply with the Standard Operating Procedures regarding access to the building attached hereto as Attachment 1.

3.4 Other Owner Supplied Items. Owner shall work with Municipality to ensure that both Owner and Municipality have the following:

3.4.1 Facility Manuals. Owner shall provide the master copies of the Facility Manuals to Municipality for use in development of the O&M Manuals. Thereafter,

Owner shall provide Municipality with any updates to the Facility Manuals received from equipment manufacturers.

3.4.2 Spare Parts and Supplies. Municipality shall provide and furnish to Owner an initial inventory of spare parts and supplies as necessary for Municipality to perform the Services. Municipality shall submit a list of additional inventory, if any, to be purchased to support Municipality's obligations under this Agreement. Owner and Municipality shall mutually agree on the additional inventory and Municipality shall procure such inventory. Municipality shall be responsible for the care, control, replenishment and proper maintenance and storage of all spare parts and supplies. Owner shall fund additional purchases of spare parts and supplies as set forth in a Budget.

3.5 Facility Agreements. Owner shall administer and comply with the Facility Agreements. Owner shall provide Municipality written notice of any changes to requirements under the Facility Agreements or a copy of any agreement replacing any Facility Agreement.

3.6 Permits. Owner shall obtain from the appropriate Governmental Authorities all Permits for the ownership, operation and maintenance of the Facility and shall obtain all such Permits in Owner's name.

#### **ARTICLE IV - REPRESENTATIVES, BUDGETS AND REPORTS**

4.1 Representatives of Municipality.

4.1.1 Municipality Project Supervisor. Promptly after the Effective Date, Municipality shall appoint a Project Supervisor from its Administrative Personnel who shall be authorized to represent Municipality with Owner concerning Municipality performance of the Services. The Project Supervisor shall also coordinate the Administrative Personnel in supporting the Site Personnel. Municipality shall notify Owner in writing of the identity of the Project Supervisor, and of any successors. .

4.1.2 Municipality Facility Manager. The Facility Manager shall direct and manage Municipality's Site Personnel in the performance of the Services. For issues arising out of the day-to-day administration of the Services, the Facility Manager or his designee may communicate directly with Owner.

4.2 Representatives of Owner. Owner shall appoint an individual (the "General Manager") who shall be authorized and empowered to act for and on behalf of Owner on all matters concerning the operation of the Facility, the day-to-day administration of this Agreement and Owner's obligations hereunder. Owner shall notify Municipality in writing upon the appointment of the General Manager, and of any successors.

4.3 Plans and Budgets.

4.3.1 Adoption. Municipality shall deliver to Owner a proposed budget for the next two calendar years. Promptly after Municipality delivers the proposed budget to the Owner, the Owner and Municipality shall meet to finalize the budget. One hundred twenty (120) days prior to the beginning of each subsequent Year, Owner and Municipality shall use reasonable efforts to agree on the key assumptions for such Year that Municipality shall use to construct the proposed Budget and Plan with respect to the Services. Municipality shall in detail reasonably acceptable to Owner, include all Site Costs and Administrative Costs to be expended in the performance of the Services. Each final Budget and Plan shall remain in effect throughout the applicable Year, subject to updating, revision and amendment proposed by either Party and consented to in writing by the other Party.

4.3.2 Notification of Variance. If Municipality becomes aware that the aggregate of all Site Costs or Administrative Costs exceeds or will exceed the amount provided in the applicable Budget or that the Facility is operating with any significant deviations or discrepancies from the projections contained in the applicable Plan, Municipality shall promptly so notify Owner.

4.4 Litigation and Permit Lapses. Upon obtaining actual knowledge, either Party shall submit prompt written notice to the other Party of the following, to the extent relating to the Facility or the Services: (i) any litigation, claims or actions filed by or with any Governmental Authority; (ii) any actual refusal to grant, renew or extend, or any action filed with respect to the granting, renewal or extension of, any Permit; (iii) all penalties or notices of violation issued by any Governmental Authority; (iv) any dispute with any Governmental Authority that may affect the Facility; and (v) with respect to the matters identified in items (i), (ii), (iii) or (iv), any threats of such matters, which matters may affect the Facility.

## **ARTICLE V - REPRESENTATIVES, BUDGETS AND REPORTS**

### **5.1 Representatives of Municipality.**

5.1.1 Municipality Project Supervisor. Promptly after the Effective Date, Municipality shall appoint a Project Supervisor from its Administrative Personnel who shall be authorized to represent Municipality with Owner concerning Municipality performance of the Services. The Project Supervisor shall also coordinate the Administrative Personnel in supporting the Site Personnel. Municipality is bound by the written communications, directions, requests and decisions made by its Project Supervisor on its behalf. Municipality shall notify Owner in writing of the identity of the Project Supervisor, and of any successors. The Project Supervisor has no authority to modify, amend or terminate this Agreement or, absent written notice by Municipality to the contrary, to enter into any other agreement on behalf of Municipality other than as provided herein.

5.1.2 Municipality Facility Manager. The Facility Manager shall direct and manage Municipality's Site Personnel in the performance of the Services. For issues arising out of the day-to-day administration of the Services, the Facility Manager or his designee may communicate directly with Owner. The Facility Manager has no authority to modify this Agreement.

5.2 Representatives of Owner. Owner shall appoint an individual (the "General Manager") who shall be authorized and empowered to act for and on behalf of Owner on all matters concerning the operation of the Facility, the day-to-day administration of this Agreement and Owner's obligations hereunder. In all such matters (but excluding any amendments or modifications of this Agreement under Section 14.8), Owner shall be bound by the written communications, directions, requests and decisions made by the General Manager. Owner shall notify Municipality in writing upon the appointment of the General Manager, and of any successors. The General Manager has no authority to modify, amend or terminate this Agreement or, absent written notice by Owner to the contrary, to enter into any other agreement on behalf of Owner other than as provided herein.

### 5.3 Plans and Budgets.

#### 5.3.1 Adoption.

5.3.1.1 Not less than twenty-one (21) days after the Effective Date, Municipality shall deliver to Owner a proposed budget for the next two calendar years. Promptly after Municipality delivers the proposed budget to the Owner, the Owner and Municipality shall meet to finalize the budget.

5.3.1.2 One hundred twenty (120) days prior to the beginning of each subsequent Year, Owner and Municipality shall use reasonable efforts to agree on the key assumptions for such Year that Municipality shall use to construct the proposed Budget and Plan with respect to the Services. Municipality shall structure each Budget on a monthly basis and shall project, in detail reasonably acceptable to Owner, all Site Costs and Administrative Costs to be expended in the performance of the Services. Each Plan shall state the key assumptions upon which the related Budget is based as well as the implementation plans for the Services, including: (i) anticipated maintenance and repairs, (ii) routine maintenance and overhaul schedules (including planned major maintenance), (iii) procurement, (iv) staffing, personnel and labor activities, (v) administrative activities, (vi) capital improvements, and (vii) other work proposed to be undertaken by Municipality. Municipality shall deliver to Owner the proposed Budget and Plan one hundred twenty (120) days prior to each Year. Owner shall review each proposed Budget and Plan within thirty (30) days of submission by Municipality and may, by written request, require changes, additions, deletions and modifications thereto. Owner and Municipality shall then use reasonable efforts to agree upon a final Budget and Plan prior to the commencement of the applicable Year. Each final Budget and Plan shall remain in effect throughout the applicable Year, subject

to updating, revision and amendment proposed by either Party and consented to in writing by the other Party.

5.3.1.3 Amendments. If either Party becomes aware of facts or circumstances that it believes necessitate a change to a Budget or Plan, that Party shall immediately notify the other Party, specifying the impact upon the Budget and the reasons for the change. The Municipality project supervisor or Municipality Plant Manager shall then discuss appropriate amendments to the Budget with the General Manager.

5.3.1.4 Failure to Agree. The Parties acknowledge that it is necessary that Owner retain ultimate authority with respect to expenses incurred for the Facility. Accordingly, Municipality shall accept each Budget as finally determined by Owner. To the extent that Owner limits funds for Site Costs and Administrative Costs, Municipality is relieved from performance that would incur such costs. Municipality shall deliver a written report to Owner that describes Municipality reasons for believing that each disputed expense is prudent.

5.3.3 Notification of Variance. If Municipality becomes aware that the aggregate of all Site Costs or Administrative Costs exceeds or will exceed the amount provided in the applicable Budget or that the Facility is operating with any significant deviations or discrepancies from the projections contained in the applicable Plan, Municipality shall promptly so notify Owner.

5.4 Availability of Operating Data and Records. Municipality shall deliver Facility data recorded, prepared or maintained by Municipality to Owner (i) to assist Owner in complying with requirements of Governmental Authorities, Permits and Facility Agreements or (ii) upon any request by Owner, in each case on the Business Day following such request.

5.5 Litigation and Permit Lapses. Upon obtaining actual knowledge, either Party shall submit prompt written notice to the other Party of the following, to the extent relating to the Facility or the Services: (i) any litigation, claims or actions filed by or with any Governmental Authority; (ii) any actual refusal to grant, renew or extend, or any action filed with respect to the granting, renewal or extension of, any Permit; (iii) all penalties or notices of violation issued by any Governmental Authority; (iv) any dispute with any Governmental Authority that may affect the Facility; and (v) with respect to the matters identified in items (i), (ii), (iii) or (iv), any threats of such matters, which matters may affect the Facility.

## **ARTICLE VI - LIMITATIONS ON AUTHORITY**

6.1 General Limitations. Municipality has no authority to make policies or decisions with respect to the overall operation or maintenance of the Facility as a commercial enterprise. Owner shall determine all such matters. Notwithstanding any



provision in this Agreement to the contrary, unless previously approved in a Budget and Plan or otherwise approved in writing by Owner, in connection with Municipality's provision of Services hereunder, Municipality is prohibited from disposing of assets, making expenditures, or taking or agreeing to take any other action that materially varies from the applicable Budget and Plan; provided, however, that in the event of an Emergency, Municipality, without approval from Owner, is authorized to take all reasonable actions to prevent or mitigate such threatened damage, injury or loss in accordance.

## **ARTICLE VII - COMPENSATION AND PAYMENT**

7.1 General. Owner shall pay Municipality, or fund, as applicable, in the manner and at the times specified in this Article 6, all Administrative Costs, Site Costs and the Fee, all as further described below.

7.2 Administrative Costs. Subject to the applicable Budget, Owner shall pay Municipality for the following costs (the "Administrative Costs") incurred by Municipality in performing the Services: (i) time costs for Administrative Personnel when providing the Services at the rates set forth in Appendix D; and (ii) any other cost designated by the Parties as an Administrative Cost pursuant to the terms of this Agreement. In no event do Administrative Costs include the cost of any deductible or self-insured retention under any insurance maintained by Municipality. In no event shall Municipality add any mark-up to the Administrative Costs.

7.3 Site Costs. Subject to the applicable Budget, Owner shall pay Municipality for the following costs (the "Site Costs") incurred or required by Municipality in performing the Services: (i) equipment, material, supplies, consumables, spare parts, replacement components, tools, office equipment and supplies and utilities used at the Facility Site; (ii) special training of Site Personnel conducted on-Site or off-Site and associated travel expenses; (iii) third party advisors, consultants, attorneys, accountants and contractors providing work in support of the Services that cannot reasonably be performed by Site Personnel; (iv) Permits; (v) time costs for Site Personnel when providing the Services at the rates set forth in Appendix D; (vi) costs incurred in response to an Emergency; and (vii) any other activity exclusive of those listed in Section 6.2 that Municipality performs under this Agreement for the benefit of the Facility or that is approved in a Budget pursuant to the terms of this Agreement. In no event do Site Costs include the cost of any deductible or self-insured retention under any insurance maintained by Municipality.

7.4 Fee. In addition to all of the Services provided by Administrative and Site Personnel, the Fee is intended by the Parties to provide Owner with the benefit of the general knowledge that is relevant to the Facility. Although not capable of exhaustive definition, work included within the Fee consists of the following: (i) development and production of standard tools and templates; (ii) transmission of know-how/lessons-learned developed in Municipality's experience; (iii) development and coordination of O&M conferences and webinars; (iv) Owner visits to the Facility, including trips as outlined in the annual operating plan, which could include, but are not limited to, safety and

environmental site program evaluation, O&M review and NERC compliance review, the scope of which is established by Municipality in consultation with Owner; (v) quality assessment and management of Site Personnel performance; (vi) provision of responses to issues that arise during performance of the Services; (vii) publication and delivery of general O&M guidance materials; (viii) processing of payroll, benefits administration, and accounting relating to Municipality invoicing; and (ix) monitoring regulatory developments in human resources, federal environmental law, safety and NERC reliability standards, and provision of periodic updates regarding these compliance matters to Site Personnel.

7.5.1 Exclusions. For the avoidance of doubt, work that is in the nature of consulting, customized research, analysis, adaptation or population of general Municipality materials specifically for the Facility is excluded from the Fee. Although not capable of exhaustive definition, examples of work or items excluded from the Fee that Owner may elect to have performed for additional compensation include: (i) special environmental consulting, compliance and reporting services (beyond brief responses to Site Personnel inquiries on normal compliance and reporting services), permitting, legacy or pre-existing issues support, and monitoring of state environmental law; (ii) safety consulting or audits of safety practices (beyond safety reviews provided under Section 7.11.1); (iii) engineering or other support for Facility emergencies, operational events, capital projects or other Facility improvement initiatives; and, (iv) NERC consulting, audits or audit preparation (beyond NERC compliance reviews ). If the Municipality identifies a need for such extra work, Municipality may recommend such work or offer to perform such work, and request approval for such work with the Owner's Representative. If approved by Owner in writing, such work shall be performed in accordance with the rates set forth in Appendix D.

7.5.2 Escalation. The Fee will be escalated annually beginning on January 1, 2020 by applying the Escalation Factor to each amount pursuant to the method set forth in Appendix C.

7.6 Cost Audit. Owner is entitled to conduct an audit and review of Municipality's records with respect to all Administrative Costs and Site Costs together with any supporting documentation for a period of five (5) years from and after the date of the audited payment. Any dispute arising from a cost audit shall be resolved under Section 13.7.

7.7 Late Payment. To the extent Owner fails to pay any amount required to be paid under this Agreement by the Due Date, the unpaid amount shall accrue simple interest each day at the Late Payment Rate from the Due Date until such amount (plus accrued interest) is paid in full.

## **ARTICLE VIII - TERM**

8.1 Term. The initial Term of this Agreement is from and including the Effective Date of September 26, 2018 to December 31, 2024. This Term shall extend in increments

of one additional Year starting on January 1 of each subsequent Year until a Party notifies the other Party of its intent not to extend the Term by written notice delivered at least six (6) months prior to the end of any subsequent Year during the extended Term. Notwithstanding the foregoing, this Agreement and the Term is subject to earlier termination pursuant to Sections 7.2 and 7.3.

## 8.2 Termination by Owner.

8.2.1 Termination for Convenience. Beginning after the first anniversary of the Effective Date, Owner may terminate this Agreement without cause and for Owner's convenience by giving ninety (90) days prior written notice of the termination to Municipality. Notwithstanding any other provision of this Agreement, if Owner terminates this Agreement for convenience, but there exists an uncured event of Municipality default, Municipality will be entitled to receive only the sums it would be entitled to receive following an Owner termination for cause.

8.2.2 Termination for Cause. Owner is permitted to terminate this Agreement if any of the following events occur: (i) Bankruptcy of Municipality, (ii) payment default by Municipality (other than a disputed payment) that Municipality fails to cure within ten (10) days after Municipality has received written notice of such default; or (iii) default by Municipality in performance of its obligations under this Agreement that has a material effect on the functioning of the Facility and that Municipality has failed to cure or make substantial progress in the reasonable opinion of Owner towards curing within ninety (90) days of written notice of such failure.

8.3 Termination by Municipality. Municipality is permitted to terminate this Agreement if any of the following events occur: (i) payment default by Owner (other than a disputed payment) that is not cured within ten (10) days after the Due Date for any invoice, (ii) Bankruptcy of Owner; or (iii) default by Owner of any other obligation under this Agreement that has a material effect on Municipality's ability to perform the Services and that Owner has failed to cure or make substantial progress in the reasonable opinion of Municipality towards curing within ninety (90) days of written notice of such failure.

In the event of actions or omissions by Owner that, in the reasonable opinion of Municipality, will prevent the Facility from meeting the requirements of the Facility Agreements and Permits: (i) Municipality must promptly give Owner written notice of the actions or omissions and Municipality's related opinion and (ii) Municipality may thereafter terminate this Agreement if Owner has failed to cure or make substantial progress in the reasonable opinion of Municipality towards curing within ninety (90) days of the written notice, suspend the Services until cured, and take such other action as it deems reasonable to mitigate its risks pending cure by Owner.

8.4 Termination Payment. As soon as practicable after all cost information is gathered following termination, Municipality shall invoice Owner for Services rendered by Municipality through the termination date earned through the date of termination but not

paid, as such amounts are offset by any other damages due to Owner through such date (collectively, the "Termination Payment"). Owner shall pay the undisputed portion of the invoice for the Termination Payment no later than the Due Date.

8.5 Services Upon Expiration/Termination. Upon notice of expiration or termination of this Agreement by either Municipality or Owner, unless Owner has defaulted on any payment obligations under this Agreement, Owner has the right to specify a period of transition of not longer than ninety (90) days (the "Termination Transition Period") during which Municipality shall (i) continue to provide Services at the Facility in accordance with this Agreement, (ii) cooperate with Owner in planning and implementing a transition to any replacement provider of Services, and (iii) use its reasonable efforts to minimize disruption of Facility operations in connection with such activities. Owner shall compensate Municipality in accordance with this Agreement during the Termination Transition Period.

## **ARTICLE IX - INSURANCE**

9.1 The insurance provisions in Appendix G shall apply throughout the Term.

## **ARTICLE X - INDEMNIFICATION**

10.1 Municipality Indemnification. Subject to the limitations of liability in Sections 11.1 and 11.2, and to the extent permitted by law, Municipality shall indemnify and hold harmless Owner and its Affiliates, and their respective members, officers, directors, employees, agents and representatives (collectively, the "Owner Indemnitees"), from and against, and no Owner Indemnitee shall be responsible for, any and all Liabilities sustained or suffered by any Owner Indemnitee in connection with (i) injury to or death of any person or loss of or damage to the property of third parties or Municipality employees, to the extent caused by Municipality's or its Affiliates' negligence, willful misconduct, violation of any Applicable Law or breach of any representation, warranty or covenant in this Agreement, (ii) infringement of patent rights or copyrights by Municipality or its Affiliates, or (iii) a violation of Applicable Law but only to the extent attributable to Municipality or its Affiliates. Any Liabilities paid by Municipality pursuant to its indemnity obligation under this Section 9.1 are not Administrative Costs or Site Costs.

10.1.1 Municipality's indemnification obligation exists regardless of whether or not the Liabilities are caused in part by an Owner Indemnitee, but Municipality is not obligated to indemnify any Person from and against the consequences of that Person's own negligence.

10.1.2 Municipality's indemnification obligation will not be limited by any insurance policy provided or required in connection with the Facility.

10.2 Owner Indemnification. Subject to the limitations of liability in Sections 10.1 and 10.2, Owner shall indemnify and hold harmless Municipality, and its officers, directors, employees, agents and representatives (collectively, the "Municipality Indemnitees"), from and against, and no Municipality Indemnatee shall have responsibility for, any and all Liabilities sustained or suffered by any Municipality Indemnatee in connection with (i) injury to or death of any person or loss of or damage to property of third parties or Owner employees, to the extent caused by Owner's or its Affiliates' negligence, willful misconduct or violation of any Applicable Law or breach of any representation, warranty or covenant in this Agreement, (ii) infringement of patent rights or copyrights by Owner or its Affiliates, or (iii) a violation of Applicable Law but only to the extent attributable to Owner or its Affiliates.

10.2.1 Owner's indemnification obligation exists regardless of whether or not the Liabilities are caused in part by a Municipality Indemnatee, but Owner is not obligated to indemnify any Person from and against the consequences of that Person's own negligence.

10.2.2 Owner's indemnification obligation will not be limited by any insurance policy provided or required in connection with the Facility.

## **ARTICLE XI - LIABILITIES OF THE PARTIES**

11.1 Limitations of Liability. Notwithstanding any provision in this Agreement that may be susceptible to contrary interpretation, neither the Parties nor any Owner Indemnitees or Municipality Indemnitees shall be liable for consequential or indirect loss or damage, including loss of profit, cost of capital, loss of goodwill, or any special or incidental damages. The Parties further agree that the waivers and disclaimers of liability, indemnities, releases from liability and limitations of liability expressed in this Agreement shall survive termination or expiration of this Agreement, and shall apply in all circumstances, whether in contract, equity, tort or otherwise, regardless of the fault, negligence (in whole or in part), strict liability, breach of contract or breach of warranty of the Party indemnified, released or whose liabilities are limited, and shall extend to the Owner Indemnitees and Municipality Indemnitees.

11.2 No Warranties or Guarantees. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES OR GUARANTEES TO THE OTHER, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, AND BOTH PARTIES DISCLAIM AND WAIVE ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11.3 Exclusive Remedies. The remedies under this Agreement in respect of or in consequence of (i) any breach of contract, (ii) any negligent act or omission, (iii) death or personal injury, or (iv) loss of or damage to any property, are to the exclusion of any other remedy that either Party may have against the other under Applicable Law.

11.4 Exceptions to Limitations. Notwithstanding any provision in this Agreement that may be susceptible to contrary interpretation, the liability limitations expressed in and all other provisions of this Article X (i) are separate from, and are not to be construed as limiting, any insurance coverage, and (ii) will not apply to claims arising from gross negligence or willful misconduct.

## **ARTICLE XII - CONFIDENTIALITY**

12.1 General. During the Term, and for three (3) years after the expiration or termination of this Agreement, each Party shall hold in confidence any Confidential Information supplied by the other Party. "Confidential Information" means with respect to each Party, all written or oral information of a proprietary, intellectual or similar nature, relating to a Party's business, projects, operations, activities or affairs, whether of a technical or financial nature or otherwise that has not been publicly disclosed and that the receiving Party acquires directly or indirectly from the disclosing Party. Each receiving Party further agrees to require its contractors, vendors, suppliers and employees, agents or prospective purchasers to preserve the confidentiality of Confidential Information. The receiving Party may make necessary disclosures to third parties directly engaged in the operation, ownership or financing of the Facility if such third parties are under an obligation to receive and hold such Confidential Information in confidence.

12.2 Exceptions. The provisions of this Article XI do not apply to information within one or more of the following categories:

12.2.1 Public Domain. Information that was in the public domain prior to the receiving Party's receipt or that subsequently becomes part of the public domain by publication or otherwise, except by the receiving Party's wrongful act, or

12.2.2 Prior Receipt. Information that the receiving Party can demonstrate was in its possession prior to receipt thereof from the disclosing Party, or

12.2.3 Third Party Delivery. Information received from a third party having no obligation of secrecy with respect thereto.

12.3 Required Disclosure. Notwithstanding the foregoing, any receiving Party required by law, rule, regulation, subpoena or order, or in the course of administrative or judicial proceedings, to disclose Confidential Information that is otherwise required to be maintained in confidence pursuant to this Article XII, may make disclosure notwithstanding the provisions of this Article XII. Prior to doing so, the receiving Party, immediately upon learning of the requirement, shall notify the disclosing Party of the requirement and cooperate to the maximum extent practicable to minimize the disclosure of Confidential Information. Any receiving Party disclosing Confidential Information pursuant to this Section 12.3 shall use reasonable efforts, at the disclosing Party's cost, to obtain proprietary or confidential treatment of Confidential Information by the third party to whom the information will be disclosed, and to the extent such remedies are

available, shall use reasonable efforts to seek protective orders limiting the dissemination and use of Confidential Information. Nothing in this Agreement is intended to prevent the disclosing Party from appearing in any proceedings and objecting to the disclosure.

### **ARTICLE XIII - MISCELLANEOUS PROVISIONS**

13.1 Assignment. This Agreement is not assignable by a Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, except that this Agreement may be assigned by Owner to an Affiliate. Assignment pursuant to this Section 13.1 shall not relieve the assigning Party of any of its obligations under this Agreement that arose prior to the date of such assignment. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the Parties.

13.2 Subcontractors. Subcontracting of the Services shall not relieve Municipality of its duties, liabilities or obligations to Owner. Owner has the right, in its sole discretion, to approve the retention of any subcontractors and the terms and conditions of any subcontract.

13.3 Not for Benefit of Third Parties. Except where a contrary intention is expressly stated, this Agreement and each and every provision hereof are for the exclusive benefit of the Parties that executed this Agreement and not for the benefit of any third party.

13.4 Force Majeure.

13.4.1 Events Constituting Force Majeure. A "Force Majeure Event" is any event that (a) restricts or prevents performance under this Agreement, (b) is not reasonably within the control of the Party affected or caused by the default or negligence of the affected Party and (c) cannot be overcome or avoided by the exercise of due care. Force Majeure Events include failure of a Party to perform due to drought, flood, earthquake, storm, fire, lightning, epidemic, war, terrorism, civil disturbances, sabotage, work stoppages (i.e., strikes, but not including strikes by employees of Municipality, or their respective subcontractors (if any)), accident or curtailment of supply, unavailability of construction materials or replacement equipment beyond the affected Party's control, inability to obtain and maintain Permits from any Governmental Authority for the Facility, restraint by court order, and changes in Applicable Law that affect performance under this Agreement. Except for the obligation of each Party to make payments of amounts owed to the other Party, each Party is excused from performance and will not be considered to be in default in respect to any obligation if performance cannot occur due to a Force Majeure Event. Neither Party shall be relieved of its obligations under this Agreement solely because of increased costs or other adverse economic consequences that may be incurred through the performance of such obligations.

13.4.2 Notice. If a Party's ability to perform its obligations under this Agreement is affected by a Force Majeure Event, the Party claiming such inability shall (i) promptly notify the other Party of the Force Majeure Event and its cause and confirm the same in writing within five (5) Business Days of its discovery, (ii) promptly supply such available information about the Force Majeure Event and its cause as reasonably may be requested by the other Party and (iii) initiate efforts to remove the cause of the Force Majeure Event or to lessen its effect.

13.4.3 Scope. The suspension of performance arising from a Force Majeure Event shall be of no greater scope and no longer duration than necessary. The excused Party shall use its reasonable efforts to remedy its inability to perform as quickly as reasonably possible.

### 13.5 Dispute Resolution.

13.5.1 Notice of Dispute. A Party asserting the existence of a dispute shall deliver a written dispute notice to the other Party, describing the nature and substance of the dispute and proposing a resolution of the dispute.

13.5.2 Negotiation. The Parties shall first attempt in good faith to resolve the dispute through negotiations between (i) the Municipality project supervisor and (ii) the General Manager during the ten (10) Business Days following delivery of the dispute notice, which period may be extended upon agreement of Municipality project supervisor and the General Manager. If a Preliminary Settlement is not achieved at the conclusion of the initial negotiation period, the Parties shall then attempt in good faith to resolve the dispute through negotiations between Municipality's Executive and Owner's Executive.

13.5.4 Litigation. If a settlement is not achieved, either Party may bring an action in a court of competent jurisdiction as defined in the balance of this section. All litigation arising out of or related to this Agreement must be brought in the United States District Court for the Southern District of Ohio, Eastern Division ("Federal Court"). If that Federal Court does not have jurisdiction for any reason, the litigation must be brought only in the Court of Common Pleas of Franklin County, Ohio. THE OWNER AND MUNICIPALITY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER THE LITIGATION SOUNDS IN TORT, CONTRACT, OR OTHERWISE.

13.5.5 Exception for Injunctive Relief. Notwithstanding the provisions set forth above in this Section 14.7, the requirement to submit Disputes to negotiation shall not apply if, and to the extent, that there exists an imminent threat of irreparable injury to a Party and that Party seeks and obtains a temporary restraining order or preliminary injunction in an expedited court proceeding in response to such threat.

13.6 Amendments. No amendments or modifications of this Agreement are valid unless in writing and signed by duly authorized representatives of the Parties.



13.7 Survival. Notwithstanding any provisions to the contrary, the obligations set forth in Article VII and Article VIII (with respect to payments), Article X and Article XII, Section 14.7 and the limitations on liabilities set forth in Article XI will survive, in full force, the expiration or termination of this Agreement.

13.8 No Waiver. No delay, waiver or omission by Owner or Municipality to exercise any right or power arising from any breach or default by Owner or Municipality with respect to any of the terms, provisions or covenants of this Agreement shall be construed to be a waiver by Owner or Municipality of any subsequent breach or default of the same or other terms, provisions or covenants on the part of Owner or Municipality.

13.9 Notices. Any written notice required or permitted under this Agreement shall be deemed to have been duly given on the date of receipt, and shall be either delivered personally to the Party to whom notice is given, or mailed to the Party to whom notice is to be given, by facsimile, email, or first class registered or certified mail.

13.10 Representations and Warranties. Each Party represents and warrants to the other Party that, as of the date hereof:

13.10.1 Existence. It is duly organized and validly existing under the laws of the state of its organization and has all requisite power and authority to own its property and assets and conduct its business as presently conducted or proposed to be conducted under this Agreement.

13.10.2 Authority. It has the power and authority to execute and deliver this Agreement, to consummate the transactions contemplated hereby and to perform its obligations hereunder.

13.10.3 Validity. It has taken all necessary action to authorize its execution, delivery and performance of this Agreement, and this Agreement constitutes the valid, legal and binding obligation of such Party enforceable against it in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, moratorium or similar laws affecting the rights of creditors or by general equitable principles (whether considered in a proceeding in equity or at law).

13.11 Additional Representation and Warranty by Municipality. Municipality further represents and warrants to Owner that it has substantial expertise and experience in the provision of services to the Facility and it is fully qualified to provide such services at the Facility in accordance with the terms of this Agreement.

13.12 Counterparts. The Parties may execute this Agreement in counterparts that, when signed by each of the Parties, constitute one and the same instrument. Thereafter, each counterpart shall be deemed an original instrument as against any Party who has signed it.

13.13 Governing Law. This Agreement is governed by and shall be construed in accordance with Ohio law, exclusive of the conflicts and choice of law provisions thereof.

13.14 Severability. If any provision of this Agreement, or the application of any such provision to any Person or circumstance, is held invalid by any court or other forum of competent jurisdiction, the remainder of this Agreement, or the application of such provision to Persons or circumstances other than those as to which it is held invalid, shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in a manner materially adverse to a Party. Upon any such determination of invalidity, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that this Agreement is consummated as originally contemplated to the greatest extent possible.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized officers as of the date set forth in the preamble to this Agreement.

## APPENDIX A - SCOPE OF SERVICES

Program Development and Implementation	<p>Develop if program is not in place and memorialize in a manual, or review existing programs and manuals and recommend changes to Owner if necessary, and implement (in coordination/compliance with appropriate Owner policies and procedures) detailed Facility programs, including:</p> <ul style="list-style-type: none"> <li>• Safety and Health Program</li> <li>• Environmental Compliance Program</li> <li>• Operations Program</li> <li>• Maintenance Program</li> <li>• Administrative Program</li> <li>• Training/Qualification Program</li> </ul>
Data Review	Review Owner-provided data related to Facility design, spare parts lists, and Site Personnel training. Provide comments to the Owner.
Budgets	Prepare operation and maintenance budgets. Submit to the Owner for approval.
Routine Maintenance	Perform routine maintenance and scheduled preventive maintenance actions on Facility systems. Establish appropriate predictive maintenance programs.
Tool and Spare Parts Lists	Prepare lists of the inventory of tools and spare parts needed for maintenance and repair of the Facility and its equipment
Inventory Control System	Set up a PC-based inventory control system. Train personnel and integrate it with the Facility purchasing and accounting systems
Facility Staffing	Recruit, hire, transfer, or otherwise acquire qualified personnel in accordance with the Owner-approved staffing plan and schedule for the Facility.
Personnel Administration	Administer personnel functions for Facility employees such as payroll, personnel records, benefit plans, insurance, and grievances.
Accounting Systems	Set up the accounting and inventory control systems at the Facility. Install computer software and train office personnel.
Procurement Systems	Set up the procurement system at the Facility. Purchase and maintain (to the Owner's account) the necessary inventory of tools, spare parts, consumables, and other supplies.
Facility Safety	Follow GEM standard safety procedures including lock out, tag out procedures, and participate in periodic training, including operator personnel training. Conduct Facility walk downs and inspections to identify actual Facility conditions. Develop and implement a site-specific Facility safety manual.
Operations Procedures	Review and amend as necessary comprehensive system operations procedures.
Preventive Maintenance Program	Develop a database for a comprehensive preventive maintenance program and train Site Personnel in the use of the program.
Routine Maintenance	Perform routine and preventive maintenance actions on all Facility systems and equipment in accordance with vendor instructions and the maintenance plan for the facility. This program includes:

	<ul style="list-style-type: none"> <li>Operational Checks. Conduct frequent visual equipment inspections and log significant parameters. Trend and analyze this information as appropriate.</li> <li>Routine and Fixed Interval Maintenance. Identify all preventive maintenance requirements. Schedule and assign routine maintenance during operations, planned outages, or forced or unscheduled outages.</li> </ul>
Major Maintenance and Repairs	In coordination with and support of the Facility Agreements, arrange for scheduled inspections and overhauls on major equipment. Retain vendors for unscheduled major repairs as required and manage and oversee all repairs and modifications.
Facility Outages	<p>Manage all Facility outages (planned, unscheduled, forced) to minimize outage duration and impact on production:</p> <ul style="list-style-type: none"> <li>Task Assignment - Identify all maintenance that requires a Facility outage or equipment to be taken out of service.</li> <li>Work Schedule - Develop and implement a detailed schedule to track all outage preparations, work and testing, including corrective maintenance actions, contractor work and scheduled preventive maintenance. Conduct preparations to support this plan, including ordering and receiving all required spare parts.</li> <li>Plan and coordinate with Owner subcontractors.</li> </ul>
Assistance to Owner	Provide assistance to Owner, as reasonably requested, with the execution of Owner's duties relative to operation of the Facility. This task includes such activities as the preparation and coordination of warranty claims, license and permit renewals, interfacing with Owner's management and personnel, and interfacing with local authorities.
Buildings and Grounds	Arrange for janitorial, garbage pickup and landscape services and maintain all access roads, office buildings, and other structures in good repair at all times.
Reports	Prepare and submit O&M reports as requested relative to performance, including environmental compliance records, maintenance and repair status, Facility operating data, and any other information reasonably requested by Owner.
Security	Implement or arrange for implementation of security measures in accordance with the Facility security plan.
Training Program	Implement a continuing program of training designed to orient new Site Personnel, refresh/cross-train existing Site Personnel, and keep all Site Personnel aware of Facility safety requirements and emergency procedures. This program includes specialty skills training.
Drawing/Manual Maintenance	Maintain the Facility library and update Facility manuals and vendor service manuals. Update (or arrange for updating) Facility drawings to reflect changes to the as-built configuration. In addition to document management, maintain physical Facility configuration control.
NERC TO obligations	Address the NERC Transmission Owner obligations, as set forth more fully in the AMPT NERC Standards 2018, as revised from time to time.
Procedures	Follow the procedures set forth in:

	<ul style="list-style-type: none"> <li>➤ Protection System Maintenance Program Protection Manual</li> <li>➤ Protection System Misoperation and Identification and Correction Procedure</li> <li>➤ Transmission Operations Procedure</li> <li>➤ Interconnection Reliability Operation and Coordination Procedure</li> <li>➤ Event reporting Operating Plan</li> <li>➤ CIP Master Plan</li> <li>➤ CIP Security Plan</li> <li>➤ Cyber Security Incident Response Plan</li> <li>➤ Transmission Relay Loadability; Generator Relay Loadability Procedure</li> </ul>

## **APPENDIX B - FACILITY DESCRIPTION AND SPECIFICATIONS**

### **I. Facility Site:**

Northside Substation  
V180 County Road 13  
Napoleon, OH 43545

### **II. Point of Interconnections:**

Electrical Switchyard - interconnections located on the high side terminals of East and West 138kV to 69kV auto transformers. Unless modified by the lists [of inclusions or exclusions contained in the NERC Bulk Electric System (BES) Definition Reference Document], this includes all Transmission Elements operated at 100 kV or higher and Real Power and Reactive Power resources connected at 100 kV or higher. This does not include facilities used in the local distribution of electric energy.

## **APPENDIX C - FEE ESCALATION METHODOLOGY**

Beginning January 1, 2020, and on each succeeding January 1st throughout the Term of this Agreement, the Fee will be escalated by multiplying the relevant sum in effect during the immediately preceding Year by the Escalation Factor (as defined below).

"Escalation Factor" means a factor representing the percentage change found in "Table 5" on employment cost trends published by the United States Bureau of Labor Statistics entitled "Compensation (Not seasonally adjusted): Employment Cost Index for total compensation, for private industry workers, by occupational group and industry" (the "ECI"). Municipality will determine the Escalation Factor for the following Year by reading the published percentage change for the 12 months ending in September of the Year for the "management, professional and related" line in the "service-providing industries" section found in the ECI. In the event that such calculation yields a number less than 1.0, the Escalation Factor will be fixed at 1.0 for such Year. ECI data is available at the U.S. Department of Labor, Bureau of Labor Statistics website: <http://www.bls.gov>. In the event the specific ECI datum is discontinued or superseded, a reasonable substitute or replacement datum will be identified by Municipality, or in the absence of such substitute or replacement datum, the Parties will agree in good faith on a reasonable method for calculation of the Escalation Factor.

## APPENDIX D – MUNICIPAL PERSONNEL RATES

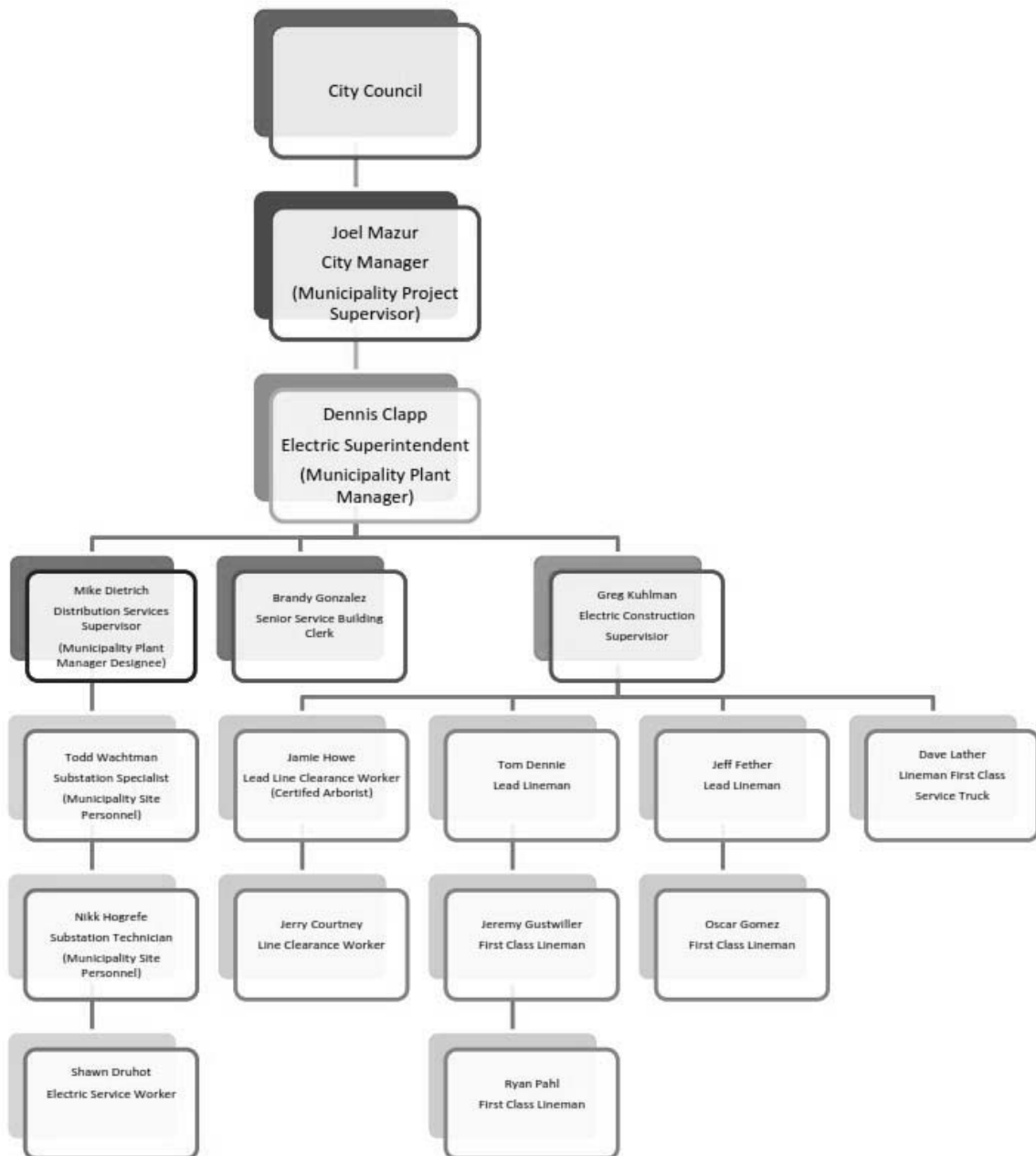
The following hourly billing rates apply to Municipal Personnel time that is reimbursable under Section 7.2 (Administrative Costs). Municipality may adjust the below rates in accordance with its normal salary-review practices, but (1) not before December 31, 2019, and (2) not more than once in any one-year period thereafter. Municipality must give written notice of any rate increase no less than 60 days before the increase becomes effective.

Department/Position	Hourly Rate
<b><u>Electric</u></b>	
Electric Distribution Superintendent	\$39.86
Distribution Services Supervisor	\$34.67
Substation Maintenance Specialist	\$33.84
Substation Technician	\$29.61
Senior Service Building Secretary	\$17.12
<b><u>Administration</u></b>	
City Manager	\$50.51
Executive Assistant to Appointing Authority	\$21.42
Human Resource Director	\$31.77
<b><u>Legal</u></b>	
Law Director	\$45.46
Executive Assistant to Appointing Authority	\$24.24
<b><u>Finance</u></b>	
Finance Director	\$50.62
Assistant Finance Director	\$35.55
Senior Account Clerk	\$24.25



## APPENDIX E- FACILITY ORGANIZATION CHART

### City of Napoleon Electric Division Organizational Chart



## **APPENDIX F – DEFINITIONS**

"Actual Fixed Cost" means annual actual costs for the fixed portion of costs associated with the operation and maintenance of the Facility which include costs for: labor; labor services; training; staffing; contract services; environmental expenses; routine operation and maintenance expenses; general and administrative expenses; vehicles; transmission expenses; fixed portion of utilities; and fees.

"Actual Variable Expenses" means annual actual costs for the variable portion of the costs associated with the operation and maintenance of the Facility which include costs for variable operating expenses.

"Administrative Personnel" means the employees of Municipality who are engaged in the provision of the Services, except for Site Personnel.

"Agreement" means this O&M Services Agreement, as the same may be modified or amended from time to time in accordance with its provisions.

"Budgeted Fixed Cost" means the annual budgeted amounts prepared by Municipality for the fixed portion of costs associated with the operation and maintenance of the Facility which include costs for: labor; labor services; training; staffing; contract services; environmental expenses; routine operation and maintenance expenses; general and administrative expenses; vehicles; transmission expenses; utilities; and fees.

"Budgeted Variable Expenses" means annual budgeted amounts prepared by Municipality for the variable portion of the costs associated with the operation and maintenance of the Facility which include costs for variable operating expenses.

"Business Day" means any day on which commercial banks in the location of the Facility are authorized to be open for business.

"Claims" means any and all claims, assertions, demands, suits, investigations, inquiries, and proceedings, including those that are judicial, administrative or third-party.

"Due Date" means, (i) with respect to any Municipality invoice, the date that is thirty (30) days following the date on which Municipality submits the invoice to Owner and (ii) with respect to any Owner invoice, the date that is thirty (30) days following the date on which Owner submits the invoice to Municipality.

"Effective Date" means the date first above written.

"Escalation Factor" has the meaning set forth in Appendix C.

"Extraordinary Item" means any purchase order issued by Municipality on behalf of Owner in an amount greater than Fifty Thousand Dollars (\$50,000) or, if an annual

blanket purchase order, that Municipality reasonably anticipates will exceed Fifty Thousand Dollars (\$50,000) during a Year.

"Facility Agreements" means applicable equipment maintenance agreements in effect or entered into from time to time by Owner or assigned from Municipality to Owner, and equipment contracts with regard to warranties and equipment design and specifications and portions of the Financing Agreements relevant to this Agreement.

"Facility Manuals" means Facility equipment manuals, system descriptions, system operating instructions, equipment maintenance instructions and pertinent design documentation created by the Persons that constructed the Facility or manufactured its equipment, to the extent provided to Municipality by Owner pursuant to Section 4.4.1.

"Fee" means the sum of Ten Thousand Dollars (\$10,000) per year during the Term.

"Governmental Approval" means any consent, license, approval, exemption, Permit, "no objection certificate" or other authorization of whatever nature that is required to be granted by any Governmental Authority or any third party with respect to the siting, construction, operation, service, and maintenance of the Facility in accordance with this Agreement, or otherwise necessary to enable Owner or Municipality to exercise its rights, or observe or perform its obligations, under this Agreement.

"Governmental Authority" means any United States federal, state, local or foreign governmental department, commission, board, bureau, authority, agency, court, instrumentality or judicial or regulatory body or entity.

"Insurance Payment" means Municipality's cost of insurance held by Owner for the jointly owned assets.

"Late Payment Rate" means a rate of interest per annum equal to the lesser of (i) two percent (2.0%) above the "prime" reference rate of interest quoted to substantial commercial borrowers on ninety (90) day loans by Wells Fargo Bank or (ii) the maximum rate of interest permitted by Applicable Law.

"Liabilities" means, collectively, any and all Claims, damages, judgments, losses, obligations, liabilities, actions and causes of action, fees (including reasonable attorneys fees and disbursements), costs (including court costs), expenses, penalties, fines and sanctions.

"NERC" means the North American Electric Reliability Corporation or any regional entity thereunder, like ReliabilityFirst.

"O&M Manuals" means the operation and maintenance procedures and Facility systems descriptions, training, safety, and environmental manuals, together with the documents and schedules described in such manuals.

"Owner" means AMP Transmission, LLC and includes Owner's successors and permitted assigns hereunder.

"Permit" means any permit, license, consent, approval or certificate that is required for the operation or maintenance of the Facility or the performance of any Service and includes Permits required under Environmental Laws.

"Person" means any Party, individual, partnership, corporation, association, limited liability company, business trust, government or political subdivision thereof, governmental agency or other entity.

"PJM" means PJM Interconnection, LLC or its successor.

"Prudent Operation and Maintenance Practices" means those practices, methods and acts generally employed in the power generation industry that at the particular time in question, in the exercise of reasonable judgment in light of the facts known at the time the decision in question was being made, would have been expected to accomplish the desired result of such decision consistent with the goals established in a Budget and Plan, and the requirements of Applicable Law. With respect to Municipality, Prudent Operation and Maintenance Practices are not limited to the optimum practices, methods or acts to the exclusion of all others, but rather include a spectrum of possible practices, methods or acts commonly employed in the power generation and transmission industry, including taking reasonable actions to provide a sufficient number of Persons who are available and adequately trained to provide Services at the Facility, and timely perform preventive, routine, and non-routine maintenance and repairs, as exemplified and generally described in Appendix A, subject, in all cases, to the limitations on Municipality authority and duties as set forth in this Agreement.

"Services" means all the work to be performed by Municipality as described or referenced in Section 3.1 and listed in Appendix A.

"Site" means the land on which the Facility is situated, as more fully described in Appendix B.

"Site Personnel" means those individuals who are employed by Municipality in the performance of its obligations under this Agreement and permanently assigned to the Facility Site.

"Term" means the Initial Term together with any extensions.

"U.S. Dollars" or "Dollars" means United States Dollars, the lawful currency of the United States of America.

"Year" means the calendar year.

## **APPENDIX G – INSURANCE**

1. Municipality Insurance. Municipality shall throughout the Term maintain the insurance set forth below:

1.1 Workers Compensation. Workers compensation insurance covering Municipality's employees as required by Applicable Law and employers liability insurance with (i) an each-accident limit of not less than \$1,000,000, (ii) a disease each-employee limit of not less than \$1,000,000, and (iii) a disease policy limit of not less than \$1,000,000.

1.2 Automobile Liability. Automobile bodily injury, including coverage for automobiles owned, leased, rented, borrowed, or hired by Municipality with limits of not less than \$1,000,000 per accident.

1.3 Liability Coverage. Municipality shall provide and maintain an excess liability policy with a per-occurrence and annual limit of Two Million Dollars (\$2,000,000) and a self-insured retention or deductible no greater than Five Hundred Thousand Dollars (\$500,000). Such policy shall also provide coverage in excess of the insurance described in Sections 1.1 and 1.2. The insurance required under this section may be written on a claims-made basis but not a claims-made-and-reported basis.

2. Owner Insurance. Owner shall throughout the Term maintain the insurance set forth below:

2.1 Property. Property insurance in amounts determined in Owner's sole discretion. Such property insurance shall be primary with respect to any and all claims for loss or damage to the Facility.

2.2 Workers Compensation. Workers compensation insurance covering Owner's employees as required by law and employers liability insurance with (i) an each-accident limit of not less than \$1,000,000, (ii) a disease each-employee limit of not less than \$1,000,000, and (iii) a disease policy limit of not less than \$1,000,000.

2.3 Commercial General Liability. Commercial general liability insurance with limits of \$1,000,000 per occurrence/annual aggregate.

2.4 Automobile Insurance. Automobile liability insurance covering automobiles owned, leased, rented, borrowed, or hired by Owner with limits of \$1,000,000 per accident.

2.5 Additional Coverage. Umbrella or excess liability insurance in excess of the insurance described in Sections 2.2 (employer's liability), 2.3 and 2.4 will be carried with limits of \$5,000,000 per occurrence/annual aggregate.

3. Additional Insured. Owner shall make the Municipality Indemnitees additional insureds under the insurance required in Sections 2.3 and 2.5 but (i) only for claims arising in whole or in part from the negligence of the Owner Indemnitees and then only to the extent of that negligence, and (ii) only to the extent of the limits required in Sections 2.3. and 2.5.

Municipality shall make the Owner Indemnitees additional insureds with respect to the insurance required in Section 1.3, including any self-insured retention, but (i) only for claims arising in whole or in part from the negligence of the Municipality Indemnitees and then only to the extent of that negligence, and (ii) only to the extent of the limits required in Section 1.3.

4. Waiver of Subrogation. Owner shall cause the insurers providing the insurance required in Sections 2.1 and 2.3 through 2.5 to waive any rights of subrogation against the Municipality Indemnitees. To the extent permitted by Applicable Law, Owner shall cause the insurer providing the insurance required in Section 2.2 to waive any rights of subrogation against the Municipality Indemnitees.

Municipality shall cause the insurers providing the insurance required in Sections 1.2 and 1.3 to waive any rights of subrogation against the Owner Indemnitees. To the extent permitted by law, Municipality shall cause the insurer providing insurance required in Section 1.1 to waive any rights of subrogation against the Owner Indemnitees.

5. Form and Content. All insurance policies with respect to insurance maintained by either Owner or Municipality pursuant to this Article IX shall:

5.1 Insurer Rating. Be placed with insurance companies that have a Best's rating of at least A-VII or with companies that are otherwise reasonably acceptable to Lenders, Owner and Municipality;

5.2 Claims-Made Form. If written on a claims-made policy form, be maintained with a retroactive date that is prior to the Effective Date and for a period of at least five years following the expiration or termination of this Agreement;

5.3 Severability of Interest. State that all provisions, except the policy limits, shall operate in the same manner as if there were a separate policy covering each insured;

5.4 Non-Recourse Premiums. Grant no recourse for payment of any premium against Municipality or any additional insured for insurance required to be furnished by Owner pursuant to Section 9.2 and no recourse for payment of any premium against Owner or any additional insured for insurance required to be furnished by Municipality pursuant to Section 9.1; and

5.5 Cancellation Notice. Provide that the insurer give thirty (30) days prior written notice of cancellation of such policies unless cancellation is for non-payment of premiums, in which case a minimum of ten (10) days notice must be provided.

6. Certificates. Each Party shall furnish the other Party with certificates evidencing that the required insurance is in effect.

7. Deductibles. Notwithstanding any limitation of liability or other provision of this Agreement that may be susceptible to contrary interpretation, each Party shall be solely responsible for the payment of all deductibles or self-insured retentions on insurance policies obtained by such Party as required under this Agreement.

8. Insurance on Jointly Owned Facilities. Notwithstanding Section 7 herein, Owner shall procure commercial general liability from an insurance company with a Best A-/VII rating or better in the amount of not less than \$1,000,000 per occurrence and not less than \$2,000,000 in the aggregate to cover one hundred percent (100%) of the Jointly Owned Facilities. Owner's policy of insurance for the Jointly Owned Facilities shall name Municipality an additional insured. Municipality shall pay for half of the insurance premium and any deductible for a claim on the Jointly Owned Facilities. All insurance proceeds on claims on the Jointly Owned Facilities shall be divided equally between Owner and Municipality.

**Attachment 1**  
**Standard Operating Procedures**

[TO COME]

4826-0347-8385, v. 1

DRAFT



## **RESOLUTION NO. 003-19**

### **A RESOLUTION AUTHORIZING THE CITY MANAGER FOR THE CITY OF NAPOLEON, OHIO TO COMPLETE ALL ACTS NECESSARY FOR THE SALE OF CERTAIN PROPERTY OWNED BY THE CITY OF NAPOLEON, OHIO, TO THE NAPOLEON AREA CITY SCHOOLS, TO WIT: RECORDING EQUIPMENT PREVIOUSLY USED TO FULFILL THE NCTV CONTRACT BETWEEN THE CITY AND NAPOLEON AREA SCHOOLS; AND DECLARING AN EMERGENCY**

**WHEREAS**, in the year 2007, the City and Napoleon Area Schools entered into an agreement, effective September 24, 2007, providing for the operation of a public access channel for Napoleon, Ohio; and,

**WHEREAS**, Napoleon Area Schools, due to the inability to maintain a consistent schedule of students and volunteers to appear and record Council meetings, can no longer uphold its obligations to the City of Napoleon regarding the maintenance of said public access channel, as outlined in the agreement; and,

**WHEREAS**, the public access channel is not otherwise required for the City's purposes; and,

**WHEREAS**, the subject property consists of various items of recording equipment; and,

**WHEREAS**, the City Manager, being the official in charge of the property, has advised this Council that the subject property is no longer needed for a public purpose; and,

**WHEREAS**, the City may sell, lease, exchange or option any real property or personal property belonging to it, without advertisement and without the receipt of competitive bids, pursuant to legislation approved by the affirmative vote of two-thirds of the current members of Council authorizing the same and pursuant to a finding by the officer, board or department having supervision or management of such property that it is no longer needed for any municipal purpose, to the United States of America, to the State, to any subdivision, agency or department of the United States or the State, or to any not-for-profit corporation or other entity organized and operated for a public or charitable purpose, upon such terms and conditions as Council may decide, pursuant to City of Napoleon Codified Ordinances Section 107.03. **Now Therefore**,

### **BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NAPOLEON, OHIO:**

Section 1. That, various recording equipment currently owned by the City of Napoleon, is hereby determined by this Council not to be required by the City for its purposes, and that selling this equipment will promote the education of students at the Napoleon Areas Schools by providing equipment needed to develop television broadcasting classes.

Section 2. The City Manager of Napoleon, Ohio is hereby authorized and directed to complete all acts necessary for the sale of the above-listed property pursuant to and in accordance with Napoleon Codified Ordinance Sections 107.03.

Section 3. That, it is found and determined that all formal actions of this City Council concerning and relating to the adoption of this Resolution were adopted in open meetings of this City Council, and that all deliberations of this City Council and any of its committees that resulted in such formal actions were in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code and the Codified Ordinances of Napoleon Ohio.

Section 4. That, if any other prior Ordinance or Resolution is found to be in conflict with this Resolution, then the provisions of this Resolution shall prevail. Further, if any portion of this Resolution is found to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this Resolution or any part thereof.

Section 5. That, this Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health or safety of the City and its inhabitants, and for the further reason that this legislation must be in effect at the earliest possible time for the furtherance of educational development within the Napoleon Area Schools, all of which affects the public peace, health or safety accessible to our citizens; therefore, provided it receives the required number of votes for passage as emergency legislation, it shall be in full force and effect immediately upon its passage; otherwise, it shall be in full force and effect at the earliest time permitted by law. Further, the Emergency Clause is necessary to begin the sale process in a timely manner, and for further reasons as stated in the Preamble hereof.

Passed: \_\_\_\_\_

\_\_\_\_\_  
Joseph D. Bialorucki, Council President

Approved: \_\_\_\_\_

\_\_\_\_\_  
Jason P. Maassel, Mayor

VOTE ON PASSAGE \_\_\_\_ Yea \_\_\_\_ Nay \_\_\_\_ Abstain

Attest:

\_\_\_\_\_  
Roxanne Dietrich, interim Clerk of Council

*I, Roxanne Dietrich, interim Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Resolution No. 003-19 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_; & I further certify the compliance with rules established in Chapter 103 of the Codified Ordinances of Napoleon Ohio and the laws of the State of Ohio pertaining to Public Meetings.*

\_\_\_\_\_  
Roxanne Dietrich, interim Clerk of Council

# NAPOLEON AREA CITY SCHOOLS

## BOARD OF EDUCATION

Frank S. Cashman, President  
Ty A. Otto, Vice President  
Marcia S. Bruns, Member  
Rob M. Rettig, Member  
Michael J. Wesche, Member

701 Briarheath Avenue, Suite 108  
Napoleon, Ohio 43545

*Dr. Stephen R. Fogo, Superintendent*

## ADMINISTRATIVE OFFICE

PHONE 419-599-7015  
FAX 419-599-7035

## TREASURER

Michael R. Bostelman

December 6, 2018

City of Napoleon  
Attn: Mr. Joel Mazur, City Manager  
255 W Riverview, PO Box 151  
Napoleon OH 43545-0151

12-10-18 P12:03 IN

Re: NCTV Contract

Dear Mr. Mazur:

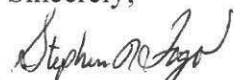
As you know, the Napoleon Area City Schools has a long-standing partnership with the City of Napoleon regarding the district's production and broadcasting of a community public broadcasting channel (NCTV5). Due to the City's partnership, literally hundreds of students have had hands-on experience with television broadcasting. I want to thank the City for allowing the students in the district this privilege.

Unfortunately, it saddens me to share that factors have come together leading me to request the dissolution of this partnership. The district has not been able to find personnel to uphold its obligations to the City under the partnership. Consequently, the district finds itself in the position of dissolving the partnership.

The City's annual monetary contribution has been used to upgrade equipment for the NCTV5 program over time. As the district is arranging offering students a broadcasting class in the future and utilizing its internal network to provide live daily announcements, it is my request that the City allow the district to compensate the City for equipment it needs to continue the broadcasting class. Not all of the current equipment is needed, however. To this end, I have attached a City owned equipment listing to this letter and an estimate of the value of the equipment. I would ask that you have your technical department review the estimates and notify me if the district may move forward purchasing the equipment from you and the pick-up schedule for by the City for those items not purchased by the district.

Please know the district is grateful to the City of Napoleon for allowing it to offer NCTV over the last three decades. The City's partnership has allowed us to touch so many students. Thank you.

Sincerely,



Stephen Fogo, Ed.D.  
Superintendent – Napoleon Area City Schools

Enclosures - 1

cc: Michael Bostelman, Treasurer – Napoleon Area City Schools

*"Our Future Starts Now"*

NCTV Inventory			
Keep	Camera	JVC GYHM600U	\$600
Keep	Camera	JVC GYHM620U	\$600
Keep	Camera (x2)	JVC GYHM150U	\$440
Keep	IKAM Teleprompter (x2)		\$320
Keep	Sony TV (x2)	KDL32W600D	\$200
Keep	Channel Mixer	Mackie 1402 VLZ4	\$225
Keep	Tripod (x3)	Manfrotto 546GB Pro	\$600
Keep	LaCie (x2)	Rugged 1 TB	\$20
Keep	Apple Macbook	Macbook Pro A1347	\$600
			<b>\$3,605</b>
Return	TriCaster Mini	NewTek HD-4sdi	\$3,500
Return	Apple Macbook (x2)	Macbook Pro A1286	EOL
Return	Mac Pro (x2)	A1289	EOL
Return	Nexus Broadcast Tower		EOL - \$225
Return	Custom Built Desktop for Nexus Tower		EOL - \$150
Return	LG Monitor in Case (x2)	LG L206WU	\$225
			<b>\$3,725</b>

## **RESOLUTION NO. 004-19**

### **A RESOLUTION AUTHORIZING A COMMUNITY REINVESTMENT AREA (CRA) AGREEMENT BETWEEN THE CITY OF NAPOLEON, OHIO, AND JANMAR PROPERTIES, LLC WITHIN NAPOLEON CRA #6; AND DECLARING AN EMERGENCY**

**WHEREAS**, the Ohio Reinvestment Area Program, pursuant to Ohio Revised Code Chapter 3735, authorizes the City to grant real property tax exemptions on eligible new investments; and,

**WHEREAS**, the City by Resolution 106-00 adopted on September 18, 2000 that designated an area (CRA 6) as a Community Reinvestment Area pursuant to Ohio Revised Code Chapter 3735 and, with the adoption of Resolution No. 050-18 adopted September 4, 2018, enlarged the area; and,

**WHEREAS**, the Director of Development determined that the area so designated by the City contained the characteristics set forth in Ohio Revised Code Section 3735.66; and,

**WHEREAS**, the Director of Development certified the area as a community reinvestment area known as Zone No. 069-53550-01 (the "Area"); and,

**WHEREAS**, JanMar Properties, LLC made application that will involve a total capital investment in real property currently estimated at \$7,000,000.00, plus or minus ten percent (10%), in commercial development and new construction of thirty-four (34) individual residential villas between 1,350 and 1,580 square feet each; and,

**WHEREAS**, it was recommended that JanMar Properties, LLC receive a fifty percent (50%) exemption for a period of ten (10) years on the eligible property for proposed real property improvements; and,

**WHEREAS**, the appropriate school(s) were provided with all legally-required notices; and,

**WHEREAS**, the Napoleon Area City School District Board of Education, either waived the timeliness of the notice requirement(s) and approved the proposed agreement or, timely received the notice(s) and made approval; **Now Therefore**,

### **BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NAPOLEON, OHIO:**

Section 1. That, the City approves and consents to a certain Community Reinvestment Area Agreement with JanMar Properties, LLC, in substantially the form as being currently on file with the City Finance Director, Agreement No. 02-19, subject to any changes deemed appropriate by the City Manager and approved as to form and correctness by the City Law Director; said agreement having been reviewed by this Council.

Section 2. That, the City Manager is both authorized and directed to execute the Community Reinvestment Area Agreement as referred to in Section 1 of this Resolution in the name of and on behalf of the City.

Section 3. It is found and determined that all formal actions of this City Council concerning and relating to the adoption of this Resolution were adopted in open meetings of this City Council, and that all deliberations of this City Council and any of its committees that

resulted in such formal actions were in compliance with all legal requirements, including Ohio Revised Code Section 121.22 and the Codified Ordinances of the City of Napoleon, Ohio.

Section 4. That, if any prior Ordinance or Resolution is found to be in conflict with this Resolution, then the provisions of this Resolution shall prevail. Further, if any portion of this Resolution is found to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this Resolution or any part thereof.

Section 5. That, this Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health or safety of the City and its inhabitants, and for the further reason that this legislation must be in effect at the earliest possible time to expeditiously proceed with this development project for the economic welfare of the inhabitants of the City; therefore, provided it receives the required number of votes for passage as emergency legislation, it shall be in full force and effect immediately upon its passage; otherwise, it shall be in full force and effect at the earliest time permitted by law. Further, the Emergency Clause is necessary to begin the construction process in a timely manner, and for further reasons as stated in the Preamble hereof.

Passed: \_\_\_\_\_  
Joseph D. Bialorucki, Council President

Approved: \_\_\_\_\_  
Jason P. Maassel, Mayor

VOTE ON PASSAGE \_\_\_\_ Yea \_\_\_\_ Nay \_\_\_\_ Abstain

Attest:

\_\_\_\_\_  
Roxanne Dietrich, interim Clerk of Council

*I, Roxanne Dietrich, interim Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Resolution No. 004-19 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_; and I further certify the compliance with the rules established in Chapter 103 of the Codified Ordinances of Napoleon, Ohio and the laws of the State of Ohio pertaining to Public Meetings.*

\_\_\_\_\_  
*Roxanne Dietrich, interim Clerk of Council*

2018 COMMUNITY REINVESTMENT AREA  
AGREEMENT

between

CITY OF NAPOLEON,  
OHIO

and

JAN MAR PROPERTIES, LLC

Dated

as of

XXX

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Appendix “A” – Application of the Enterprise for Exemptions

Appendix “B” – Improvements

Appendix “C” – The Real Property

Appendix “D” - Property Plat



This Community Reinvestment Area Agreement (the "Agreement") is made and entered into by and between the City of Napoleon, Ohio, a municipal corporation located at 255 W. Riverview Avenue, Napoleon, Ohio 43545 (the "City") and Jan Mar Properties, LLC., a limited liability corporation organized under the laws of Ohio, located at 582 Moorings Drive, Napoleon, Ohio 43545 (the "Enterprise"), under the circumstances summarized under the following recitals (capitalized words and terms used in the recitals and not otherwise defined shall have the meanings assigned to such words and terms in Section I of this Agreement):

WHEREAS, the City, by Resolution adopted on September 18, 2000, designated an area as a Community Reinvestment Act Zone pursuant to Ohio Revised Code Chapter 3735 and by Resolution, adopted on September 4, 2018, enlarging Community Reinvestment Area #6 (CRA #6); and,

WHEREAS, the Director of Development determined that CRA #6 so designated by the City contained the characteristics set forth in Ohio Revised Code Section 3735.66; and,

WHEREAS, the Director of Development on December 23, 2000 and November 5, 2018, certified the area as a community reinvestment area known as CRA #6; and,

WHEREAS, the City encourages the development of real property in CRA #6; and,

WHEREAS, the Enterprise desires to construct and install a Project in CRA #6 if incentives are available to support the economic viability of the Project; and,

WHEREAS, the City has the authority to exempt the Project from the real property taxes in accordance with Ohio Revised Code Chapter 3735; and,

WHEREAS, the Enterprise has submitted an application to the City through the City's agent for economic development, the Community Improvement Corporation of Henry County, Ohio (the "CIC"), for such tax exemptions, a copy of which is attached as Appendix "A" and is incorporated as part of this Agreement; and,

WHEREAS, the Enterprise has remitted to the City the required state application fee of \$750.00 made payable to the Ohio Department of Development to be forwarded to the Director of Development with a copy of this Agreement; and,

WHEREAS, the Housing Officer for CRA #6 for the City has investigated the application of the Enterprise and has recommended the same to the City of Napoleon Council on the basis that the Enterprise is qualified by financial responsibility and business experience; further, that in granting the CRA Agreement, new construction or remodeling will be made in CRA #6 which will serve to encourage economic stability, maintain real property values, and generate new employment opportunities; and,

WHEREAS, the determination of the tax incentive is calculated on the investment made in the construction of a commercial real estate development. The value of the improvements being determined by the Henry County Auditor; and,

WHEREAS, the Project is located in the Napoleon Area City School District and within Four County Career Center District; and,

WHEREAS, the Board of Education of the appropriate School District(s) required to be notified has been notified in accordance with Sections 3735.671 and 5709.83 of the Ohio Revised Code and has been given a copy of the Application with the stated percentages of the value of the real property to be exempted, an estimate of the true value of that property, and the number of years that property will be exempted; and,

WHEREAS, the School Board adopted a resolution (i) consenting to the Agreement; and, (ii) waiving the required notice period that the City may act on approval of the Agreement; and,

WHEREAS, pursuant to Section 3735.67(A) and in conformance with the format required under 3735.671(B) of the Ohio Revised Code, the parties hereto desire to set forth their Agreement with respect to matters hereinafter contained; and,

WHEREAS, the School Board has filed or will file a certified copy of its Resolution with the City; and,

NOW, THEREFORE, on the basis of the foregoing recitals and in consideration of the representations, agreements, and covenants of the City and the Enterprise contained in this Agreement, the City and the Enterprise agree as follows:

**Section 1.      Definitions.** In addition to words and terms defined elsewhere in this Agreement:

"Application" means an Application for Real Property Tax Exemption and Remission (Form DTE 24) and any successor form to that form.

"Area" means Community Reinvestment Act Zone 069-53550-01 Napoleon located in the City as certified by the Director of Development.

"City" means the City of Napoleon, Ohio

"County" means Henry County, Ohio.

"County Auditor" means the Auditor of Henry County, Ohio.

"Department of Development" means the Department of Development created pursuant to Ohio Revised Code Section 121.02.

"Director of Development" means the Director of the Department of Development.

"Enterprise" means the entity named in the application seeking the CRA Agreement, including its approved assigns and transferees.

"Facility" means the Enterprise's facilities located on the Real Property.

"Four County" means the Four County Career Center, a Joint Vocational School District under Ohio law whose school district boundaries encompass the Facility.

"Housing Officer" means the person or entity designated as the Housing Officer by the City for CRA #6.

"Improvements" means the improvements to the real property resulting from the Project, as more fully described in Appendix "B", incorporated into the Agreement by reference thereto.

"Lessee" [if applicable] means generally, the person, business, corporation, or other entity, that leases the facility from the Enterprise;

"Plat" means the plot of land on which the Project will be developed that is divided into separate lots as outlined in Appendix "D";

"Project" means the development of the Facility through the construction, acquisition, and installation of the Improvements.

"Project Completion Date" means December 31, 2029, even though the actual completion date may be earlier.

"Real Property" means the real property described in Appendix "C", incorporated into the Agreement by reference thereto.

"School Board" means the Board of Education of the School District.

"School District" means the Napoleon Area City School District.

"TIRC" means the Tax Incentive Review Council created pursuant to Ohio Revised Code Section 5709.85 and Napoleon City Council Resolution Numbers 106-00 and 119-00.

**Section 2. Interpretation.** Any reference in this Agreement to the City, or to other public bodies or entities, or their members, officers or employees, shall include those who succeed to their functions, duties or responsibilities by operation of law and those who at the time may legally act in their place.

Any reference to a section, chapter, division, paragraph or other provision of the Ohio Revised Code shall include that section, chapter, division, paragraph or other provision as from time to time amended, modified, supplemented, revised, or superseded.

Unless the context clearly otherwise indicates, words importing the singular number shall include the plural number, and vice versa; the terms "hereof", "hereby", "herein", "hereto", "hereunder" and similar terms refer to this Agreement; and the term "hereafter" means after, and the term "heretofore" means before the date of this Agreement. Words of any gender include the correlative words of the other genders. Reference to a "Section" or an "Appendix" is a reference to a Section of or an Appendix to this Agreement. All Appendix(s) is/are part of this Agreement.

The captions and headings in this Agreement are solely for convenience of reference and in no way define, limit or describe the scope or the intent of any Section.

**Section 3. The Project.** The Project will involve a total capital investment in real property currently estimated at \$7,000,000.00, plus or minus 10% in commercial development and new construction of thirty-four (34) individual residential villas between 1,350-1,580 square feet each located on parcel #:41-1401420000, 700 Clairmont Avenue, Napoleon, Ohio.

(a) A description of all the investments to be made at the facility including: value of new real property shall be as in Appendices "A" and "B", incorporated into this Agreement by attachment hereto.

(b) The Project will commence by December 15, 2018 and all acquisition, construction, and installation of the Project will be completed by no later than December 31, 2029.

(c) The total investment of this construction project is greater than the (10%) of market value of the facility assets already owned at the site prior to such expenditures.

**Section 4. Enterprise's Representations.** The Enterprise certifies that:

(a) The Project, being commercial real-estate development, is to draw a residential interest in the Project and therefore sell said Project. Total creation of jobs is unavailable as it is dependent on contracting and sub-contracting for the duration of construction of the Project.

(b) The Enterprise currently has approximately one (1) full-time permanent employee, no part-time permanent employees and no temporary employees within the State of Ohio.

(c) It does not owe any delinquent real or tangible personal property taxes to any taxing authority or in the State of Ohio, and does not owe any delinquent taxes for which it is liable under Ohio Revised Code Chapters 5733, 5735, 5739, 5741, 5743, 5747 or 5753, or, if such delinquent taxes are owed, it currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against it. For purposes of this paragraph "delinquent taxes" are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

**Section 5. City Obligations.**

(a) The City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

(b) If for any reason the City revokes the designation of CRA #6, the City shall continue to grant the entitlements under this Agreement for the number of years specified under this Agreement, unless the Enterprise materially fails to fulfill its obligations under this Agreement and the City terminates or modifies the exemptions from taxation pursuant to this Agreement.

**Section 6: Enterprise's Covenants & Agreements.** The Enterprise covenants and agrees that:

(a) Regarding the construction and renovations, the Enterprise will make a minimum investment of \$7,000,000.00, plus or minus 10%.

(b) The Enterprise shall use its best efforts to employ, or cause the employment of, residents of the County for any new job opportunities created at the Facility during the duration of this Agreement.

(c) The Enterprise shall provide, or cause to be provided, to the TIRC any and all information requested by the TIRC that is reasonably necessary for the TIRC to evaluate the applicant's compliance with the Agreement, including returns filed pursuant to Section 5711.02 of the Ohio Revised Code if requested by the TIRC.

(d) The Enterprise shall pay such real and tangible personal property taxes on property located in the County that are not exempt pursuant to this Agreement, other tax abatement agreements, or by law. The Enterprise shall file all tax reports and returns required by law.

(e) The Enterprise shall file two copies of the Application with the County Auditor prior to the first year for which real property taxes on the Improvements would be taxable if the Improvements were not exempt from taxation pursuant to this Agreement. The Enterprise acknowledges that exemptions from real property taxes granted by this Agreement are not effective until an Application has been filed with the County Auditor and forwarded to the Ohio Department of Taxation.

(f) The Enterprise will perform such other acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain the exemptions granted by this Agreement, including, without limitation, executing documents and providing certifications required in connection with those exemptions.

(g) The Enterprise has made no false statements to the City, the School District, or the State of Ohio in the process of obtaining the exemptions granted by this Agreement.

#### **Section 7. Exemptions.**

(a) The City, upon notification to the School District and to the Four County, hereby grants the Enterprise a 50% exemption, pursuant to Section 3735.67 of the Ohio Revised Code for eligible real property, from real property taxes for a period of 10 years for the Improvements.

(b) The description of the specific real property to be exempted is as described in Appendices "A", "B" and "C".

(c) The Plat on which the Project will be developed is attached as Appendix "D" and the exemption shall apply to each individual lot as it is developed.

(d) The exemption commences the first year for which the real property on each individual platted lot that is developed would first be taxable were that property not exempted from taxation. No exemption shall commence after January 1, 2030, nor shall extend beyond December 31, 2040. The maximum investment for the Improvements to qualify for the exemption granted in this paragraph is \$7,000,000.00.

(f) The exemption shall be transferable to a new property owner of each individual platted lot that is developed and shall be reviewed and approved by the Housing Officer before or at the time of transfer. The Project shall be reviewed by the TIRC as one Project CRA Agreement, not as individual Agreements as lots are sold and exemptions are transferred.

(e) The Enterprise shall pay such real and tangible personal property taxes as are not exempted under this Agreement and are charged against such property and shall file all tax reports and returns as required by law.

#### **Section 8. Annual Fee.**

The Enterprise shall pay an annual fee equal to the greater of one percent of the dollar value of the incentives offered by this Agreement or \$500; provided, however, if the value of the incentives exceed \$250,000, the fee shall not exceed \$2,500.

The City or its agent shall calculate the amount of the fee and shall mail an invoice for the fee to the Enterprise on or before September 15 of each year within which any taxes are abated pursuant to this Agreement. The invoice shall be paid by the Enterprise to the City or its agent within the thirty (30) days immediately following the invoice date.

The Annual Fee shall apply to each new property owner as a fixed amount of \$50 and shall be incorporated into the invoicing method outlined in Section 9 of this Agreement.

**Section 9. Events of Default and Remedies.** The occurrence of any of the following shall be considered an Event of Default by the Enterprise under this Agreement.

(a) If the Enterprise materially fails to fulfill its obligations under this Agreement, or if the City determines that the certification as to delinquent taxes required by this Agreement is fraudulent, the City may terminate or modify the exemptions from taxation granted under this Agreement, and may require the repayment of the amount of taxes that would have been payable had the property not been exempted from taxation under this Agreement; further, the City may, at its option, secure repayment of such taxes by a lien on the exempted property in the amount required to be repaid. Such a lien shall attach, and may be perfected, collected and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on the real property.

(b) Exemptions from taxation granted under this Agreement shall be revoked if it is determined that the Enterprise, any successor enterprise, or any related member (as those terms are defined in Section 3735.671 of the Ohio Revised Code) has violated the prohibitions against entering into this Agreement under Division (E) of Section 3735.671 or Section 5709.62 or 5709.63 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections.

(c) If the Enterprise fails to pay such taxes or files such returns and reports as required by law concerning this exemption, exemptions from taxation granted under this Agreement shall be rescinded beginning with the year for which such taxes are charged or such reports are required to be filed and thereafter.

(d) If the Enterprise fails to provide information requested by the TIRC or to file copies of all Applications with the TIRC, then this Agreement may be terminated.

(e) The minimum investment for the Improvements is less than that stated in Section 6 after the Project completion date, then this Agreement may be terminated.

(f) The Enterprise made material false statements to the City in the process of obtaining the exemptions granted by this Agreement, then this Agreement may be terminated.

(g) The Enterprise fails to pay the annual fee required by Section 8, or any of the compensation payments required by Section 9, then this Agreement may be terminated.

**Section 10. Notices & Payments.** All notices required by this Agreement shall be in writing and either mailed by first class U.S. mail, postage prepaid, addressed to the person or persons to be so notified or delivered by personal delivery to such person. Notice shall be deemed given on the earlier of the day the notice is mailed or personally delivered.

Payments must be received by the person entitled to payment on or before the date specified in this Agreement.

All notices and applicable payments shall be delivered to the following addresses;  
original payments from Enterprise to the City shall be mailed to the City:

- |                             |   |
|-----------------------------|---|
| (a) To the City:            | City of Napoleon, Ohio<br>c/o City Manager<br>255 West Riverview<br>Napoleon, Ohio 43545                      |
| With a Copy to:             | Henry County CIC<br>c/o Executive Director<br>104 East Washington Street<br>Suite 301<br>Napoleon, Ohio 43545 |
| (b) To the Enterprise:      | Jan Mar Properties, LLC<br>Mrs. Suzette Gerken<br>582 Moorings Drive<br>Napoleon, Ohio 43545                  |
| (c) To the County Auditor:  | Auditor<br>County of Henry, Ohio<br>660 N. Perry Street<br>Napoleon, Ohio 43545                               |
| (d) To the School District: | Napoleon Area City School District<br>c/o Treasurer<br>701 Briarheath Ave.<br>Napoleon, Ohio 43545            |
| (e) To Four County:         | Four County Career Center<br>c/o Superintendent<br>22-900 State Route 34<br>Archbold, Ohio 43502              |
| (f) To the TIRC:            | Henry County CIC<br>c/o Executive Director<br>104 East Washington St.<br>Suite 301<br>Napoleon, Ohio 43545    |

**Section 11. Miscellaneous.**

(a) The Enterprise shall provide to the proper TIRC any information reasonably required by the TIRC to evaluate the applicant's compliance with the Agreement, including returns filed pursuant to Section 5711.02 of the Ohio Revised Code if requested by the TIRC.

(b) If for any reason the CRA #6 designation expires, or the Director of Development revokes the certification of CRA #6, or the City revokes the designation of CRA #6, the exemptions granted by this Agreement shall continue as provided in this Agreement.

(c) No individual shall be denied employment at the Facility on the basis of race, religion, gender, disability, color, national origin, or ancestry.

(d) This Agreement is not transferable or assignable without the written consent of the City, and the Enterprise acknowledges that the City may not give that consent if the School District objects to any transfer or assignment; however, the exemptions provided in this Agreement may be applicable and assignable (upon notice to the City) to entities that are directly and immediately related to the Enterprise that may already have indirect ownership of the property subject to the exemption, without prior written approval from the City.

(e) This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

(f) This Agreement shall be deemed to be a contract made under the laws of the State of Ohio and for all purposes shall be governed by and in accordance with the laws of the State of Ohio.

(g) Any legal action regarding this Agreement shall be filed in the Court of Common Pleas of Henry County, Ohio, or, in case of Bankruptcy, the appropriate Bankruptcy Court.

(h) The Enterprise acknowledges that this Agreement must be approved by formal action of the City Council of Napoleon, Ohio as a condition for the Agreement to take effect. This Agreement takes effect upon such approval and upon execution by the parties.

(i) In the event that any part or provision of this Agreement is held invalid or void by a court of competent jurisdiction, only that part or provision shall be invalid or void and the parts or provisions not held invalid or void shall remain in full force.

(j) This Agreement shall be construed as mutually drafted by the parties.

(k) Time is of the essence.

(l) The Enterprise expressly agrees to waive and forego its rights to appeal the Auditor's determination on the value of the investment stated in this Agreement.

(m) The preamble of this Agreement shall be incorporated into this Agreement as part thereof.

(n) Any obligation of the City to pay money under this Agreement is subject to appropriation of funds by the City.

IN WITNESS WHEREOF, the City and the Enterprise have caused this Agreement to be executed on their behalf by their respective duly authorized officer or representative, all as of and effective upon the date printed on the cover page of this Agreement.

**AGREED TO:**

**CITY OF NAPOLEON, OHIO**

By \_\_\_\_\_  
City Manager

**JAN MAR PROPERTIES, LLC.**

By: \_\_\_\_\_  
Suzette Gerken, President



**CONSENTED TO:  
DISTRICT**

**NAPOLEON AREA CITY SCHOOL**

By: \_\_\_\_\_  
Superintendent

APPROVED AS TO FORM AND CORRECTNESS:

\_\_\_\_\_  
Prosecuting Attorney

**Appendix "A"**

**APPLICATION CRA**  
**(POST-1994)**

ATTACHED

## **Appendix "B"**

### **THE IMPROVEMENTS**

The Project will involve a total capital investment in real property currently estimated at \$7,000,000.00, plus or minus 10% in commercial development and new construction of thirty-four (34) individual residential villas between 1,350-1,580 square feet each located on parcel #:41-1401420000, 700 Clairmont Avenue, Napoleon, Ohio.

## Appendix "C"

### REAL PROPERTY DESCRIPTION

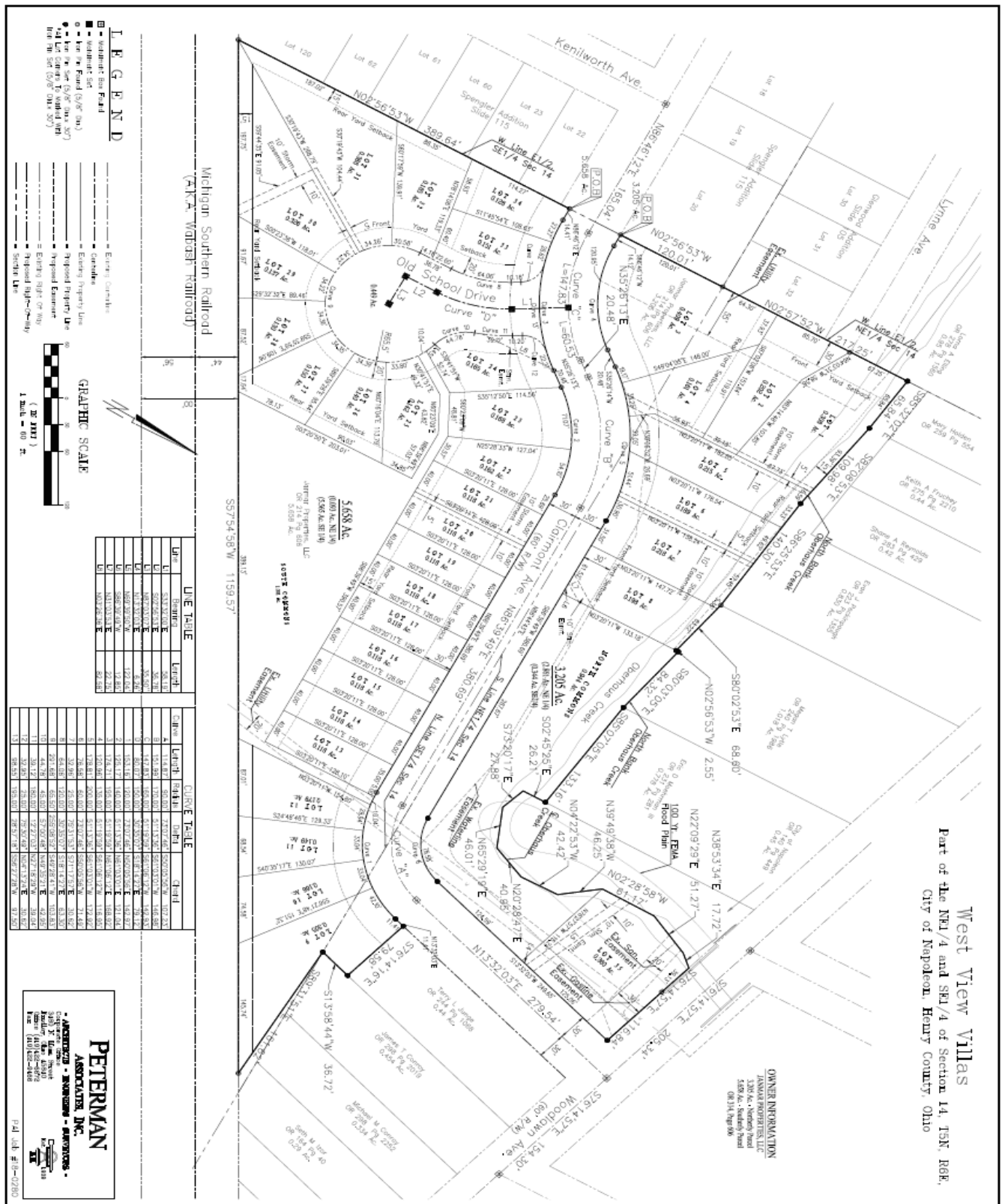
CONTAINING: 3.40 acres of land

Tax Parcel # 41-1401420000

Township: Napoleon

Current Year 35% Taxable Values	
Land	17460
Building	43950
Total	61410
Original Parcel	070100260000

# PROPERTY PLAT



LEGAL DESCRIPTION

Structured in the City of Napoleon, County of Henry, State of Ohio, being part of the Northeast 1/4 and Southeast 1/4 of Section 14, 15th, R6E, a tract of land bounded and described as follows:

Beginning at the intersection of the West line of the East 1/2 of said Southeast 1/4 of Section 14 with the north right-of-way line of Claimant Avenue (60' R/W) as dedicated in Slide 3548 of the Henry County Plat Records, also being the southeasterly corner of Lot 20 as placed in the Spangler Addition to Napoleon, Ohio, as recorded in Slide 115 of the Henry County Plat Records;

thence along said West line of the East 1/2 of the Southeast 1/4 of Section 14, N02°56'53"W, a distance of 120.01 feet to a 5/8" iron pin found marking the northeast corner of said Lot 20 and the East 1/2 of the North line of said East 1/2 of the Southeast 1/4 of Section 14;

thence with the West line of the East 1/2 of the Northeast 1/4 of Section 14 and the East line of Glenwood Addition as recorded in Slide 105 of the Henry County Plat Records, N02°57'52"W, a distance of 217.25 feet to an iron pin set on the northerly bank of Oberhaus Creek, as described in Official Record Volume 223, Page 1355, Henry County Deed Records;

thence along the northerly bank of Oberhaus Creek, as described in Official Record Volume 223, Page 1355 of the Henry County Deed Records, the following courses:

thence, S85°32'02"E, a distance of 65.84 feet to an iron pin set;

thence, S82°08'53"E, a distance of 109.98 feet to an iron pin set;

thence, S86°25'53"E, a distance of 140.30 feet to an 5/8" iron pin found;

thence, S80°02'53"E, a distance of 68.80 feet to an iron pin set marking the intersection of a westerly line of a tract of land as described in Official Record Volume 240, Page 1986, Henry County Deed Records;

thence along said westerly line N02°56'53"W, a distance of 2.55 feet to an iron pin set on the northerly bank of Oberhaus Creek;

thence along the northerly bank of Oberhaus Creek for the following courses:

thence, S80°03'05"E, a distance of 84.32 feet to an iron pin set;

thence, S85°07'09"E, a distance of 133.16 feet to an iron pin set on the westerly line of 0.45 acre tract of land as described in Official Record Volume 140, Page 449, Henry County Deed Records;

thence leaving said northerly bank and along said westerly line, S02°45'25"E, a distance of 26.21 feet to the intersection of the centerline of Oberhaus Creek, as it now exists, said centerline of Oberhaus Creek also being the southeast corner of said 0.45 acre tract;

thence along the centerline of Oberhaus Creek and the Southeasterly line of said 0.45 acre tract the following courses:

thence, S73°20'17"E, a distance of 27.88 feet;

thence, N65°29'19"E, a distance of 46.01 feet;

thence, N02°28'47"E, a distance of 40.95 feet;

thence, N04°22'53"W, a distance of 42.42 feet;

thence, N39°49'38"W, a distance of 46.25 feet;

thence, N02°28'58"W, a distance of 61.17 feet;

thence, N22°09'29"E, a distance of 51.27 feet;

thence, N08°53'34"E, a distance of 17.72 feet to the southerly right-of-way Woodlawn Avenue (60' R/W);

thence along the southerly right-of-way of Woodlawn Avenue, S13°01'15"E, a distance of 15.88 feet to an iron pin found marking the intersection of the southerly right-of-way of Woodlawn and the westerly right-of-way of the aforementioned Claimant Avenue, passing a 5/8" iron pin found at 39.13 feet;

thence along the along the northerly and westerly right-of-way Claimant Avenue the following courses:

thence, S13°32'03"W, a distance of 249.65 feet to an iron pin set marking a point of curvature;

thence in a southeasterly direction, along a curve to the right, having a radius of 60.00 feet, a central angle of 73°07'46", and a length of curve of 76.58 feet, the chord of said curve bearing S50°05'56"W, a distance of 71.49 feet to an iron pin set marking a point of tangency;

thence, S86°39'49"W, a distance of 380.69 feet to an iron pin set marking a point of curvature;

thence in a southeasterly direction, along a curve to the left, having a radius of 200.00 feet, a central angle of 51°13'56", and a length of curve of 178.81 feet, the chord of said curve bearing S61°03'01"W, a distance of 172.92 feet to a 5/8" iron pin found marking a point of tangency;

thence, S35°26'13"W, a distance of 20.48 feet to a 5/8" iron pin found marking a point of curvature;

thence in a southeasterly direction, along a curve to the right, having a radius of 135.00 feet, a central angle of 51°19'59", and a length of curve of 120.95 feet, the chord of said curve bearing S61°06'12"W, a distance of 116.95 feet to a 5/8" iron pin found marking a point of tangency;

thence, S86°46'12"W, a distance of 14.12 feet to the Point of Beginning of the 3.65 acre tract of land more or less, which 2.861 acres of land lies within the Northeast 1/4 of Section 14, and 0.344 acres of land lies within the Southeast 1/4 of Section 14, subject to all prior easements of record.

SOUTHERLY PASSED

Structured in the City of Napoleon, County of Henry, State of Ohio, being part of the Northeast 1/4 and Southeast 1/4 of Section 14, 15th, R6E, a tract of land bounded and described as follows:

Beginning at a 5/8" iron pin found marking the intersection of the West line of the East 1/2 of said Southeast 1/4 of Section 14 with the southerly right-of-way of Claimant Avenue (60' R/W) as dedicated in Slide 3548 of the Henry County Plat Records;

thence along said southerly right-of-way of Claimant Avenue, N86°46'12"E, a distance of 14.41 feet to a 5/8" iron pin found marking a point of curvature;

thence continuing along said southerly right-of-way of Claimant Avenue for the following courses:

thence in a northeasterly direction, along a curve to the left having a radius of 195.00 feet, a central angle of 51°19'59", and a length of curve of 174.71 feet, the chord of said curve bearing N61°06'12"E, a distance of 168.92 feet to a 5/8" iron pin found marking a point of tangency;

thence, N35°26'13"E, a distance of 20.48 feet to a 5/8" iron pin found marking a point of curvature;

thence in a northeasterly direction, along a curve to the right, having a radius of 140.00 feet, a central angle of 51°13'56", and a length of curve of 125.17 feet, the chord of said curve bearing N61°03'01"E, a distance of 121.04 feet to a 5/8" iron pin found marking a point of tangency;

thence, N86°39'49"E, a distance of 380.69 feet to a 5/8" iron pin found marking a point of curvature;

thence in a northeasterly direction, along a curve to the left, having a radius of 120.00 feet, a central angle of 73°07'46", and a length of curve of 153.16 feet, the chord of said curve bearing N50°05'56"E, a distance of 142.97 feet to an iron pin set marking a point of tangency;

thence, N13°32'03"E, a distance of 11.41 feet to an iron pin set marking the northeast corner of a 0.44 acre tract of land as described in Official Record Volume 244, Page 1068 of the Henry County Official Records;

thence leaving said right-of-way and along the south line of said 0.44 acre tract, S76°14'16"E, a distance of 79.58 feet to an iron pin set marking the southeast corner of said 0.44 acre tract and being on the west line of a 0.454 acre tract of land as described in Official Record Volume 258, Page 2019 of the Henry County Official Records;

thence along the west line of said 0.454 tract, S13°58'44"W, a distance of 36.72 feet to an iron pin set marking the southwest corner of said tract, also being on the North line of said Southeast 1/4 of Section 14;

thence along the north line of a 5.658 acre tract of land described in Official Record Volume 314, Page 606 of the Henry County 5/8" iron pin found marking the northeasterly corner of said 5.565 acre tract and on the northerly right-of-way of the Michigan Southern Railroad, S57°54'58"W, a distance of 1159.57 feet to a 5/8" iron pin found marking the intersection of said northerly right-of-way of Section 14, also being the east line of the Spangler Addition as recorded in Slide 115 of the Henry County Plat Records;

thence along said West line and East line of said Spangler Addition, N02°56'53"W, a distance of 389.65 feet to the Point of Beginning containing 5.658 acres of land, more or less, of which 5.565 acres lies within the Southeast 1/4 of Section 14 and 0.093 acres of land lies within the Northeast 1/4 of Section 14, subject to all prior easements of record.

Henry County Auditor

I, the Henry County Auditor, do hereby certify that there are no unpaid taxes on the property herein and certify the same for transfer. Transferred this \_\_\_\_ day of \_\_\_\_\_, 2008.

Henry County Recorder

Filed for record this \_\_\_\_ day of \_\_\_\_\_, 2008 at \_\_\_\_\_ o'clock \_\_\_\_\_m, and recorded in Plat Cabinet \_\_\_\_

Henry County Recorder

City of Napoleon Council

Under authority provided by Ohio R.C. Chapter 711 and Chapter 1105 of the Napoleon Codified Ordinances, the City of Napoleon, Ohio, hereby certifies that the plat is hereby approved by the City Council of the City of Napoleon.

Date: \_\_\_\_\_

Mayor: \_\_\_\_\_

Attest: Clerk of Council: \_\_\_\_\_

City of Napoleon Planning Commission

Under authority provided by Ohio R.C. Chapter 711 and Chapter 1105 of the Napoleon Codified Ordinances, the plat is hereby approved by the Planning Commission of the City of Napoleon.

Date: \_\_\_\_\_

Chairman: \_\_\_\_\_

Clerk of Council: \_\_\_\_\_

City of Napoleon Engineer

In accordance with Ohio R.C. 711.08, the undersigned, being the Engineer for the City of Napoleon, Ohio hereby certifies that the plat is hereby approved by the Planning Commission of the City of Napoleon, Ohio, and that the plat is hereby approved by the Planning Commission.

City of Napoleon Engineer: \_\_\_\_\_

Owners Certificate

The undersigned, \_\_\_\_\_, owners of the real estate described herein, do hereby dedicate to the City of Napoleon all rights of way, streets, alleys, easements or other areas described or indicated as dedicated on the plat.

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

STATE OF OHIO )  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County and State, personally appeared the above owners of the lands shown on the plat, and that they signing as the above certificate in their true and lawful capacity, and for the uses and purposes therein expressed, this \_\_\_\_ day of \_\_\_\_\_, 2018.

Notary Public: \_\_\_\_\_

Surveyor's Certificate

I hereby certify that this plat represents a survey made by me, and that the specified monumentation shown herein actually exists, and its location is correctly shown.

Nick E. Niek Res. Surveyor #7354 \_\_\_\_\_  
Peterson Associates, Inc. \_\_\_\_\_

Dated: \_\_\_\_\_

Appendix "A" Attachment

**PROPOSED AGREEMENT** for Community Reinvestment Area Tax Incentives between the  
(local legislative authority) located in the County of Henry and  
(property owner) \_\_\_\_\_.

1. a. Name of property owner, home or main office address, contact person, and telephone number (attach additional pages if multiple enterprise participants).

<u>Jan Mar Properties</u> Enterprise Name <u>LLC</u>	<u>Suzette Gerken</u> Contact Person
<u>582 mooring pk</u> <u>Napoleon, OH 43545</u> Address	<u>419-438-1172</u> Telephone Number

- b. Project site:

<u>700 Clairmont</u> <u>Napoleon, OH 43545</u> Address	<u>Suzette Gerken</u> Contact Person <u>419-438-1172</u> Telephone Number
--	--

2. a. Nature of commercial/industrial activity (manufacturing, warehousing, wholesale or retail stores, or other) to be conducted at the site.

Commercial Construction of new residential housing

- b. List primary 6 digit North American Industry Classification System (NAICS) # \_\_\_\_\_

Business may list other relevant SIC  
numbers. \_\_\_\_\_

- c. If a consolidation, what are the components of the consolidation? (must itemize the location, assets, and employment positions to be transferred: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

d. Form of business of enterprise (corporation, partnership, proprietorship, or other).

Jan Max Properties LLC

3. Name of principal owner(s) or officers of the business.

Shirley Gibson Pres.

4. a. State the enterprise's current employment level at the proposed project site:

0

b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? Yes \_\_\_ No X

c. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:

N/A

d. State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees):

1

e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets:

N/A

f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated?

N/A

5. Does the Property Owner owe:

a. Any delinquent taxes to the State of Ohio or a political subdivision of the state?

Yes \_\_\_ No X



b. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State? Yes ☐ No ☒

c. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not?  
Yes ☐ No ☒

d. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (add additional sheets).

6. Project Description: 34 units - villas - 1350-1580 sq ft. each  
1 single family home - 2000-2500 sq ft.  
All new construction -

7. Project will begin Nov, 2018 and be completed end of, 2023  
provided a tax exemption is provided.

8. a. Estimate the number of new employees the property owner will cause to be created at the facility that is the project site (job creation projection must be itemized by the name of the employer, full and part-time and permanent and temporary):

20-25 new permanent jobs

b. State the time frame of this projected hiring: 4-5 yrs.

c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees): Start of 2019

9. a. Estimate the amount of annual payroll such new employees will add \$ \*  
(new annual payroll must be itemized by full and part-time and permanent and temporary new employees).

\* Job creation will be through Janmar Properties contracting and subcontracting.

b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project: \$ \_\_\_\_\_

10. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:

A. Acquisition of Buildings:	\$ 0
B. Additions/New Construction:	\$ 7,000,000.-
C. Improvements to existing buildings:	\$ 0
D. Machinery & Equipment:	\$ N/A
E. Furniture & Fixtures:	\$ N/A
F. Inventory:	\$ N/A
Total New Project Investment:	\$ 7,000,000.-

11. a. Business requests the following tax exemption incentives: 100 % for 10 years covering real property as described above. Be specific as to the rate, and term.

- b. Business's reasons for requesting tax incentives (be quantitatively specific as possible)

to promote affordable new construction  
in Napoleon, Ohio

Submission of this application expressly authorizes City of Napoleon to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item # 5 and to review applicable confidential records. As part of this application, the property owner may also be required to directly request from the Ohio Department of Taxation, or complete a waiver form allowing the Department of Taxation to release specific tax records to the local jurisdiction considering the request.

The Applicant agrees to supply additional information upon request.

The Applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C) (1) and 2921.13(D) (1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefits as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

Open Mark Properties LLC

Name of Property Owner

10-18-18

Date

Suzette Gerken

Signature

Suzette Gerken, Pres.

Typed Name and Title

\* A copy of this proposal must be forwarded by the local governments to the affected Board of Education along with notice of the meeting date on which the local government will review the proposal. Notice must be given a minimum of fourteen (14) days prior to the scheduled meeting to permit the Board of Education to appear and/or comment before the legislative authorities considering the request.

\*\* Attach to Final Community Reinvestment Area Agreement as Exhibit A

Please note that copies of this proposal must be included in the finalized Community Reinvestment Area Agreement and be forwarded to the Ohio Department of Taxation and the Ohio Development Services Agency within fifteen (15) days of final approval.

## **RESOLUTION NO. 005-19**

### **A RESOLUTION AUTHORIZING A COMMUNITY REINVESTMENT AREA (CRA) AGREEMENT BETWEEN THE CITY OF NAPOLEON, OHIO, AND MSG INVESTMENTS, LTD. WITHIN NAPOLEON CRA #6; AND DECLARING AN EMERGENCY**

**WHEREAS**, the Ohio Reinvestment Area Program, pursuant to Ohio Revised Code Chapter 3735, authorizes the City to grant real property tax exemptions on eligible new investments; and,

**WHEREAS**, the City by Resolution 106-00 adopted on September 18, 2000 that designated an area (CRA 6) as a Community Reinvestment Area pursuant to Ohio Revised Code Chapter 3735 and, with the adoption of Resolution No. 050-18 adopted September 4, 2018, enlarged the area; and,

**WHEREAS**, the Director of Development determined that the area so designated by the City contained the characteristics set forth in Ohio Revised Code Section 3735.66; and,

**WHEREAS**, the Director of Development certified the area as a community reinvestment area known as Zone No. 069-53550-01 (the "Area"); and,

**WHEREAS**, MSG Investments, LTD. made application that will involve a total capital investment in real property currently estimated at \$1,650,000.00, plus or minus ten percent (10%), in development of new construction of twenty-four (24) residential units being 16,980 square feet, and appurtenances at the site located on parcel number 41-119045.0180, Trail Drive, Napoleon, Ohio; and,

**WHEREAS**, it was recommended that MSG Investments, LTD. receive a fifty percent (50%) exemption for a period of ten (10) years on the eligible property for proposed real property improvements; and,

**WHEREAS**, the appropriate school(s) were provided with all legally-required notices; and,

**WHEREAS**, the Napoleon Area City School District Board of Education, either waived the timeliness of the notice requirement(s) and approved the proposed agreement or, timely received the notice(s) and made approval; **Now Therefore**,

### **BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NAPOLEON, OHIO:**

Section 1. That, the City approves and consents to a certain Community Reinvestment Area Agreement with MSG Investments, LTD., in substantially the form as being currently on file with the City Finance Director, Agreement No. 03-19, subject to any changes deemed appropriate by the City Manager and approved as to form and correctness by the City Law Director; said agreement having been reviewed by this Council.

Section 2. That, the City Manager is both authorized and directed to execute the Community Reinvestment Area Agreement as referred to in Section 1 of this Resolution in the name of and on behalf of the City.

Section 3. It is found and determined that all formal actions of this City Council concerning and relating to the adoption of this Resolution were adopted in open meetings of this City Council, and that all deliberations of this City Council and any of its committees that

resulted in such formal actions were in compliance with all legal requirements, including Ohio Revised Code Section 121.22 and the Codified Ordinances of the City of Napoleon, Ohio.

Section 4. That, if any prior Ordinance or Resolution is found to be in conflict with this Resolution, then the provisions of this Resolution shall prevail. Further, if any portion of this Resolution is found to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this Resolution or any part thereof.

Section 5. That, this Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health or safety of the City and its inhabitants, and for the further reason that this legislation must be in effect at the earliest possible time to expeditiously proceed with this development project for the economic welfare of the inhabitants of the City; therefore, provided it receives the required number of votes for passage as emergency legislation, it shall be in full force and effect immediately upon its passage; otherwise, it shall be in full force and effect at the earliest time permitted by law. Further, the Emergency Clause is necessary to begin the construction process in a timely manner, and for further reasons as stated in the Preamble hereof.

Passed: \_\_\_\_\_  
Joseph D. Bialorucki, Council President

Approved: \_\_\_\_\_  
Jason P. Maassel, Mayor

VOTE ON PASSAGE \_\_\_\_ Yea \_\_\_\_ Nay \_\_\_\_ Abstain

Attest:

\_\_\_\_\_  
Roxanne Dietrich, interim Clerk of Council

*I, Roxanne Dietrich, interim Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Resolution No. 005-19 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_; and I further certify the compliance with the rules established in Chapter 103 of the Codified Ordinances of Napoleon, Ohio and the laws of the State of Ohio pertaining to Public Meetings.*

\_\_\_\_\_  
*Roxanne Dietrich, interim Clerk of Council*

2018 COMMUNITY REINVESTMENT AREA  
AGREEMENT

between

CITY OF NAPOLEON,  
OHIO

and

MSG INVESTMENTS, LTD.

Dated

as of

XXXXXX

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Appendix “A” – Application of the Enterprise for Exemptions

Appendix “B” – Improvements

Appendix “C” – The Real Property

This Community Reinvestment Area Agreement (the "Agreement") is made and entered into by and between the City of Napoleon, Ohio, a municipal corporation located at 255 W. Riverview Avenue, Napoleon, Ohio 43545 (the "City") and MSG Investments, Ltd., a limited liability company organized under the laws of Ohio, located at 1045 N. Main St., Suite 7B, Bowling Green, Ohio 43402 (the "Enterprise"), under the circumstances summarized under the following recitals (capitalized words and terms used in the recitals and not otherwise defined shall have the meanings assigned to such words and terms in Section I of this Agreement):

WHEREAS, the City by Resolution, adopted on September 18, 2000, designated an area as a Community Reinvestment Area pursuant to Ohio Revised Code Chapter 3735 and Resolution, adopted on September 4, 2018, enlarging Community Reinvestment Area #6 (CRA #6); and,

WHEREAS, the Director of Development determined that CRA #6 so designated by the City contained the characteristics set forth in Ohio Revised Code Section 3735.66; and,

WHEREAS, the Director of Development on December 23, 2000 and November 5, 2018, certified the area as a community reinvestment area known as "CRA #6"; and,

WHEREAS, the City encourages the development of real property in CRA #6; and,

WHEREAS, the Enterprise desires to construct and install a Project at the Facility in CRA #6 if incentives are available to support the economic viability of the Project; and,

WHEREAS, the City has the authority to exempt the Project from the real property taxes in accordance with Ohio Revised Code Chapter 3735; and,

WHEREAS, the Enterprise has submitted an application to the City through the City's agent for economic development, the Community Improvement Corporation of Henry County, Ohio (the "CIC"), for such tax exemptions, a copy of which is attached as Appendix "A" and is incorporated as part of this Agreement; and,

WHEREAS, the Enterprise has remitted to the City the required state application fee of \$750.00 made payable to the Ohio Department of Development to be forwarded to the Director of Development with a copy of this Agreement; and,

WHEREAS, the Housing Officer for CRA #6 for the City has investigated the application of the Enterprise and has recommended the same to the City of Napoleon Council on the basis that the Enterprise is qualified by financial responsibility and business experience; further, that in granting the CRA Agreement, new construction or remodeling will be made in CRA #6 which will serve to encourage economic stability, maintain real property values, and generate new employment opportunities; and,

WHEREAS, the determination of the tax incentive is calculated on the investment made in the construction of a multi-family leasing development consisting of twenty-four (24) residential units. The value of the improvements being determined by the Henry County Auditor; and,

WHEREAS, the Project is located in the Napoleon Area City School District and within Four County Career Center District; and,



WHEREAS, the Board of Education of the appropriate School District(s) required to be notified has been notified in accordance with Sections 3735.671 and 5709.83 of the Ohio Revised Code and has been given a copy of the Application with the stated percentages of the value of the real property to be exempted, an estimate of the true value of that property, and the number of years that property will be exempted; and,

WHEREAS, the School Board adopted a resolution (i) consenting to the Agreement; and, (ii) waiving the required notice period that the City may act on approval of the Agreement; and,

WHEREAS, pursuant to Section 3735.67(A) and in conformance with the format required under 3735.671(B) of the Ohio Revised Code, the parties hereto desire to set forth their Agreement with respect to matters hereinafter contained; and,

WHEREAS, the School Board has filed or will file a certified copy of its Resolution with the City; and,

NOW, THEREFORE, on the basis of the foregoing recitals and in consideration of the representations, agreements, and covenants of the City and the Enterprise contained in this Agreement, the City and the Enterprise agree as follows:

**Section 1.        Definitions.** In addition to words and terms defined elsewhere in this Agreement:

"Application" means an Application for Real Property Tax Exemption and Remission (Form DTE 24) and any successor form to that form.

"Area" means Community Reinvestment Area Zone 069-53550-01 Napoleon located in the City as certified by the Director of Development.

"City" means the City of Napoleon, Ohio

"County" means Henry County, Ohio.

"County Auditor" means the Auditor of Henry County, Ohio.

"Department of Development" means the Department of Development created pursuant to Ohio Revised Code Section 121.02.

"Director of Development" means the Director of the Department of Development.

"Enterprise" means the entity named in the application seeking the CRA Agreement, including its approved assigns and transferees.

"Facility" means the Enterprise's facilities located on the Real Property.

"Four County" means the Four County Career Center, a Joint Vocational School District under Ohio law whose school district boundaries encompass the Facility.

"Housing Officer" means the person or entity designated as the Housing Officer by the City for CRA #6.

"Improvements" means the improvements to the real property resulting from the Project, as more fully described in Appendix "B", incorporated into the Agreement by reference thereto.

"Lessee" [if applicable] means generally, the person, business, corporation, or other entity, that leases the facility from the Enterprise;

"Project" means the development of the Facility through the construction, acquisition, and installation of the Improvements.

"Project Completion Date" means April 30, 2019, even though the actual completion date may be earlier.

"Real Property" means the real property described in Appendix "C", incorporated into the Agreement by reference thereto.

"School Board" means the Board of Education of the School District.

"School District" means the Napoleon Area City School District.

"TIRC" means the Tax Incentive Review Council created pursuant to Ohio Revised Code Section 5709.85 and Napoleon City Council Resolution Numbers 106-00 and 119-00.

**Section 2. Interpretation.** Any reference in this Agreement to the City, or to other public bodies or entities, or their members, officers or employees, shall include those who succeed to their functions, duties or responsibilities by operation of law and those who at the time may legally act in their place.

Any reference to a section, chapter, division, paragraph or other provision of the Ohio Revised Code shall include that section, chapter, division, paragraph or other provision as from time to time amended, modified, supplemented, revised, or superseded.

Unless the context clearly otherwise indicates, words importing the singular number shall include the plural number, and vice versa; the terms "hereof", "hereby", "herein", "hereto", "hereunder" and similar terms refer to this Agreement; and the term "hereafter" means after, and the term "heretofore" means before the date of this Agreement. Words of any gender include the correlative words of the other genders. Reference to a "Section" or an "Appendix" is a reference to a Section of or an Appendix to this Agreement. All Appendix(s) is/are part of this Agreement.

The captions and headings in this Agreement are solely for convenience of reference and in no way define, limit or describe the scope or the intent of any Section.

**Section 3. The Project.** The Project will involve a total capital investment in real property currently estimated at \$1,650,000.00, plus or minus 10% in development of new construction of a multi-family leasing development consisting of twenty-four (24) residential units, approximate size being 16,980 square feet, and appurtenances at the site located on parcel #:41-119045.0180, Trail Drive, Napoleon, Ohio.

(a) A description of all the investments to be made at the facility including: value of new real property shall be as in Appendix(s) "A" and "B", incorporated into this Agreement by attachment hereto.

(b) The Project will commence by September 1, 2018 and all acquisition, construction, and installation of the Project will be completed by April 30, 2019.

(c) The total investment of this construction project is greater than the (10%) of market value of the facility assets already owned at the site prior to such expenditures.

**Section 4. Enterprise's Representations.** The Enterprise certifies that:

(a) Enterprise currently has no full-time permanent employees, no part-time permanent employees and no temporary employees within the State.

(b) The Project shall create job(s) for one (1) full-time permanent employee, no new part-time permanent, no new full-time temporary employees and no new part-time temporary employee at the Facility upon completion of the Project. The schedule for hiring the new employee at the Facility is immediate upon completion of Project.

(c) The number of employees will result in approximately \$35,000.00, plus or minus 25% of additional payroll at the Facility following completion of the Project.

(d) The Enterprise does not owe any delinquent real or tangible personal property taxes to any taxing authority or in the State of Ohio, and does not owe any delinquent taxes for which it is liable under Ohio Revised Code Chapters 5733, 5735, 5739, 5741, 5743, 5747 or 5753, or, if such delinquent taxes are owed, it currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against it. For purposes of this paragraph "delinquent taxes" are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

#### **Section 5. City Obligations.**

(a) The City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

(b) If for any reason the City revokes the designation of CRA #6, the City shall continue to grant the entitlements under this Agreement for the number of years specified under this Agreement, unless the Enterprise materially fails to fulfill its obligations under this Agreement and the City terminates or modifies the exemptions from taxation pursuant to this Agreement.

#### **Section 6: Enterprise's Covenants & Agreements.** The Enterprise covenants and agrees that:

(a) Regarding the construction, the Enterprise will make a minimum investment of \$1,650,000.00, plus or minus 10%.

(b) The Enterprise shall use its best efforts to employ, or cause the employment of, residents of the County for any new job opportunities created at the Facility during the duration of this Agreement.

(c) The Enterprise shall provide, or cause to be provided, to the TIRC any and all information requested by the TIRC that is reasonably necessary for the TIRC to evaluate the applicant's compliance with the Agreement, including returns filed pursuant to Section 5711.02 of the Ohio Revised Code if requested by the TIRC.

(d) The Enterprise shall pay such real and tangible personal property taxes on property located in the County that are not exempt pursuant to this Agreement, other tax abatement agreements, or by law. The Enterprise shall file all tax reports and returns required by law.

(e) The Enterprise shall file two copies of the Application with the County Auditor prior to the first year for which real property taxes on the Improvements would be taxable if the Improvements were not exempt from taxation pursuant to this Agreement. The Enterprise acknowledges that exemptions from real property taxes granted by this Agreement are not effective until an Application has been filed with the County Auditor and forwarded to the Ohio Department of Taxation.

(f) The Enterprise will perform such other acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain the exemptions granted by this Agreement, including, without limitation, executing documents and providing certifications required in connection with those exemptions.

(g) The Enterprise has made no false statements to the City, the School District, or the State of Ohio in the process of obtaining the exemptions granted by this Agreement.

**Section 7. Exemptions.**

(a) The City, with consent of the School District and upon notification to the Four County, hereby grants the Enterprise a 50% exemption, pursuant to Section 3735.67 of the Ohio Revised Code for eligible real property, from real property taxes for a period of 10 years for the Improvements.

(b) The description of the specific real property to be exempted is as described in Appendix(s) "A", "B" and "C".

(c) The exemption commences the first year for which the real property would first be taxable were that property not exempted from taxation. No exemption shall commence after January 1 2020, nor shall extend beyond December 31, 2030. The maximum investment for the Improvements to qualify for the exemption granted in this paragraph is \$1,650,000.00.

(d) The Enterprise shall pay such real and tangible personal property taxes as are not exempted under this Agreement and are charged against such property and shall file all tax reports and returns as required by law.

**Section 8. Annual Fee.** The Enterprise shall pay an annual fee equal to the greater of one percent of the dollar value of the incentives offered by this Agreement or \$1,500; provided, however, if the value of the incentives exceed \$250,000, the fee shall not exceed \$2,500.

The City or its agent shall calculate the amount of the fee and shall mail an invoice for the fee to the Enterprise on or before September 15 of each year within which any taxes are abated pursuant to this Agreement. The invoice shall be paid by the Enterprise to the City or its agent within the thirty (30) days immediately following the invoice date.

**Section 9. Events of Default and Remedies.** The occurrence of any of the following shall be considered an Event of Default by the Enterprise under this Agreement.

(a) If the Enterprise materially fails to fulfill its obligations under this Agreement, or if the City determines that the certification as to delinquent taxes required by this Agreement is fraudulent, the City may terminate or modify the exemptions from taxation granted under this Agreement, and may require the repayment of the amount of taxes that would have been payable had the property not been exempted from taxation under this Agreement; further, the City may, at its option, secure repayment of such taxes by a lien on the exempted property in the amount required to be repaid. Such a lien shall attach, and may be perfected, collected and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on the real property.

(b) Exemptions from taxation granted under this Agreement shall be revoked if it is determined that the Enterprise, any successor enterprise, or any related member (as those terms are defined in Section 3735.671 of the Ohio Revised Code) has violated the prohibitions against entering into this Agreement under Division (E) of Section 3735.671 or Section 5709.62 or 5709.63 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections.

(c) If the Enterprise fails to pay such taxes or files such returns and reports as required by law concerning this exemption, exemptions from taxation granted under this Agreement shall be rescinded beginning with the year for which such taxes are charged or such reports are required to be filed and thereafter.

(d) If the Enterprise fails to provide information requested by the TIRC or to file copies of all Applications with the TIRC, then this Agreement may be terminated.

(e) The minimum investment for the Improvements is less than that stated in Section 6 after the Project completion date, then this Agreement may be terminated.

(f) The Enterprise made material false statements to the City in the process of obtaining the exemptions granted by this Agreement, then this Agreement may be terminated.

(g) The Enterprise fails to pay the annual fee required by Section 8, or any of the compensation payments required by Section 9, then this Agreement may be terminated.

**Section 10. Notices & Payments.** All notices required by this Agreement shall be in writing and either mailed by first class U.S. mail, postage prepaid, addressed to the person or persons to be so notified or delivered by personal delivery to such person. Notice shall be deemed given on the earlier of the day the notice is mailed or personally delivered.

Payments must be received by the person entitled to payment on or before the date specified in this Agreement.

All notices and applicable payments shall be delivered to the following addresses; original payments from Enterprise to the City shall be mailed to the City:

- |                            |   |
|----------------------------|---|
| (a) To the City:           | City of Napoleon, Ohio<br>c/o City Manager<br>255 West Riverview<br>Napoleon, Ohio 43545                      |
| With a Copy to:            | Henry County CIC<br>c/o Executive Director<br>104 East Washington Street<br>Suite 301<br>Napoleon, Ohio 43545 |
| (b) To the Enterprise:     | MSG Investments, Ltd.<br>Ms. Michelle Green<br>1045 N. Main St.<br>Suite 7B<br>Bowling Green, Ohio 43402      |
| (c) To the County Auditor: | Auditor<br>County of Henry, Ohio<br>660 N. Perry Street<br>Napoleon, Ohio 43545                               |

- (d) To the School District: Napoleon Area City School District  
c/o Treasurer  
701 Briarheath Ave.  
Napoleon, Ohio 43545
- (e) To Four County: Four County Career Center  
c/o Superintendent  
22-900 State Route 34  
Archbold, Ohio 43502
- (f) To the TIRC: Henry County CIC  
c/o Executive Director  
104 East Washington St.  
Suite 301  
Napoleon, Ohio 43545

**Section 11. Miscellaneous.**

- (a) The Enterprise shall provide to the proper tax incentive review council any information reasonably required by the TIRC to evaluate the applicant's compliance with the Agreement, including returns filed pursuant to Section 5711.02 of the Ohio Revised Code if requested by the TIRC.
- (b) If for any reason CRA #6 designation expires, or the Director of Development revokes the certification of CRA #6, or the City revokes the designation of CRA #6, the exemptions granted by this Agreement shall continue as provided in this Agreement.
- (c) No individual shall be denied employment at the Facility on the basis of race, religion, gender, disability, color, national origin, or ancestry.
- (d) This Agreement is not transferable or assignable without the written consent of the City, and the Enterprise acknowledges that the City may not give that consent if the School District objects to any transfer or assignment; however, the exemptions provided in this Agreement may be applicable and assignable (upon notice to the City) to entities that are directly and immediately related to the Enterprise that may already have indirect ownership of the property subject to the exemption, without prior written approval from the City.
- (e) This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.
- (f) This Agreement shall be deemed to be a contract made under the laws of the State of Ohio and for all purposes shall be governed by and in accordance with the laws of the State of Ohio.
- (g) Any legal action regarding this Agreement shall be filed in the Court of Common Pleas of Henry County, Ohio, or, in case of Bankruptcy, the appropriate Bankruptcy Court.
- (h) The Enterprise acknowledges that this Agreement must be approved by formal action of the City Council of Napoleon, Ohio as a condition for the Agreement to take effect. This Agreement takes effect upon such approval and upon execution by the parties.

(i) In the event that any part or provision of this Agreement is held invalid or void by a court of competent jurisdiction, only that part or provision shall be invalid or void and the parts or provisions not held invalid or void shall remain in full force.

(j) This Agreement shall be construed as mutually drafted by the parties.

(k) Time is of the essence.

(l) The Enterprise expressly agrees to waive and forego its rights to appeal the Auditor's determination on the value of the investment stated in this Agreement.

(m) The preamble of this Agreement shall be incorporated into this Agreement as part thereof.

(n) Any obligation of the City to pay money under this Agreement is subject to appropriation of funds by the City.

IN WITNESS WHEREOF, the City and the Enterprise have caused this Agreement to be executed on their behalf by their respective duly authorized officer or representative, all as of and effective upon the date printed on the cover page of this Agreement.

**AGREED TO:**

**CITY OF NAPOLEON, OHIO**

By \_\_\_\_\_  
City Manager

**MSG INVESTMENTS, LTD.**

By: \_\_\_\_\_  
Michelle Green, Owner

**CONSENTED TO:**

**NAPOLEON AREA CITY SCHOOL DISTRICT**

By: \_\_\_\_\_  
Superintendent

APPROVED AS TO FORM AND CORRECTNESS:

\_\_\_\_\_  
Prosecuting Attorney

**Appendix "A"**

**APPLICATION CRA**

(POST-1994)

ATTACHED



Appendix A Attachment

**PROPOSED AGREEMENT** for Community Reinvestment Area Tax Incentives between the  
City of Napoleon located in the County of Henry and  
MSG Investments, Ltd.

1. a. Name of property owner, home or main office address, contact person, and telephone number (attach additional pages if multiple enterprise participants).

<u>MSG Investments, Ltd.</u>	<u>Michelle Green</u>
Enterprise Name	Contact Person
1045 N. Main St., Suite 7B	
Bowling Green, OH 43402	
<u>Address</u>	<u>(419) 360-7991</u>
	Telephone Number

- b. Project site:

<u>760, 780 Trail Drive</u>	<u>Steve Green</u>
760 Trail Drive	Contact Person
780 Trail Drive	
Napoleon, OH 43545	
<u>Address</u>	<u>(419) 360-7990</u>
	Telephone Number

2. a. Nature of commercial/industrial activity (manufacturing, warehousing, wholesale or retail stores, or other) to be conducted at the site.

Multifamily leasing units

- b. List primary 6 digit North American Industry Classification System (NAICS) # \_\_\_\_\_

Business may list other relevant SIC  
numbers. \_\_\_\_\_

- c. If a consolidation, what are the components of the consolidation? (must itemize the location, assets, and employment positions to be transferred: \_\_\_\_\_

N/A

d. Form of business of enterprise (corporation, partnership, proprietorship, or other).

Limited Liability Company

3. Name of principal owner(s) or officers of the business.

Steve A. Green & Michelle S. Green

4. a. State the enterprise's current employment level at the proposed project site:

0

b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? Yes\_\_\_ No X

c. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:

\_\_\_\_\_  
\_\_\_\_\_

d. State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees):

\_\_\_\_\_

e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets:

N/A

f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated?

N/A

5. Does the Property Owner owe:

- a. Any delinquent taxes to the State of Ohio or a political subdivision of the state?  
Yes ☐ No ☒
  - b. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State? Yes ☐ No ☒
  - c. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not?  
Yes ☐ No ☒
  - d. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (add additional sheets).
6. Project Description: New construction of 24 new residential units. Two buildings, each – 7,452 sf of living and 1,038 sf of garage space. Total of 14,904 sf of living and 2,076 sf. of garage space. Project total – 16,980 sf.
- 
7. Project will begin September 1, 2018 and be completed April 30, 2019 provided a tax exemption is provided.
8. a. Estimate the number of new employees the property owner will cause to be created at the facility that is the project site (job creation projection must be itemized by the name of the employer, full and part-time and permanent and temporary):  
1 full-time permanent employee
- 
- b. State the time frame of this projected hiring: N/A yrs.
- c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees):  
Employee hired contingent upon completion of project.
- 
9. a. Estimate the amount of annual payroll such new employees will add \$ 35,000.00 full-time permanent employee (new annual payroll must be itemized by full and part-time and permanent and temporary new employees).
- b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project: \$

10. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:
- |  |                           |
|--|---------------------------|
| A. Acquisition of Buildings:           | \$ _____                  |
| B. Additions/New Construction:         | \$ <u>1,600,000</u>       |
| C. Improvements to existing buildings: | \$ _____                  |
| D. Machinery & Equipment:              | \$ _____                  |
| E. Furniture & Fixtures:               | \$ <u>50,000</u>          |
| F. Inventory:                          | \$ _____                  |
| <b>Total New Project Investment:</b>   | <b>\$ <u>1,650,00</u></b> |
11. a. Business requests the following tax exemption incentives: 100 % for 15 years covering real property as described above. Be specific as to the rate, and term.
- b. Business's reasons for requesting tax incentives (be quantitatively specific as possible)
1. economic feasibility of project
  2. Assisting to solve housing availability stock
  3. Increased monetary collections from new investment and residents benefiting local, regional and state agendas.
- \_\_\_\_\_
- \_\_\_\_\_

Submission of this application expressly authorizes City of Napoleon to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item # 5 and to review applicable confidential records. As part of this application, the property owner may also be required to directly request from the Ohio Department of Taxation, or complete a waiver form allowing the Department of Taxation to release specific tax records to the local jurisdiction considering the request.

The Applicant agrees to supply additional information upon request.

The Applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C) (1) and 2921.13(D) (1) penalties for falsification which could result in the forfeiture of all current and future economic

development assistance benefits as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

MSG Investments, Ltd - Steve Green

Name of Property Owner

7/27/18

Date



Signature

MSG Investments LTD.  
Steve Green/Michelle Green, Members  
Typed Name and Title

\* A copy of this proposal must be forwarded by the local governments to the affected Board of Education along with notice of the meeting date on which the local government will review the proposal. Notice must be given a minimum of fourteen (14) days prior to the scheduled meeting to permit the Board of Education to appear and/or comment before the legislative authorities considering the request.

\*\* Attach to Final Community Reinvestment Area Agreement as Exhibit A

Please note that copies of this proposal must be included in the finalized Community Reinvestment Area Agreement and be forwarded to the Ohio Department of Taxation and the Ohio Development Services Agency within fifteen (15) days of final approval.

## **Appendix "B"**

### **THE IMPROVEMENTS**

The Project will involve a total capital investment in real property of currently estimated at \$1,650,000.00, plus or minus 10%, in development of twenty-four (24) unit residential multi-family leasing building and appurtenances at the site located at parcel #:41-119045.0180, Trail Drive, Napoleon, Ohio, containing 2.93 acres. The creation of this residential leasing development is to assist in housing availability stock.

**Appendix "C"**

**REAL PROPERTY DESCRIPTION**

Tax Parcel # 41-119045.0180

Acres: 2.93

Legal Description: LOT 15 BECK AND SCHULTZ

Volume: 294.00 Page: 736.00

Map Number: 0511476002

Township: NAPOLEON

**Situated in the City of Napoleon, County of Henry, and State of Ohio, and more particularly described as follows:**

**Lot Numbers Eight (8), Nine (9), and Fifteen (15) of the Beck and Schultz Replat of Lot No. 7, and subject to all the easements and restrictions of record as shown on the plat of the replat of Lot No. 7, recorded on Slide 202, Plat Records, Henry County Recorder's Office, Henry County, Ohio.**

## **RESOLUTION NO. 006-19**

### **A RESOLUTION AUTHORIZING A COMMUNITY REINVESTMENT AREA (CRA) AGREEMENT BETWEEN THE CITY OF NAPOLEON, OHIO, AND RIDI REIO LLC WITHIN NAPOLEON CRA #7; AND DECLARING AN EMERGENCY**

**WHEREAS**, the Ohio Reinvestment Area Program, pursuant to Ohio Revised Code Chapter 3735, authorizes the City to grant real property tax exemptions on eligible new investments; and,

**WHEREAS**, the City, on October 1, 2001, by Resolution 114-01 designated an area (CRA 7) as a Community Reinvestment Area pursuant to Ohio Revised Code Chapter 3735 and, with the adoption of Resolution No. 65-02 adopted June 17, 2002 enlarged the area; and,

**WHEREAS**, the Director of Development determined that the area so designated by the City contained the characteristics set forth in Ohio Revised Code Section 3735.66; and,

**WHEREAS**, the Director of Development certified the area as a community reinvestment area known as Zone No. 069-53550-02 (the "Area"); and,

**WHEREAS**, Ridi Reio LLC made application that will involve a total capital investment in real property currently estimated at \$2,100,000.00, plus or minus ten percent (10%), in development of new commercial construction being approximately 7,000 square feet at the site located on parcel numbers 41-119361.0100 and 41-119361.0300, 2269 Scott Street, Napoleon, Ohio; and,

**WHEREAS**, it was recommended that Ridi Reio LLC receive a fifty percent (50%) exemption for a period of fifteen (15) years on the eligible property for proposed real property improvements; and,

**WHEREAS**, the appropriate school(s) were provided with all legally-required notices; and,

**WHEREAS**, the Napoleon Area City School District Board of Education, either waived the timeliness of the notice requirement(s) and approved the proposed agreement or, timely received the notice(s) and made approval; **Now Therefore**,

### **BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NAPOLEON, OHIO:**

Section 1. That, the City approves and consents to a certain Community Reinvestment Area Agreement with Ridi Reio LLC, in substantially the form as being currently on file with the City Finance Director, Agreement No. 04-19, subject to any changes deemed appropriate by the City Manager and approved as to form and correctness by the City Law Director; said agreement having been reviewed by this Council.

Section 2. That, the City Manager is both authorized and directed to execute the Community Reinvestment Area Agreement as referred to in Section 1 of this Resolution in the name of and on behalf of the City.

Section 3. It is found and determined that all formal actions of this City Council concerning and relating to the adoption of this Resolution were adopted in open meetings of this City Council, and that all deliberations of this City Council and any of its committees that



resulted in such formal actions were in compliance with all legal requirements, including Ohio Revised Code Section 121.22 and the Codified Ordinances of the City of Napoleon, Ohio.

Section 4. That, if any prior Ordinance or Resolution is found to be in conflict with this Resolution, then the provisions of this Resolution shall prevail. Further, if any portion of this Resolution is found to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this Resolution or any part thereof.

Section 5. That, this Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health or safety of the City and its inhabitants, and for the further reason that this legislation must be in effect at the earliest possible time to expeditiously proceed with this development project for the economic welfare of the inhabitants of the City; therefore, provided it receives the required number of votes for passage as emergency legislation, it shall be in full force and effect immediately upon its passage; otherwise, it shall be in full force and effect at the earliest time permitted by law. Further, the Emergency Clause is necessary to begin the construction process in a timely manner, and for further reasons as stated in the Preamble hereof.

Passed: \_\_\_\_\_  
Joseph D. Bialorucki, Council President

Approved: \_\_\_\_\_  
Jason P. Maassel, Mayor

VOTE ON PASSAGE \_\_\_\_ Yea \_\_\_\_ Nay \_\_\_\_ Abstain

Attest:

\_\_\_\_\_  
Roxanne Dietrich, interim Clerk of Council

*I, Roxanne Dietrich, interim Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Resolution No. 006-19 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_; and I further certify the compliance with the rules established in Chapter 103 of the Codified Ordinances of Napoleon, Ohio and the laws of the State of Ohio pertaining to Public Meetings.*

\_\_\_\_\_  
*Roxanne Dietrich, interim Clerk of Council*

2019 COMMUNITY REINVESTMENT AREA  
AGREEMENT

between

CITY OF NAPOLEON,  
OHIO

and

Redi Reio, LLC-S/G Stores

Dated

as of

XXX

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Appendix “A” – Application of the Enterprise for Exemptions

Appendix “B” – Improvements

Appendix “C” – The Real Property

This Community Reinvestment Area Agreement (the "Agreement") is made and entered into by and between the City of Napoleon, Ohio, a municipal corporation located at 255 W. Riverview Avenue, Napoleon, Ohio 43545 (the "City") and Redi Reio, LLC., a limited liability corporation organized under the laws of Ohio, located at 5131 W. Alexis, Sylvania, Ohio 43560 (the "Enterprise"), under the circumstances summarized under the following recitals (capitalized words and terms used in the recitals and not otherwise defined shall have the meanings assigned to such words and terms in Section I of this Agreement):

WHEREAS, the City, by Resolution adopted on September 18, 2000, designated an area as a Community Reinvestment Area pursuant to Ohio Revised Code Chapter 3735 and by Resolution, adopted on September 4, 2018, enlarging Community Reinvestment Area #6 (CRA #6); and,

WHEREAS, the Director of Development determined that CRA #6 so designated by the City contained the characteristics set forth in Ohio Revised Code Section 3735.66; and,

WHEREAS, the Director of Development on December 23, 2000 and November 5, 2018, certified the area as a community reinvestment area known as CRA #6; and,

WHEREAS, the City encourages the development of real property in CRA #6; and,

WHEREAS, the Enterprise desires to construct and install a Project at the Facility in CRA #6 if incentives are available to support the economic viability of the Project; and,

WHEREAS, the City has the authority to exempt the Project from the real property taxes in accordance with Ohio Revised Code Chapter 3735; and,

WHEREAS, the Enterprise has submitted an application to the City through the City's agent for economic development, the Community Improvement Corporation of Henry County, Ohio (the "CIC"), for such tax exemptions, a copy of which is attached as Appendix "A" and is incorporated as part of this Agreement; and,

WHEREAS, the Enterprise has remitted to the City the required state application fee of \$750.00 made payable to the Ohio Department of Development to be forwarded to the Director of Development with a copy of this Agreement; and,

WHEREAS, the Housing Officer for CRA #6 for the City has investigated the application of the Enterprise and has recommended the same to the City of Napoleon Council on the basis that the Enterprise is qualified by financial responsibility and business experience; further, that in granting the CRA Agreement, new construction or remodeling will be made in CRA #6 which will serve to encourage economic stability, maintain real property values, and generate new employment opportunities; and,

WHEREAS, the determination of the tax incentive is calculated on the investment made in the construction of the commercial retail facility. The value of the improvements being determined by the Henry County Auditor; and,

WHEREAS, the Project is located in the Napoleon Area City School District and within Four County Career Center District; and,

WHEREAS, the Board of Education of the appropriate School District(s) required to be notified has been notified in accordance with Sections 3735.671 and 5709.83 of the Ohio Revised Code and has been given a copy of the Application with the stated percentages of the value of the real property to be exempted, an estimate of the true value of that property, and the number of years that property will be exempted; and,

WHEREAS, pursuant to Section 3735.67(A) and in conformance with the format required under 3735.67l(B) of the Ohio Revised Code, the parties hereto desire to set forth their Agreement with respect to matters hereinafter contained; and,

NOW, THEREFORE, on the basis of the foregoing recitals and in consideration of the representations, agreements, and covenants of the City and the Enterprise contained in this Agreement, the City and the Enterprise agree as follows:

**Section 1.     Definitions.** In addition to words and terms defined elsewhere in this Agreement:

"Application" means an Application for Real Property Tax Exemption and Remission (Form DTE 24) and any successor form to that form.

"Area" means Community Reinvestment Area Zone 069-53550-01 Napoleon #6 located in the City as certified by the Director of Development.

"City" means the City of Napoleon, Ohio

"County" means Henry County, Ohio.

"County Auditor" means the Auditor of Henry County, Ohio.

"Department of Development" means the Department of Development created pursuant to Ohio Revised Code Section 121.02.

"Director of Development" means the Director of the Department of Development.

"Enterprise" means the entity named in the application seeking the CRA Agreement, including its approved assigns and transferees.

"Facility" means the Enterprise's facilities located on the Real Property.

"Four County" means the Four County Career Center, a Joint Vocational School District under Ohio law whose school district boundaries encompass the Facility.

"Housing Officer" means the person or entity designated as the Housing Officer by the City for the CRA #6.

"Improvements" means the improvements to the real property resulting from the Project, as more fully described in Appendix "B", incorporated into the Agreement by reference thereto.

"Lessee" [if applicable] means generally, the person, business, corporation, or other entity, that leases the facility from the Enterprise;

“Project” means the development of the Facility through the construction, acquisition, and installation of the Improvements.

“Project Completion Date” means April 1, 2020, even though the actual completion date may be earlier.

“Real Property” means the real property described in Appendix "C", incorporated into the Agreement by reference thereto.

“School Board” means the Board of Education of the School District.

“School District” means the Napoleon Area City School District.

“TIRC” means the Tax Incentive Review Council created pursuant to Ohio Revised Code Section 5709.85 and Napoleon City Council Resolution Numbers 106-00 and 119-00.

**Section 2. Interpretation.** Any reference in this Agreement to the City, or to other public bodies or entities, or their members, officers or employees, shall include those who succeed to their functions, duties or responsibilities by operation of law and those who at the time may legally act in their place.

Any reference to a section, chapter, division, paragraph or other provision of the Ohio Revised Code shall include that section, chapter, division, paragraph or other provision as from time to time amended, modified, supplemented, revised, or superseded.

Unless the context clearly otherwise indicates, words importing the singular number shall include the plural number, and vice versa; the terms "hereof", "hereby", "herein", "hereto", "hereunder" and similar terms refer to this Agreement; and the term "hereafter" means after, and the term "heretofore" means before the date of this Agreement. Words of any gender include the correlative words of the other genders. Reference to a "Section" or an "Appendix" is a reference to a Section of or an Appendix to this Agreement. All Appendix(s) is/are part of this Agreement.

The captions and headings in this Agreement are solely for convenience of reference and in no way define, limit or describe the scope or the intent of any Section.

**Section 3. The Project.** The Project will involve a total capital investment in real property currently estimated at \$2,100,000.00, plus or minus 10% in development and construction of a commercial retail building, approximate size being 7,000 square feet at the site located on parcel #s: 41-1193610100 and 41-1193610300, 2269 Scott Street, Napoleon, Ohio.

(a) A description of all the investments to be made at the facility including: value of new real property shall be as in Appendix(s) "A" and "B", incorporated into this Agreement by attachment hereto.

(b) The Project will commence by April 1, 2019 and all acquisition, construction, and installation of the Project will be completed by April 1, 2020.

(c) The total investment of this construction project is greater than the (10%) of market value of the facility assets already owned at the site prior to such expenditures.

**Section 4. Enterprise's Representations.** The Enterprise certifies that:

(a) The Project shall create a minimum of 10 full-time permanent jobs and 12 part-time permanent jobs at the Facility by April 30, 2020.

(b) The increase in the number of employees will result in approximately \$400,000.00, plus or minus 25% of additional payroll at the Facility by the end of the first calendar year following the completion of the Project.

(c) The Enterprise currently has approximately two hundred full-time permanent employees, one hundred part-time permanent employees and zero temporary employees within the State of Ohio. The annual payroll for employees to be retained at the Facility is estimated at \$9,900,000.00.

(d) It does not owe any delinquent real or tangible personal property taxes to any taxing authority or in the State of Ohio, and does not owe any delinquent taxes for which it is liable under Ohio Revised Code Chapters 5733, 5735, 5739, 5741, 5743, 5747 or 5753, or, if such delinquent taxes are owed, it currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against it. For purposes of this paragraph "delinquent taxes" are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

**Section 5. City Obligations.**

(a) The City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

(b) If for any reason the City revokes the designation of CRA #6, the City shall continue to grant the entitlements under this Agreement for the number of years specified under this Agreement, unless the Enterprise materially fails to fulfill its obligations under this Agreement and the City terminates or modifies the exemptions from taxation pursuant to this Agreement.

**Section 6: Enterprise's Covenants & Agreements.** The Enterprise covenants and agrees that:

(a) Regarding the construction and renovations, the Enterprise will make a minimum investment of \$2,100,000.00, plus or minus 10%.

(b) The Enterprise shall use its best efforts to employ, or cause the employment of, residents of the County for any new job opportunities created at the Facility during the duration of this Agreement.

(c) The Enterprise shall provide, or cause to be provided, to the TIRC any and all information requested by the TIRC that is reasonably necessary for the TIRC to evaluate the applicant's compliance with the Agreement, including returns filed pursuant to Section 5711.02 of the Ohio Revised Code if requested by the TIRC.

(d) The Enterprise shall pay such real and tangible personal property taxes on property located in the County that are not exempt pursuant to this Agreement, other tax abatement agreements, or by law. The Enterprise shall file all tax reports and returns required by law.

(e) The Enterprise shall file two copies of the Application with the County Auditor prior to the first year for which real property taxes on the Improvements would be taxable if the Improvements were not exempt from taxation pursuant to this Agreement. The Enterprise acknowledges that exemptions from real property taxes granted by this Agreement are not effective until an Application has been filed with the County Auditor and forwarded to the Ohio Department of Taxation.

(f) The Enterprise will perform such other acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain the exemptions granted by this Agreement, including, without limitation, executing documents and providing certifications required in connection with those exemptions.

(g) The Enterprise has made no false statements to the City, the School District, or the State of Ohio in the process of obtaining the exemptions granted by this Agreement.

#### **Section 7. Exemptions.**

(a) The City, with notification of the School District and to the Four County Career Center, hereby grants the Enterprise a 50% exemption, pursuant to Section 3735.67 of the Ohio Revised Code for eligible real property, from real property taxes for a period of 15 years for the Improvements. The exemption commences the first year for which the real property would first be taxable were that property not exempted from taxation. No exemption shall commence after January 1, 2021, nor shall extend beyond December 31, 2035. The maximum investment for the Improvements to qualify for the exemption granted in this paragraph is \$2,310,000.00.

(b) The description of the specific real property to be exempted is as described in Appendix(s) "A", "B" and "C".

(c) The Enterprise shall pay such real and tangible personal property taxes as are not exempted under this Agreement and are charged against such property and shall file all tax reports and returns as required by law.



**Section 8. Annual Fee.** The Enterprise shall pay an annual fee equal to the greater of one percent of the dollar value of the incentives offered by this Agreement or Five Hundred Dollars (\$500.00); provided, however if the value of the incentives exceed Two Hundred Fifty Thousand Dollars (\$250,000.00), the fee shall not exceed Two Thousand Five Hundred Dollars (\$2,500.00) which is supportive of monitoring, and administration of the agreement.

The City or its agent shall calculate the amount of the fee and shall mail an invoice for the fee to the Enterprise on or before September 1st of each year within which any taxes are abated pursuant to this Agreement. The invoice shall be paid by the Enterprise to the City or its agent within the thirty (30) days immediately following the invoice date.

**Section 9. Events of Default and Remedies.** The occurrence of any of the following shall be considered an Event of Default by the Enterprise under this Agreement.

(a) If the Enterprise materially fails to fulfill its obligations under this Agreement, or if the City determines that the certification as to delinquent taxes required by this Agreement is fraudulent, the City may terminate or modify the exemptions from taxation granted under this Agreement, and may require the repayment of the amount of taxes that would have been payable had the property not been exempted from taxation under this Agreement; further, the City may, at its option, secure repayment of such taxes by a lien on the exempted property in the amount required to be repaid. Such a lien shall attach, and may be perfected, collected and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on the real property.

(b) Exemptions from taxation granted under this Agreement shall be revoked if it is determined that the Enterprise, any successor enterprise, or any related member (as those terms are defined in Section 3735.671 of the Ohio Revised Code) has violated the prohibitions against entering into this Agreement under Division (E) of Section 3735.671 or Section 5709.62 or 5709.63 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections.

(c) If the Enterprise fails to pay such taxes or files such returns and reports as required by law concerning this exemption, exemptions from taxation granted under this Agreement shall be rescinded beginning with the year for which such taxes are charged or such reports are required to be filed and thereafter.

(d) If the Enterprise fails to provide information requested by the TIRC or to file copies of all Applications with the TIRC, then this Agreement may be terminated.

(e) The minimum investment for the Improvements is less than that stated in Section 6 after the Project completion date, then this Agreement may be terminated.

(f) The Enterprise made material false statements to the City in the process of obtaining the exemptions granted by this Agreement, then this Agreement may be terminated.

(g) The Enterprise fails to pay the annual fee required by Section 8, or any of the compensation payments required by Section 9, then this Agreement may be terminated.

**Section 10. Notices & Payments.** All notices required by this Agreement shall be in writing and either mailed by first class U.S. mail, postage prepaid, addressed to the person or persons to be so notified or delivered by personal delivery to such person. Notice shall be deemed given on the earlier of the day the notice is mailed or personally delivered.

Payments must be received by the person entitled to payment on or before the date specified in this Agreement.

All notices and applicable payments shall be delivered to the following addresses:

- |                             |  |
|-----------------------------|--|
| (a) To the City:            | City of Napoleon, Ohio<br>c/o City Manager<br>255 West Riverview<br>Napoleon, Ohio 43545                   |
| (b) To the Enterprise:      | Redi Reio, LLC<br>5131 W. Alexis<br>Sylvania, OH 43560   |
| (c) To the County Auditor:  | Auditor<br>County of Henry, Ohio<br>660 N. Perry Street<br>Napoleon, Ohio 43545                            |
| (d) To the School District: | Napoleon Area City School District<br>c/o Treasurer<br>701 Briarheath Ave.<br>Napoleon, Ohio 43545         |
| (e) To Four County:         | Four County Career Center<br>c/o Superintendent<br>22-900 State Route 34<br>Archbold, Ohio 43502           |
| (f) To the TIRC:            | Henry County CIC<br>c/o Executive Director<br>104 East Washington St.<br>Suite 301<br>Napoleon, Ohio 43545 |

**Section 11. Miscellaneous.**

- (a) The Enterprise shall provide to the proper tax incentive review council any information reasonably required by the TIRC to evaluate the applicant's compliance with the Agreement, including returns filed pursuant to Section 5711.02 of the Ohio Revised Code if requested by the TIRC.

(b) If for any reason CRA #6 designation expires, or the Director of Development revokes the certification of CRA #6, or the City revokes the designation of CRA #6, the exemptions granted by this Agreement shall continue as provided in this Agreement.

(c) No individual shall be denied employment at the Facility on the basis of race, religion, gender, disability, color, national origin, or ancestry.

(d) This Agreement is not transferable or assignable without the written consent of the City, and the Enterprise acknowledges that the City may not give that consent if the School District objects to any transfer or assignment; however, the exemptions provided in this Agreement may be applicable and assignable (upon notice to the City) to entities that are directly and immediately related to the Enterprise that may already have indirect ownership of the property subject to the exemption, without prior written approval from the City.

(e) This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

(f) This Agreement shall be deemed to be a contract made under the laws of the State of Ohio and for all purposes shall be governed by and in accordance with the laws of the State of Ohio.

(g) Any legal action regarding this Agreement shall be filed in the Court of Common Pleas of Henry County, Ohio, or, in case of Bankruptcy, the appropriate Bankruptcy Court.

(h) The Enterprise acknowledges that this Agreement must be approved by formal action of the City Council of Napoleon, Ohio as a condition for the Agreement to take effect. This Agreement takes effect upon such approval and upon execution by the parties.

(i) In the event that any part or provision of this Agreement is held invalid or void by a court of competent jurisdiction, only that part or provision shall be invalid or void and the parts or provisions not held invalid or void shall remain in full force.

(j) This Agreement shall be construed as mutually drafted by the parties.

(k) Time is of the essence.

(l) The Enterprise expressly agrees to waive and forego its rights to appeal the Auditor's determination on the value of the investment stated in this Agreement.

(m) The preamble of this Agreement shall be incorporated into this Agreement as part thereof.

(n) Any obligation of the City to pay money under this Agreement is subject to appropriation of funds by the City.

IN WITNESS WHEREOF, the City and the Enterprise have caused this Agreement to be executed on their behalf by their respective duly authorized officer or representative, all as of and effective upon the date printed on the cover page of this Agreement.

**AGREED TO:**

**CITY OF NAPOLEON, OHIO**

By \_\_\_\_\_  
City Manager

**Redi Reio, LLC.**

By: \_\_\_\_\_  
Dan Redi, President

**CONSENTED TO:  
DISTRICT**

**NAPOLEON AREA CITY SCHOOL**

By: \_\_\_\_\_  
Superintendent

APPROVED AS TO FORM AND CORRECTNESS:

\_\_\_\_\_  
Prosecuting Attorney

## **Appendix "A"**

### **APPLICATION CRA (POST-1994)**

## Appendix A

**PROPOSED AGREEMENT** for Community Reinvestment Area Tax Incentives between the  
City of Napoleon located in the County of Henry and Ridi Reio LLC-S/G Stores.

1. a. Name of property owner, home or main office address, contact person, and telephone number (attach additional pages if multiple enterprise participants).

**S/G Store**  
Enterprise Name

**Dan Ridi President**  
Contact Person

**5131 W Alexis Sylvania Oh 43560**  
Address

**419 776 2929**  
Telephone Number

- b. Project site:

**2269 Scott st**

**Robert Reinbolt**  
Contact Person

**5162 Pawnee Toledo Oh 43613**  
Address

**419 6542544**  
Telephone Number

2. a. Nature of commercial/industrial activity (manufacturing, warehousing, wholesale or retail stores, or other) to be conducted at the site.

Commercials structure to include a convenience store, coffee shop or car wash , and gas service

- b. List primary 6 digit North American Industry Classification System (NAICS) # \_\_\_\_\_

Business may list other relevant SIC  
numbers. \_\_\_\_\_

- c. If a consolidation, what are the components of the consolidation? (must itemize the location, assets and infrastructure, and employment positions to be transferred: \_\_\_\_\_

New construction first store built in this area so all employees will be new hires

d. Form of business of enterprise (corporation, partnership, proprietorship, or other).

---

LLC

3. Name of principal owner(s) or officers of the business.

Dan (Dergham) Ridi President S/G

4. a. State the enterprise's current employment level at the proposed project site:

0 vacant property

b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? Yes        No XX

c. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:

d. State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees):

300

e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets:

There is no impact on other stores—these will be new jobs

f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated?

NA

---

5. Does the Property Owner owe:

a. Any delinquent taxes to the State of Ohio or a political subdivision of the state?

Yes \_\_\_ No XX

b. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State? Yes \_\_\_ No XX

c. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not?

Yes \_\_\_ No XX

d. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (add additional sheets).

6. Project Description: Prepare vacant property, including environmental testing and cleanup from previous site use to allow construction of an 7000sq ft multi use retail store to include a coffee shop or car wash and gas service

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7. Project will begin spring, 20 19 and be completed spring, 20 20 provided a tax exemption is provided.

8. a. Estimate the number of new employees the property owner will cause to be created at the facility that is the project site (job creation projection must be itemized by the name of the employer, full and part-time and permanent and temporary):

10 to 12 plus staff in the coffee shop in addition to the construction crews.

---

b. State the time frame of this projected hiring: early 2020 yrs.

c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees):

spring 2020

---



9. a. Estimate the amount of annual payroll such new employees will add \$ \$150,000 to \$200,000 (new annual payroll must be itemized by full and part-time and permanent and temporary new employees).

b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project: \$ NA

10. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:

A.	Acquisition of Land :	\$ <u>350,000</u>
B.	Additions/New Construction:	\$ <u>650,000.00</u>
C.	Improvements to existing buildings:	\$ _____
D.	Machinery & Equipment:	\$ <u>900,000.00</u>
E.	Furniture & Fixtures:	\$ <u>100,000</u>
F.	Inventory:	\$ <u>100,000</u>
<b>Total New Project Investment:</b>		<b>\$2,100,000</b>

11. a. Business requests the following tax exemption incentives: 50 % for 15 years covering real estate and equipment \_\_\_\_\_ as described above. Be specific as to the rate, and term.

b. Business's reasons for requesting tax incentives (be quantitatively specific as possible)

to assist in project development and to offset high cost of development/site preparation and make development of this brownfield site cost effective

Submission of this application expressly authorizes City of Napoleon to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item # 5 and to review applicable confidential records. As part of this application, the property owner may also be required to directly request from the Ohio Department of Taxation, or

complete a waiver form allowing the Department of Taxation to release specific tax records to the local jurisdiction considering the request.

The Applicant agrees to supply additional information upon request.

The Applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C) (1) and 2921.13(D) (1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefits as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

Dan Ridi  
Name of Property Owner

1/3/19  
Date

Dan Ridi  
Signature

President

Typed Name and Title

\* A copy of this proposal must be forwarded by the local governments to the affected Board of Education along with notice of the meeting date on which the local government will review the proposal. Notice must be given a minimum of fourteen (14) days prior to the scheduled meeting to permit the Board of Education to appear and/or comment before the legislative authorities considering the request.

\*\* Attach to Final Community Reinvestment Area Agreement as Exhibit A

Please note that copies of this proposal must be included in the finalized Community Reinvestment Area Agreement and be forwarded to the Ohio Department of Taxation and the Ohio Development Services Agency within fifteen (15) days of final approval.

## **Appendix "B"**

### **THE IMPROVEMENTS**

The Project will involve a total capital investment in real property currently estimated at \$2,100,000.00, plus or minus 10% in development and construction of a commercial retail building, approximate size being 7,000 square feet at the site located on parcel #s: 41-1193610100 and 41-1193610300, 2269 Scott Street, Napoleon, Ohio.

## Appendix "C"

### REAL PROPERTY DESCRIPTION

CONTAINING: 1.65 acres of land

Tax Parcel #s: 41-1193610100 and 41-1193610300

Situated in the City of Napoleon, County of Henry, and State of Ohio and known as:

Parcels A and B of The Re-Plat of Lot #5 of the MWT Subdivision, in the City of Napoleon, County of Henry, and State of Ohio, subject to all easements, restrictions and zoning regulations.

Current Year 35% Taxable Values			
Land	10170		
Building	0		
Total	10170		
Original Parcel	411100500000	First Tax Year	1996

# NAPOLEON AREA CITY SCHOOLS

## BOARD OF EDUCATION

Frank S. Cashman, President  
Ty A. Otto, Vice President  
Marcia S. Bruns, Member  
Rob M. Rettig, Member  
Michael J. Wesche, Member

701 Briarheath Avenue, Suite 108  
Napoleon, Ohio 43545

*Dr. Stephen R. Fogo, Superintendent*

## ADMINISTRATIVE OFFICE

PHONE 419-599-7015  
FAX 419-599-7035

## TREASURER

Michael R. Bostelman

December 6, 2018

12-10-18 P12:05 IN

City of Napoleon  
Attn: Mr. Joel Mazur, City Manager  
255 W Riverview, PO Box 151  
Napoleon OH 43545-0151

Re: Clairmont Ave.

Dear Mr. Mazur:

Thank you for meeting with me to continue our discussions on an agreement for the City taking ownership of Clairmont Avenue currently owned by the district. Our discussions centered on:

The district will repair that portion of Clairmont Avenue it currently owns as proposed (approximately \$275,000) and the small triangle at the south of the Elementary School exit with the district paying all costs. The City will provide oversight of the repairs to ensure the repairs are up to City requirements. Upon completion of the repairs, the district will dedicate the portion of Clairmont Avenue it currently owns to the City.

Further, a proposal from you included a reimbursement to the district by the City based on three contingencies. I am proposing that these contingencies be modified slightly to the following:

In consideration of this agreement, the City shall reimburse the district \$50,000 annually, beginning in FY2020, up to a maximum of \$150,000. This reimbursement would be contingent on:

- a. The district will be an active partner with the City in seeking a Safe Routes to School grant to provide a sidewalk along district property (Westmoreland Avenue and Bales Road), as depicted in the TAP Application, which would lead to the elementary school, connected via crosswalk to the existing sidewalk (currently unmarked) along the exit of the elementary.
- b. The district will undertake an engineering study of the triangle needing to be repaved to determine the appropriate marking/curbing required and a proposal to make the intersection of Westmoreland and the Transportation lot safer for bus crossing.

# NAPOLEON AREA CITY SCHOOLS

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701 Briarheath Avenue, Suite 108  
Napoleon, Ohio 43545

*Dr. Stephen R. Fogo, Superintendent*

**ADMINISTRATIVE OFFICE**

PHONE 419-599-7015  
FAX 419-599-7035

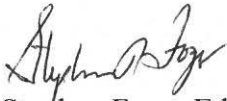
**TREASURER**

Michael R. Bostelman

- c. The district will develop a plan to address parking at the Softball and Baseball fields to eliminate illegally parked vehicles on Westmoreland. This plan will include how the district will work with the Napoleon Police Department to implement the plan items to help prevent illegal parking.

Please let me know what concerns you may have with this language change request and if you are comfortable with me presenting this agreement to the Board of Education for consideration.

Sincerely,



Stephen Fogo, Ed.D.  
Superintendent  
Napoleon Area City Schools

cc: File



# City of *NAPOLÉON*, Ohio

255 West Riverview Avenue • P.O. Box 151  
Napoleon, Ohio 43545-0151  
Phone: (419) 592-4010 • Fax: (419) 599-8393

Web Page: [www.napoleonohio.com](http://www.napoleonohio.com)

**Mayor**  
Jason Maassel

**Members of Council**

**PRESIDENT:**  
Joseph Bialorucki

**PRESIDENT PRO-  
TEM:**  
Daniel Baer

Travis B. Sheaffer  
Jeff Comadoll  
Kenneth Haase  
Jeff Mires  
Lori Siclair

**City Manager**  
Joel L. Mazur

**Finance Director**  
Gregory J. Heath

**Law Director**  
Billy D. Harmon

**Public Works  
Director**  
Chad E. Lulfs, P.E., P.S.

November 5, 2018

Napoleon Area School District  
Attn: Dr. Steve Fogo, Superintendent  
701 Briarheath Drive  
Napoleon, OH 43545

Re: Clairmont Avenue

Dr. Fogo,

Thank you for taking the time to continue our dialogue regarding Clairmont Ave. along with discussing some other items related to the area around the Napoleon Area School District's campus. As a preface to this correspondence, it is understood that any agreement reached will require Napoleon Area School Board and Napoleon City Council approval.

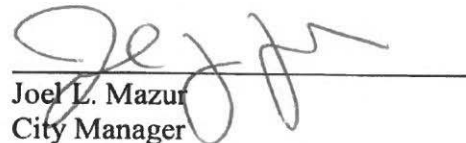
As we have now had a chance to review correspondences to the respective organizations that we represent, I would like to offer the following proposal to help resolve several matters around the Napoleon Area School District's campus:

- That the section of Clairmont Ave. that is owned by NAS will be repaired by NAS, including the additional concrete work proposed by the City at the expense of NAS (estimated \$275,000). The City will assist NAS with oversight and inspection work necessary to complete the work.
- That NAS will dedicate the section of Clairmont Ave. to the City once the road work is complete.
- That the City will make incremental payments of \$50,000 in FY 2020 to NAS up to \$150,000 when NAS has demonstrated each of the following items have been addressed:
  - Sidewalk and street crossing improvements identified in Exhibit A will be completed. Sections in yellow near the NAS campus shall be completed by NAS. This project may be completed utilizing grant funds, i.e. Safe Routes to Schools. It is understood by both parties that NAS cannot expend funds off of the school campus, but will make every effort to ensure that this project is completed. This includes the possible procurement of services from a consultant that specializes in grant writing.

- NAS will provide a traffic study or equivalent and complete recommendations of the traffic study or equivalent to address the area where the buses cross Westmoreland Ave. and the turn lane to the elementary school on Westmoreland Ave.
- NAS will develop a plan to address parking at the ballfields. Currently, there is insufficient parking at the ballfields causing spectators and players to park on the street and other areas where there is no parking. NAS will then work with the Napoleon Police Department to implement action items to help prevent people from parking illegally on a regular basis.

The City of Napoleon strives to maintain a strong relationship with the Napoleon Area School District and I look forward to your response. If you have any questions or would like to schedule a time to discuss this proposal, please contact me.

Sincerely,



Joel L. Mazur  
City Manager

JLM/

Enclosure

CC: Billy D. Harmon, Law Director  
Gregory Heath, Finance Director  
Chad Lulfs, Public Works Director





# City of *NAPOLÉON*, Ohio

255 West Riverview Avenue • P.O. Box 151  
Napoleon, Ohio 43545-0151  
Phone: (419) 592-4010 • Fax: (419) 599-8393

Web Page: [www.napoleonohio.com](http://www.napoleonohio.com)

September 4, 2018

**Mayor**

Jason Maassel

**Members of Council**

**PRESIDENT:**

Joseph Bialorucki

**PRESIDENT PRO-TEM:**

Daniel Baer

Travis B. Sheaffer

Jeff Comadoll

Kenneth Haase

Jeff Mires

Lori Siclair

**City Manager**

Joel L. Mazur

**Finance Director**

Gregory J. Heath

**Law Director**

Billy D. Harmon

**Public Works Director**

Chad E. Lulfs, P.E., P.S.

Napoleon Area School District

Attn: Dr. Steve Fogo, Superintendent

701 Briarheath Drive

Napoleon, OH 43545

Re: Clairmont Avenue

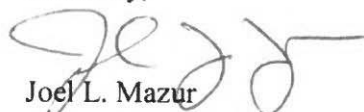
Dr. Fogo,

I have reviewed the letter that you sent on July 31, 2018 regarding the portion of Clairmont Avenue owned by the Napoleon Area School District. In response to this letter, the school district has the option to dedicate the road to the City of Napoleon with the condition that, prior to the dedication, the road is re-built according to the standards outlined in the Napoleon Engineering Rule 4.1 and Ordinance No. 062.06; "Pavement Design - Due to emergency vehicle access, all private streets shall be constructed to the same standards as public streets. (amended- August 7, 2006 - Ordinance No. 062-06)". However, the City is not obligated to accept the dedicated road and this action will require City Council approval.

The road will need to be re-built in order to comply with the ordinance and rules. This was discussed in the two meetings we had and also with your attorney Richard Fisher. The City understands that funding can be an issue on a project such as this and the City is not in the position to take on the costs that would be associated with the re-build without repayment. With this in mind, the City would like to propose that the re-build project be funded by the City initially and paid back by the School District to the City through a voluntary assessment over a period of ten (10) years. This would allow the School District to be able to spread out the costs of the project without having the burden to pay for it during construction with the remainder due at completion. The School District would be responsible for the estimated \$225,152.21 and the City would be responsible for the \$51,282.00 associated with the additional work to replace curbing.

The City of Napoleon desires to maintain a strong relationship with the Napoleon Area School District and I look forward to your response. If you have any questions or would like to schedule a time to discuss this proposal, please feel free to contact me.

Sincerely,

  
Joel L. Mazur  
City Manager

cc: Chad E. Lulfs, Public Works Director  
Billy D. Harmon, Law Director

# NAPOLEON AREA CITY SCHOOLS

**BOARD OF EDUCATION**  
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Rob M. Rettig, Member  
Michael J. Wesche, Member

701 Briarheath Avenue, Suite 108  
Napoleon, Ohio 43545  
*Dr. Stephen R. Fogo, Superintendent*

**ADMINISTRATIVE OFFICE**  
PHONE 419-599-7015  
FAX 419-599-7035

**TREASURER**  
Michael R. Bostelman

July 30, 2018

07-31-18 A09:58 IN

City of Napoleon  
Attn: Mr. Joel Mazur, City Manager  
255 W Riverview, PO Box 151  
Napoleon OH 43545-0151

Re: Clairmont Ave.

Dear Mr. Mazur:

Attorney Richard Fisher advised us that you and he discussed by telephone on May 11, 2018, that an issue has arisen regarding the ownership of and the obligation to maintain that portion of Clairmont Ave. adjacent to the Napoleon Junior-Senior high school building.

Attorney Fisher advised us that your conversation involved the fact that that portion of Clairmont Ave. was never formally dedicated, but that there are legal arguments based upon Ohio common law as recognized by various courts in Ohio that there has been a common law dedication of that portion of Clairmont Ave. to the City of Napoleon who, therefore, would have the obligation to maintain it. As Attorney Fisher believes he offered before, he remains willing to share his legal research with your City legal department if that would be helpful. Attorney Fisher believes the case law on the subject strongly support our position on the subject.

Attorney Fisher also advised you earlier, that there has been an extensive history of cooperation and compromise between the City of Napoleon and our Napoleon Area City Schools Board of Education, and that both sides would benefit from a continuation of that history. We have just received and reviewed a copy of the rough estimate that Mr. Lulfs provided to you regarding the costs to restore the relevant portion of Clairmont Ave. We note that the estimate provided thus far totals \$225,870.21 plus \$51,282.00 to replace all curbing, for a total of \$277,152.21.

In the spirit of compromise and continued cooperation, the Napoleon Board of Education offers that it will pay the cost to restore the relevant portion of Clairmont Ave. and the curbing provided the City of Napoleon reimburse all of the Board's project expenditures, payable over a period of five (5) years after the payment is made by the Board. The City of Napoleon would be responsible for planning, bidding, contracting, supervising and approving all work on the project.

# NAPOLEON AREA CITY SCHOOLS

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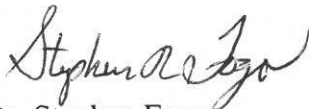
**TREASURER**

Michael R. Bostelman

Additionally, the Board of Education requests that the City of Napoleon pave the small area to the south of the north entrance to the elementary building. The Board asks that the paving be accomplished within a reasonable time.

We would appreciate hearing back from you regarding this offer by Friday, August 31, 2018, if possible. As always, should you have any questions, please do not hesitate to contact me.

Sincerely,



Dr. Stephen Fogo

cc: Attorney Richard A. Fisher  
Michael Bostelman, Treasurer – Napoleon Area City Schools



# *City of Napoleon, Ohio*

## *Department of Public Works*

*255 West Riverview Avenue, P.O. Box 151*

*Napoleon, OH 43545*

*Chad E. Lulfs, P.E., P.S., Director of Public Works*

*Telephone: (419) 592-4010 Fax: (419) 599-8393*

*www.napoleonohio.com*

## *Memorandum*

**To:** . Joel L. Mazur, City Manager  
**From:** Chad E. Lulfs, P.E., P.S., Director of Public Works  
**cc:** City Council & Mayor  
Chris Peddicord, Interim City Finance Director  
Jeff Rathge, Operations Superintendent  
**Date:** February 12, 2019  
**Subject:** 2019 Miscellaneous Street Improvements ~ Approval  
of Plans & Specifications

The City of Napoleon's Department of Public Works requests approval of the plans and specifications for the 2019 Miscellaneous Street Improvements Project. This project consists of resurfacing: KenJames Court from Bonaparte Drive to cul-de-sac; Bonaparte Drive from Scott Street to dead end; Becklee Drive from Scott Street to cul-de-sac; and Haley Avenue from W. Riverview Avenue to W. Washington Street.

Engineer's Estimate of Construction: \$275,000.00.

*CEL*



nathan bickel  
SNYDER CHEVROLET CO., INC.

ATTENTION ALL USERS: When using Order Workbench (OWB), please DO NOT disable pop-up window functionality. OWB uses pop-up windows to display business critical alerts, confirmations and warning messages while in transactions. For assistance, contact the OWB Help Desk at 1-888-337-1010.

Main > Order Vehicles > Configure a New Vehicle: View Summary

PLAN & FORECAST ORDER VEHICLES MANAGE INVENTORY LOCATE VEHICLES DELIVER VEHICLES RE

## Configure a New Vehicle: View Summary



Choose Model

Choose Options

Customer/Other Info

View Summary

RELATED LINK

Review the vehicle configuration information in order to ensure that it is correct. If you need to make a change click "Back" to return to the Configure and Submit Request for Order: Customer/Other Info screen. Click "Submit Request for Order" to submit this configuration as a request for order. Click "Save as Stored Configurations" in order to store this configuration. Click "Submit Order Changes" to apply order changes, if page accessed from Change Single order path. Click "Cancel" to cancel the entire configuration.

Note: A submitted request for order is at Event Code 1000 (Order Request Added)

→ Return to Order  
→ Configure a New Vehicle  
→ View My Allocation Constraints  
→ View Stored Configurations  
→ View My Request List  
→ US On-Line Configuration Guide

### GM Business Associate Information

Detail View without prices

Charge-to BAC: 115261

Charge-to BFC: 1

Ship-to BAC: 115261

Ship-to BFC: 1

Contact Name:

DAN:

Phone #:

Stock No.

### Model Information

Model Year: 2019

Distrib Entity: FLT Fleet

Order Type: FBC-Fleet Political Subdivision

Division: CHEVROLET TRUCK

Allocation Group: BOLTEV

Model: 1FB48 - Bolt EV: 2LT

### Fleet Information

Primary FAN: 000855950

End-User FAN:

Bid Number:

Bid Item #:

PO Number:

### Configuration Information

PEG: 2LT

Primary Color: GAZ - Summit White

Engine: EN0 - Engine, none

Transmission: MMF - Electric drive unit, (200 hp [150 kW] 266 lb-ft of torque [360 N-m])

Trim: HO2 - Dark Galvanized/Sky Cool Gray, Deluxe cloth seat trim

Emissions: FE9 - Emissions, Federal requirements

Requested TPW:

STD EQP.  
BLUETOOTH  
CRUISE  
AIR  
POWER LOCKS  
KEYLESS ENTRY  
REAR VISION CAMERA  
POWER WINDOWS

Options: A64, AYF, B32, B33, CBT, DD8, DG6, EN0, FE9, IOB, KI3, MMF, N34, QBM, RNW, TUS, U2K, UE1, UVC, VKD, VV4, WPU

Hide Descriptions

A64 : Seat, rear 60/40 split-folding

AYF : Airbags, driver and front passenger dual-stage frontal

B32 : Floor mats, carpeted front

B33 : Floor mats, carpeted rear

CBT : DC fast charging

DD8 : Mirror, inside rearview auto-dimming

DG6 : Mirrors, outside heated power-adjustable, Black, manual-folding

EN0 : Engine, none

FE9 : Emissions, Federal requirements

IOB : Audio System, Chevrolet Infotainment System

KI3 : Steering wheel, heated

MMF : Electric drive unit, (200 hp [150 kW] 266 lb-ft of torque [360 N-m])

N34 : Steering wheel, 3-spoke leather-wrapped

QBM : Tires, P215/50R17 all-season blackwall, Michelin Selfseal puncture-sealing

RNW : Wheels, 17" (43.2 cm) painted aluminum

TUS : Grille, Black

U2K : SiriusXM Radio

UE1 : OnStar and Chevrolet connected services capable

UVC : Rear Vision Camera

VKD : License plate bracket, front mounting

VV4 : Chevrolet 4G LTE and available built-in Wi-Fi hotspot

WPU : Comfort and Convenience Package - HEATED SEATS

► Save in Stored Configurations

CANCEL

BACK

† North American Order Workbench is intended solely for business use by GM Dealers. Pricing shown is for illustration purposes only. Refer to GM Price schedules. GM pricing is subject to change by GM at anytime, without notice. The GSA Price Level is for GM use only.

Order Workbench [FAQs](#) [Site Map](#)

© 2008

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## ARTICLE 4      SPECIFICATIONS

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### Minimum Specifications

The City reserves the right to accept substitutes that deviate from the specifications so long as the minimum specifications are met, unless a maximum is specified, and so long as it does not give a bidder an unfair advantage in the bidding process.

Item	Description	Check If Product Meets or Exceeds Specification
ONE (1) NEW 2019 OR NEWER - 1FB48-BOLT EV:2LT		
	Bluetooth	<input type="checkbox"/>
	Cruise	<input type="checkbox"/>
	Air	<input type="checkbox"/>
	Power Locks	<input type="checkbox"/>
	Keyless Entry	<input type="checkbox"/>
	Rear Vision Camera	<input type="checkbox"/>
	Power Windows	<input type="checkbox"/>
	DC Fast Charging	<input type="checkbox"/>
	Comfort and Convenience Package	<input type="checkbox"/>
	Heated Seats	<input type="checkbox"/>
<b>WARRANTY</b>		
	Rust Proofing – Minimum Factory Warranty	<input type="checkbox"/>
	Manufacturer Standard – Minimum 3 Years/36,000 Miles	<input type="checkbox"/>

**Delivery.** Delivery of the product, supplies, materials, machinery and/or equipment or services shall be to the City of Napoleon, Ohio, 1775 Industrial Drive, Napoleon, Ohio 43545 at no extra charge, One Hundred Twenty (120) days after receipt of order.

**Indemnification.** Vendor will defend, indemnify and hold harmless the City of Napoleon, Ohio, including its public officials, officers, employees, boards, and volunteers for any and all claims, damages, lawsuits, costs, judgments, expenses, and any other liabilities that may arise out of or are related to Vendor's (including Vendor's employees, agents or subcontractors) furnishing or delivery of product, supplies, materials, machinery and/or equipment or services, or operation, or general performance under this Contract.

**Insurance.** The Vendor shall not commence work under the contract prior to obtaining all the insurance required hereunder and obtaining the Authorized Representative's approval of such

insurance, nor shall the Vendor allow any Subcontractor to commence work on any subcontract until all similar insurance required of the Subcontractor has been so obtained and approved. Approval of the insurance by the City shall not relieve or decrease the liability of the Vendor hereunder. The Vendee, including its officials, officers, employees Boards, Commission and Volunteers are to be named as additional insured for all insurance provided in accordance herewith. All such insurance shall be maintained by the Vendor for at least two (2) years after substantial completion of the Work.

**Purchase Orders.** All purchase orders placed against this contract are to contain verbiage exactly as to how the title, delivery instructions, etc. is to read, i.e.:

<b>TITLE TO:</b>	<b>SHIP TO:</b>	<b>BILL TO:</b>
<b>AGENCY</b> City of Napoleon, Ohio	City of Napoleon, Ohio	City of Napoleon, Ohio
<b>ADDRESS</b> P.O. Box 151	1775 Industrial Drive	P.O. Box 151
<b>CITY/STATE</b> Napoleon, OH 43545	Napoleon, OH 43545	Napoleon, OH 43545
<b>COUNTY</b> Henry		

In addition, list on each purchase order an agency contact person with phone number for dealer questions, delivery notification, etc.

**Certificate of Title.** The successful bidder/Vendor shall furnish the Title Documents for each new vehicle and deliver same to the Department ordering the vehicle, unless otherwise specified on purchase order. The title shall be filed by the Vendor and delivered to the ordering agency within a reasonable amount of time after delivery of the vehicle.

**Insurance Survivorship Incorporation.** Any Insurance provision or Indemnification provision contained in these specifications shall be incorporated into the survivorship provision of this Contract by reference.

**Income Tax.** The Vendor shall withhold all city income tax assessments due or payable under the provisions of the City Code for wages, salaries and commissions paid to its employees for services performed under this contract, and the Vendor shall require any of its subcontractors to agree to withhold any such city income tax assessments due under said City Code.



*City of Napoleon, Ohio*

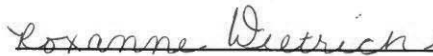
## **TREE COMMISSION**

### **MEETING AGENDA**

**Monday, February 18, 2019 at 6:00 pm**

LOCATION: City Building, 255 West Riverview Avenue, Napoleon, Ohio

1. Approval of Minutes: January 21, 2019 *(In the absence of any objections or corrections, the Minutes shall stand approved.)*
2. Review Tree Call Reports.
3. Plan Arbor Day Observation.
4. Award Spring Removals Contract.
5. Award Spring Plantings Contract.
6. Any Other Matters to Come Before the Commission.
7. Adjournment.



Roxanne Dietrich  
Interim Clerk of Council



# City of Napoleon, Ohio

255 West Riverview Avenue, P.O. Box 151

Napoleon, OH 43545

Telephone: (419) 592-4010 Fax: (419) 599-8393

[www.napoleonohio.com](http://www.napoleonohio.com)

## Memorandum

**To:** Mayor & City Council, City Manager, City Law Director, Interim Finance Director, Department Supervisors, Newsmedia  
**From:** Roxanne Dietrich, Interim Clerk of Council *Rd*  
**Date:** February 14, 2019  
**Subject:** Parks & Recreation Committee – Cancellation

The regularly scheduled meeting of the Parks and Recreation Committee for Monday, February 18, 2019 at 6:00 pm has been CANCELED due to lack of agenda items.



## **AMP sells \$168.5 million in PSEC project revenue bonds**

*By Paul Grodecki - vice president of business services and member credit compliance*

On Jan. 29, AMP and Wells Fargo Securities successfully sold \$168.5 million Prairie State Energy Campus Project Revenue Bonds Refunding Series 2019A using a three-year Fixed Rate Par Coupon (2.30 percent) Soft Put structure. The transaction was well received by high-quality investors like Vanguard, Fidelity, Eaton Vance, JP Morgan, Wells and Neuberger Berman. The issue was oversubscribed 2.3 times, which provided additional savings to the project by lowering the coupon five basis points from 2.35 percent to 2.30 percent. The transaction will close on Feb. 13.

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## **Correction: Transmission zones 2019 peaks**

*By Mike Migliore - vice president of power supply planning*

PJM has provided actual meter readings for the entire month of January, so the current CPs for 2019 are shown below. (EPT = Eastern Prevailing Time, also known as clock time)

ZONE	2019 Peak Load Thru 2/1/19	Date	Hour Ending EPT	2018 Peak
AEP	22,514	1/31/2019	8	22,739
FE	11,114	1/30/2019	19	12,825
APS	9,596	1/31/2019	8	9,342
PPL	7,939	1/31/2019	8	7,681
DUKE	4,764	1/30/2019	20	5,195
DELMARV	3,838	1/31/2019	8	4,002
DAYTON	3,168	1/30/2019	11	3,337
METED	2,855	1/31/2019	8	3,028
PENELEC	3,020	1/30/2019	19	2,997

## AMP to host Red Sector Mutual Aid meeting

By Scott McKenzie - director, member training and safety

At the recommendation of the Mutual Aid Committee, AMP will host a Mutual Aid Sector meeting for each of the sectors. These meetings will provide participants an opportunity to meet the communities within their Mutual Aid sector, as well as discuss Mutual Aid procedures in a small group setting.



Red Sector members include: Arcadia, Bloomdale, Bowling Green, Bradner, Bryan, Clinton, Coldwater, Custar, Cygnet, Deshler, Edgerton, Elmore, Genoa, Haskins, Hillsdale, Holiday City, Marshall, Montpelier, Napoleon, Oak Harbor, Pemberville, Pioneer, Union City, Woodville and Wyandotte.

The Red Sector meeting will be held on March 21, 10 a.m. to 1 p.m. at the City of Bowling Green Simpson Building, 1291 Conneaut Ave., Bowling Green, OH 43402. This will be an excellent networking opportunity for communities in the Red Sector to meet their neighbors and discuss Mutual Aid procedures. Lunch will be provided.

Topics of discussion will be:

- How to request Mutual Aid
- Who to contact
- Assessing storm damage
- Responding to Mutual Aid
- Other questions or concerns you may have about the program

Please RSVP with me at [smckenzie@amppartners.org](mailto:smckenzie@amppartners.org) or 614.306.4269 by March 18 so we have an accurate headcount for lunch.

A separate meeting for the Gold Sector is scheduled for March 13 at the City of Wadsworth Fire Department. Gold Sector members include: Beach City, Brewster, Cleveland, Columbiana, Cuyahoga Falls, Dover, Ellwood City, Grafton, Grove City, Hubbard, Hudson, Lodi, Marshallville, New Martinsville, New Wilmington, Newton Falls, Niles, Orrville, Painesville, Philippi, St. Clairsville, Seville, Wadsworth, Woodsfield and Zelenople.

If you have any questions, please contact me.

## Ask your congressman to co-sign letter in support of tax-exempt municipal bonds

By Charles Willoughby - director of government affairs



Municipal Finance Caucus Co-Chairmen Rep. Dutch Ruppersberger (D-MD) and Rep. Steve Stivers (R-OH) are seeking congressional signatures for a letter to House Ways and Means Committee Chairman Richard Neal (D-MA) and Ranking Member Kevin Brady (R-TX) in support of tax-exempt municipal bonds. A copy of the letter can be downloaded [here](#).

The American Public Power Association (APPA) is asking public power utilities to contact their representatives in the House to request that they co-sign the letter. This request can be done via phone, mail, email or in person during the APPA Legislative Rally. If you would like to call your representative, you can find the phone number for their Washington, D.C. office [here](#). If you would prefer to send a letter, AMP is providing this [downloadable template](#).

The deadline for your representative to co-sign is Feb. 28. We will be following up with members during the Rally.

If your representative is interested in signing the letter, please have them contact David Heitlinger from Rep. Ruppersberger's office at [David.Heitlinger@mail.house.gov](mailto:David.Heitlinger@mail.house.gov) or Mark Gilbride from Rep. Stivers' office at [Mark.Gilbride@mail.house.gov](mailto:Mark.Gilbride@mail.house.gov).

## SEPA Survey due Feb. 15

By Erin Miller - director of energy policy and sustainability

The Smart Electric Power Alliance (SEPA) issued its annual request for data. The information collected is used to inform their annual utility market snapshot reports. All data is due by Feb. 15.



In 2019, SEPA's Annual Utility Market Survey will collect data on the following topics:

- Solar
- Demand Response
- Energy Storage

Participating in the survey helps provide accurate data to the industry. Data from the surveys also help SEPA officially recognize the top utilities for their clean energy deployments and accomplishments. Last year, AMP members Brewster and Bowling Green won the SEPA Top 10 Award for solar watts/customer.

To participate in the survey, visit [the SEPA website](#) or contact me at 614.540.1019 or [emiller@amppartners.org](mailto:emiller@amppartners.org).

JANUARY OPERATIONS DATA		
	January 2019	January 2018
Fremont Capacity Factor	71%	57%
Prairie State Capacity Factor	89%	88%
Meldahl Capacity Factor	29%	42%
Cannelton Capacity Factor	23%	53%
Smithland Capacity Factor	1%	36%
Greenup Capacity Factor	20%	32%
Willow Island Capacity Factor	56%	40%
Belleville Capacity Factor	63%	50%
Blue Creek Wind Capacity Factor	41%	46%
JV6 Wind Capacity Factor	28%	27%
Front Royal Solar Capacity Factor	12%	13%
Bowling Green Solar Capacity Factor	8%	6%
Avg. A/D Hub On-Peak Rate	\$35/MWh	\$58/MWh
* Fremont capacity factor based on 675 MW rating. * PS capacity factor based on 1,582 MW rating. * Meldahl capacity factor based on 105 MW rating. * Cannelton capacity factor based on 87.6 MW rating. * Smithland capacity factor based on 76.2 MW rating. * Greenup capacity factor based on 70 MW rating. * Willow Island capacity factor based on 44.2 MW rating. * Belleville capacity factor based on 42 MW rating. * Front Royal Solar capacity factor based on 2.5 MW rating. * BG Solar capacity factor based on 20 MW rating.		

## Energy Market update

*By Jerry Willman - assistant vice president of energy marketing*

The March 2019 natural gas contract decreased \$0.111/MMBtu to close at \$2.551 yesterday. The EIA reported a withdrawal of 237 Bcf for the week ending Feb. 1. Market expectations were for a withdrawal of 247 Bcf. Gas in storage now stands at 1,960 Bcf. This is 17 percent under the five-year average of 2,375 Bcf. Gas in storage for this week one year ago was 2,095 Bcf.

On-peak power prices for 2020 at AD Hub closed yesterday at \$36.30/MWh, which was \$0.25 lower for the week.

On Peak (16 hour) prices into AEP/Dayton hub				
Week ending Feb. 8				
MON	TUE	WED	THU	FRI
\$23.32	\$24.93	\$24.19	\$22.55	\$29.66
Week ending Feb. 1				
MON	TUE	WED	THU	FRI
\$28.23	\$33.76	\$60.25	\$84.21	\$42.56
AEP/Dayton 2020 5x16 price as of Feb. 7 — \$36.30				
AEP/Dayton 2020 5x16 price as of Jan. 31 — \$36.55				

## AFEC weekly update

*By Jerry Willman*

The AMP Fremont Energy Center (AFEC) was available for 2x1 operation for the week. Temperatures last Friday were still well-below normal and the plant operated with duct firing all 24 hours. Temperatures turned to above normal for the weekend and the remainder of the week so much so that PJM dispatched the plant offline on Thursday due to economics. Duct firing operated for 73 hours this week. The plant generated at a 71 percent capacity factor (based on 675 MW rating).

**AMERICAN PUBLIC  
POWER ASSOCIATION**

THE ACADEMY

2019 | Webinars

## Register now for Webinars

Learn from your office! Individual webinars are \$109, or sign up for a series at a discounted rate. Register today at [www.PublicPower.org](http://www.PublicPower.org) under Education & Events. Non-members can enter coupon code **AMP** to receive the member rate.

Webinars can be purchased individually or as the 5-part series:

- Exploring Electric Utility Regulations and Business Models: **February 22, 2019**
- Understanding the Generation & Transmission Grid: **March 8, 2019**
- Operating a Local Public Power System: **March 22, 2019**
- Managing a Public Power Utility Enterprise: **April 5, 2019**



## Classifieds

Members interested in posting classifieds in Update may send a job description with start and end advertisement dates to [zhoffman@amppartners.org](mailto:zhoffman@amppartners.org). There is no charge for this service.

### City of Bowling Green seeks applicants for public works equipment operator

The City of Bowling Green is seeking applicants for the position of public works equipment operator. This position maintains roads and parks; participates in trash and recycling collection;



prepares/paves/maintains streets; plows/shovels snow; mows/trims grass; trims trees; maintains cemetery/digs graves; performs building maintenance such as light plumbing and electric; operates heavy equipment such as front-end loaders, dump trucks and back hoes; operates street sweepers; tears out and rebuilds basins; and performs other related duties as assigned. Heavy physical demands: lifting up to fifty pounds. Work is usually performed outdoors. High school diploma or equivalent; six months related experience; Commercial Driver License (Class B) required. A copy of the job description will be provided to applicants.

Interested persons must complete an application that is available either [online](#) or by visiting the Personnel Department of the City of Bowling Green at 304 N. Church St., Bowling Green, OH 43402-2399. Resumes may be included, but will not substitute for a completed application. All completed application materials must be returned to the Personnel Department by one of the following methods: via email to [BGPersonnel@bgohio.org](mailto:BGPersonnel@bgohio.org), via fax to 419.352.1262 or via U.S. Mail or hand-delivery to the address above. Office hours are Monday through Friday, 8:00 a.m.-4:30 p.m. You may reach the Personnel Department by phone at 419.354.6200. Deadline for making application is March 1, 4:30 p.m. AA/EEO

## Village of Blanchester seeks applicants for electric lineworker

The Village of Blanchester is seeking applicants for an experience electric lineworker. The successful candidate must be skilled and be able to perform all classes of overhead and underground electric distribution work on energized and de-energized lines.

Responsibilities include all types of work involved with operation, maintenance, inspection, removal and rebuilding of high and low voltage electric distribution lines and appurtenances.

Applicants with Journeyman Certification and a class-A CDL will be preferred but not required. Interested applicants must fill an application at the board of public affairs (BPA) office, 318 E. Main St., Blanchester, OH 45107. A letter of interest and/or a resume can be attached to the application.

BPA offers competitive wages and the wage is negotiable based on qualifications and experience with in a range of \$23.00/hour to \$40.00/hour. All application materials must be received by the BPA office by Feb. 22. EOE

Call 937.302.0757 for more information.

## City of Wyandotte seeks applicants for AMI billing specialist

**General statement of duties:** An employee in this classification will perform a variety of tasks associated with using applications to collect, report, file and maintain various information required for billing, customer service, work orders and the collection of utility usage data.

**Supervision received:** Work is performed under the general supervision of the Electric Department supervision or an employee of a higher grade as designated.

**Supervision exercised:** The employee shall be required to organize their own work and at times, provide work direction of union employees in the collection of billing and customer data.

**Essential job functions:** An Employee in this job may be called upon to perform any or all of the following tasks: Initiate contracts, service orders, connects, disconnects and confirm usage for electric and water services by preparing various reports and communications. Perform required record keeping and filing duties in various areas as directed. Gather and edit billing data, review exception reporting, create re-read lists in the appropriate applications such as the Aclara system, Badger system and Gridstream. Must upload and download data from hand held devices. Operate, maintain and configure the meter applications and various BS&A software applications such as work orders, purchase order and utility billing. In addition, the employee shall be responsible for running bill files in each system for each cycle from Badger, Aclara & Landis & Gyr systems and understand the Large Customer Billing. Employee must be able to react to new assignments positively and handle tasks as they arise. Must be able to work overtime as required.

**Required knowledge, skill and abilities:** An employee in this job title must have a high school Education with good math skills and reasonable knowledge in the use of computers and a variety of office equipment. The employee must have the ability to learn and use the meter reading software of Aclara, Badger and Gridstream and BS&A software applications. Must have the ability to assemble and compile data and interpret the results with accuracy. Be proficient with Microsoft Office including MS Word, Excel and Outlook. Have the ability to communicate fluently and write effectively in English. Possess reasonable mechanical aptitude and the ability to comprehend and fully understand instructions. The employee must possess reasonable hand eye coordination, possess sufficient strength and agility required to perform light to medium manual tasks as listed under the physical demands of position section; be able to

maintain positive attitude, and communicate and work safely and effectively with other people.

**Minimum qualifications:** To be considered as a possible candidate for this position, an employee must meet the requirements listed under the required knowledge, skills and ability, safety precautions and physical demands of position sections. Successful completion of the probationary period will be determined by skill, accuracy in the performance of duties, educational development and basic knowledge of duties associated with the classification.

**Equipment used:** The employee in this classification shall be required to properly operate a computer and equipment found in an office setting.

**Safety precautions:** The successful candidate must be able to wear protective equipment such as safety glasses, goggles, gloves and other equipment as required and provided. The employee must be able to comply with all applicable MIOSHA/OSHA safety policies and procedures associated with the industry.

**Physical demands of the position:** The successful candidate must be able to work indoors under varying temperature conditions, be mentally alert, have good initiative and judgment and have good speaking ability. The employee shall be able to meet physical demands and be able to stand 45 percent of the time, walk 10 percent of the time and sit 45 percent of the time; Be able to perform stooping, kneeling, crouching and reaching and be able to speak, hear, see (color vision required) and have dexterous hands.

Visit the [City of Wyandotte website](#) to view the job posting.

## Village of Arcanum seeks applicants for fiscal officer

The Village of Arcanum is now accepting applications for a full time Fiscal Officer, which also includes the duties of Clerk of Council. Applicant is required to have a high school diploma, accounting knowledge and management and government experience or equivalent to. Salary is \$40,000-\$50,000, determined by education and experience. Further job description is available on our website [www.villageofarcanum.com](http://www.villageofarcanum.com). Applicants may send resume or pick up application at the City Building located at 1 Pop Rite Drive, Arcanum, Ohio 45304. Applications will be accepted until the position is filled. The Village of Arcanum is an Equal Opportunity Employer.

## City of Milford seeks applicants for electric superintendent

The City of Milford Public Works Department is seeking applicants for the position of electric superintendent. The electric superintendent oversees the overall operations of the city's electric system that serves approximately 7,500 homes and businesses from two substations in an approximately 12 square mile service territory, covering all of Milford and portions of unincorporated areas of Kent and Sussex Counties. The system peaks at just over 46,000 MW and delivers over 225 million kWh annually.

The electric superintendent supervises approximately 10 employees and is responsible for construction, maintenance and design of the distribution system, including substation operations and maintenance. Electricity is purchased in bulk from the Delaware Municipal Electric Corporation. Work is performed under the general supervision of the public works director.

The city is seeking applicants with a bachelor degree in electrical engineering (preferred) or a related field with at least five years of experience; or 10 years of experience in the electric utility industry with considerable supervisory and management experience may be substituted for a degree; or any combination of education and experience equivalent to the requirements. Possession of a valid Delaware vehicle operator's license and Class B CDL (minimum - within one year of the date of hire) is required.

Salary range: \$84,136-\$107,681.60 based on qualifications and experience.

To apply: Click [here](#) and attach your resume.

The position will remain open until filled.

## Opportunities available at AMP

AMP is seeking applicants for the following positions:

Environmental services intern

Manager of financial planning and analysis

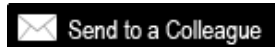
For complete job descriptions, please visit the [AMP careers page](#).

American Municipal Power, Inc.

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## Legislative Bulletin

**February 15, 2019**

### OML UPDATE AT-A-GLANCE

Here are the top three things you need to know from this past week:

- Late last Friday, both the House and the Senate announced committee assignments for the 133<sup>rd</sup> General Assembly. You can read the full list of assignments [HERE](#).
- The Ohio EPA has announced the awarding of \$188 million in loans across the state in the fourth quarter of 2018. These loans have been awarded to projects in Northeast Ohio aimed at improving surface water quality as well as the reliability and quality of drinking water systems across the state. The loans are projected to save these communities over \$15 million.
- This week, Lt. Governor Jon Husted announced that a Google affiliate will be opening a \$600 million data center in the City of New Albany. The Lt. Governor said this is further evidence that Ohio "is becoming the tech capital of the Midwest."

### HOUSE FINANCE COMMITTEE HEARS TESTIMONY ON TRANSPORTATION INFRASTRUCTURE FUNDING NEEDS

On Wednesday, the House Finance Committee met to hear Ohio Department of Transportation Director Jack Marchbanks and State Highway Patrol Col. Paul Pride testify on HB 62, the transportation budget, and to speak on the urgent need to properly fund Ohio's transportation infrastructure. During his testimony, Dir. Marchbanks described Ohio's transportation infrastructure funding situation as an "impending crisis", saying the state is facing a future where maintaining the quality of current transportation infrastructure will not be possible, endangering the lives of drivers on Ohio's roads and bridges.

According to Dir. Marchbank's testimony, which you can read [HERE](#), Ohio needs \$1 billion in additional revenues to fund needed bridge and road repairs. This figure only applies to the funding the state needs - it does not include local governments. No funding for new projects will be available after July 1<sup>st</sup> of this year. Poor road conditions, he said, contribute to approximately a third of all highway crash fatalities. Road deterioration of just 25% sees roadway crashes double.

The limited revenues of the state and local governments to maintain transportation infrastructure is stretched to its limits when those funds must go towards fixing emergencies, such as landslides in Southeastern Ohio due to the substantial rainfall in 2018. Both the state and local governments are being forced to choose between delaying needed projects or keeping unsafe roads closed. The same goes for bridges, the majority of which are maintained by local governments.

Dir. Marchbanks spent a substantial portion of his testimony detailing the difficulties local governments face in trying to maintain and invest in transportation infrastructure. Often, he said, locally-maintained bridges and roadways are in worse shape than state highways. While ODOT has been able to borrow revenue from transportation infrastructure - a practice Dr. Marchbanks says is only making a bad financial situation worse - local governments have not benefitted from that borrowing. Municipal shares of the current gas tax are not going as far as they use to. 2003 was the last time the gas tax was raised. Dir. Marchbanks said that a dollar in 2003 is equivalent to only 58 cents in 2019.

His testimony went on to explain that after July 1<sup>st</sup> of this year, municipalities and counties will experience further reductions in some of their revenue sources. These revenue sources are used to fund critical municipal and county transportation infrastructure funding. "I am not exaggerating," said Dir. Marchbanks, "when I tell you that additional delayed maintenance of these already poor roads and bridges could quickly create a situation from which county and municipal governments may never financially recover."

The director took questions after his testimony, including one from Rep. Skindell (D - Lakewood) regarding how much the state's current 28 cents per gallon gas tax would need increased to bridge ODOT's \$1 billion shortfall. Dir. Marchbanks said each additional cent generates \$67 million: \$44 million remains with the state while the rest is distributed to local governments in a 6%-40% split. He then said the method by which transportation funding will be accomplished is up to the legislature and the DeWine administration.

Rep. Carfagna (R - Westerville) inquired about the inflationary increases in the cost of materials used for transportation infrastructure maintenance and improvements. The director said in the period from July 2005 to June 2008, the price of asphalt increased 50%, drainage material now costs 60% more and aggregate base saw a cost increase of 84%. Though the director did not say this, it is important to remember that municipalities are also experiencing these increases in prices and are having to bear this increased cost as well.

The conversation regarding inadequate transportation infrastructure is far from over, and the League is grateful Dir. Marchbanks outlined not only the shortfalls the state is experiencing but also the financial burden local governments are struggling under. We look forward to testifying in the near future on HB 62 and echoing the urgent need for transportation infrastructure funding.

## **SENATE CAUCUSES INTRODUCE LEGISLATIVE PRIORITIES**

This week, both the Senate Republican and Democrat caucuses announced each of their priority issues for the 133<sup>rd</sup> General Assembly.

The majority caucus said this week that the bills introduced this week largely reflect the top 10 issues they believe are the most important to the state of Ohio. One of the most important issues for the Republican caucus is deregulation, as evidenced by the first bill they introduced this General Assembly: SB 1, sponsored by Sen. McColley (R -

Napoleon) and Sen. Roegner (R - Hudson), is a requirement that state agencies reduce regulations by 30%. The second bill introduced was SB 2, sponsored by Sen. Peterson (R - Sabina) and Sen. Dolan (R - Chagrin Falls), addresses the issue of protecting Ohio's waterways by funding a statewide watershed planning structure.

Another priority issue, economic development, is covered in three separate early bills. SB 7, sponsored by Sen. Lehner (R - Kettering) and Sen. Hackett (R - London), would allow military families to obtain temporary occupational licenses. SB 8, sponsored by Sen. Schuring (R - Canton), would create an extra tax advantage for Ohio taxpayers investing in qualified opportunity zones. And SB 9, sponsored by Sen. Matt Huffman (R - Lima), would allow small businesses to access certain health insurance claims data when making insurance decisions.

The issue of criminal sentencing reform has been a forthcoming issue for the General Assembly since Issue 1 was on the statewide ballot in 2018. SB 3, sponsored by Sen. Eklund (R - Chardon) and Sen. O'Brien (D - Bazetta), expresses the intent of the General Assembly to develop and enact legislation to reform Ohio's drug sentencing laws. SB 5, sponsored by Sen. Kunze (R - Hilliard) and Sen. Dolan (R - Chagrin Falls), increase penalties for promoting prostitution. And SB 10, sponsored by Sen. Wilson (R - Maineville) and detailed above, would expand penalties for theft in office.

Other top 10 issues include two bills dealing with school funding. SB 4, sponsored by Sen. Kunze (R - Hilliard) and Sen. Rulli (R - Salem), would provide an extra \$100 million in funding for renovating and constructing school buildings. Separately, SB 6, sponsored by Sen. Hottinger (R - Newark) and Sen. Coley (R - Liberty Township), would create a program for parents in crisis situations to request that children temporarily live with a screened host family. Finally, legislation known as the "heartbeat bill" was introduced in SB 23 by Sen. Roegner (R - Hilliard).

The Senate minority caucus announced their priority issues as well. Senate Minority Leader Yuko (D - Richmond Heights) outlined the common theme uniting many of the priorities was support for Ohio's working people. Sen Williams (D - Cleveland) wants to push legislation regarding job-training, while Sen. O'Brien (D - Bazetta) wants to focus on employment-related issues such as worker transportation as well as attracting and retaining businesses. Sen. Sykes (D - Akron) will introduce legislation benefitting early childhood education along with increased access to childcare.

Legislators also expressed a desire to focus on a wide range of other issues. Sen. Craig (D - Columbus) is eager to work on alongside the DeWine administration to decrease infant mortality, and Sen. Fedor (D - Toledo) wants to work alongside the Republican caucus to address the issue of human trafficking. Sen. Antonio (D - Lakewood) has introduced two bills with bipartisan support; SB 11, banning discrimination based on sexual orientation or gender identity which has Sen. Rulli (R - Salem) as a cosponsor; and SB 43, introduced with Sen. Kunze (R - Hilliard) allowing police to seize firearms from residents in certain cases involving domestic violence or protection orders.

Other issues the minority caucus hopes to address include other firearm-related issues and criminal justice reform, according to Sen. Thomas (D - Cincinnati), and the intent of Sen. Maharath D - Canal Winchester) to expand access to mental health and addiction services. Notably, Sen. Yuko (D - Richmond Heights) said that the caucus is open to an increase in the gas tax.

The League will continue to closely track and report on legislation introduced by the 133<sup>rd</sup> General Assembly. We encourage our members to pay close attention to the progress of legislation impacting municipalities and prepare for opportunities to call their legislators or testify on behalf of policies that make Ohio's municipalities stronger, safer and more prosperous.

**FIRST BILLS OF MUNICIPAL INTEREST INTRODUCED**

Here is the legislation that would impact municipalities introduced this week:

- **SB 2 - WATERSHED PROGRAMS.** Sponsored by Sen. Peterson (R - Sabina) and Sen. Dolan (R - Chagrin Falls,) would create a statewide watershed planning structure for watershed programs to be implemented by local soil and water conservation districts.
- **SB 8 - OPPORTUNITY ZONES.** Sponsored by Sen. Schuring (R - Canton), would authorize tax credits for investments in an Ohio Opportunity Zone.
- **SB 10 - THEFT IN OFFICE.** Sponsored by Sen. Wilson (R - Maineville), would expand the penalties for theft in office based on the amount stolen and include as restitution audit costs of the entity that suffered the loss.
- **SB 11 - DISCRIMINATION.** Sponsored by Sen. Antonio (D - Lakewood), would enact the Ohio Fairness Act to prohibit discrimination on the basis of sexual orientation or gender identity or expression, add mediation as an informal method that the Ohio Civil Rights Commission may use, and uphold existing religious exemptions under Ohio's Civil Rights Law.
- **SB 12 - PHOTO MONITORING.** Sponsored by Sen. Craig (D - Columbus), would make changes to the laws governing traffic law photo-monitoring devices, other civil traffic violations, and related fines and fees.
- **SB 16 - PEACE OFFICERS.** Sponsored by Sen. Williams (D - Cleveland), is regarding instruction for peace officers, students, and new or student drivers on proper interactions with peace officers.
- **SB 17 - SEX ASSAULT VICTIMS.** Sponsored by Sen. Yuko (D - Richmond Heights) and Sen. Antonio (D - Lakewood), would prohibit law enforcement agencies from including identifying information of sexual assault victims in police reports posted online
- **SB 19 - PROTECTION ORDERS.** Sponsored by Sen. Williams (D - Cleveland), would enact the Extreme Risk Protection Order Act to allow family members, household members, and law enforcement officers to obtain a court order that temporarily restricts a person's access to firearms if that person poses a danger to themselves or others.
- **SB 31 - PUBLIC RECORDS.** Sponsored by Sen. Roegner (R - Hudson), would include emergency service telecommunicators as individuals whose residential and familial information is exempt from disclosure under the Public Records Law.

- SB 33 - CRITICAL INFRASTRUCTURE. Sponsored by Sen. Hoagland (R - Adena), would modify certain criminal offenses with respect to critical infrastructure facilities and impose fines and civil liability for damage to a critical infrastructure facility.
- SB 35 -- HOMESTEAD EXEMPTION. Sponsored by Sen. Brenner (R - Powell), would allow an enhanced homestead exemption for surviving spouses of public safety personnel killed in the line of duty.
- SB 38 - WATER SEWER FUNDS. Sponsored by Sen. Schuring (R - Canton), would revise the law governing municipal corporation use of water and sewer funds.
- SB 39 - INSURANCE TAX. Sponsored by Sen. Schuring (R - Canton), would authorize an insurance premiums tax credit for capital contributions to transformational mixed-use development projects.
- SB 52 - CYBER SECURITY. Sponsored by Sen. Gavarone (R - Bowling Green), would create the civilian cyber security reserve forces, make the Secretary of State a member of the Homeland Security Advisory Council, require the Secretary of State to appoint a chief information security officer, require the boards of elections to audit election results and make an appropriation.
- HB 17 - HOMESTEAD EXEMPTION. Sponsored by Rep. Ginter (R - Salem), would allow an enhanced homestead exemption for surviving spouses of public safety personnel killed in the line of duty.
- HB 27 - SUBDIVISION LIABILITY. Sponsored by Rep. Ingram (D - Cincinnati), would modify political subdivision liability for an employee's negligent operation of a motor vehicle.
- HB 34 - MINIMUM WAGE. Sponsored by Rep. Kelly (D - Cincinnati), would increase the state minimum wage and to allow municipalities, townships and counties to establish higher minimum wage requirements.
- HB 47 - PROPERTY TAX COMPLAINTS. Sponsored by Rep. Greenspan (R - Westlake), would increase the time within which property tax complaints must be decided and to change the name of the Ohio Legal Assistance Foundation.
- HB 48 - ROAD IMPROVEMENT FUND. Sponsored by Rep. Greenspan (R - Westlake), would provide for a new Local Government Road Improvement Fund



for local governments to fund road improvements.

- **HB 54 - LOCAL GOVERNMENT FUND.** Sponsored by Rep. Cera (D - Bellaire), and Rep. Rogers (D - Mentor-on-the-Lake), would increase the proportion of state tax revenue allocated to the Local Government Fund from 1.66% to 3.53% beginning July 1, 2019.
- **HB 57 - SALES TAX EXEMPTION.** Sponsored by Rep. Patterson (D - Jefferson) and Rep. Cera (D - Bellaire), would exempt certain heating sources from sales taxation and to hold local governments and libraries harmless from the revenue effect.
- **HB 61 - PUBLIC RECORDS.** Sponsored by Rep. Lanese (R - Grove City) and Rep. Liston (D - Dublin), would include forensic mental health providers, mental health evaluation providers and regional psychiatric hospital employees as individuals whose residential and familial information is exempt from disclosure under the Public Records Law.
- **HB 62 - TRANSPORTATION BUDGET.** Sponsored Rep. Oelslager (R - Canton), would make appropriations for programs related to transportation and public safety for the biennium beginning July 1, 2019 and ending June 30, 2021, and provide authorization and conditions for the operation of those programs.
- **HB 72 - CAPITAL IMPROVEMENTS.** Sponsored by Rep. Rogers (D - Mentor-on-the-Lake) and Rep. Cera (D - Bellaire), would create the Supplemental State Capital Improvements Pilot Program funded by a temporary transfer from the Budget Stabilization Fund and to make an appropriation.
- **HB 75 - PROPERTY VALUES.** Sponsored by Rep. Merrin (R - Monclova Township), would require local governments that contest property values to formally pass an authorizing resolution for each contest and to notify property owners.
- **HB 76 - ELECTION NOTICES.** Sponsored by Rep. Merrin (R - Monclova Township), would enact the "Ballot Uniformity and Transparency Act" to modify the form of election notices and ballot language for property tax levies.
- **HB 78 - PREVAILING WAGE.** Sponsored by Rep. Riedel (R - Defiance) and Rep. Manchester (R - Lakeview), would allow political subdivisions, special districts, and state institutions of higher education to elect to apply the Prevailing Wage Law to public improvement projects.

- **HB 80 - BWC BUDGET.** Sponsored by Rep. Oelslager (R - Canton), would make appropriations for the Bureau of Workers' Compensation for the biennium beginning July 1, 2019, and ending June 30, 2021, and to provide authorization and conditions for the operation of the Bureau's programs.

## COMMITTEE SCHEDULE FOR THE WEEK OF FEBRUARY 18, 2019

### Tuesday, February 19, 2019

#### HOUSE WAYS AND MEANS

Tue., Feb. 19, 2019, 3:00 PM, Hearing Room 116  
Rep. Schaffer: 614-466-8100

**HB17\*\*** SURVIVING SPOUSES-HOMESTEAD EXEMPTION (GINTER T) To allow an enhanced homestead exemption for surviving spouses of public safety personnel killed in the line of duty.  
**First Hearing, Sponsor Testimony**

### Wednesday, February 20, 2019

#### SENATE JUDICIARY

Wed., Feb. 20, 2019, 9:30 AM, North Hearing Room  
Sen. Eklund: 614-644-7718

**SB16\*\*** PEACE OFFICERS-PROPER INTERACTION (WILLIAMS S) Regarding instruction for peace officers, students, and new or student drivers on proper interactions with peace officers.  
**First Hearing, Sponsor Testimony, PENDING REFERRAL**

**SB33\*\*** CRITICAL INFRASTRUCTURE FACILITIES OFFENSES (HOAGLAND F) To modify certain criminal offenses with respect to critical infrastructure facilities and to impose fines and civil liability for damage to a critical infrastructure facility.  
**First Hearing, Sponsor Testimony, PENDING REFERRAL**

**PLEASE CHECK OUR WEBSITE TUESDAY FOR ANY UPDATES TO THE COMMITTEE SCHEDULE**

## Ohio Municipal League Meetings & Trainings

<b><u>Integrated Risk Management for Ohio Public Entities Seminars</u></b> January 23, January 24 & February 27	<b>Registration Information</b> <b><u>HERE</u></b>
<b><u>OML/OMAA Webinar: Feb 20th</u></b> <b>Private Financing of Public Projects</b>	<b>Registration Information</b> <b><u>HERE</u></b>
<b><u>OML/OMAA Webinar: Feb 28th</u></b> <b>Dealing with people you can't stand - Communication in the workplace</b>	<b>Registration Information</b> <b><u>HERE</u></b>

### Ohio Municipal League

Legislative Inquires:

Kent Scarrett, Executive Director

Edward Albright, Deputy Director

Ashley Brewster, Director of Communications

Thomas Wetmore, Legislative Advocate

Website/Bulletin Issues:

Zoë Wade, Office Manager