

# GENERAL INFORMATION

January 06, 2020

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## MEETING CALENDAR

### CITY COUNCIL MEETING AGENDA

- Prayer and Pledge of Allegiance
- Swearing in of Mayor Jason P. Maassel
- Swearing in of Councilmembers Elect: Daniel L. Baer, Jeff R. Mires, J. Ross Durham

#### - ORGANIZATION OF COUNCIL

- Election of President of Council
- Election of President Pro-Tem of Council
- Seating Order of Council
- Appointment of Standing Committees of Council
- Appointment of Personnel Committee
- Setting of Meeting Dates and Times for Regular Meetings of Council
- Setting of Meeting Dates and Times for Standing Committees of Council
- Appointment of Clerk of Council

### APPROVAL OF MINUTES

December 16, 2019 Regular Council Meeting Minutes

### REPORTS FROM COUNCIL COMMITTEES

Finance and Budget Committee did not meet in December due to lack of agenda items.

Safety and Human Resources Committee did not meet in December due to lack of agenda items.

Technology Committee did not meet earlier tonight due to lack of agenda items.

### INTRODUCTION OF NEW ORDINANCES AND RESOLUTIONS

1. **Resolution No. 103-19**, a Resolution Approving the Provisions of a Certain Collective Bargaining Agreement No. 2019-29 between the City of Napoleon and Local 3363 International Association of Fire Fighters for the Term Commencing from January 1, 2020 through November 30, 2022; Authorizing the City Manager to Execute the Same; and Declaring an Emergency. *(Suspension Requested)*
2. **Resolution No. 104-19**, a Resolution Authorizing the Expenditure of Funds in Excess of Twenty-Five Thousand Dollars (\$25,000) for Participation in the Ohio Department of Transportation (ODOT) Perry Street Resurfacing Project; and Declaring an Emergency. *(Suspension Requested)*
3. **Ordinance No. 105-19**, an Ordinance Providing for the Issuance and Sale of Notes in the Maximum Principal Amount of \$3,500,000, in Anticipation of the Issuance of Bonds for the Purpose of Paying the Costs of the Construction of a Municipal Swimming Pool with Related Facilities and Appurtenances, including the Demolition of Existing Facilities, together with all necessary and related appurtenances thereto, and Declaring an Emergency

### SECOND READINGS OF ORDINANCES AND RESOLUTIONS

1. **Ordinance No. 098-19**, an Ordinance Providing for the Issuance and Sale of Notes in the Maximum Principal Amount of \$2,352,000, in Anticipation of the Issuance of Bonds, for the Purpose of Paying the Costs of Improving the Municipal Water System by Improving and Rehabilitating the Existing Water Treatment Plant and Related Storage Facilities, Rehabilitating the Elevated Storage Tanks, and Acquiring and Improving related interests in Real Property, Together with all Necessary and Related Appurtenances thereto; and Declaring an Emergency.

2. **Ordinance No. 099-19**, an Ordinance Authorizing a Pay Increase for the City of Napoleon, Ohio Law Director; and Declaring an Emergency
3. **Ordinance No. 100-19**, an Ordinance Authorizing a Pay Increase for the City of Napoleon, Ohio City Manager; and Declaring an Emergency
4. **Ordinance No. 101-19**, an Ordinance Authorizing a Pay Increase for the City of Napoleon, Ohio Finance Director; and Declaring an Emergency.
5. **Resolution No. 102-19**, a Resolution Authorizing a Contribution to the Community Improvement Corporation of Henry County, Ohio, in and for the Year 2020; and Declaring an Emergency

### **THIRD READINGS OF ORDINANCES AND RESOLUTIONS**

1. **Ordinance No. 088-19**, an Ordinance Establishing a New Position Classification Pay Plan for Employees of the City of Napoleon, Ohio for the Year 2020, repealing Ordinance No 075-18; and Declaring an Emergency
2. **Resolution No. 089-19**, a Resolution Appointing Mayor Jason Maassel and Councilman Dan Baer to Represent the City of Napoleon, Ohio as members of the Board of Directors of the Community Improvement Corporation of Henry County, Ohio; and Declaring an Emergency
3. **Resolution No. 091-19**, a Resolution Amending Resolution No. 080-18, a Resolution Authorizing Expenditure of Funds in Excess of Twenty-Five Thousand Dollars (\$25,000) in and for the Year 2019 as it Relates to Reoccurring Costs Associated with the Operation of the City, for Payment of Expenses, and for Purchases Associated with Vendors Utilized by Multiple Departments within the City; Elimination of Necessity of Competitive Bidding in and for the Year 2019 as it Relates to Certain Transactions; and Declaring an Emergency
8. **Ordinance No. 092-19**, an Ordinance Allowing Supplementals to the Annual Appropriation Measure up to \$25,000 between the Quarterly Budget Adjustments by the City Finance Director pursuant to ORC. Section 5705.40 Commencing the Fiscal Year 2020 on an as needed basis; and Declaring an Emergency
9. **Ordinance No. 093-19**, an Ordinance Allowing the Transfer of Appropriations from the Personal Line Items to the Other Line Items, and from the Other Line Items to the Personal Line Items in any Fund up to \$25,000 between the Quarterly Budget Adjustments, by the City Finance Director pursuant to ORC. Section 5705.40 Commencing the Fiscal Year 2020 on an as Needed Basis; and Declaring an Emergency
10. **Ordinance No. 094-19**, an Ordinance Allowing the Transfer of Certain Fund Balances from Respective Funds to Other Funds per Section 5705.14 ORC, up to \$25,000 between the Quarterly Budget Adjustments, by the City Finance Director pursuant to ORC. Section 5705.14 Commencing the Fiscal Year 2020 on an as Needed Basis; and Declaring an Emergency

### **GOOD OF THE CITY** (Any other business as may properly come before Council, including but not limited to):

1. **Discussion/Action:** Pool Commission Recommendation for the Building Floor Plan of the Bathhouse and Clubhouse Addition
  - A copy of the building floor plan for the bathhouse and clubhouse addition is attached.
2. **Discussion/Action:** Award Contracts for Chemicals FY2020 for the Water Treatment and Wastewater Treatment Plants (except for Liquid Aluminum Sulfate)
3. **Discussion/Action:** to Reject All Liquid Aluminum Sulfate Bids for the Wastewater Treatment Plant
4. **Discussion/Action:** Approval of Rebid for Liquid Aluminum Sulfate
5. **Discussion/Action:** Investment Policy Updates (direct Law Director to draft legislation)
6. **Discussion/Action:** Appointment of two (2) Councilmembers to the Volunteer Firefighter Dependents Fund Board
7. **Discussion/Action:** Appointment of two (2) Councilmembers to the Volunteer Peace Officers' Dependents Fund Board

## **INFORMATIONAL ITEMS**

1. As requested at the December Electric Committee and Board of Public Affairs meeting, attached is information on Regulatory Transmission Organizations (RTOs)
2. Canceled - Technology and Communications Committee
3. Agenda – Special Parks and Recreation Board Meeting on Wednesday, January 8<sup>th</sup> @6:30 pm

# January 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			<b>1</b> New Year's Day City Offices Closed	<b>2</b>	<b>3</b>	<b>4</b>
<b>5</b>	<b>6</b> 7:00 pm – City Council	<b>7</b>	<b>8</b> 6:30 pm - Special Parks and Rec Board Meeting	<b>9</b>	<b>10</b>	<b>11</b>
<b>12</b>	<b>13</b> 6:15 pm – Electric Committee Board of Public Affairs 7:00 pm – Water/Sewer Comm. 7:30 pm – Municipal Properties Committee	<b>14</b> 4:30 pm–Board of Zoning Appeals 5:00 pm –Planning Commission	<b>15</b>	<b>16</b>	<b>17</b>	<b>18</b>
<b>19</b>	<b>20</b> 6:00 pm – Tree Commission Parks & Rec Comm. 7:00 pm – City Council	<b>21</b>	<b>22</b>	<b>23</b>	<b>24</b>	<b>25</b>
<b>26</b>	<b>27</b> 6:30 pm–Finance & Budget 7:30 pm – Safety and Human Resources Committee	<b>28</b> 4:30 pm - Civil Service Commission	<b>29</b> 6:30 pm - Parks and Rec Board Meeting	<b>30</b>	<b>31</b>	<b>01 FEBRUARY</b> 9:00 am Special Civil Service Commission Mtg.



## CITY COUNCIL

### MEETING AGENDA

**Monday, January 06, 2020 at 7:00 pm**

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

**A. Call to Order**

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

**C. Prayer and Pledge of Allegiance**

**D. Swearing in of Mayor Jason P. Maassel**

**E. Swearing in of Councilmembers Elect:** Daniel L. Baer, Jeff R. Mires, J. Ross Durham

**F. Organization of Council**

1. Election of President of Council
2. Election of President Pro-Tem of Council
3. Seating Order of Council
4. Appointment of Standing Committees of Council
5. Appointment of Personnel Committee
6. Setting of Meeting Dates and Times for Regular Meetings of Council
7. Setting of Meeting Dates and Times for Standing Committees of Council
8. Appointment of Clerk of Council

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

1. December 16, 2019 Regular Council Meeting Minutes

**H. Citizen Communication**

**I. Reports from Council Committees**

1. **Finance and Budget Committee** did not meet in December due to lack of agenda items.
2. **Safety and Human Resources Committee** did not meet in December due to lack of agenda items.
3. **Technology Committee** did not meet earlier tonight due to lack of agenda items.

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

1. **Civil Service Commission**-did not meet on December 24, 2019 due to lack of agenda items.
2. **Parks and Recreation Board**-did not meet on December 25, 2019 due to lack of agenda items.

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

1. **Resolution No. 103-19**, a Resolution Approving the Provisions of a Certain Collective Bargaining Agreement No. 2019-29 between the City of Napoleon and Local 3363 International Association of Fire Fighters for the Term Commencing from January 1, 2020 through November 30, 2022; Authorizing the City Manager to Execute the Same; and Declaring an Emergency. *(Suspension Requested)*
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1. **Ordinance No. 098-19**, an Ordinance Providing for the Issuance and Sale of Notes in the Maximum Principal Amount of \$2,352,000, in Anticipation of the Issuance of Bonds, for the Purpose of Paying the Costs of Improving the Municipal Water System by Improving and Rehabilitating the Existing Water Treatment Plant and Related Storage Facilities, Rehabilitating the Elevated Storage Tanks, and Acquiring and Improving related interests in Real Property, Together with all Necessary and Related Appurtenances thereto; and Declaring an Emergency.
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**M. Third Readings of Ordinances and Resolutions**

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**N. Good of the City** *(Any other business as may properly come before Council, including but not limited to):*


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3. **Discussion/Action:** to Reject All Liquid Aluminum Sulfate Bids for the Wastewater Treatment Plant
4. **Discussion/Action:** Approval of Rebid for Liquid Aluminum Sulfate
5. **Discussion/Action:** Investment Policy Updates (direct Law Director to draft legislation)

6. **Discussion/Action:** Appointment of two (2) Councilmembers to the Volunteer Firefighter Dependents Fund Board
7. **Discussion/Action:** Appointment of two (2) Councilmembers to the Volunteer Peace Officers' Dependents Fund Board

**O. Executive Session** (*as may be needed*)

**P. Approve Payment of Bills** (*In the absence of any objections or corrections, the payment of bills shall stand approved.*)

**Q. Adjournment**

  
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Roxanne Dietrich  
Executive Assistant to Appointing Authority/Clerk of Council

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

- 1. Technology & Communication Committee (1<sup>st</sup> Monday)**  
(Next Regular Meeting: February 4, 2020 @6:00 pm)
- 2. Electric Committee (2<sup>nd</sup> Monday)**  
(Next Regular Meeting: Monday, January 13, 2020 @6:15 pm)
  - a. Review of Power Supply Cost Adjustment Factor for January, 2020
  - b. Substation Update
  - c. Electric Department Report
- 3. Water, Sewer, Refuse, Recycling & Litter Committee (2<sup>nd</sup> Monday)**  
(Next Regular Meeting: Monday, January 13, 2020 @7:00 pm)
- 4. Municipal Properties, Buildings, Land Use & Economic Development Committee (2<sup>nd</sup> Monday)**  
(Next Regular Meeting: Monday, January 13, 2020 @7:30 pm)
  - a. Discussion on Murals
- 5. Parks & Recreation Committee (3<sup>rd</sup> Monday)**  
(Next Regular Meeting: Monday, January 20, 2020 @6:00 pm)
- 6. Finance & Budget Committee (4<sup>th</sup> Monday)**  
(Next Regular Meeting: Monday, January 27, 2020 @6:30 pm)
- 7. Safety & Human Resources Committee (4<sup>th</sup> Monday)**  
(Next Regular Meeting: Monday, January 27, 2020 @7:30 pm)
  - a. Fees for Crashes
  - b. SAFER Grant
- 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, January 13, 2020 @6:15 pm)
  - a. Review of Power Supply Cost Adjustment Factor for January, 2020
  - b. Substation Update
  - c. Electric Department Report
- 2. Board of Zoning Appeals (2<sup>nd</sup> Tuesday)**  
(Next Regular Meeting: Tuesday, January 14, 2020 @4:30 pm)
- 3. Planning Commission (2<sup>nd</sup> Tuesday)**  
(Next Regular Meeting: Tuesday, January 14, 2020 @5:00 pm)
- 4. Tree Commission (3<sup>rd</sup> Monday)**  
(Next Regular Meeting: Monday, January 20, 2020 @6:00 pm)
- 5. Civil Service Commission (4<sup>th</sup> Tuesday)**  
(Next Regular Meeting: Tuesday, January 28, 2020 @4:30 pm)
- 6. Parks & Recreation Board (Last Wednesday)**  
(Special Meeting on Wednesday, January 8, 2020 at 6:30 pm; Next Regular Meeting: Wed., January 29, 2020 @6:30 pm)
- 7. Privacy Committee (2<sup>nd</sup> Tuesday in May & November)**  
(Next Regular Meeting: Tuesday, May 12, 2020 @10:30 am)
- 8. Records Commission (2<sup>nd</sup> Tuesday in June & December)**  
(Next Regular Meeting: Tuesday, June 9, 2020 @4:00 pm)
- 9. Housing Council (1<sup>st</sup> Monday of April @6:00 pm after the TIRC meeting)**
- 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)**  
(next meeting: Monday, January 27, 2020 at 6:15 pm)
- 15. Volunteer Peace Officers' Dependents Fund Board (as needed)**  
(next meeting: Monday, January 27, 2020 at 6:20 pm)
- 16. Lodge Tax Advisory & Control Board (as needed)**
- 17. Board of Building Appeals (as needed)**
- 18. ADA Compliance Board (as needed)**
- 19. Napoleon Aquatic Center Pool Commission (as needed)**

**ORGANIZATION OF CITY COUNCIL***(General Guideline and Procedures Outline)*

**CHARTER** = Revised Charter of the City of Napoleon, Ordinance No. 022-16, Passed July 5, 2016 and Adopted by Voters on November 8, 2016, Effective January 1, 2018.

**COUNCIL RULES** = Rules and Regulations of City Council of the City of Napoleon, Ohio, Adopted and Amended by various Ordinances and Resolutions, last Amended by Ordinance No. 068-17, Passed December 4, 2017.

**Scheduled Organizational Meeting Date and Time – January 6, 2020 at 7:00 pm.**

**CHARTER – Section 2.03 Organization**

At the first regular meeting in January following the general municipal election, Council shall meet for the purpose of organization.

**CHARTER SECTION 2.07 - Meetings**

Regular Meetings. After the organizational meeting, Council shall meet at such times as may be provided by its rules and regulations or by ordinance or resolution; but, it shall hold regular meetings at least twice during each calendar month.

**COUNCIL RULE 1.3 - Regular Meetings**

The Council of the City shall hold regular meetings at 7:00 p.m. on the first and third Monday of each calendar month at the municipal building. However, if the first or third Monday shall be an observed city holiday, the Council shall meet on the following day.

**COUNCIL RULE 1.10 - Agenda for the Organizational Meeting**

In addition to the normal agenda, the agenda for the organizational meeting shall include, in this order:

1. CALL TO ORDER BY CLERK OF COUNCIL
2. PRAYER AND PLEDGE OF ALLEGIANCE
3. SWEARING IN (OATH OF OFFICE) OF MAYOR  
SWEARING IN (OATH OF OFFICE) OF COUNCIL MEMBERS ELECT: DANIEL L. BAER, JEFF R. MIRES AND ROSS DURHAM.
4. ELECTION OF PRESIDENT OF COUNCIL
5. ELECTION OF PRESIDENT PRO-TEM OF COUNCIL

**COUNCIL RULE 2.4 - Protocol for Election of President and President Pro-Tem**

In separate actions, the Clerk of Council shall request each member of Council for a name of a candidate for President of Council and a name of a candidate for President Pro-Tem of Council. This shall be asked by first in elected or appointed seniority order (Seniority Order defined as the number of total consecutive years served on City Council from the latest appointment or election date with no break in service), and then alphabetically by last name order for those with equal number of years.

When requested by the Clerk of Council for a nomination for President or President Pro-Tem of Council, each Council Member may: 1) state a name 2) may state their own name 3) may pass if name has already been previously stated and a motion made. Once a name is stated a motion will be requested for the stated name. If a motion (1st) is made, a second (2nd) will be requested. If a second (2nd) is received, then that name will be eligible to be voted on. The Clerk of Council shall proceed to the next member of Council until all members have had their opportunity to state a candidate for President or President Pro-Tem of Council.

Members of Council may nominate themselves for President or President Pro- Tem of Council. Once a given name is stated, and motion and second received, that given name does not need to be repeated by the next person in line.

A vote shall then be taken on each name given, starting with the first eligible name. Each Council Member will be asked to vote *Yes* or *No* on each name presented. The person receiving a clear majority of Yes votes shall be appointed to the office President or President Pro-Tem of Council. In the case of a tie vote on three (3) or more names, than a new vote shall be taken until one of those persons receives a clear majority vote. In the case of a tie vote on two (2) names only, the winner shall be decided by the flip of a coin, unless another method is approved by majority vote of all the current members of Council. Members of Council may vote for themselves for President or President Pro-Tem of Council.

#### Current Seniority and Name Order

(by Consecutive Years Served)	Dan Baer	01-01-2016
	Joe Bialorucki	01-18-2016
	Jeff Mires	06-20-2016
	Lori Siclair	06-05-2017
	Ken Haase	01-01-2018
	Jeff Comadoll	11-01-2019
	Ross Durham	11-04-2019

#### 6. SEATING ORDER FOR COUNCIL

##### **COUNCIL RULE 2.5 - Seating Order for Council**

Seating Order shall be from President to President Pro-Tem to Seniority Order, as listed in the example below, unless modified by a majority vote of Council:

##### COUNCIL SEATING ORDER

Mayor Maassel	President (Joe Bialorucki)
1 <sup>st</sup> Senior (Jeff Mires)	President Pro-Tem (Dan Baer)
3 <sup>rd</sup> Senior (Ken Haase)	2 <sup>nd</sup> Senior (Lori Siclair)
5 <sup>th</sup> Senior (Ross Durham)	4 <sup>th</sup> Senior (Jeff Comadoll)

**A motion to approve to the Seating Order will be requested.** If a motion (1st) is made, a second (2nd) will be requested. If a second (2nd) is received, then a vote will be taken to approve the Seating Order of Council. If a simple majority is received, then Seating Order of Council stands approved.

#### 7. APPOINTMENT OF STANDING COMMITTEES OF COUNCIL BY THE PRESIDENT OF COUNCIL

##### **COUNCIL RULE 3.1 - Standing Committees of Council**

The following standing committees of Council have been established by Charter:

Finance and Budget

Safety and Human Resources

Electric

Water, Sewer, Refuse, Recycling and Litter

Parks and Recreation

Technology and Communications

Municipal Properties, Buildings, Land Use and Economic Development.

##### **COUNCIL RULE 3.1.8 - The Appointment of Standing Committees**

The Council President shall select and appoint the standing committees, subject to approval of Council. If Council fails to act by January 31st next following the organizational meeting of Council, the selections and appointments of the Council President shall become effective. Prior to selection or appointment to the standing committees, the Council President may allow in an open council meeting for members of Council to request committee appointments, first being for the chair thereof. Requests made shall be in accordance with elected or appointed seniority on Council (number of total consecutive years served on City Council from the latest appointment or election date with no break in service, and then alphabetically by last name order for those with equal number of years). After chair requests are completed, the members in accordance with seniority shall be given the opportunity to select a non-chair position of the standing



committees; thereafter, junior members in reverse order shall be allowed to request remaining open seats on the standing committees.

Once Committee members are selected, the President of Council should declare appointments made. **A motion to approve to the Appointment of Standing Committees will be requested.** If a motion (1st) is made, a second (2nd) will be requested. If a second (2nd) is received, then a vote will be taken to approve the Appointment of Standing Committees. If a simple majority is received, then the Appointment of Standing Committees stands approved. Failure to get approval by City Council would require the procedure to be followed again until a simple majority vote of Council is received.

Each standing committee shall consist of three (3) council members. Each Council member shall serve as chairperson of one (1) standing committee and shall serve on two (2) other standing committees. Each committee shall be governed by the rules and regulations of council. Each committee shall investigate and study matters referred to it for consideration and shall report its findings and recommendations to Council as a whole. The Mayor shall serve as an ad hoc member of the Finance and Budget Committee, and the Municipal Properties, Buildings, Land Use and Economic Development Committee, with full voting rights in both committees.

#### 8. APPOINTMENT OF PERSONNEL COMMITTEE

A personnel committee, consisting of the Mayor and two (2) Councilmembers appointed by the Council President is established by the Charter. Council President shall appoint two (2) Councilmembers to the Personnel Committee. If a motion (1st) is made, a second (2nd) will be requested. If a second (2nd) is received, then a vote will be taken to approve the Appointment of Personnel Committee. If a simple majority is received, then the Appointment of the Personnel Committee stands approved. Failure to get approval by City Council would require the Council President to re-submit names for appointment and vote.

The Personnel Committee shall, when a vacancy exists for the office of City Manager, City Finance Director or City Law Director due to death, resignation, or removal, investigate and subsequently recommend in writing one (1) or more suitable persons for appointment. The members of the Personnel Committee shall select one (1) of its members as chairperson. All recommendations of the Personnel Committee shall be presented by the Mayor to Council as a whole.

#### 9. SETTING OF MEETING DATES AND TIMES FOR REGULAR MEETINGS OF COUNCIL

##### **CHARTER – Section 2.07 Meetings**

Regular Meetings. After the organizational meeting, Council shall meet at such times as may be provided by its rules and regulations or by ordinance or resolution; but, it shall hold regular meetings at least twice during each calendar month.

##### **COUNCIL RULE – 1.3 Regular Meetings**

The Council of the city shall hold regular meetings at 7:00 p.m. on the first and third Monday of each calendar month at the municipal building. However, if the first or third Monday shall be an observed city holiday, the Council shall meet on the following day.

#### 10. SETTING OF MEETING DATES AND TIMES FOR STANDING COMMITTEES OF COUNCIL

**COUNCIL RULE 3.2** - Council President, clerk of council and Chairperson of standing committee shall set their respective regular monthly date and time of their standing committee. **Once the regular monthly dates and times are set for the committee meetings, a motion may be made and a vote taken by Council to approve and affirm the dates and times.** The schedule shall be posted upon the bulletin board in the city's principal municipal building. Should the chairperson of a committee find it necessary to hold the meeting at another time or place, notice shall be provided pursuant to Chapter 103 of the Codified Ordinances. All committee meetings shall be open, (except that, upon approved motion, an executive session may be entered

into for a proper purpose) and committee report containing a record of the attendance of members of the committee and the action taken thereat shall be kept by the committee in a record provided for that purpose. Such record shall be kept on file with the clerk of council and open to public inspection as other public records.

#### 11. APPOINTMENT OF CLERK OF COUNCIL

##### **RULE – 2.6 City Clerk**

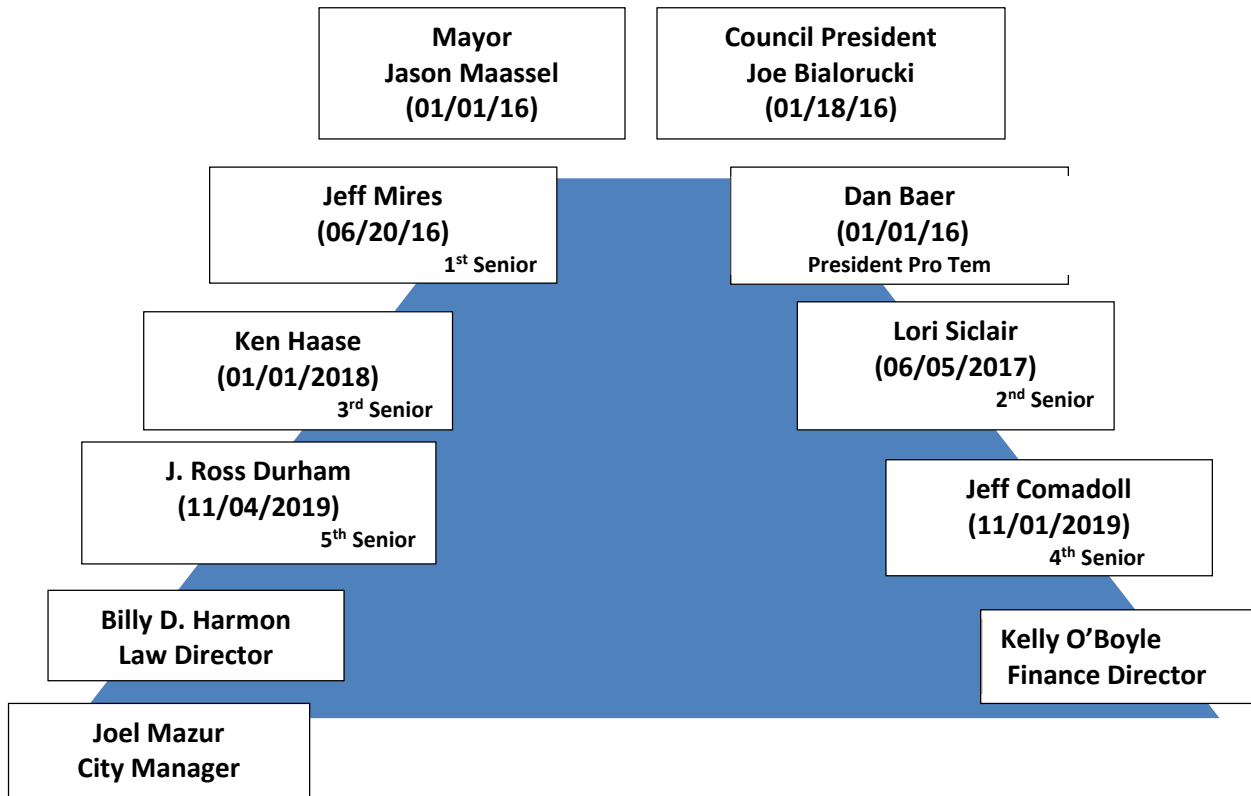
The Council shall establish a procedure to select a name for Clerk of Council. Once a name is selected, if a motion (1<sup>st</sup>) is made, a second (2<sup>nd</sup>) will be requested. If a second (2<sup>nd</sup>) is received, then a vote will be taken to approve the Clerk of Council. If a simple majority is received, then the appointment of the Clerk of Council stands approved. Failure to get approval by City Council would require the City Council to submit a different name for appointment and vote.

##### **CHARTER Section 2.10 - Council Employees**

Council shall appoint a Clerk of Council and may appoint other similar type employees to directly serve the Council, all of whom shall serve at the pleasure of Council and all of whom may be suspended or removed by Council at any time, with or without cause. The Clerk of Council and such other employees shall have those powers and perform those duties as Council may provide.



# COUNCIL SEATING CHART



**2020 COUNCIL, COMMITTEES, COMMISSIONS AND BOARDS***January 1, 2020*

	<i>Name of Members</i>	<i>Date Started</i>	<i>Date Term Expires</i>
<i>City Council &amp; Mayor</i>			
<b>Meets 1<sup>st</sup> and 3<sup>rd</sup> Monday at 7:00 pm</b>	Joseph D. Bialorucki, President	01.18.2016	12.31.2021
	Daniel L. Baer, President Pro-Tem	01.01.2016	12.31.2023
	Jeff R. Mires	06.20.2016	12.31.2023
	Lori Sicclair	06.05.2017	12.31.2021
	Ken Haase	01.01.2018	12.31.2021
	Jeffrey W. Comadoll	11.01.2019	12.31.2021
	J. Ross Durham	11.04.2019	12.31.2023
	Mayor Jason P. Maassel	01.01.2016	12.31.2023
<i>Technology and Communications Committee</i>			
<b>Meets 1<sup>st</sup> Monday at 6:15 pm</b>	Ross Durham, Chair		
	Daniel L. Baer		
	Ken Haase		
<i>Electric Committee</i>			
<b>Meets 2<sup>nd</sup> Monday at 6:15 pm</b>	Lori Sicclair, Chair		
	Joseph D. Bialorucki		
	Ross Durham		
<i>Water, Sewer, Refuse, Recycling and Litter Committee</i>			
<b>Meets 2<sup>nd</sup> Monday at 7:00 pm</b>	Jeff Comadoll, Chair		
	Lori Sicclair		
	Ross Durham		
<i>Municipal Properties, Buildings, Land Use and Economic Development Committee</i>			
<b>Meets 2<sup>nd</sup> Monday at 7:30 pm</b>	Jeff Mires, Chair		
	Joseph D. Bialorucki		
	Lori Sicclair		
	Jason Maassel		
<i>Parks and Recreation Committee</i>			
<b>Meets 3<sup>rd</sup> Monday at 6:00 pm</b>	Ken Haase, Chair		
	Jeff Mires		
	Daniel L. Baer		
<i>Finance and Budget Committee</i>			
<b>Meets 4<sup>th</sup> Monday at 6:30 pm</b>	Joseph D. Bialorucki, Chair		
	Jeff Comadoll		
	Ken Haase		
	Jason Maassel		
<i>Safety and Human Resources Committee</i>			
<b>Meets 4<sup>th</sup> Monday at 7:30 pm</b>	Daniel L. Baer, Chair		
	Jeff Mires		
	Jeff Comadoll		
<i>Personnel Committee</i>			
<b>Meets As Needed</b>	Jason Maassel		
	Joseph D. Bialorucki		
	Lori Sicclair		

# City of Napoleon, Ohio

Annual Notice of Regular Scheduled Meetings for City Council, Committees of Council, Boards and Commissions

AS OF JANUARY 06, 2020

1. **City Council** is scheduled to meet regularly at 7:00 pm on the *First* and *Third Monday* of each calendar month at the Municipal Building.
2. **Technology and Communications Committee** is scheduled to meet regularly at 6:15 pm on the *First Monday* of each calendar month.
3. **Electric Committee** is scheduled to meet regularly at 6:15 pm on the *Second Monday* of each calendar month.
4. **Water, Sewer, Refuse, Recycling and Litter Committee** is scheduled to meet regularly at 7:00 pm on the *Second Monday* of each calendar month.
5. **Municipal Properties, Buildings, Land Use and Economic Development Committee** is scheduled to meet regularly at 7:30 pm on the *Second Monday* of each calendar month.
6. **Parks and Recreation Committee** is scheduled to meet regularly at 6:00 pm on the *Third Monday* of each calendar month.
7. **Finance and Budget Committee** is scheduled to meet regularly at 6:30 pm on the *Fourth Monday* of each calendar month.
8. **Safety and Human Resources Committee** is scheduled to meet regularly at 7:30 pm on the *Fourth Monday* of each calendar month.
9. **Board of Public Affairs** is scheduled to meet regularly at 6:15 pm on the *Second Monday* of each calendar month.
10. **Board of Zoning Appeals** is scheduled to meet regularly at 4:30 pm on the *Second Tuesday* of each calendar month.
11. **Planning Commission** is scheduled to meet regularly at 5:00 pm on the *Second Tuesday* of each calendar month.
12. **Tree Commission** is scheduled to meet at 6:00 pm on the *Third Monday* of each calendar month.
13. **Civil Service Commission** is scheduled to meet regularly at 4:30 pm on the *Fourth Tuesday* of each calendar month.
14. **Parks and Recreation Board** is scheduled to meet regularly at 6:30 pm on the *Last Wednesday* of each calendar month.
15. **Records Commission** is scheduled to meet regularly at 4:00 pm on the *Second Tuesday* of June and December.
16. **Privacy Committee** is scheduled to meet regularly at 10:30 am on the *Second Tuesday* of May and November.
17. **Housing Council** is scheduled to meet at 6:30 pm on the *First Monday* of April.
18. The **Personnel Committee, Lodge Tax Advisory and Control Board, Preservation Commission, ADA Compliance Board, Board of Building Appeals, NCTV Advisory Board, Volunteer Fire Fighters' Dependents Fund Board, Volunteer Peace Officers Dependent Fund Board, Tax Incentive Review Council, Housing Advisory Board, Audit Committee, Board of Review, Napoleon Infrastructure/Economic Development Fund Review Committee and Health Care Cost Committee** shall meet as needed.

NOTE: Unless otherwise specified in the posted meeting notice, all meetings shall take place at the Municipal Building located at 255 West Riverview Avenue, Napoleon, Ohio. Regularly scheduled meetings may be canceled due to lack of agenda items or prior known lack of quorum. Meetings falling on a City recognized holiday shall convene on the following day.

**CITY COUNCIL MEETING MINUTES**  
Monday, December 16, 2019 at 7:00 pm

**PRESENT**

Councilmembers	Joseph D. Bialorucki-Council President, Daniel L. Baer-Council President Pro-Tem, Jeff Mires, Lori Siclair, Ken Haase, Jeff Comadoll, Ross Durham
Mayor	Jason P. Maassel
City Manager	Joel L. Mazur
City Finance Director	Kelly O'Boyle
City Law Director	Billy D. Harmon
City Staff	David Mack-Chief of Police Clayton O'Brien-Fire Chief
Admin. Asst. to Appointing Authority/Clerk of Council	Roxanne Dietrich
Others	News Media
<b>ABSENT</b>	None

Council President Bialorucki called the City Council Meeting to order at 7:00 pm with the Lord's Prayer followed by the Pledge of Allegiance.

INTRODUCTION OF K9 UNIT

Officer Lipscomb introduced the City's K9 dog, Luke. Officer Lipscomb stated he and Luke attended ten weeks of training in Marysville continue to do training just about every day. Some forms of training are more intensive and takes a lot out of Luke. Our assigned shift is third shift, but we are on a flexible schedule and are available if needed. Mazur added the beauty of this is that we originally budgeted \$5,000 in last year's budget. The remainder came from donations that totaled over \$28,000. We exceeded what we were planning to use as the startup cost. We repurposed the Chief's old vehicle and outfitted it for the K9 unit. Luke has the dog Mahal at home that was partially donated from Herrons. We are well within our budget of what we were anticipating. One of the last things that we wanted to do as part of this was to take Luke around to the people who donated as a way to say *Thank-You*. Officer Lipscomb thanked Council for allowing them to have this opportunity it's pretty amazing and we appreciate it very much.

GUEST SPEAKERS

Bialorucki welcomed Doug Meyer Fire Chief and Chief of Police Joe Valvano from the City of Waterville. Chief Meyer thanked Council for the opportunity to come and speak on behalf of Waterville. We want to thank you for having such a great response from your Fire Department and letting us have the opportunity to thank them for the help they gave to us. We have a letter of appreciation I'd like to read (a copy of the letter is attached). Napoleon showed great professionalism and willingness to help by responding to our call for help on the evening of October 27, 2019. The City of Napoleon should have great pride in their Chief along with the men and women serving under him. It is great to have this type of support from a neighboring community. This is crucial to today's growing demand for service. Again, thank you for your response and support on October 27<sup>th</sup>. They did a very great job. In fact, they actually did such a great job they potentially could have saved a life. The victim was attempting to harm





Roll call vote to suspend the rules for 097-19

Yea-Haase, Durham, Comadoll, Siclair, Baer, Bialorucki, Mires

Nay-

**Motion Passed. Yea-7, Nay-0**

Roll call vote to pass Resolution No. 097-19 under Suspension and Emergency.

Yea-Haase, Durham, Comadoll, Siclair, Baer, Bialorucki, Mires

Nay-

**Motion Passed. Yea-7, Nay-0**

**ORDINANCE NO. 098-19 – ISSUANCE OF SALE OF NOTES WTP**

Council President Bialorucki read by title Ordinance No. 098-19, an Ordinance Providing for the Issuance and Sale of Notes in the Maximum Principal Amount of \$2,352,000, in Anticipation of the Issuance of Bonds, for the Purpose of Paying the Costs of Improving the Municipal Water System by Improving and Rehabilitating the Existing Water Treatment Plant and Related Storage Facilities, Rehabilitating the Elevated Storage Tanks, and Acquiring and Improving related interests in Real Property, Together with all Necessary and Related Appurtenances thereto.

Motion: Haase

Second: Comadoll

to **approve First Read** of Ordinance No. 098-19

O'Boyle said this is the current note for \$2,428,000. We will be paying down \$76,000. I'm required to present you the Supplemental Funding Fiscal Officer Certificate beforehand and that was in your packet. These bonds will be sold in February. Maassel asked, was this not going to get rolled in with the big debt from the Water Treatment Plant? Mazur replied this was not. This was for the UV project and the stranded costs for the proposed new water treatment plant at the sixteen and a half acres on Glenwood. We had to start the UV project early and that was not included in the overall portion of debt and the main rehab, as the UV project was completed prior to that. Maassel said I thought they were just going to roll that in with the big one. Mazur said, we couldn't they would not allow it. The same goes for the stranded cost too. It's about \$1.5 million for the UV project and about \$900,000 for the stranded cost.

Roll call vote to approve Ordinance No. 098-19 on First Read

Yea-Haase, Durham, Comadoll, Siclair, Baer, Bialorucki, Mires

Nay-

**Motion Passed. Yea-7, Nay-0**

**ORDINANCE NO. 099-19 – LAW DIRECTOR PAY INCREASE**

Council President Bialorucki read by title Ordinance No. 099-19, an Ordinance Authorizing a Pay Increase for the City of Napoleon, Ohio Law Director; and Declaring an Emergency.

Motion: Comadoll

Second: Mires

to **approve First Read** of Ordinance No. 099-19

Roll call vote to approve Ordinance No. 099-19 on First Read  
Yea-Haase, Durham, Comadoll, Siclair, Baer, Bialorucki, Mires  
Nay-

**ORDINANCE NO. 100-19 – CITY MANAGER PAY INCREASE**

Motion: Comadoll                      Second: Baer  
to **approve First Read** of Ordinance No. 100-19.

Roll call vote to approve Ordinance No. 100-19 on First Read  
Yea-Haase, Durham, Comadoll, Siclair, Baer, Bialorucki, Mires  
Nay-

**ORDINANCE NO. 101-19 - FINANCE DIRECTOR PAY INCREASE**

Motion: Comadoll                      Second: Siclair  
to approve First Read of Ordinance No. 101-19

Roll call vote to approve Ordinance No. 101-19 on First Read  
Yea-Haase, Durham, Comadoll, Siclair, Baer, Bialorucki, Mires  
Nay-

## RESOLUTION No. 102-19 - CIC 2020 CONTRIBUTION

Motion: Comadoll                      Second: Baer  
to **approve First Read** of Resolution No. 102-19

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Roll call vote to approve Resolution No. 102-19 on First Read  
Yea-Haase, Durham, Comadoll, Siclair, Baer, Bialorucki, Mires  
Nay-

## SECOND READING OF ORDINANCES AND RESOLUTIONS

Council President Bialorucki read by title, Ordinance No. 088-19, an Ordinance Establishing a New Position Classification Pay Plan for Employees of the City of Napoleon, Ohio for the Year 2020, repealing Ordinance No 075-18; and Declaring an Emergency

Mazur stated this is second read on the pay plan ordinance for non-bargaining employees.

Roll call vote to approve Ordinance No. 088-19 on Second Read  
Yea-Haase, Durham, Comadoll, Siclair, Baer, Bialorucki, Mires  
Nay-

Council President Bialorucki read by title Resolution No. 089-19, a Resolution Appointing Mayor Jason Maassel and Councilman Dan Baer to Represent the City of Napoleon, Ohio as members of the Board of Directors of the Community Improvement Corporation of Henry County, Ohio; and Declaring an Emergency

Roll call vote to approve Resolution No. 089-19 on Second Read  
Yea-Haase, Durham, Comadoll, Siclair, Baer, Bialorucki, Mires  
Nay-

Council President Bialorucki read by title Resolution No. 090-19, a Resolution Authorizing the City Manager to Execute Any and All Documents Necessary to Enter into a Programmatic Agreement with the Ohio Historic Preservation Office for the Administration of Programs Using HUD Allocated Funds; and Declaring an Emergency

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O'Boyle said there isn't anything further to add from the other day unless anyone has any questions. This would be on an as-needed basis. Hopefully we don't need it.

Roll call vote to approve Resolution No. 092-19 on Second Read

Yea-Haase, Durham, Comadoll, Siclair, Baer, Bialorucki, Mires

Nay-

**Motion Passed. Yea-7, Nay-0**

#### **ORDINANCE NO. 093-19 - 2020 BLANKET APPROPRIATIONS**

Council President Bialorucki read by title Ordinance No. 093-19, an Ordinance Allowing the Transfer of Appropriations from the Personal Line Items to the Other Line Items, and from the Other Line Items to the Personal Line Items in any Fund up to \$25,000 between the Quarterly Budget Adjustments, by the City Finance Director pursuant to ORC. Section 5705.40 Commencing the Fiscal Year 2020 on an as Needed Basis; and Declaring an Emergency

Motion: Durham

Second: Comadoll

to **approve Second Read** of Ordinance No. 093-19

O'Boyle stated this is the same as Ordinance No. 092-19, it will be on an as needed basis and only if we need it.

Roll call vote to approve Ordinance No. 093-19 on Second Read

Yea-Haase, Durham, Comadoll, Siclair, Baer, Bialorucki, Mires

Nay-

**Motion Passed. Yea-7, Nay-0**

#### **ORDINANCE NO. 094-19 - 2020 BLANKET FUND TRANSFERS**

Council President Bialorucki read by title Ordinance No. 094-19, an Ordinance Allowing the Transfer of Certain Fund Balances from Respective Funds to Other Funds per Section 5705.14 ORC, up to \$25,000 between the Quarterly Budget Adjustments, by the City Finance Director pursuant to ORC. Section 5705.14 Commencing the Fiscal Year 2020 on an as Needed Basis; and Declaring an Emergency

Motion: Comadoll

Second: Mires

to **approve Second Read** of Ordinance No. 094-19

O'Boyle said this one is the same as Ordinance Nos. 092-19 and 093-19.

Roll call vote to approve Ordinance No. 094-19 on Second Read

Yea-Haase, Durham, Comadoll, Siclair, Baer, Bialorucki, Mires

Nay-

**Motion Passed. Yea-7, Nay-0**

#### THIRD READING OF ORDINANCES AND RESOLUTIONS

#### **ORDINANCE NO. 078-19 - RIGHT TO BEAR ARMS**

Council President Bialorucki read by title, **Ordinance No. 078-19**, an Ordinance Amending a Certain Section of Chapter 375 of the City of Napoleon, Ohio Codified Ordinances, specifically Section 375.03(e),

Motion: Comadoll Second: Haase  
to pass Ordinance No. 078-19 on Third Read

Roll call vote to pass Ordinance No. 078-19 on Third Read  
Yea-Haase, Durham, Comadoll, Siclair, Baer, Bialorucki, Mires  
Nay-  
**Motion Passed. Yea-7, Nay-0**

Council President Bialorucki read by title Ordinance No. 079-19, an Ordinance Amending the Allocation of Funds as found in Sections 193.11 and 194.013 of the Codified Ordinances of the City of Napoleon, Ohio; and Declaring an Emergency

Mazur noted this is the income tax split for 2020 at 65%/35%.

Roll call vote to pass Ordinance No. 079-19 on Third Read  
Yea-Haase, Durham, Comadoll, Siclair, Baer, Bialorucki, Mires  
Nay-

**Motion Passed. Yea-7. Nay-0**

Council President Bialorucki read by title Resolution No. 080-19, a Resolution Authorizing the Expenditure of Funds and Authorizing a Department Director to take Bids on Certain Projects, Services, Equipment, Materials, or Supplies without the Requirement for Additional Legislation to do so in the Year 2020; and Declaring an Emergency

Mazur stated this is third read on the master bid ordinance.

Roll call vote to pass Ordinance No. 080-19 on Third Read  
Yea-Haase, Durham, Comadoll, Siclair, Baer, Bialorucki, Mires  
Nay-  
**Motion Passed. Yea-7, Nay-0**

Council President Bialorucki read by title Resolution No. 081-19, a Resolution Authorizing Expenditure of Funds in Excess of Twenty-five Thousand Dollars (\$25,000) in and for the Year 2020 as it Relates to Reoccurring Costs Associated with the Operation of the City, for Payment of Expenses, and for Purchases Associated with Vendors Utilized by Multiple Departments within the City; Elimination of Necessity of Competitive Bidding in and for the Year 2020 as it Relates to Certain Transactions; and Declaring an Emergency.

**Motion Passed. Yea-7, Nay-0**

Council President Bialorucki read by title Resolution No. 086-19, a Resolution Extending the Provisions Contained in Ordinance No. 021-18 wherein Council Imposed a Temporary Reduction and/or Temporary Elimination of Certain Residential Building Permit Fees; and Declaring an Emergency.

Mazur stated as a follow-up to a question that came from Councilman Mires, there was a request to take a look at how much was waived as part of this. After reviewing the calculations, I pulled it out of the packet, as I think it was calculated in error. Once we get it fixed, we will put the information in your packet.

**Motion Passed. Yea-7, Nay-0**

Council President Bialorucki read by title Ordinance 087-19, an Ordinance Apportioning the Expenses Incurred Including Wages, Salaries and Fringe Benefits of the Mayor, Council, and Various Other Departments of the City of Napoleon which are not Otherwise Directly Charged to Special and/or Capital Projects Among Various Accounts Effective January 1, 2020; Amending Ordinance No. 104-09; and Declaring an Emergency.

Mazur said this is third read on the split for cost for the IT Department. We are putting more into the Water and Sewer Funds and less from the General Fund.

**Motion Passed. Yea-7, Nay-0**

**Approval of Power Supply Cost Adjustment Factor for December 2019 as Three-month Averaged Factor \$0.01350 and JV2 \$0.009763**

Motion: Comadoll Second: Siclair  
to **approve the December 2019 PSCAF** as three month averaged factor \$0.01350 and JV2 \$0.009763.

**Motion Passed. Yea-7, Nay-0**

Mazur reported the lowest bid received was \$91,000, the highest bid was \$205,000. The original preliminary budget for the demolition was \$250,000. The Engineer's Estimate was revised to \$220,000. Fenson Contracting LLC is the lowest bidder. We are recommending award to Fenson Contracting at \$91,000. We went through and checked their references and all documentation to make sure they had everything in order. It is a favorable contract that's well under budget. The question was asked where Fenson Contract was from. Mazur replied Fort Jennings, Ohio. Cotter added we were pleased when the bids came in quite a bit lower than the estimate. Had we set the estimate too low and the bids came in higher, all bids would have been thrown out and the process started over. Lulfs went back through and checked their references and equipment and they do have the experience to do the job. Maassel asked if we are keeping the concrete? Cotter replied they have the option to take the concrete to our yard where we crush it or they can take it themselves. Mazur stated at the last Pool Commission meeting, it was noted there were limitations to some of the amenities and hopefully this will be able to free up some funding to add in some of the things that are needed to make it a nicer pool. Bialorucki asked what would the date be for the demolition and removal of everything to be done by? Cotter replied the deadline is March 7, 2020. We could see some activity out there the early part of January. Bialorucki asked if there is normally in contracts like that a penalty; or, say something happens with this company or any company we contract with, and they can't get it done until the end of March which obviously will push everything back. I was just curious if there's something in the contract. Harmon responded there are some liquidated damages clauses in there and other things that could potentially happen if they don't meet the deadline. Mazur added it's not unusual to waive or extend them depending on the circumstances. You don't know what you are going to run into. That happens all the time even with our construction contracts. We don't have a history of going back on liquidated damages. If it does impact us, then yes we would definitely go back on them. We will be bidding out the construction concurrently with the demolition. They have to be done and finished and cleared out by March 7<sup>th</sup>. I don't suspect that we will see shovels in the ground that early. Cotter clarified for construction? I'm guessing April at the very earliest for construction. The contractor will have the summer and into the fall to complete the project. Mazur added as Cotter mentioned at some other meeting, the pool companies like the construction season that we have put out there. What they are used to is hurry up and open before the season starts, not construction during the season. I think that bodes well for us just like the timing of when we bid this project out. This is a good time to bid demo projects, contractors are looking for winter work. The same goes for the pool construction companies, they are looking for projects in the timeline that we have set so I think it plays in our favor. Siclair asked if they are held to this just because there's such a variance. Mazur replied *yeah*. Siclair asked they can't come back and say oops. Mazur

said well I mean unless there's something that they can point to that wasn't in the specs. Harmon noted there was due diligence done on this to double-check that that's the number they meant. There was some follow-up done to make sure everything was okay. Mazur said it's a small enough demo that a smaller company can handle it a lot easier than the bigger companies. The bigger companies aren't really outfitted for smaller demos like this. I think that's why we see the discrepancies the way we do.

Motion: Comadoll

Second: Durham

to **award the bid for Aquatic Center Pool / Bathhouse Demolition Project to Fenson Contracting LLC** at \$91,000.00

Roll call vote on the above motion:

Yea-Haase, Durham, Comadoll, Siclair, Baer, Bialorucki, Mires

Nay-

**Motion Passed. Yea-7, Nay-0**

Mazur asked were we going to do anything like if there any bricks or anything that's worth salvaging for people that have ties to the pool? Cotter said we have not talked about that, that is something that could be discussed at the Pool Commission meeting.

### **Fire Department Safer Grant**

Mazur reported as a follow-up to the Safety and Human Resources Committee meeting, the committee wanted to move this to full Council for the Chief and I to present a summation of what the full presentation was at the Safety and Human Resources Committee meeting and to talk about the department staffing levels and what kind of opportunities are out there.

Chief O'Brien started, I promise I did not pay Chief Meyer to come on the same night we're going to talk about this. That was quite the surprise for me as well and I thought it was really nice. We talked about the SAFER Grant at the last Safety and Human Resources Committee. What SAFER stands for is, Staffing for Adequate Fire and Emergency Response. I will cover some of the highlights of the presentation, then if you have any questions, we can try to address those. One of the main things that we're seeing in Napoleon is a decrease in volunteers. The calls for service have drastically increased over the years. For example, since 2011 we've seen a 40% increase in calls which is equal to 378 calls just for ages 50 and older. The state mandates the amount of training that you have to keep up on. It becomes a part-time job as far as your commitment and dedication and how much you need to be around and be involved. We have continued to try to expand on how we go about recruiting people and getting them on more runs. We talked a little during budget about how much it costs for part-time individuals from the time that we hire them until the time that they are fully trained within that year. We don't really don't get anything out of them for that first year. There's a cost of about \$9,830 from the time they are onboard, we give them the equipment and provide the training that they need. Our data shows we get two percent of calls that they respond back to. So, that's about 32 calls a year. I looked at the National Volunteer Fire Council, they did a lot of research because it's not just the City of Napoleon, the entire United States is having the same problems. It's the two income families, it's the me generation. Back when my Dad was a volunteer fireman they didn't get paid, my Dad was the only one that worked, that was the difference compared to now. One of the slides that we had shown was the age comparison for the City of Napoleon compared to the rest of the United States. You can drastically see the difference. At about age 18 to 20 years they move away. Then at about the time we need them, you see that they



are coming back. I can correlate that with maybe they're finishing college and moving back home for a period of time. Then they go away and don't come back until about age 50 or 55. Then they stay with us until about age 65 or 70, this is when we are actually a little bit higher compared to the rest of United States. I thought that was one of the most interesting things that we discovered. We always knew we do an extensive amount of calls for our seniors. We truly need to be prepared. Overlapping calls is another big thing that we are experiencing. Last year we had 450 overlapping calls. An overlapping call means we are already out on a call and we get dispatched for another. That's more than one call a day of overlapping calls. The way staffing works at the station currently is, we try to maintain four people during the day for the first 12 hours. That helps us keep that non-emergency in service. This year we've noted the NET has been out of service quite a bit because we didn't have enough people to be able to put it in service after 7:00 p.m. After 7:00 pm it drops down to two people at the station. We did it that way hoping we would get the part-time people that work a first shift job to show up during the night time. We have tried all different things to try and make this work. I think we're just at a point where we really need to try to focus on having four people at the station around the clock. If we had four people at the station around the clock, that would give us the ability to take care of two EMS calls. It would give us the ability to actually fight a structure fire with four people, two people inside the structure and two outside of the structure. Last weekend we had a barn fire and we were actually able to go in the interior on the barn fire because Chief Benecke showed up as the fourth person out of his car. I appreciate you giving me the time to discuss this matter. This is a priority for me and I hope that I can help you see that it is a priority for the City and for everybody. Mazur stated the Census Bureau has Napoleon going down in population. Our median age has gone up since the year 2000 from age 36.2 to age 41.2. So it is a little bit older population. I wanted to say we're now starting to see more positive growth. Not only just in residents but the daytime population too. That's a big deal because we are getting new businesses and more people are here during the day. Chief O'Brien added this is prior to the 130 residential units that are getting built right now in the City. The Senior Villas are going up, that is going to be more calls for us. We don't just cover the City of Napoleon we cover all the surrounding townships as well. The population is just shy of 9,000 in the City of Napoleon that number is more like 12,000 for us at the Fire Department. That does not take into consideration, as Mazur just stated, the daytime population when you got Campbell Soup going, JAC Products and the other bigger companies that are going as they are starting to ramp up and working all the time. Mazur said and with Love Station you are going to have a higher traffic volume over in that area. The total calls for service from 2011 through 2018 are on the screen. Chief where are we projecting to be at? Chief O'Brien replied as of today we are at 1574 so 35 calls away from beating last year. We are averaging about 4½ calls a day. That mutual aid call with Liberty Center just now would have been the seventh call for us today. Right now we will hit about 1640. What's impressive about that is the NET has been out of service the majority of the time. That tells us that those calls are only coming from the 9-1-1 side. We are needed more inside for the acute calls that are happening. The transfers are down quite a bit from years past. When I ran the numbers today we were at about 115, in years past we have done 280 NET calls. I think last year ended at about 183. It used to be when we would have a second call or a fire call that the fire rescue tones would go off and then we could respond. I actually changed that saying that it does not matter if it's 8:00 o'clock in the morning or 3:00 o'clock in the afternoon, it does not matter what time that pager goes off if you can come I want you to come. The reason is because we were experiencing turnover of individuals that were new EMTs in new training. We thought maybe they were a little nervous going out on the ambulance by themselves for the first time and when you come in for a second call being a new EMT that's what would happen. I wanted them to come in so they would be beside the full-time members and the other part-time members that are working at the station to try to get some confidence and

more experience and to be able to help get that response back. If you walk by the parking lot tonight the entire parking lot is full because there's a fire class going on. That has been happening on Mondays and Thursdays for the last six months. Prior to that they would have been doing EMT school. It takes a good year for them to be able to get through the classes and put the time in. When it comes to actually responding on calls when they don't necessarily have the certification yet within their first year, they are already leaving the family quite a bit. Hopefully we can get back the return after they finish the training and they will continue to come. Mazur said I'm going to suggest that we move this back to the committee. At this point the SAFER Grant would hire four new full-time fire fighters. I know the City of Defiance did that recently and what was the other city that used the SAFER Grant? Chief O'Brien replied the City of Fostoria has used the SAFER Grant quite a few times and the City of Defiance. Mazur continued the SAFER Grants pays for 75% of the expenses for the personnel so you're basically getting four for one. It tapers out, after year four you have to pay the full expense. That is not something that we would be able to sustain right now with the current income tax levels. There is a different alternative that we're looking at and we want to move it back to the committee to have more discussion about it. Baer stated he has no problem in bringing this back to the committee. We already have a tie-in issue for crash fees that is going to be on the committee agenda for January. I think this can relate indirectly with that and we can look at another alternative and bring this all up in January. I don't think there's a rush but, at the same time I think the committee needs to make a recommendation on the SAFER Grant versus the alternative, as well as what to do with the crash issue. We asked the Chief to get some more information from insurance companies and bring that back in January. We can look at the whole spectrum at our January meeting and then bring this all back, with the president's permission, to Council at the first meeting in February. Maassel said he talked with Chief Meyer from Waterville and asked him what's the biggest thing his department is facing. He basically said the same kind of thing that you did. Less volunteers and his issue is finding qualified candidates. He doesn't have candidate pools he has a candidate member, not members, member. He really doesn't want to hire somebody just because they're the only applicant. Is that an issue we have too, the number of applicants? I mean it's great to say hey we got the SAFER Grant, can we actually get four more with the SAFER Grant? Chief O'Brien said I get what you are saying. I would say when we had you had to be a paramedic to be hired full time definitely was a challenge. When I took the test in Napoleon there was more than twenty people that took the test at the same time. There was fifty-two in Fostoria. You don't see that anymore. You only see a couple here and there. We've made it where they don't have to take the test on a specific date. If we required the EMT and we were to hire four, that was going to be the suggestion, that it would be one paramedic and three EMTs. EMT is a six-month school compared to a 24-month school for paramedics, so it's a little bit easier. Maassel said based on hiring an EMT and basically completing their training to take them to that next level. Chief O'Brien clarified to a paramedic is a huge expense. Maassel said and their issue is they are training to be a paramedic and somebody offers a little more money and they're gone. It's a multi-faceted issue and I'm glad we have a committee system we are using to push this back. I know Dan this is a lot of stuff on your plate. Baer replied not really because I think the SAFER Grant is neat and I'm glad the Chief is looking into that. But, I think there's also something else we can consider that might make it a little easier on the pocketbook, is that a fair statement. Chief O'Brien said that is a fair statement. Bialorucki asked on the volunteers, do you have some kind of recruiting efforts, campaigns and advertising how do you try to get people to be a volunteer? Chief O'Brien stated we basically try by word of mouth, as we run into individuals at different locations. I don't want to put it on the marquee we need help, because in our job you have to be passionate about what we do. If you're not passionate about what we do or have some sort of a calling for it then you know the marquee is not going to do anything besides get someone that wants to

see what it offers but, maybe it's just not for them. The individuals that come in are the ones that we talk to by word-of-mouth or they've experienced us. Assistant Chief Frey spends some time with them explaining what the job entails. The commitment, the dedication because there is an investment on our end. We do not just hire anybody. I feel if you just hired anybody then we've dropped our standard drastically. There's a reason why Chief Meyer can say those nice things about our department it's because we do hold a high standard for those individuals and that's why we don't just hire anybody.

**Approval to Apply for the Canine Ballistic Vest Donation Program**

Mazur stated we are seeking approval to apply for a grant from the Canine Ballistic Vest Donation program.

Motion: Comadoll

Second: Haase

**to approve applying for the Canine Ballistic Vest Donation Program**

Roll call vote on the above motion:

Yea- Haase, Durham, Comadoll, Siclair, Baer, Bialorucki, Mires

Nay-

**Motion Passed. Yea-7, Nay-0**

**Approve 2019 Write-Offs for Income Tax, Utilities and EMS**

O'Boyle stated this is the annual write-offs for Utilities, EMS and Income Tax. On utilities and miscellaneous billings, we have a collection company, Weltman that tries to collect payment. You will see some of them go back to 2014 so they were in legal and/or they had payment arrangements that defaulted and they can't collect on it anymore. On the City side we have some people that were deceased or bankruptcies. It's the same way with the EMS the write-offs go through Weltman for the same reasons and then through the City for deceased and/or bankruptcies. For Medicare we can't balance bill the people so if there is a balance we have to write that off on the EMS collection side.

Motion: Durham

Second: Baer

**to approve the 2019 Write-offs for Income Tax, Utilities and EMS as presented.**

Roll call vote on the above motion:

Yea- Haase, Durham, Comadoll, Siclair, Baer, Bialorucki, Mires

Nay-

**Motion Passed. Yea-7, Nay-0**

**Perry Street Resurfacing Project** (direct the Law Director to draft legislation)

Mazur commented ODOT came to us with a legislative request at the last minute. We will be requesting suspension on this piece of legislation. Bialorucki asked when would this be resurfaced? Mazur replied 2020. Baer confirmed this is the one from Holgate all the way to the bridge. Mazur said *correct*.

Motion: Comadoll

Second: Durham

**to direct the Law Director to draft Legislation** for the Resurfacing of Perry Street (S.R. 108) between the Napoleon southern corporation limit and the Maumee River Bridge.

Roll call vote on the above motion:

Yea- Haase, Durham, Comadoll, Siclair, Baer, Bialorucki, Mires

Nay-

**Motion Passed. Yea-7, Nay-0**

**Roll the Current Note and Additional Funds for the Napoleon Aquatic Center Project.** (direct the Law Director to draft legislation)

O'Boyle stated the current note is \$500,000 that was borrowed from the Electric 503 Fund. The maximum for the project is \$3.5 million which would include that. We are working with bond counsel to do an *up to amount*. We are going to determine if it's best to roll it in with the note for the water or if we are going to do it separate. We will bring that back and it will likely need to be suspended because it was a six-month note instead of a one year note. If we want to tie it to the note for the water, then we will bring it back on January 6, 2020.

Motion: Comadoll

Second: Mires

to **direct the Law Director to draft Legislation** to roll the current note and additional funds for the Napoleon Aquatic Center Project.

Roll call vote on the above motion:

Yea- Haase, Durham, Comadoll, Siclair, Baer, Bialorucki, Mires

Nay-

**Motion Passed. Yea-7, Nay-0**

### **Fire Union Contract Negotiations**

Mazur requested an Executive Session for personnel related to Collective Bargaining.

#### AROUND THE TABLE

##### **Mazur**

AMP has a request out to send a letter or make contact with Representative Bob Latta's office, so I was going to have a letter prepared. This has to do with tax exempt advanced refundings. They are looking like they are going to support something legislatively that will help us. We want to show our support for that if it's okay with everybody. I was going to prepare a letter for the Mayor's and my signature and copy Council on it and send it out unless the Chair of the Committee wants to sign it. If it's okay with everyone I was going to have that letter prepared and sent out as quickly as possible. Maassel said legislation is going to allow municipalities to refinance debt like you refinance a house. When the rates go lower you can refinance debt, right? Mazur replied yes that's a good deal. It looks like it's got bi-partisan support for it, so take advantage while we can. Councilwoman Siclair you were made aware of this at the OMEA meeting. I'm looking to prepare a letter for Senator Rob Portman as well as it relates to Build America Bonds. There's some infrastructure legislation they're looking at passing and you know we have been attacking the Build America Bonds issue for a long time at the Legislative Rally and the sequestration has caused some of our most expensive projects a lot of money. So we are trying to recoup some of that getting the BABS back to us and to the project the way they said it was going to happen. Hopefully it does and we'll probably do another letter the same way.

**Harmon**

You've requested an Executive Session for Personnel and there's already a request on the agenda for Pending Litigation. Was there a third or is it just those two? Did Council have any? Merry Christmas, Happy New Year, Happy Hanukkah. Everybody have a nice holiday.

**Durham**

I want to wish everyone a Happy New Year and a Merry Christmas.

**Haase**

Generic Holiday Greetings. Being a Christian, Merry Christmas.

**Mires**

It was nice to see the crowd at the Christmas Parade. I see a few faces here that were in the parade as well. There was a report of a couple of guys driving a golf cart around. I don't know if they had their seatbelts on or not. I think they had Nora cups in their lap as well. Merry Christmas and Happy New Year everyone.

**Maassel**

There's a basketball game Wednesday at 7:00 pm Hoops for Heroes. We talked a little bit earlier about the CIC. Just so everybody knows Dan Brubaker was the president this past year he's term-limited off and was replaced by Mr. Seedorf from Graminix in the Deshler area. Wes Mutter from Campbell Soup his term was up and he did not re-up. We have another person on from Campbell Soup. I think her name is China. She helps with Workforce Development. Merry Christmas and Happy New Year. The town looks great, heard a lot of compliments about how good the town looks. I know Parks and Rec does a lot for that. Tony we appreciate that. Haase chimed in especially with the snowfall. Maassel commented nice picture today in the Northwest Signal about Ritter Park.

**Bialorucki**

Merry Christmas, Happy Holidays, be safe.

**Baer**

Everyone enjoy their holidays and take a little time to relax.

**Siclair**

Merry Christmas

**Comadoll**

I live on Thursday's garbage route. I've been taking a little survey for the last month we've got widespread views of the garbage system. It's time to bring people alight into that. There's places that have three and four bags and no tags. I go by later in the day and they are picked up. It's probably timely that we do something because it's costing every one of you citizens money with these other citizens not using the tag system. I don't know what we are going to do about it but you need to do something because that irritates the heck out of me. Because if I got an extra bag I'm going to put out I'm put a sticker on it. Mazur said if you don't put a tag on your extra bag they mark it down and they bill them, it goes on their bill. Comadoll said are the employees doing that? Mazur replied as far as I



Roll call vote on the above motion:

Yea- Haase, Durham, Comadoll, Siclair, Baer, Bialorucki, Mires

Nay-

**Motion Passed. Yea-7, Nay-0**

Council President Bialorucki reported no action was taken.

**COME OUT OF EXECUTIVE SESSION – PENDING LITIGATION**

Motion: Comadoll Second: Siclair

to come out of Executive Session for Pending Litigation

Roll call vote on the above motion:

Yea- Haase, Durham, Comadoll, Siclair, Baer, Bialorucki, Mires

Nay-

**Motion Passed. Yea-7, Nay-0**

Council President Bialorucki reported no action was taken.

**COME OUT OF EXECUTIVE SESSION – COLLECTIVE BARGAINING**

Motion: Comadoll Second: Siclair

to come out of Executive Session for Collective Bargaining

Roll call vote on the above motion:

Yea- Haase, Durham, Comadoll, Siclair, Baer, Bialorucki, Mires

Nay-

**Motion Passed. Yea-7, Nay-0**

Council President Bialorucki reported no action was taken.

City Council came out of Executive Session at 9:46 pm.

**FIRE UNION CONTRACT - DIRECT LAW DIRECTOR DRAFT LEGISLATION**

Bialorucki asked for a motion to direct the Law Director to draft legislation for a Fire Union Contract

Motion: Baer Second: Siclair

to **direct the Law Director to draft Legislation** for the Fire Union Contract.

Roll call vote on the above motion:

Yea- Haase, Durham, Comadoll, Siclair, Baer, Bialorucki, Mires

Nay-

**Motion Passed. Yea-7, Nay-0**

APPROVE PAYMENT OF BILLS AND FINANCIAL REPORTS

Hearing no objections or corrections the payment of bills shall stand approved.

ADJOURNMENT

Motion: Haase Second: Siclair

to adjourn the City Council Meeting at 9:47 pm.

Roll call vote on the above motion:

Yea- Haase, Durham, Comadoll, Siclair, Baer, Bialorucki, Mires

Nay-

**Motion Passed. Yea-7, Nay-0**

**Approved:**

**January 6, 2020**

---

Joseph D. Bialorucki, Council President

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Jason P. Maassel, Mayor

**Submitted by:**

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Roxanne Dietrich  
Executive Assistant to Appointing Authority/Clerk of Council





December 16<sup>th</sup>, 2019

City of Napoleon  
255 West Riverview Ave  
Napoleon, Ohio 43545

To: Mayor Jason Maassel  
Council Representatives  
City Manager Joel Mazur  
Safety Service Departments

Re: Incident on October 27<sup>th</sup>, 2019 at the Roche De Boufe Rock in the Maumee River

All,

On behalf on the City of Waterville we would like to take this opportunity to thank Chief Clayton O'Brien and the Fire and Rescue staff of the Napoleon Fire Department. They responded to our need for help with much needed river rescue equipment and staff. It was Oct. 27<sup>th</sup>, 2019 and Waterville had a victim stuck on Roche De Boufe rock in the middle of the Maumee River. The Waterville boat and staff could not reach the victim on the rock due to water levels at the time. Napoleon was called for the use of their air boat and staff. The Napoleon Fire Department showed great professionalism, skills, and willingness to help, by responding to our call for help that evening. The City of Napoleon should have great pride in their Chief, along with the men and women serving under him. It is great to have this type of support from the neighboring communities.

In closing, it is great to know that we have the support of other local Fire and Rescue Departments like Napoleon. The City of Napoleon has a great group of men and women serving their community, and that are willing to go the extra mile for other departments. This is crucial to today's growing demand for services. So, again thank you for the response and support on October 27<sup>th</sup>, 2019.

Sincerely,

Fire Chief Doug Meyer  
751 Waterville-Monclova Rd.  
Waterville, Ohio 43566

Police Chief Joe Valvono  
25 North Second St.  
Waterville, Ohio 43566

### City of Waterville

25 North Second Street • Waterville, Ohio 43566-1491 • 419-878-8100 • Fax 419-878-8044 • [www.waterville.org](http://www.waterville.org)

## **RESOLUTION NO. 103-19**

### **A RESOLUTION APPROVING THE PROVISIONS OF A CERTAIN COLLECTIVE BARGAINING AGREEMENT NO. 2019-29 BETWEEN THE CITY OF NAPOLEON AND LOCAL 3363 INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS FOR THE TERM COMMENCING FROM JANUARY 1, 2020 THROUGH DECEMBER 30, 2022; AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; AND DECLARING AN EMERGENCY**

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

Section 1. That, the provisions of a certain Collective Bargaining Agreement (hereinafter referred to as "the Agreement") between the City of Napoleon, Ohio (hereinafter called "the City") and Local 3363 International Association of Fire Fighters (hereinafter called "the Union") for the term commencing January 1, 2020 through December 30, 2022, both dates inclusive, (a true and complete copy of which is on file in the office of the Clerk of Council marked as City Contract No. 2019-29) have been reviewed and are approved by this Council.

Section 2. That, upon ratification of the Agreement by the Union, the City Manager is authorized and directed to execute the Agreement in the name of and on behalf of the City, subject to any non-material amendments, additions, or deletions as deemed necessary or advisable by the City Manager and approved by the City Law Director. The Agreement may contain a provision that allows the terms and conditions of the Agreement to be retroactively applied, the same being hereby approved if it so exists.

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 essential City services to continue without distraction or disruption; 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, Clerk of Council

*I, Roxanne Dietrich, Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Resolution No. 103-19 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, Clerk of Council

# **AGREEMENT**

**by and between**

**City of Napoleon**

**and**

**Local 3363  
International Association  
of Fire Fighters**

**January 1, 2020**

**to**

**December 31, 2022**

Case # 2017-MED-08-0876

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## **ARTICLE 1 CONDITIONS OF AGREEMENT**

### **Section 1.1 Preamble**

This Agreement, entered into by the City of Napoleon, Ohio, hereinafter referred to as the "City", and Local 3363 International Association of Fire Fighters, hereinafter referred to as "Union", has as its purpose the following:

- A. To achieve and maintain a satisfactory and stabilized City and Union relationship and to promote improved work performance.
- B. To provide for the peaceful and equitable adjustment of differences which may arise.
- C. To attract and retain qualified employees by providing those benefits compatible with the financial resources of the City.
- D. To assure the effectiveness of service by providing an opportunity for employees to meet with management to exchange views and opinions on policies and procedures affecting the conditions of their employment, subject to the applicable provisions of the State of Ohio Revised Code, State and Federal laws, and the Constitutions of the State of Ohio and the United States of America.
- E. To provide an opportunity for the Union and the City to discuss wages and benefits of employees subject to the terms of the Agreement and applicable laws.
- F. To provide for orderly, harmonious, and cooperative employee relations in the interest, not only of the parties, but the citizens of Napoleon, Ohio.

Toward this end, the parties hereto agree to devote every effort to assure that the City and the employees and the Union will comply with the clear provisions of this Agreement. This Agreement pertains to employees within the Bargaining Unit as defined hereunder.

### **Section 1.2 Applicability and Interpretation**

This Agreement supersedes and replaces all applicable federal and state laws, statutes, codes, ordinances, resolutions, Civil Service rules and regulations, and all matters or issues pertaining to employee wages, hours of work, new classifications created or positions added or deleted, benefits, and working conditions over which it has authority to supersede and replace; including, but not limited to, Section 9.44 of the O.R.C.

The provisions of this Agreement constitute the sole, entire, and exclusive Agreement between the parties and all prior agreements, either verbal or written, are hereby negated. In the event that any provision of this Agreement is contrary to the foregoing, that provision shall be of no further force and effect, and the parties shall meet at mutually agreeable times in an attempt to legally modify the invalidated provision(s) by good faith negotiations on the same subject matter.



### **Section 1.3 Definitions**

**Employee** - Unless the context otherwise indicates, employee or employees shall mean a member or members of the Bargaining Unit, as defined in this Agreement, who are represented by the Union.

**Physician** - Unless the context indicates otherwise, physician shall mean a medical practitioner licensed in the State of Ohio, and shall include medical doctors, Doctor of Osteopathy (DO), and chiropractors.

**Perform the Job** - For the purposes of this Agreement, perform the job shall mean perform the essential functions of the job, with or without reasonable accommodation, without posing a direct threat to the health or safety of the employee or others. Any dispute with regards to this issue shall be resolved through the procedures as outlined in the Article pertaining to disability leave, or through the grievance procedure, whichever is applicable.

**Rules** - Rules, as used in this Agreement shall mean rules, regulations, policies, procedures and directives, either as contained in this Agreement or as may be promulgated from time-to-time by the City.

**Kelly Days** - The use of Kelly days eliminates required overtime by reducing the average work hours per week from 56 to 50 through scheduling one (1) - 24 hour work day off every 8 weeks. In effect reducing the annual hours from 2,756 to 2,600.

## **ARTICLE 2 MANAGEMENT RIGHTS**

### **Section 2.1 General**

Nothing in this Agreement shall be interpreted to restrict any constitutional, statutory, legal or inherent rights of the City with respect to matters of general legislative or managerial policy. The City shall retain the right and the authority to administer the business of its departments. In addition to other rights and responsibilities which are not specifically modified by this Agreement, it shall be recognized that the City has and will retain the full right and responsibility to direct the operations of its departments, to determine and establish reasonable rules, regulations, policies, procedures and directives, and to otherwise exercise the prerogatives of management, including but not limited to, the following:

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, schedule, supervise, evaluate, retain, lay off, recall, reprimand, and discipline (including suspend, demote and discharge) for just cause.
- B. To manage and determine the location, type and number of physical facilities and equipment, and the work to be performed.
- C. To determine the City's goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively and efficiently meet those purposes.
- D. To determine the size and composition of the work force, staffing patterns, and each department's organizational structure.

- E. To determine work schedules and to establish necessary work rules, regulations, policies, procedures and directives for its employees.
- F. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained.
- G. To determine the necessity of scheduled overtime and the amount thereof required.
- H. To determine the City's budget and uses thereof.
- I. To maintain the security of records and other pertinent information.
- J. To determine and implement necessary actions in emergency situations.
- K. To exercise complete control and discretion over each department's organization and the technology of performing the work required.
- L. To set standards for community service and to determine the procedures and standards of selection for employment.
- M. To maintain and improve the efficiency and effectiveness of governmental operations.

### **ARTICLE 3 PLEDGE AGAINST DISCRIMINATION**

#### **Section 3.1 General**

The provisions of the Agreement shall be applied equally to all employees without discrimination as to age, gender, marital status, genetic history, military status, race, color, creed, national origin, union affiliation, religion, veteran status, ancestry, or disability. The Union shall share equally with the City the responsibility for applying this provision of the Agreement.

#### **Section 3.2 Gender Reference**

All references to employees in this Agreement shall include both sexes, and wherever the male gender is used, it shall be interpreted to include male and female employees.

#### **Section 3.3 Right to Join or Not Join Union**

Neither party shall interfere with, restrain, coerce or otherwise discriminate against any employee for exercising his right to join or not to join the Union.

### **ARTICLE 4 RECOGNITION**

#### **Section 4.1 Recognition of Union**

The City agrees to recognize the Union as the sole and exclusive bargaining agent for the employees of the City working in the classifications that are listed in Sub-article 4.2 in all matters regarding wages, hours of work, new classifications created or positions added or deleted, and all other terms and conditions of employment and working conditions.

## **Section 4.2 Affected Classifications**

The term "bargaining unit" shall be deemed to include those individuals employed full-time in the following classification:

### **ALL FULL-TIME FIRE FIGHTERS AND FIRE CAPTAINS**

Excluded are the position of Fire Chief and one (1) position above the rank of Fire Fighter as designated by the City.

- 4.2.1 For the purposes of this agreement, the parties agree that the term "one (1) position above the rank of Fire Fighter as designated by the City", shall be interpreted as one (1) person.

## **Section 4.3 City to Negotiate Exclusively with Union**

The City shall not negotiate nor make any collective bargaining agreement or contract with any of the employees working in classifications covered herein, individually or collectively. Any agreements entered into between the City and employees shall be through duly authorized representatives of the Union. Any other agreements shall be of no effect.

## **Section 4.4 Timing of Representation**

The Union shall represent a new employee only after having completed his sixtieth (60th) calendar day of service in the department; provided, however, that the Union shall not represent the employee in any issue pertaining to the acceptance or rejection of the employee prior to, during or at the conclusion of his one (1) year probationary period. In addition, the provisions of Article 12 shall be suspended and the union shall not represent any employee/trainee under the provisions of this Article while the employee/trainee is an active participant in the State of Ohio Fire Fighter I & II Courses as statutorily required.

## **ARTICLE 5 DUES DEDUCTION**

### **Section 5.1 City to Deduct Dues**

The City agrees to deduct regular Union membership dues once each month from the pay of any employee upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the City's Finance Director by the Union Treasurer. Upon receipt of the proper authorization, the City will deduct Union dues the next payroll period in which Union dues are normally deducted following the pay period in which the authorization was received by the City. Payroll deduction authorization shall be on a form provided by the City (Appendix A).

### **Section 5.2 Limits of City's Responsibility**

It is specifically agreed that, except as provided in Sub-article 5.5 hereof, the City assumes no obligation, financial or otherwise, arising out of the provision of this Article 5 and the Union hereby agrees that it will indemnify and hold the City harmless from any claims, actions or proceedings by any employee arising from deductions made by the City in accordance with and pursuant to this Article. The City will promptly notify the Union of any claim made against the City, and the City will permit the Union to participate in and/or otherwise undertake the defense



of any claim. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

### **Section 5.3 Termination of City's Responsibilities**

The City shall be relieved from making such dues deductions upon the employee's:

- A. termination of employment or,
- B. transfer to a job other than one covered by the Bargaining Unit or,
- C. layoff from work or,
- D. an agreed leave of absence or,
- E. revocation of the dues deduction authorization by an employee no earlier than sixty (60) days nor later than thirty (30) days prior to the expiration of the Agreement between the parties in accordance with (Appendix A), or with applicable law.

### **Section 5.4 Wage Limitation**

The City shall not be obligated to make dues deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

### **Section 5.5 Limits on Claims for Errors**

It is agreed that neither the employees nor the Union shall have any claim against the City for errors in the processing of deductions unless a claim of error is made to the City, in writing, within ten (10) days after the date such error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that Union dues will normally be deducted by deducting the proper amount. Payroll collection of dues shall be authorized for the Union only, and no other organization attempting to represent the employees.

### **Section 5.6 Notice Requirements**

One (1) month advance notice must be given the City's Finance Director prior to making any changes in an employee's dues deduction. The City agrees to furnish the Treasurer of the Union a warrant in the aggregate amount of the dues deductions.

### **Section 5.7 Limitation of Authority of Article**

Nothing in this Article shall be construed to require an employee to become or remain a member of the Union, but has as its sole and exclusive purpose to facilitate the deduction of Union Membership Dues in accordance with its provisions hereto.

## **ARTICLE 6 UNION ACTIVITIES**

### **Section 6.1 Union Representatives**

The Union shall submit in writing the names of its officers and representatives who are authorized to speak on behalf of the Union and/or represent employees. The City agrees to recognize as Union representatives:

- A. a Union staff representative (chief representative)

B. the local Union president

C. one (1) employee representative selected by the Union

The employee representative shall be authorized to represent employees through the first step of the grievance procedure. The chief representative of the Union, or in his absence, the president, shall be authorized to represent employees in subsequent steps of the grievance procedure.

### **Section 6.2 Written Certification Required**

No one shall be permitted to function as a Union representative until the Union has presented the City with written certification of the person's selection.

### **Section 6.3 Roster**

The Union shall provide to the City in writing an official roster of all Union officers and the Union representatives, which shall be kept current at all times and shall include the following:

- A. Name
- B. Address
- C. Home and business telephone numbers
- D. Union office held.

### **Section 6.4 Permitted Activities During Working Hours**

Upon notification to the Fire Chief, the Union representative will be permitted reasonable time during duty hours, without loss of pay or benefits, to investigate, process, and attend hearings or meetings on grievances, but in such a way that will not unnecessarily interfere with fire and rescue operations.

### **Section 6.5 Rules on Activities**

Rules governing the activity of the Union representatives are as follows:

- A. No officer, representative or other agent of the Union (employee or non-employee) shall interfere, interrupt or disrupt the normal work duties of any City employees. The Union may conduct meetings once per month on City property with notification to the Fire Chief. Additional meetings may be conducted on City property with prior authorization from the Fire Chief. Each meeting will not exceed three (3) hours in duration.
- B. Union officers, representatives and other agents shall cease unauthorized Union activities immediately upon the request of the City, or its designated representative.
- C. Any employee found violating the provisions of this Article shall be subject to appropriate disciplinary action. Repeated violations of the provisions of this Article by a non-employee union representative may result in suspension or revocation of that individual's privileges as provided herein.

### **Section 6.6 Access to City Facilities**

Access to City work locations and the use of City-paid time, facilities, equipment, and other resources by the Union and by Union representatives shall be only as specifically authorized in this Agreement and shall not interfere with the efficiency, safety or security of the City's operations. The use of City equipment, machinery and properly to aid in any manner the



activities of the Union is prohibited unless specifically authorized by this Agreement and approved in advance by the Fire Chief

#### **Section 6.7 Negotiations During Regular Tours of Duty**

Employees may negotiate provisions of this Agreement during their regularly scheduled tour of duty without loss of pay, provided negotiation meeting dates are by mutual agreement of the parties.

### **ARTICLE 7 BULLETIN BOARDS**

#### **Section 7.1 General**

The City shall allow the placement of a bulletin board in an easily accessible and agreed upon location in the fire department building. Union notices relating to the following matters may be posted without the Fire Chief's prior approval:

- A. Union recreation and social affairs.
- B. Notice of Union meetings.
- C. Union appointments.
- D. Notice of Union elections.
- E. Results of Union elections.
- F. Reports of non-political standing committees and independent non-political arms of the Union.
- G. Non-political publications, meetings or policies of the Union.
- H. Civil service board or pension board publications.

#### **Section 7.2 Restrictions on Use**

All other notices of any kind not covered in A through H above must receive prior approval of the Fire Chief or his designated representative. It is also understood that no material may be posted on the Union bulletin boards at any time which contain the following:

- A. Personal attacks upon any employee or official of the City.
- B. Scandalous, scurrilous or derogatory attacks upon any employee or official of the City.
- C. Attacks on any other employee organization.
- D. Attacks on or favorable comments regarding a candidate for public or Union office.

## **ARTICLE 8 BILL OF RIGHTS**

### **Section 8.1 General**

Employees shall be entitled to the following employee rights as they relate to non-criminal charges against an employee for violation of rules. An employee being investigated for possible criminal charges, shall be afforded the same constitutional rights as are required to be provided to any private citizen.

### **Section 8.2 Rights**

- A. Any time the City Manager or his designee conducts a disciplinary hearing with an employee in which the disciplinary action anticipated is a suspension without pay, demotion, or dismissal, the employee shall be notified of his right to have a Union representative present in accordance with the disciplinary procedures contained herein. In any disciplinary hearing each party shall have the right to question the other party's witnesses.
- B. Before an employee may be charged with any violation of the rules for a refusal to answer questions or participate in an investigation, he shall be advised that his refusal to answer questions, or participate in such investigation, may be made the basis of such a charge.
- C. Any interrogation, question or interview shall be conducted at a reasonable hour, preferably while the employee is working. Interrogation sessions shall be for reasonable periods of time, and time shall be allowed during the questioning for rest periods or for other physical necessities.
- D. The employee shall be informed of the nature of the investigation prior to any questioning.
- E. There shall be no press release by the City, the employee or the Union regarding the employee under investigation until the investigation is completed and the employee is either cleared or charged.
- F. When an employee suspected of a violation of rules is being interrogated, such interrogation shall be recorded at the request of either party. The party requesting the recording shall be responsible for the cost unless both parties desire a copy, in which case the cost shall be equally shared.
- G. An employee who has been charged with a violation of any rules shall, upon request, be provided the opportunity to inspect and obtain copies at a reasonable cost, of transcripts, recordings, written statements and any other material as a condition to its use at a hearing on such charge. Such request must be made not less than twenty-four (24) hours prior to the scheduled hearing time. However, the twenty-four (24) hour provision may be waived by the City Manager in the event of extenuating circumstances.
- H. When an employee is to be interviewed in an investigation of any other employee, such interview shall be conducted in accordance with the procedure established herein.
- I. If the rights of the employee who is under investigation as provided herein have been violated, the violation shall be subject to the Grievance Procedure.

- J. All disciplinary action(s) shall be conducted within a reasonable time of the City Manager or Fire Chief becoming aware of the event or circumstances giving rise to the disciplinary action in accordance with the provisions of Article 10 of this Agreement.

## **ARTICLE 9 GRIEVANCE PROCEDURE**

### **Section 9.1 Definition and Limitation**

The term "grievance" shall mean an allegation or claim by an employee that there has been a breach, violation, misinterpretation or misapplication of this Agreement. The grievance procedure shall not be used to effect changes in this Agreement or to determine or establish department rules as that term is defined in this Agreement.

### **Section 9.2 Grievance Procedure Sole Method of Redress of Grievances**

This grievance procedure constitutes the only method of resolving grievances covered by this Agreement.

This grievance procedure is a formal mechanism intended to assure that grievances that may develop in the day-to-day activities of public service are promptly heard and answered, and that appropriate action, if necessary, is taken to correct a particular situation.

### **Section 9.3 Procedural Limitations**

All grievances must be processed at the proper step in the progression in order to be considered at subsequent steps.

Any employee may withdraw a grievance at any point by submitting a written statement to that effect, or by permitting the time requirements at any step to lapse.

The time limits provided for herein are to be strictly adhered to and may be waived and/or otherwise extended only upon mutual consent of the parties, provided however, that any grievance not answered by the City within the required time limits may be advanced by the employee to the next step in the grievance procedure.

### **Section 9.4 Procedure for Employees and the Union**

The following steps shall be followed in the processing of a grievance:

#### **Step 1:**

In order for a grievance to receive consideration under this grievance procedure, the employee must file his grievance in writing with the Fire Chief within thirty (30) days of when the employee knew or reasonably should have known of the event or circumstances giving rise to the grievance. The Fire Chief, or his designated representative, shall respond in writing to the grievance within fourteen (14) calendar days after his receipt of it and shall copy the Union President.

#### **Step 2:**

If the grievance remains unsettled following Step 1, the employee, may within seven (7) calendar days of the response from the Fire Chief, appeal it in writing to the City Manager. The City Manager, or his designated representative, may schedule a meeting between the



parties, shall respond to the grievance in writing within fourteen (14) calendar days after his receipt of it, and shall copy the Union President.

**Step 3:**

Should any grievance remain unsettled after exhausting the aforementioned procedures, either party may request arbitration within twenty one (21) calendar days after the date of the City Manager's response in Step 2 by giving written notice to the other party. In no event shall such a request exceed the twenty one (21) calendar day time limit hereto, except by mutual consent of the parties.

Within fourteen (14) calendar days following the request for arbitration, either party may request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) impartial arbitrators. The parties shall meet to select an arbitrator within fourteen (14) calendar days after receipt of said list. At any time, the parties may mutually agree to an arbitrator.

The parties shall select a single arbitrator from such list via the alternate striking of names method (the toss of a coin to be used to determine who shall strike first) and alternate in this manner until one (1) name remains on the list who shall be the arbitrator.

**Section 9.5 Arbitrator: Methods and Limits of Authority**

The decision of the arbitrator shall be final and binding upon the employee, the City and the Union. The arbitrator shall have no power to rule contrary to, amend, add to, modify, change or to eliminate any provision of this Agreement. The arbitrator shall expressly confine himself to the precise issue submitted for arbitration and shall have no authority to make an award on any issue not submitted to arbitration. The arbitrator's decision and award shall be in writing and delivered at a time mutually agreed to by the City and the Union.

**Section 9.6 City's Right to Arbitration Hearing**

The City shall have the right to submit to arbitration any breach, violation, misinterpretation, or misapplication of this agreement by the Union that it is unable to resolve with the local Union officers, or to seek other legal redress as it desires.

**Section 9.7 Expenses of Arbitrator**

The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. In the event the grievance is settled prior to the arbitration hearing, and the arbitrator charges a cancellation fee, that fee will be split equally between the City and the Union.

**Section 9.8 Information Required in Grievances**

All grievances shall contain the following information (when relevant) to be considered:

- A. Aggrieved employee's name and signature.
- B. Aggrieved employee's classification.
- C. Date grievance was filed in writing.
- D. Date and time incident giving rise to the grievance occurred.
- E. Where incident giving rise to the grievance occurred.

F. Description of incident giving rise to the grievance.

G. Articles and sections of agreement violated.

H. Requested remedy to resolve grievance.

### **Section 9.9 Resignation Permitted**

Any employee, whose suspension, reduction, demotion or discharge is sought for any reason other than a criminal violation, may resign at any time prior to the decision of the arbitrator. The employee's employment file as it pertains to the resignation shall show only that he resigned on his own accord. Upon request, a copy of the employment file shall be furnished to him. If such a resignation occurs, the employee shall be deemed to be the party losing the grievance for the purpose of bearing the fees and expenses of the arbitrator and the cost of the hearing room, if any.

## **ARTICLE 10 DISCIPLINARY PROCEDURES**

### **Section 10.1 Limits on Suspensions, Demotions or Dismissals**

No employee shall be suspended, demoted or dismissed from duty without first being afforded the opportunity for a meeting before the City Manager or his designee as provided in Sub-article 10.2, except where it is necessary to immediately relieve the employee from duty due to gross misconduct affecting the safety or welfare of other employees and/or the City/community at large.

When an employee has been relieved without a meeting, the employee shall be afforded a meeting within seventy-two (72) hours, excluding Saturdays, Sundays and holidays. The employee's pay status for the days which he was relieved from duty shall be determined at the meeting.

### **Section 10.2 Procedure in Serious Cases**

When an employee is to be charged in a disciplinary meeting with a violation that is likely to result in the employee receiving a suspension, demotion or dismissal, the following shall apply:

- A. The employee shall be given a notice five (5) calendar days in advance of the disciplinary meeting and that notice shall advise the employee of the general nature of the suspected violation.
- B. The employee shall be advised in the notice of his right to be represented by a Union representative at such meeting.

Any suspension, demotion or dismissal may only be appealed through the grievance procedure as provided for in this Agreement.

### **Section 10.3 Reprimands**

When it becomes necessary to reprimand an employee, it shall be done with discretion in a manner so as not to unreasonably cause public embarrassment to the employee.

When it becomes necessary to verbally counsel an employee, the employee shall be made

aware that a record of such counseling is being maintained in the employee's employment file.

The employee shall be provided with a copy of any record of counseling or reprimand entered in the employee's employment file. The employee shall acknowledge receipt of the same by signing and dating the original copy of such record.

## **ARTICLE 11 PERSONAL SERVICE RECORDS**

### **Section 11.1 Closure of Items Related to Discipline**

Any employee shall be permitted to review his personal service records and may receive a copy of any item in his file at a nominal fee to cover the cost of duplication. The City shall not suffer a loss of the employee's services as a result of this activity. For the purpose of disciplinary action an employee's personal service record shall be marked closed in accordance with the following schedule:

- A. Any reprimand shall be closed from the record after one (1) year from the date of the reprimand, providing there is no intervening disciplinary action during the one (1) year period.
- B. Any suspension of less than thirty (30) days shall be closed from the record after a period of two (2) years, providing there is no intervening disciplinary action during the two (2) year period.
- C. Any suspension of thirty (30) days or more shall be closed from the record after three (3) years, provided there is no intervening disciplinary action during the three (3) year period.

### **Section 11.2 Promotion**

Disciplinary action(s) shall be considered for promotion if it occurred within the previous three (3) years of the application due date.

## **ARTICLE 12 WORK RULES**

### **Section 12.1 City's Right to Promulgate Rules**

The Union recognizes that the City, or its designated representative, in order to carry out its mandates, goals and rights, has the right to determine and establish reasonable work rules, regulations, policies, procedures and directives consistent with conduct of the City's services and programs.

### **Section 12.2 Rules to be Interpreted Uniformly**

Work rules shall be interpreted and applied uniformly to all employees under similar circumstances.

### **Section 12.3 Copies of New Rules to be Provided**

Copies of changes in work rules and newly established work rules shall be provided to the Union



six (6) calendar days before they are to take effect, except during emergency situations.

#### **Section 12.4 Complaints About Non-Uniform Application of Rules**

Any complaint involving the uniform application of work rules or any complaint involving a conflict between the terms of this Agreement and work rules may be resolved through the grievance procedure.

#### **Section 12.5 Employees to Observe Rules**

This Article shall not be interpreted in any manner to relieve an employee of his responsibility to follow established rules and procedures necessary to preserve the good order and discipline of the department, whether or not such rules and procedures have been reduced to writing. Employees shall have been informed of all written work rules in existence upon becoming members of the bargaining unit.

### **ARTICLE 13 SENIORITY AND RELATED MATTERS**

#### **Section 13.1 Computation of Seniority**

Except as otherwise specifically provided herein, seniority shall be computed on an employee's uninterrupted length of continuous service in the department. Continuous service shall be broken by; resignation, discharge, retirement, failure to report for work when recalled from layoff in accordance with Article 14 herein, failure to return from an authorized leave of absence in accordance with Article 16 herein, or is absent without leave for one (1) day or more. Employees with the same employment date shall be assigned to the seniority list in order of their ranking on the Civil Service certified eligibility list.

#### **Section 13.2 Fire Fighter Trainee**

As soon as practicable, all newly hired trainees in the department shall complete the State of Ohio Fire Fighter I & II courses and shall do so prior to becoming a Probationary Fire Fighter. A trainee who has successfully completed the training courses shall be classified as a Fire Fighter Probationary, at which time he shall begin a one (1) year probationary period. The maximum combined trainee and probationary period shall not exceed eighteen (18) months from the date of employment. At any time prior to, during, or at the conclusion of the probationary period, the employee/trainee shall be governed by the provisions of Article 4, Sub-article 4.4 of this Agreement.

#### **Section 13.3 Probationary Period**

Newly appointed Fire Fighters, shall serve a probationary period of one (1) year. They shall have no seniority during their probationary period, but upon completion of the probationary period, their seniority date shall be the original hire date. Fire Fighters who have worked one (1) year shall be known as permanent full-time employees and the probationary period shall be considered as part of their seniority time for the purpose of determining their entitlement to all fringe benefits, and their continuous service date. Unpaid absence from work for any reason shall not be included in calculating an employee's one (1) year probationary period.

### **Section 13.4 Time Spent on Authorized Unpaid Leave of Absence or Layoff**

Time spent on unpaid leave of absence or lay-off is not to be counted in determining length of service for purposes of seniority, longevity, and other matters where tenure is a factor.

### **Section 13.5 Time Spent on Authorized Paid Leave of Absence**

Any paid time off, to which an employee is entitled as a matter or right under and in accordance with the applicable provisions of this Agreement, shall be considered as time worked for the purposes of seniority, longevity, and other matters where tenure is a factor.

### **Section 13.6 US SERA**

The provision of US SERA shall supersede Article 13 of this agreement, for personnel serving in the military.

## **ARTICLE 14 LAYOFF AND RECALL PROCEDURES**

### **Section 14.1 General**

When the City determines that a reduction in work force or job abolishment is necessary, through a lack of work or funds, or for causes other than those that are disciplinary in nature, employees shall be laid off in accordance with the provisions of this Article.

In the event of a long term layoff, employees shall be notified fourteen (14) calendar days in advance of the effective date of the layoff. Any employee laid-off more than three (3) calendar days and less than thirty (30) calendar days shall be notified five (5) calendar days in advance of the lay-off.

For the purposes of this section, long term lay-off shall be defined as an anticipated lay-off exceeding thirty (30) calendar days. A short term lay-off shall be defined as any lay-off up to three (3) calendar days.

### **Section 14.2 Layoffs**

In the event of a layoff, whether long or short term, employees will be laid off in accordance with their department seniority, regardless of rank (last hired, first laid off). Any regularly scheduled part-time shift will be eliminated prior to any layoff of a bargaining unit employee.

### **Section 14.3 No New Hire Before Recall**

No new employee may be hired to fill a position while an employee qualified to fill the position is on layoff, unless such laid off employee refuses a recall to the position to be filled or fails to respond to a recall notice in a timely manner.

### **Section 14.4 Recall Period**

Employees who are laid off are subject to recall from lay off for a period of two (2) years.

### **Section 14.5 Active Military Service Period**

If an employee laid off as described in this Article enters into full-time active military service of the U.S., the period such employee serves therein shall not be considered in the determination of the two (2) years within which such recall shall be made.



### **Section 14.6 Priority of Recall**

A recall from lay off shall be based on departmental seniority (last laid off, first recalled). Notice of recall from a long term lay off shall be by certified or registered mail. The City shall be deemed to have fulfilled its obligations by mailing the recall notice to the last mailing address provided by the employee.

### **Section 14.7 Response Time to Recall Notices**

In the case of long term lay off, the employee shall have ten (10) calendar days following the date of mailing the recall notice to notify the City of his intention to return to work, and shall have fourteen (14) calendar days following notification to the City of his intent to return to work in which to report for duty, unless a different day for returning to work is otherwise mutually agreed in writing.

### **Section 14.8 Minimum Staffing**

The City agrees to maintain one (1) - twenty-four (24) hour full time fire fighter or officer at each station at all times subject to the provisions of Article 24 of this Agreement. The City agrees to maintain a minimum of two (2) cross-trained (Fire Fighter/EMT) personnel at each station. Both parties further agree to maintain paramedic service at each station for first response.

## **ARTICLE 15 PROMOTIONS**

### **Section 15.1 General**

Promotions within the Department shall be in accordance with local Civil Service statutory requirements and as may be amended from time-to-time.

## **ARTICLE 16 LEAVES OF ABSENCE**

### **Section 16.1 General**

- A. **Authorization of Leave** -The authorization of a leave of absence without pay is a matter of administrative discretion. The City shall decide in each individual case if a leave of absence is to be granted, within the limitations of this Agreement, and in accordance with the family medical leave act (FMLA) or other such prevailing statutory authority.
- B. **Sick Leave Credit and Vacation Credit**-An employee on leave of absence without pay does not earn sick leave or vacation credit. However, the time spent on authorized paid leave of absence is to be counted in determining length of service for purpose of extended vacation eligibility and other purposes where seniority is a factor.
- C. **Falsification of Leave** -Any leave of absence obtained through false representation, deceit, or fraud shall be cause for immediate discipline. Leaves of absences will not be granted for the purpose of working elsewhere, which includes self-employment.

- D. **Reinstatement From Leave** - Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. Any replacement in the position while an employee is on leave is to be on a temporary basis.

### **Section 16.2 Military Leave**

The parties agree that military leave and pay shall be administered in accordance with applicable law.

### **Section 16.3 Disability Separation**

- A. If any employee having an extended illness or injury exhausts all accumulated sick days, vacation days, and compensatory time, he may submit a written request to the City Manager for approval by City Council for extended sick pay benefits. The employee's prior work record with regard to usage of sick days and his seniority, along with work evaluations, will be taken into account in determining eligibility for such extension, and the duration of the extension. In the event the requested extension is denied, the employee shall be placed on disability separation, (leave of absence without pay). If extended sick pay is approved, the employee will then carry a negative sick leave balance equal to the amount of days off. When the employee returns to work the negative balance shall be reduced by the sick leave accumulation earned by the employee. However, in the event the employee does not return to active duty or is permanently separated from employment with the City prior to such negative sick leave balance being repaid in full to the City, the employee shall be financially liable to the City for any such negative sick leave balance not so repaid.
- B. When an employee has depleted all sick leave benefits, then the employee shall be placed on disability separation.
- C. An employee given disability separation shall have the right to reinstatement, within twelve (12) months after having been given a disability separation, to a position in the classification the employee held at time of separation. If the classification the employee held at time of separation no longer exists or no longer is utilized by the City, the employee shall be placed in a similar classification. If no similar classification exists, the employee may be laid off.
- D. Any appointment to a position vacated by disability separation will be on a temporary basis, and the person accepting such position must be made aware of its temporary nature.
- E. Should an employee returning from disability separation be reinstated to another position, the position held by the employee temporarily assigned shall be permanently filled in accordance with local Civil Service rules. The temporarily assigned employee shall be considered, in line with seniority, for all vacancies for which he otherwise qualifies.
- F. Any request for reinstatement following a disability separation shall occur no later than twelve (12) months following the disability separation and shall be in writing.



### **16.3.1 Request for Reinstatement-Medical Documentation**

An employee requesting reinstatement from a disability separation shall be eligible for reinstatement after presenting the City an application for reinstatement, at least fourteen (14) days in advance of the date the employee wishes to be reinstated, with medical documentation evidencing the following:

1. that a physician has reviewed the essential functions of the job,
2. that the employee is able to perform the essential functions of the job with or without reasonable accommodation,
3. that if the employee requires reasonable accommodation, exactly what the accommodation shall be, and,
4. that the employee does not pose a direct threat to health or safety of the employee or others.

The cost of providing this medical documentation shall be borne by the employee.

The City shall, upon written request of the employee seeking reinstatement, provide to the employee a detailed list of the essential functions of the job.

The employee shall not be required to disclose the existence or the severity of any disability(ies) he may suffer from. However, if the employee is seeking reasonable accommodation for a disability, he shall identify the accommodation needed in his application for reinstatement.

The City reserves the right to determine the reasonableness of any special accommodation sought, and the right to deny reinstatement if the City determines that the accommodation is unreasonable.

Failure to disclose any accommodation needed for a disability in the application for reinstatement shall be grounds for disciplinary action, including dismissal.

### **16.3.2 Medical Examination by City**

Within seven (7) days of receipt of a complete application for reinstatement, the City shall do one of two things:

1. Reinstatement the employee to his position, as set forth above in this Article, or
2. Advise the employee in writing that an additional examination is required. This additional examination prior to returning to service shall be used to determine:
  - a) if the employee is able to perform the essential functions of the job with or without reasonable accommodation, and/or,
  - b) if the employee requires reasonable accommodation, exactly what the accommodation shall be, and/or,
  - c) if the employee poses a direct threat to health or safety of the employee or others.

The cost of providing this additional examination shall be borne by the

City. The City shall provide to its physician and to the employee a detailed list of the essential functions of the job.

The examination must be job and condition related only, and will not necessarily be a full physical examination.

The employee shall not be required to disclose the existence or the severity of any disability(ies) he may suffer from. However, if the

employee is seeking reasonable accommodation for a disability, he shall identify the accommodation needed to the City's physician.

If the employee is found to be able to perform the essential functions of the job without special accommodation, the physician shall report this to the City and the employee shall be reinstated to his position within seven (7) days of the receipt of the physician's report by the City.

If the employee is found to be able to perform the essential functions of the job but only with the use of special accommodations, the physician shall report this to the City and shall indicate exactly what special accommodations are required. The City shall then determine whether the accommodations are reasonable and shall;

1. Reinstatement the employee to his position, as set forth above in this Article, or,
2. Advise the employee in writing that he shall not be reinstated. If the employee is found to be unable to perform the essential functions of the job with or without special accommodation, the physician shall report this to the City and the City shall advise the employee in writing that he shall not be reinstated.

### **16.3.3 Failure to be Reinstated**

An employee who fails to apply for reinstatement or is not found to be fit for reinstatement after proper application and examination shall be ineligible for reinstatement and shall be deemed as permanently separated from service as of the date on which the employee was given a disability separation.

### **16.3.4 Appeals on Failure to Reinstatement**

If an employee is not reinstated pursuant to the procedures outlined above, he may appeal in writing to the City within ten (10) days of receiving notice from the City that he is not to be reinstated.

The following procedures shall then apply. The City and Union shall jointly ask their respective physicians to select a neutral, third licensed medical doctor to examine the employee. This additional examination shall be used to determine:

1. if the employee is able to perform the essential functions of the job with or without reasonable accommodation, and/or
2. if the employee requires reasonable accommodation, exactly what the accommodation shall be, and/or,



3. if the employee poses a direct threat to health or safety of the employee or others.

The cost of providing this additional examination shall be borne by the party against whom the medical doctor rules, and shall include any fees charged by the original two (2) physicians in setting up this third medical review.

The City shall provide the medical doctor and the Union a detailed list of the essential functions of the job.

The examination must be job and condition related only, and will not necessarily be a full physical examination.

The employee shall not be required to disclose the existence or the severity of any disability(ies) he may suffer from. However, if the employee is seeking reasonable accommodation for a disability, he shall identify the accommodation needed to the medical doctor.

If the employee is found to be able to perform the essential functions of the job without special accommodation the medical doctor shall report this to the City, and the employee shall be reinstated to his position within seven (7) days of the receipt of the medical doctor's report by the City, and the Union shall be determined to be the prevailing party for purposes of determining who shall pay the medical doctor and physician's fees.

If the employee is found to be able to perform the essential functions of the job but only with the use of special accommodations, the medical doctor shall report this to the City, and shall indicate exactly what special accommodations are required. Each party shall share equally in the medical doctor's fees and shall bear the cost of their own physician's fees. The City shall then determine whether the accommodations are reasonable and shall either:

1. Reinstatement the employee to his position, as set forth above in this Article, or
2. Advise the employee in writing that he shall not be reinstated.
3. If the employee is found to be unable to perform the essential functions of the job with or without special accommodation the medical doctor shall report this to the City, and the City shall advise the employee in writing that he shall not be reinstated. The City shall be determined to be the prevailing party and the Union shall pay the cost of the medical doctor and physician's fees.

Prior to being examined by the City's physician, and by the third medical doctor, the employee shall sign a release form authorizing the relevant medical doctor or physician to release his opinion as required under these procedures.

If, at any stage in this process, the City determines that the cost of accommodating an employee's disability is unreasonable, the employee may appeal this determination through the grievance procedure.

#### **16.3.5 Abuse of Disability Separation**

An act of an employee, who has been given a disability separation, which is determined by the City Manager to be inconsistent with the employee's disabling illness or injury, may render the employee ineligible for reinstatement.

#### **Section 16.4 Court Leave During Regularly Scheduled Work Hours**

- A. Court leave with pay will be granted to a full time employee who is subpoenaed and required to appear for any court or jury duty by the United States, the State of Ohio or a political subdivision. Court leave with pay will be granted to any employee subpoenaed and required to appear as a plaintiff, witness, or defendant in any criminal or civil matter.
- B. Employees shall notify the Fire Chief or his designee as early as possible, but no later than one (1) week prior to the court date. If a one (1) week notice is not feasible, then employees shall notify the Fire Chief or his designee as soon as they receive the notice to appear.
- C. Employees shall honor any subpoena issued to them, including those for Worker's Compensation, Unemployment Compensation, Personnel Board of Review, and Napoleon City Civil Service Commission hearings.
- D. Employees are expected to report for work if, after court or jury duty responsibilities are met, two (2) hours or more of the employee's regularly scheduled shift remains.
- E. All moneys received as compensation, unless jury duty was served totally outside of regular working hours, shall be turned over to the City.
- F. Employees will not be entitled to court leave when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, or appearing as directed with juvenile, etc. These absences would be leave without pay or vacation or may be charged to the employee's other accumulated compensable time.

#### **Section 16.5 Personal Leave**

Any personal leave of absence requested must be submitted to the Fire Chief and approved by the City Manager or his designated representative at least three (3) working days prior to the start of such leave.

Personal leaves of absences shall be without pay and fringe benefits. Personal leave of absence, if approved, shall not exceed thirty (30) day intervals, and shall be granted or denied at the discretion of the City Manager or his designated representative.

#### **Section 16.6 Physical Examination**

The City may require all employees to take an annual examination, supervised by a physician, to determine their physical and mental capabilities to perform the job. If determined incapable of doing so as a result of such examination, an employee shall be placed on paid leave of absence. If the employee has exhausted his paid leave they shall be placed on unpaid leave of absence, or disability separation. The cost of such examinations shall be borne by the City. Any appeal of a determination of "incapable" shall follow the procedure outlined in Article 16.4.4.

The City shall only receive a fitness for duty statement and not be entitled to the employee's medical records.



## **ARTICLE 17 EXIT INTERVIEWS**

### **Section 17.1 General**

Upon an employee's resignation or retirement, he shall be afforded the opportunity for an interview with the City Manager and the Fire Chief, or their designated representatives. The purpose of this interview shall be to allow the employee to express reasons for his resignation or retirement and his views on the operation of the department.

## **ARTICLE 18 SAFETY AND WELFARE**

### **Section 18.1 Safety Policy**

The City shall make reasonable provisions for the safety, health and welfare of employees. The Union members agree to work in cooperation with the City in maintaining safety in the department.

### **Section 18.2 Safe Equipment**

The City shall furnish and maintain in good working condition, within the limits of its financial capability, the necessary tools, facilities, vehicles, supplies and equipment required for employees to safely carry out their duties. Employees are responsible for reporting unsafe conditions or practices, for avoiding negligence, and for properly using and caring for tools, facilities, vehicles, supplies and equipment provided by the City. The City may require an employee to restore or replace any item lost or damaged due to the employee's negligence. Willful or negligent destruction of any tools, clothing, facilities, supplies or equipment shall be grounds for disciplinary action.

### **Section 18.3 Priority Items**

The purchase and maintenance of equipment paramount to safety shall take priority over all non-safety equipment.

## **ARTICLE 19 LABOR MANAGEMENT CONFERENCE**

### **Section 19.1 General**

In the interest of effective communications, a labor management conference shall be scheduled on a regular basis, unless mutually agreed otherwise by the parties.

### **Section 19.2 Special Meetings**

Either party may at any time request a special labor-management conference. Such request shall be made in writing and be presented to the other party not less than five (5) calendar days in advance of the requested meeting date. The request shall include an agenda of items the party wishes to discuss and the name of those representatives who will be attending. A special labor-management conference shall be scheduled within ten (10) days of the requested meeting date unless mutually agreed otherwise by the parties.

### **Section 19.3 Purpose of Meeting(s)**

The purpose of any such labor-management conference shall be limited to:

- A. Discuss the administration of this Agreement.
- B. Notify the Union of changes made by the City which affect the bargaining unit members.
- C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties.
- D. Disseminate general information of interest to the parties.
- E. Give the Union representatives the opportunity to share the views of their members or make suggestions on subjects of interest to their members.
- F. Discuss ways to increase productivity and improve efficiency.
- G. Consider and discuss health and safety matters relating to bargaining unit members.

### **Section 19.4 Representatives in Attendance**

There shall be no more than four (4) representatives for each party in attendance at the Labor Management Conference.

### **Section 19.5 Limits of Purposes of Meetings**

Such conferences are not intended to be negotiations sessions to effect changes in the Agreement, nor is either party obligated to act upon any issue raised at such conferences.

## **ARTICLE 20 UNEMPLOYMENT COMPENSATION**

### **Section 20.1 General**

Employees shall be provided unemployment compensation coverage to the extent required by law.

## **ARTICLE 21 PENSION FUND**

### **Section 21.1 General**

Employees shall be provided coverage under the Ohio Police and Fire Pension Fund.

## **ARTICLE 22 SEVERANCE PAY**

### **Section 22.1 General**

Upon retirement, death, resignation or discharge, employees shall be paid for all accumulated but unpaid vacation, holidays, regular pay, overtime pay and compensatory time due and owed to them as of their last date of employment. In case of death, such payments shall be made to the employee's estate or designated survivor.



## **ARTICLE 23 HOURS OF WORK**

### **Section 23.1 General**

Each bargaining unit employee's normal work schedule will consist of an average work week of fifty (50) hours per week or approximately 2,600 work hours per year. This will be accomplished for all employees by scheduling one (1) - twenty-four (24) hour workday off each twenty-eight (28) day period. The 28-day period will start on 02/04/14.

### **Section 23.2 Swing Shift Fire Fighter**

When there are three (3) or more personnel assigned to a shift one person may be designated as a swing shift fire fighter. The swing shift fire fighters shall be required to fill vacancies due to any paid or unpaid time off, at the City's discretion with a minimum forty-eight (48) hour notice. The swing-shift fire fighters can exempt themselves from filling an unscheduled vacancy provided they give three (3) days' notice to the Fire Chief of any specific twenty-four (24) hour period otherwise they will fill the vacancy to help minimize overtime pay. The swing-shift Fire Fighters shall work an average of one hundred (100) hours per bi-weekly period but shall receive compensatory time only for all hours worked above the one hundred (100) hours of work per bi-weekly period or for all hours that exceed the two hundred twelve (212) hours in a twenty-eight (28) day cycle.

The swing-shift Fire Fighters shall be permitted to accumulate two hundred forty (240) hours of compensatory time. Any compensatory time accumulated above this amount shall be paid at the employee's current rate of pay. The swing shift Fire Fighters may schedule his compensatory time off with advance approval of the Fire Chief, or his designated representative. If the employee's compensatory time bank exceeds one hundred sixty-eight (168) hours, the Fire Chief, or his designated representative, may schedule the employee's compensatory time off duty.

### **Section 23.3 Selection of Swing Shift Fire Fighter**

If the City requires bargaining unit members to be designated as swing-shift Fire Fighters, it shall be posted on the bulletin board each November or as necessary as a result of resignations/terminations for seven (7) calendar days, at which time bargaining unit members may bid on the opening. The City shall review the bids and assign the positions to the bargaining unit members having the most seniority. If no bids are received, the assignments shall go to the bargaining unit members having the least seniority. Eligibility for this position pertains only to the rank of Fire Fighter and below.

### **Section 23.4 Changing Work Schedule**

This article is intended to define the normal hours of work in effect at the time of execution of this agreement and shall not be interpreted as precluding the employer from restructuring the work schedule for the purpose of promoting efficiency or improving services. However, any such anticipated planned restructuring shall first be discussed with the union, at the union's request, subject to a sixty (60) day minimum notice to the union prior to the implementation of any such restructuring. The parties agree that no such restructuring shall be implemented, unless otherwise mutually agreed to, during the term of this agreement.

## **ARTICLE 24 OVERTIME**

### **Section 24.1 General**

All work performed by employees in excess of one hundred six (106) hours per bi-weekly payroll period shall be at one and one-half (1½) times his current rate of pay. When an employee is required to report back to work at a time not contiguous to his regularly scheduled work day, thus necessitating additional travel to and from work, he or she shall be guaranteed a minimum of two (2) hours pay at his overtime rate for each call back to work. **When an employee is required to report back to work at a time contiguous to their regularly scheduled work day, they shall be paid for the actual time worked only.**

For purposes of this section, the term "Report Back" shall be defined as the specific and actual time that the employee returns to work only.

Twenty-four (24) hour shift employees will be given first opportunity to fill the overtime positions to satisfy minimum manning. This does not include parades, festivals, fairs, athletic events, funerals and ceremonies.

### **Section 24.2 Pyramiding or Duplication of Overtime**

There shall be no pyramiding or duplication of any overtime compensation under this Article or any provision of this Agreement. Pyramiding means not being paid for the same time period worked that has already been paid.

## **ARTICLE 25 RESIDENCY REQUIREMENT**

### **Section 25.1 General**

All bargaining unit members are required to reside within Henry, Defiance, Williams, Fulton, Lucas, Wood, Putnam or Hancock Counties in Ohio within 90 days immediately following the completion of their probationary period. The City Manager will make reasonable determination of the residency utilizing the following factors among others: the physical location where the employee has telephone service, the physical location where the employee entertains friends, eats meals, and maintains furniture and clothes, and the physical location where residency is declared as such by the employee on his or her voter registration.

## **ARTICLE 26 COMPENSATORY TIME**

### **Section 26.1 Option for Overtime Pay**

Employees shall have the option of overtime pay or compensatory time off in lieu of overtime pay for hours worked in an overtime status.

### **Section 26.2 Procedures for Crediting Compensatory Time**

All requests for credit of compensatory time must be submitted in writing during the pay period in which the overtime was worked. Compensatory time shall be credited at the rate of one and one-half (1½), hours for each hour of authorized overtime worked.



### **Section 26.3 Approvals for Use Required**

Compensatory time shall be subject to a minimum notice of three (3) days to the Fire Chief, or his designee for approval. Exceptions to minimum notice may be permitted if no schedule change is needed to accommodate such exceptions, or for exceptional circumstances subject to the approval of the Fire Chief or his designee. Not less than two (2) hours of compensatory time shall be taken on any one (1) day. No more than ninety-six (96) hours of compensatory time may be accumulated, except as provided in Sub-article 23.2.

### **Section 26.4 Limits on Use with Respect to Creating Overtime**

Taking of compensatory time off shall not be permitted if payment of overtime to another employee would be necessary in order to have the time off, unless otherwise approved by the Fire Chief. Conditions must be annotated on leave application.

### **Section 26.5 Conversion to Overtime Pay**

Any employee shall be permitted to transform accumulated compensatory hours into payment, in minimum blocks of eight (8) hours or less if ending balance is zero, upon twenty-eight (28) days' notice to the Payroll Department of the City. The twenty-eight (28) day notice requirement shall be waived in the case of termination of employment with the City or promotion to a position outside the bargaining unit.

## **ARTICLE 27 ACTING TIME**

### **Section 27.1 Pay Rate**

When the City determines it necessary to temporarily assign an employee to work in a higher classification, said employee shall be eligible to receive a rate of pay one dollar (\$1.00) per hour, for the shift, above that which they usually receive. The priorities for selecting the officer will be those with first priority to Fire Officer I & II certification, second priority Civil Service promotional ranking, and third priority seniority. Only on duty personnel will be used in an acting role.

Employee shall serve in the acting role until relieved by a permanent officer.

### **Section 27.2 Required Duties**

The employee must be assigned to and must perform functions that are normally performed by the higher classification replaced in order to receive compensation for that time period in accordance with the following.

If an infraction of the Department's Rules and Regulations occurs while an employee acting as a higher authority is in charge, which may require disciplinary action, the employee acting as the higher authority shall:

- A. Inform the involved employee of the specific nature of the infraction, and
- B. Forward a complete report to the Fire Chief.
- C. Take whatever action is necessary to correct and/or relieve the situation at that time. Any disciplinary action as a result of such employee infractions shall be imposed only by and at the discretion of the City Manager. If an infraction occurs while an employee acting as

a higher authority is in charge, which necessitates that an employee be relieved from duty due to gross misconduct affecting the safety and welfare of the City, other employees, or other City workers, or the community at large, the employee acting as a higher authority will relieve the employee from duty immediately, contact the Fire Chief, and shall prepare and forward copies of a complete report of the incident to the Fire Chief.

## **ARTICLE 28 TRADE DAYS OFF**

### **Section 28.1 General**

Employees may be allowed to trade days off with other qualified employees when such trade does not interfere with the operations of the department or create any additional cost to the City.

All requests to trade days off shall be subject to the advance approval of the Fire Chief or his designee. The Fire Chief shall establish the method and procedures for requesting and recording the exchange of days off.

## **ARTICLE 29 HOLIDAYS**

### **Section 29.1 Eligibility**

To become eligible for holiday pay, an employee must work the full last-scheduled work day prior to, and the full next-scheduled work day after, each of the holidays listed in Sub-article 29.4, unless the employee was unable to work because of a bona fide illness or injury documented by a physician.

### **Section 29.2 Effects on Vacations and Days Off**

When a listed holiday falls within an eligible employee's approved vacation period, he shall receive holiday pay in addition to his vacation pay. An employee who works any listed holiday shall receive 11.2 hours of holiday pay plus one and one-half (1½) times his current rate of pay for all time worked on the holiday. An employee whose day off falls on a holiday shall receive 11.2 hours of holiday pay.

### **Section 29.3 Observance Days**

The observance of a listed holiday shall be on the day of such holiday. For the purposes of this Section, the holiday starts at 7:00a.m. and ends at 7:00a.m. the day after the holiday.

### **Section 29.4 Schedule of Observed Holidays**

The following are the paid holidays observed:

- A. New Year's Day
- B. President's Day
- C. Good Friday
- D. Memorial Day



- E. July Fourth
- F. Labor Day
- G. Thanksgiving Day
- H. Christmas Day

#### **Section 29.5 Failure to Work on Scheduled Holiday**

An employee who is scheduled to work on a listed holiday and who does not report for work on that holiday shall not be entitled to holiday pay unless his reason for not reporting would ordinarily be acceptable under the sick-leave provisions in Article 31 of this Agreement.

#### **Section 29.6 Personal Holidays**

Each employee shall be entitled to four (4) personal holidays (96 hours) to be taken on any work day chosen by the employee and approved in advance by the Fire Chief or his designee. One (1) of the personal holidays may be taken in six (6) hour minimum blocks, one (1) of the personal holidays may be taken in twelve (12) hour minimum blocks. The remainder of the personal holidays shall be taken in twenty-four (24) hour blocks. Then one (1) of the twenty-four (24) hour blocks will not create overtime. When all bargaining unit members are EMT-P certified, ninety-six (96) hours may be used in six (6) hour blocks and the overtime restriction will be eliminated. Personal holidays must be taken prior to the last day of the last complete pay period of the calendar year or they will be lost and cannot be carried over.

During the first calendar year of employment, the number of personal holidays, or portion thereof, shall be prorated based upon the month in which the employee is hired. Employees hired on December 1 or later shall have no personal holidays for that year.

### **ARTICLE 30 VACATIONS**

#### **Section 30.1 Vacation Entitlement Schedule**

Employees are entitled to vacation with pay after one (1) year continuous service with the City. The amount of vacation leave to which an employee is entitled is based upon length of service as follows:

<b>Vacation Entitlement Schedule</b>		
<u>Years of Service</u>	<u>Annual Hours</u>	<u>Bi-Weekly Accrual Hours</u>
1 year	48 hours	1.85 hours
2 years to 8 years	120 hours	4.62 hours
9 years to 15 years	192 hours	7.39 hours
16 years and over	240 hours	9.23 hours

#### **Section 30.2 Scheduling of Vacations - General**

Twenty-four (24) hour shift employees may schedule their vacations from December 1st to

December 31st for the next year by seniority. No request for vacation will be unreasonably denied.

After December 31, vacations will be scheduled on a first-in-line, first-in-time basis, with a minimum ten (10) calendar day notice prior to the scheduled time off. The ten (10) day notice may be waived with the Chief's approval. Vacation requests made after December 31, shall be approved or denied and returned to the employee in seven (7) calendar days.

Vacations shall only be used in twenty-four (24) hour increments. Vacation may be used in smaller increments for education with prior approval of the Fire Chief.

### **Section 30.3 Accumulation of Unused Vacation Time**

The City may permit an employee to accumulate unused vacation time from year to year; however, no accumulation shall exceed two (2) times the employee's eligible hours. Vacation will be paid down to the maximum balance of two (2) times the employee's eligible hours, the first pay period following the employee's anniversary date.

### **Section 30.4 Lump Sum Payment of Vacation**

Any employee shall be permitted to receive cash payment for any accumulated vacation time upon a twenty-eight (28) day notice to payroll in minimum blocks of eight (8) hours or less if the ending balance is zero. (Refer to Article 22 for vacation payout upon termination).

## **ARTICLE 31 SICK LEAVE**

### **Section 31.1 Crediting of Sick Leave**

Sick leave credit shall be earned at the rate of 0.0575 hour(s) for each one (1) hour of service in active pay status, including paid vacation, overtime and sick leave up to a maximum yearly accumulation of 192 hours, but not during a leave of absence, suspension or layoff. Unused sick leave shall accumulate to a maximum of 3,600 hours.

### **Section 31.2 Illness Beyond Credited Leave Period**

If illness or disability continues beyond the time covered by earned sick leave, an employee may be granted a disability separation or a personal leave in accordance with this Agreement.

#### **31.2.1 Charging of Sick Leave**

Sick leave shall be charged in minimum units of one (1) hour. An employee shall be charged for such leave only for days upon which he would otherwise have been scheduled to work. Sick leave pay shall not exceed the normal scheduled work-day or work-week earnings.

### **Section 31.3 Uses of Sick Leave**

Sick leave shall be granted to an employee only upon approval of the City, or its designated representative, and for the following reasons:

- A. Illness or injury of the employee or a member of his immediate family. (In the case of a member of the immediate family not living in the same household, the City may credit sick leave if it determines there is justification to do so and may thoroughly investigate



that case).

- B. Affliction of a member of the employee's immediate family with a contagious disease requiring the care and attendance of the employee, or when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others.
- C. Pregnancy and/or childbirth and other conditions related thereto. For the purpose of this Article, the term "immediate family" shall be limited to the employee's father, mother, spouse, child, or stepchild in residence. The "immediate family" illness provision shall be for a period of time not to exceed three (3) working days to enable the employee to secure other arrangements for the care of his "immediate family" member, except as may be approved by the City Manager in unusual and exceptional circumstances.

#### **Section 31.4 Evidence Required for Sick Leave Usage**

Any employee requesting sick leave shall be required to furnish a satisfactory written signed statement to justify the use of sick leave.

If medical attention is required, a certificate stating the nature of the illness from a physician shall be required to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate may be grounds for disciplinary action including dismissal.

#### **Section 31.5 Notification by Employee**

When an employee is unable to report to work, he shall notify the Fire Chief or his designated representative, one (1) hour before the time he is scheduled to report to work on each day of absence, unless emergency conditions make it impossible, or other arrangements have been made in advance with the supervisor.

#### **Section 31.6 Abuse of Sick Leave**

Employees failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud will result in denial of pay to cover the day(s) in question and may result in disciplinary action up to and including dismissal. If pay has been received for sick leave for which there was no entitlement, the City shall have the right to recover from the employee any money wrongly paid.

Sick pay is not to be made to any employee as a result of any action within the control of the employee such as intentional self-inflicted wounds, use of drugs, or alcoholic beverages, while committing a felony, or other criminal action. This provision shall not apply to sick leave used for the purposes of bona fide drug treatment, alcohol treatment or mental health treatment programs.

#### **Section 31.7 Physician Statement**

Employees on sick leave on more than two (2) consecutive working days shall be required to furnish a certificate from a physician notifying the City that the employee is unable to perform the job, and shall present a like certificate from a physician upon the employee's return to work indicating his fitness and ability to perform the job.

In addition, employees shall also be required to furnish a certificate from a physician for each illness of less than three (3) days duration, for each occasion which exceeds any one of the following calendar year limits:

Two (2) occasions per employee for the employee's illness, for which no physician's certificate was presented, or,

Two (2) occasions per family member, for which no physician's certificate was presented, or,

Four (4) occasions in total per calendar year, for which no physician's certificate was presented.

Exceptions may be made to the limits listed above in certain circumstances, and only upon advance written approval of the Fire Chief and the City Manager.

Employees may be required to furnish a certificate from a physician for each illness of less than three (3) days duration, for each occasion which is less than any one of the calendar year limits shown above, if the City has reasonable suspicion that sick leave abuse is occurring or will occur.

Where sick leave is requested to care for a member of the immediate family, the City may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person.

#### **Section 31.8 Physical Examination**

The City may require an employee to take an examination, conducted by a physician, to determine the employee's physical or mental capability to perform the job. If determined incapable of doing so as a result of such examination, the employee may be placed on paid leave of absence, unpaid leave of absence, or disability separation. The cost of such examination shall be paid by the City. Further appeal of the determination shall follow the procedure outlined in Article 16.4.4.

#### **Section 31.9 Payment on Death or Retirement**

Any employee who retires after ten (10) years of continuous service with the City, or who dies in service after five (5) years of continuous service with the City, shall be compensated for accumulated, but unused, sick leave at the time of retirement or death in the form of a lump-sum payment in the following manner:

A. One (1) hour of pay for every four (4) hours of accumulated, but unused, sick leave.

The death benefit payment shall be made to the beneficiary designated by the employee in writing on a form provided by the City. In the event that there is no such valid designation, the payment shall be made to the employee's estate upon application of the legal representative thereof.

#### **Section 31.10 Sick Leave Conversion**

An employee with a sick leave balance of more than nine hundred sixty (960) hours may use a portion of his sick leave in excess of the nine hundred sixty (960) hours as vacation time off by converting three (3) hours of sick leave for one (1) hour of vacation time. An employee may so convert up to a maximum of one hundred forty-four (144) hours of sick leave per calendar year. However, such conversion shall not be permitted if payment of overtime to another employee would be necessary in order for the employee to take vacation time off, unless otherwise approved by the Fire Chief. Conditions must be annotated on leave application.



Employees have option of pay out at three (3) to one (1) per calendar year when sick leave balance is in excess of nine hundred sixty (960) hours.

## **ARTICLE 32 BEREAVEMENT LEAVE**

### **Section 32.1 General**

An employee shall be granted a leave of absence with pay to attend the funeral of a member of his immediate family. Such leave of absence shall be granted between the date of death and the first scheduled shift after the funeral, not to exceed one (1)-twenty-four (24) hour shift, and shall not be charged against the employee's accumulated sick leave.

### **Section 32.2 Notification Requirements**

The employee shall notify the Fire Chief, or his designated representative, of the purpose of his absence not later than one (1) hour prior to his scheduled starting time on his first day of such absence from scheduled duty. The employee may be asked to provide the Fire Chief verification of the death, relationship and funeral date.

### **Section 32.3 Immediate Family Defined**

Immediate family shall be defined as the employee's grandparents, brother, sister, father, father-in-law, mother, mother-in-law, spouse, child, stepchild, grandchild, or legal guardian or other person who stands in place of a parent.

### **Section 32.4 Leave for Other Family Funerals**

An employee shall be granted a one (1) day leave of absence with pay to attend the funeral of the employee's spouse's brother, sister and grandparents, or the employee's son-in-law, daughter-in-law, aunt and uncle, subject to the provisions of Sub-article 32.2 of this Article.

### **Section 32.5 Other Bereavement**

If any other relative of an employee dies, the employee may be excused without pay or may utilize vacation, comp time, Kelly day or holiday leave on the day of the funeral all at the discretion of the Fire Chief.

## **ARTICLE 33 INJURY LEAVE**

### **Section 33.1 Procedure After Injury**

Any employee who suffers an injury received in the course of and arising out of his employment or who contracts an occupational disease in the course of his employment and is determined to be temporarily totally disabled by the Ohio Bureau of Workers' Compensation as a result of such injury or occupational disease, shall be entitled to injury leave, according to the following plan:

Employee reports injury to their supervisor within 24 hours or as soon as practical Employee seeks medical treatment from Henry County Hospital or a medical provider certified with the Ohio Bureau of Workers' Compensation. Employee completes all necessary paperwork. (see below)

## **A. Wage Continuation**

If it is determined that the injury requires the employee to be off work Wage Continuation (regular wages) shall be granted by the Department of Human Resources for up to 90 calendar days, which can be extended with permission from the City Manager. Wage Continuation qualifications are as follows:

The injury or illness must be determined to be compensable by the City of Napoleon, or in the case of dispute, the Ohio Industrial Commission. In no event will compensation commence before all initial paperwork is completed and filed with the appropriate agency(ies).

Competent medical proof of disability must be provided via Form C-84 or Physician's Update and Physical Capabilities form. The attending physician must complete the form in its entirety and affix his/her original signature to the form. Copies are unacceptable. The employee must complete a FROI-1 (First Report of Injury) application and sign a wage agreement, limited medical release related to the injury or occupational disease and an election form. The City of Napoleon reserves the right to have the employee examined by a physician of its choice at the City of Napoleon's cost to confirm the medical diagnosis and/or the period of disability. Failure to submit to examination will result in termination of wage continuation benefits.

Wage continuation benefits will be paid only for those periods of lost time that otherwise would qualify the employee for receipt of workers' compensation lost time benefits, subject to the following limitations:

1. Attending physician releases employee to return to work.
2. Employee returns to work for another employer. Employee fails to return to a transitional "limited duty" assignment consistent with his/her medical restrictions as approved by the injured workers' treating physician.
3. Employee fails to appear for employer-sponsored medical examination.
4. Employee has reached maximum recovery and/or the condition has become permanent.
5. The claim is found to be fraudulent after payment has been commenced.
6. The injured worker attempts to collect both wage continuation and temporary total compensation.
7. Employment termination.
8. Violation of any company policy or guideline.

At the expiration of the Wage Continuation, if the employee is still unable to work, the employee may elect to apply for Temporary Total Disability payments from the Ohio Bureau of Workers' Compensation or use accumulated sick or other accrued time.

Employee whose injury has been determined to be temporarily totally disabled by the Ohio Bureau of Workers' Compensation will continue to be covered by the City's Health



Plan for up to one (1) year,

Employees approved injury time shall be counted concurrently with the FMLA.

### **B. Transitional Work Program**

The employee may be able to return to work under the City's Transitional Work Program. This program works to minimize the impact of an injury, illness, or disability on an employee's capacity to work safely and productively, as well as to serve as a benefit to protect the employability of workers with restrictions; moreover, it's a program that involves an early intervention process requiring the timely utilization of internal and external services and interventions. The program focuses on early return to work strategies designed to control lost time and disability costs and requires joint employee and management involvement, support and accountability. Specific policies and procedures related to this program have been adopted by City Council.

At the conclusion of a twelve (12) month period, the employee shall either return to work, if determined to be able to perform the job, or shall be separated from City service, and may only be reinstated in accordance with Section 33.2 below.

### **Section 33.2 Reinstatement After Injury or After Separation Due to Injury**

An employee who is absent due to Injury Leave as defined in Sub-article 33.1 above, or who has been separated from service due to injury or physical disability incurred in the performance of duty, may be reinstated only through the application for reinstatement after disability procedure outlined in the Article entitled "Leaves of Absence", provided that such application shall be filed not later than the earliest of the following:

- 1 Twenty-four (24) months after the injury occurred, or,
- 2 twelve (12) months after separation from service under the provisions of Sub-Article 33, of this Article, or,
- 3 the date of service eligibility retirement

### **Section 33.3 Payment of Accumulated Sick Leave**

Any employee who is permanently separated from City service due to a service-related disability, which is compensable, either as a result of bodily injury received in the course of or arising out of his employment or as a result of occupational disease contracted in the course of his employment, by the Ohio Bureau of Worker's Compensation or by the Ohio Police and Fire Pension Fund, shall receive a lump sum payment for one-half (1/2) of his accumulated, but unused, sick leave. The designated beneficiary of any employee who dies as a proximate result of such an injury or occupational disease shall receive payment for the full balance of his accumulated, but unused, sick leave.

## **ARTICLE 34 TRAVEL ALLOWANCE**

### **Section 34.1 General**

Any bargaining unit member requested by the City to use his private vehicle in the course of his employment shall receive a mileage allowance in accordance with the general policy then in effect for all City employees.

## **ARTICLE 35 UNIFORMS AND EQUIPMENT**

### **Section 35.1 General**

The City, at its cost but not to exceed the amounts listed in Sub-article 35.4, shall provide an adequate supply of uniforms to meet the requirements of the position based on the established policy of the department. When a change of a duty uniform item is required by department policy, the City shall provide three (3) such items.

After the employee completes his probationary period, the City shall provide components of a dress uniform to include one (1) dress blouse with insignias, one (1) pair of dress pants and one (1) dress hat and badge.

### **Section 35.2 Cleaning Costs**

Cleaning and minor repair of uniforms shall be paid by the employee.

### **Section 35.3 Protective Gear**

The City shall furnish all employees with full protective gear for response to emergencies. Such gear shall conform to the standards established by the National Fire Protection Association (N.F.P.A.) or by the City's Safety Committee. When an employee requests any article of approved turnout gear, it shall be ordered or replaced at the discretion of the Fire Chief as soon as possible.

### **Section 35.4 Replacement Allowance**

The City shall supply each employee's uniform during the first full year of their employment.

At the start of each calendar year, each employee shall be entitled to an allowance for replacement thereof, not to exceed \$660.00 per calendar year (equal to \$55/month). During the first calendar year of employment for new hires, the amount of replacement allowance shall be pro-rated based upon the first full month following date of hire. Employees may carry over unused uniform allowance funds not to exceed \$1000.00 at any time. Uniforms will be ordered in a standard manner and will be approved in advance by the Fire Chief or his designee.

For calendar year 2020, all employees' replacement allowance will be pro-rated based on their anniversary date.

### **Section 35.5 Personal Equipment**

Personally owned equipment may be used by employees only upon approval of the Fire Chief. Repair or replacement of personally owned equipment damaged in the line of duty will be at the cost of the employee.



## **ARTICLE 36 ADDITIONAL EDUCATION**

### **Section 36.1 Requirements for Probationary Employees**

All newly hired probationary employees in the department shall successfully complete the State of Ohio Fire Fighter I & II courses in accordance with Article 13, Sub-article 13.2 of this Agreement. The City shall pay all expenses of tuition and textbooks. The City shall have no obligation to pay any expenses of lodging, meals, and mileage without the express prior written approval of the Fire Chief.

Within two (2) years of becoming a bargaining unit member, the employees shall successfully complete and pass the State of Ohio Fire Safety Inspectors Course or Hazard Recognition Officer Course, unless otherwise directed by the Fire Chief.

All employees shall maintain their Ohio Paramedic certification as a condition of employment and all other required certifications as specified in the applicable job description.

### **Section 36.2 Continuing Education**

Employees may be provided with the opportunity, as approved in writing by the Fire Chief, to attend schooling, certification or re-certification programs required to maintain the present level of services provided by the department. The City shall pay necessary expenses, including tuition and textbooks, or for lodging, meals and mileage for out of town schooling, but only with the express prior written approval of the Fire Chief. Any overtime requests must have the prior written approval of the City Manager.

Hybrid or Internet training classes that have been approved by the Fire Chief and that involve an in class and on line component shall be paid as follows:

All hours outside of normal work shifts, actually spent in a class shall be paid at the employee's overtime rate.

All hours spent completing the on line portion of the class will be compensated at the employee's overtime rate. The hours remunerated will be the total normal curriculum hours for the particular class as determined by the Ohio Fire Academy or other continuing education facility. All Bargaining Unit Members will, to the greatest extent possible, complete on line class work while on shift.

### **Section 36.3 Professional Development**

Professional Development activities may be attended as approved by the union president and Fire Chief, by using sick leave hours and shall not create overtime.

### **Section 36.4 Degree Bonus**

Compensation shall be paid after three (3) years of continuous employment at a rate of \$300.00 per year for a completed accredited associate's degree in Fire Science, EMS or related field. Compensation shall be paid at a rate of \$500.00 per year for a completed accredited bachelor's degree in Fire Science, EMS or related field. An application must be submitted to the City Manager for his approval. The Degree Bonus will be paid on the first pay date of December in

the year following the employee's third year of employment only the higher degree incentive will be paid per employee.

#### **36.4.1 Education Assistance for Formal Course Work at an Accredited Educational Institution**

Full time (regular) employees may continue their education in a job related field and the City of Napoleon may reimburse, upon successful completion of course(s), all or part of the tuition or instruction costs. All courses and costs must be pre-approved, in writing, at the sole discretion of the Appointing Authority. The City of Napoleon will reimburse an employee, subject to budgetary considerations, for six (6) semester hours or nine (9) quarter hours (based on the corresponding charges of the nearest "state" college or university) not to exceed one thousand five hundred (\$1500) dollars in total, per calendar year, as described below for the portion of the registration and tuition that was pre-approved.

In order to qualify for this education assistance benefit an employee must:

Advise their Department Head, prior to enrolling for the class, that such employee intends to take a particular course. The Department Head will advise the employee whether the course is of a nature that the Appointing Authority will approve for partial or total reimbursement of tuition and instructional fees (not to include other general fees, travel, or books).

The course must be job oriented and offered by an accredited educational institution.

Once the course is completed, submit a certified transcript of grades, with receipts for expenses.

The amount of course reimbursement is based on the final grade received for the course, as follows:

$$A = 100\% \quad B = 80\% \quad C = 60\% \quad <C = 0\%$$

An employee must have at least two (2) full years of service with the City of Napoleon.

If an employee's employment with the City of Napoleon terminates for any reason within two (2) years after completing the course, the employee must agree to pay back the City of Napoleon.

If an employee is eligible to receive educational benefits from other sources, such as the Veterans Administration, the City of Napoleon will not reimburse the educational expenses.

#### **Section 36.5 Certificate Incentives**

The City, in an effort to encourage both individual growth and improved services to the public, offers incentives to employees assigned to the Fire Department for earning licenses and certifications designated below. Employees shall receive \$0.10 per hour certification incentive pay for the following certifications:



<i><b>Certification</b></i>	<i><b>Certifying Agency</b></i>
<b>"A" List</b>	
Confined Space Rescue	29CFR1910.146
EMS Instructor	ODPS
Fire Instructor	ODPS
Fire Officer I or II	NFPA, Pro-Board, IFSAC
Haz-Mat Technician	29CFR1910.120
<b>"B" List</b>	
Swift Water Rescue Technician II	Meets NFPA 1006 or certified by Fire Chief
EMS Instructor & Fire Instructor	ODPS
Fire Officer III and IV	NFPA, ProBoard, IFSAC
Haz-Mat Specialist	29CFR1910.120

Note: All certificates must meet requirements of the Policy as set forth by the Fire Chief. Such payments shall be limited to two (2) certificates from the "A" list or one (1) from the "A" list and one (1) from the "B" list. Payments shall not exceed \$.30 per hour. However, if two (2) certifications from the "B" list are achieved, a payment of \$0.40 will be granted. Payments defined in this section shall become effective on the first pay period following certification.

Employee must maintain certification in order to receive payment under this section.

### **Section 36.6 Adjusting Work Schedule**

For any schooling purposes, the Fire Chief shall have the option of placing the employee on an adjusted work schedule at an adjusted rate of pay equal to the employee's regular weekly earnings.

## **ARTICLE 37 DISCOUNTED MEMBERSHIP FEES**

### **Section 37.1 General**

Each employee and members of his immediate family, shall be admitted to all City recreation programs and activities, and shall be entitled to purchase memberships at the Swimming Pool and Municipal Golf Course, for one-half (1/2) of the amount which otherwise would be charged for the program, activity or membership. However, this benefit shall not apply to daily admission to the Municipal Swimming Pool or to green fees or cart fees at the Municipal Golf Course.

For the purposes of this Section, the term "immediate family" shall mean the employee's spouse, minor children and minor step-children.

### **Section 37.2 Other Program Deductions**

The City agrees to deduct from the wages of employees giving written authorization any moneys for the U.S. Savings Bond Program, Deferred Compensation, Credit Union and United Way, to the extent these programs continue to be made available to all other city employees.

## **ARTICLE 38 HEALTH AND LIFE INSURANCE**

### **Section 38.1 Hospital, Medical and Life Insurance Benefits**

The City shall provide group health insurance and group term life insurance coverage for each employee as determined by the City of Napoleon's Health Care Cost Committee.

### **Section 38.2 Leaves of Absence -Continuation of Premiums**

Upon the written request of an employee on leave of absence, the City will continue the employee's coverage under the insurance plan, and will pay its share of the premiums for such plan in accordance with the provisions of Sub-article 38.1 of this Article for a maximum of thirty (30) days.

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## ARTICLE 39 WAGES

### Section 39.1 Pay Steps

A. All pay steps shall be as set forth below:

Effective January 1, 2020

	A	B	C	D	E	F
Current Base Annual	38,357.53	41,326.01	44,585.53	48,019.66	51,482.90	54,829.29
2020 Base Annual 2.25% F Step 3%	39,220.57	42,255.85	45,588.70	49,100.10	52,641.27	56,474.17
2021 Base Annual 2.25%	40,103.03	43,206.61	46,614.45	50,204.85	53,825.70	57,744.84
2022 Base Annual 2.25%	41,005.35	44,178.76	47,663.28	51,334.46	55,036.78	59,044.10

B. Each employee, on the employee's employment anniversary date, will be increased one (1) step in the above pay step plan, until the maximum pay step (E) is reached. "Anniversary date" shall be defined as that date occurring each year corresponding with the day upon which the employee was hired.

C. Employee compensation will be computed based upon 2600 hours of work divided equally into twenty-six (26) bi-weekly pay periods per annum, subject to the provisions of Article 23, Sub-article 23.1 and Article 24, Sub-article 24.1 of this Agreement, and in accordance with the following:

TOTAL: 100 hours regular straight time

**TOTAL BI-WEEKLY PAY:** 100 hours straight time pay

D. All employees that have attained the level of Paramedic with the State of Ohio Certification shall receive an additional \$2000.00 divided equally across all pay periods as long as said members maintain that level of Certification, and serve the department as a paramedic. Copies of such Certification shall be maintained on file with the Fire Chief and Human Resources Department of the City.

E. Captains shall be paid in accordance with Article 39.3

### Section 39.2 Adjusted Schedules and Rates

When it is deemed necessary for an employee to adjust his schedule to a forty (40) hour work week (i.e. education, etc.), the adjusted rate shall result in no loss in pay while the employee is on the 40 hour work week.

### Section 39.3 Captain

A Captain, upon appointment, will receive 5% additional compensation based on his respective firefighter pay step in the contract while on probation. A Captain will receive a total of 10% additional compensation based on his respective firefighter pay step in the contract upon successful completion of probation.



## **ARTICLE 40 WAIVER IN CASE OF EMERGENCY**

### **Section 40.1 General**

In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Mayor, the City Manager, Henry County Commissioners, or, the Federal or State Legislature, such as acts of God and civil disorder, or if the State Auditor declares a Fiscal Emergency, the following conditions of this Agreement may be temporarily suspended by the City:

- A. Time limits for City's replies on grievances.
- B. All work rules, agreements and practices relating to the assignment of employees.

### **Section 40.2 Grievances During Emergencies**

Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which they (the grievance(s)) had properly progressed, prior to the emergency.

## **ARTICLE 41 ATTORNEY REPRESENTATION**

### **Section 41.1 General**

The City, upon written request by an employee, shall provide at City expense, for the defense of that employee, in any state or federal court, in any civil action or proceeding to recover damages for injury, death, or loss to persons or property allegedly caused by an act or omission of that employee in connection with a governmental or proprietary function (including, but not limited to the rendering of first aid), if the act or omission occurred or is alleged to have occurred while the employee was acting in good faith, not contrary to applicable laws, rules, regulations, policies, procedures and directives, and not manifestly outside the scope of his employment or official responsibilities.

Upon receipt of such a request, the City shall review the facts of the alleged act or omission giving rise to such action or proceeding and, if it is determined by the City, in its sole and absolute discretion, that the employee acted in good faith, not contrary to applicable laws, rules, regulations, policies, procedures and directives, and not manifestly outside the scope of his employment or official responsibilities, an attorney shall be selected by the City or its insurance provider to represent the employee in such action or proceeding.

### **Section 41.2 Selection and Appointment of Attorney**

When the City has determined to select and appoint an attorney to represent an employee in an action or proceeding as described in Sub-article 42.1 of this Article, but the City or its insurance provider, in its sole and absolute discretion, determines for whatever reason that no member of the City Law Department office can or should represent the employee, the City or its insurance provider shall appoint and pay another attorney to represent the employee.

The employee may suggest names of attorneys whom they wish to represent them. The City or its insurance provider shall consider such suggested names, but shall have no obligation to select or appoint any attorney from such suggested names. The determination of the attorney to be selected and appointed to represent the employee shall be made by the City or its insurance provider, in its sole and absolute discretion, and that determination shall be final. The employee shall accept such representation of such attorney and, in good faith, shall fully and completely cooperate with such attorney.

## **ARTICLE 42 NO STRIKE OR LOCKOUT**

### **Section 42.1 Interruption of Work Prohibited**

It is understood and agreed that the services performed by employees are essential to the public health, safety, and welfare. The Union, therefore, agrees that there shall be no interruption of work, for any cause whatsoever, nor shall there be any work slowdown or other interference with these services.

### **Section 42.2 Rights of City During Illegal Strike: Prohibition of Lockouts**

Nothing herein shall restrict any statutory rights of the City to act in regard to any illegal strike activity by its employees.

The City agrees that neither it, its Officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of employees, unless those employees shall have violated the provisions of this Article.

### **Section 42.3 Maintenance of Procedure**

If the dispute settlement procedure outlined in Section 4117.14(0) of the Ohio Revised Code is voided or amended to disallow binding arbitration by legislative or judicial action, the parties agree to meet and to develop mutually a dispute settlement procedure which shall include binding arbitration as a final step.

## **ARTICLE 43 EXTENSION OF TIMES AND DEADLINES**

### **Section 43.1 General**

Unless the context indicates otherwise, whenever in this Agreement a certain event is to occur on a date which is a Saturday, Sunday or legal holiday, or a certain deadline is to expire on a date which is a Saturday, Sunday or legal holiday, the date upon which such event shall occur or such deadline shall expire shall be the first date thereafter which is not a Saturday, Sunday or legal holiday. In computing any period of time prescribed or allowed by this Agreement, the date of the act or event from which the designated period of time begins to run shall not be included.

## **ARTICLE 44 DURATION OF AGREEMENT**

### **Section 44.1 General**

- A. This Agreement shall be effective as of January 1, 2020, and shall remain in full force and effect until and through December 31, 2022; provided, however, that it shall be renewed automatically on its termination date for another year in the form in which it has been written unless one party gives written notice to the other party pursuant to Paragraph B of this Section.
- B. If either party desires to modify, or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date of this Agreement. Such notice shall be certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent unless mutually agreed otherwise.
- C. The parties acknowledge that during the negotiations which result in this Agreement, each had the unlimited right to make demands and proposals in any subject matter not removed by law from the area of Collective Bargaining, and that the understandings and Agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the employees and the union, for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter, even though such subject or matter may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.
- D. Either party may request in writing of the other party an opportunity to renegotiate a particular term or terms of this Agreement at any time during the life of this Agreement. The party receiving the request shall notify within ten (10) days the party originating the request as to whether negotiations will be reopened.



**ARTICLE 45**  
**SIGNATURES**

**In Witness Whereof**, the parties have agreed to and have set their hands to this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

FOR THE  
CITY OF NAPOLEON, OHIO

FOR THE UNION  
N.F.F. IAFF LOCAL 3363

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

\_\_\_\_\_  
David Bowen President

\_\_\_\_\_  
Joe Bialorucki President of Council

\_\_\_\_\_  
Tobias Westhoven Bargaining Committee  
Member

\_\_\_\_\_  
Joel L. Mazur, City Manager

\_\_\_\_\_  
Tyler Reiser Bargaining Committee  
Member

*Approved as to Form and Correctness Thereof:*

\_\_\_\_\_  
Billy D. Harmon, City Law Director

CERTIFICATE OF FISCAL OFFICER

The undersigned, being the Finance Director of the City of Napoleon, Ohio, its Fiscal Officer, hereby certifies that in the case of this continuing contract to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the fiscal year in which the contract is made, has been or shall be lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrance.

\_\_\_\_\_  
Kelly O'Boyle  
City of Napoleon Finance Director

\_\_\_\_\_  
Date

## APPENDIX A

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### AUTHORIZATION FOR PAYROLL DEDUCTION

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**Name** \_\_\_\_\_

**Department** \_\_\_\_\_

**Classification** \_\_\_\_\_

**Division** \_\_\_\_\_

**To: CITY OF NAPOLEON, OHIO**

I hereby authorize the City of Napoleon, Ohio, to deduct the sum of \$\_\_\_\_\_ from my wages once each month for dues in IAFF, Local 3363, effective\_\_\_\_\_.

It is my understanding that this authorization can only be revoked, by submission in writing to the City and the Union, no earlier than sixty (60) days nor later than thirty (30) days prior to expiration of the Agreement between the parties.

I also hereby authorize the City of Napoleon, Ohio, to accept and honor the written requests of IAFF, Local 3363, signed by the Union President and Secretary-Treasurer, to increase or decrease the amount of dues withheld from my wages.

**Date** \_\_\_\_\_

**Employee** \_\_\_\_\_

**Witness** \_\_\_\_\_

**Signature** \_\_\_\_\_

## **APPENDIX B**

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### **LETTER OF UNDERSTANDING**

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- A. The parties hereto agree to attempt to develop, and thereafter implement a substance abuse and testing policy consisting of a workable policy following the guidelines and rules of the Healthcare Cost Committee. Implementation of this policy will be agreed to by IAFF Local 3363 when all employees (including part-time/volunteer members of the Fire Department) of the City of Napoleon are subject to similar provisions agreed to by the Committee.

## **RESOLUTION NO. 104-19**

### **A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS IN EXCESS OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000) FOR PARTICIPATION IN THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) PERRY STREET RESURFACING PROJECT; AND DECLARING AN EMERGENCY**

**WHEREAS**, the Preliminary Ordinance authorizing participation in the Ohio Department of Transportation (ODOT) Perry Street Resurfacing Project, Ordinance No. 051-19, was unanimously passed by Council on August 5, 2019; and,

**WHEREAS**, the City of Napoleon Department of Public Works now desires to move forward with the ODOT Resurfacing Project; and,

**WHEREAS**, this Resolution authorizes the City to cooperate with the Director of Transportation for the described project; and,

**WHEREAS**, The Director of Transportation has approved said legislation proposing cooperation and has caused to be made plans and specifications and an estimate of cost and expense for improving the above described highway and has transmitted copies of the same to this legislative authority; and,

**WHEREAS**, Council desires the Director of Transportation to proceed with the aforesaid resurfacing project; **Now Therefore**,

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

Section 1. That, the City of Napoleon authorizes the City Manager on behalf of the City of Napoleon to participate in the Ohio Department of Transportation (ODOT) Resurfacing Project.

Section 2. That, the City Manager is hereby authorized to agree on behalf of the City of Napoleon to be bound by all terms and conditions as the Director of Transportation prescribes.

Section 3. That, the City Manager is hereby authorized to execute any and all documents necessary to enter into the ODOT Resurfacing Project as described in the contract.

Section 4. That, the expenditure of funds in excess of twenty-five thousand dollars (\$25,000) for participation in the ODOT Resurfacing Project is hereby authorized as a necessary public expenditure.

Section 5. 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 6. 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 7. 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; 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 project in a timely manner to meet State mandated deadlines, 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, Clerk of Council

*I, Roxanne Dietrich, Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Resolution No. 104-19 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, Clerk of Council*

## **ORDINANCE NO. 105-19**

### **AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF NOTES IN THE MAXIMUM PRINCIPAL AMOUNT OF \$3,500,000, IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF PAYING THE COSTS OF THE CONSTRUCTION OF A MUNICIPAL SWIMMING POOL WITH RELATED FACILITIES AND APPURTENANCES, INCLUDING THE DEMOLITION OF EXISTING FACILITIES, TOGETHER WITH ALL NECESSARY AND RELATED APPURTENANCES THERETO, AND DECLARING AN EMERGENCY**

**WHEREAS**, pursuant to Ordinance No. 044-19 passed July 1, 2019, notes in anticipation of bonds in the principal amount of \$500,000, dated July 24, 2019 (the “*Outstanding Notes*”), were issued for the purpose described in Section 1, to mature on February 26, 2020; and,

**WHEREAS**, this Council finds and determines that the City should retire the Outstanding Notes with the proceeds of the Notes described in Section 3 and other funds available to the City and provide an additional \$3,000,000 for the purpose described in Section 1; and,

**WHEREAS**, the Finance Director, as fiscal officer of this City, has certified to this Council that the estimated life or period of usefulness of the Improvement described in Section 1 is at least five (5) years, the estimated maximum maturity of the Bonds described in Section 1 is at least twenty (20) years, and the maximum maturity of the Notes described in Section 3, to be issued in anticipation of the Bonds, is (a) July 24, 2039 as to \$500,000 of the principal amount and (b) two hundred forty (240) months as to \$3,000,000 of the principal amount; **Now Therefore**,

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

Section 1. That, it is necessary to issue bonds of this City in the maximum principal amount of \$3,500,000 (the “*Bonds*”) for the purpose of paying the costs of the construction of a municipal swimming pool with related facilities and appurtenances, including the demolition of existing facilities, together with all necessary and related appurtenances thereto (the “*Improvement*”).

Section 2. That, the Bonds shall be dated approximately February 1, 2021, shall bear interest at the now estimated rate of 5.50% per year, payable semiannually until the principal amount is paid, and are estimated to mature in twenty (20) annual principal installments on December 1 of each year and in such amounts that the total principal and interest payments on the Bonds, in any fiscal year in which principal is payable, shall be substantially equal. The first principal payment of the Bonds is estimated to be December 1, 2021.



Section 3. That, it is necessary to issue and this Council determines that notes in the maximum principal amount of \$3,500,000 (the “*Notes*”) shall be issued in anticipation of the issuance of the Bonds for the purpose described in Section 1 and to retire, together with other funds available to the City, the Outstanding Notes, to provide additional money for the purpose described in Section 1 and to pay any financing costs. The principal amount of Notes to be issued (not to exceed the stated maximum principal amount) shall be determined by the Finance Director in the certificate awarding the Notes in accordance with Section 6 of this Ordinance (the “*Certificate of Award*”) as the amount which, along with other available funds of the City, is necessary to provide for the retirement of the Outstanding Notes, to provide additional money for the purpose described in Section 1, and to pay any financing costs. The Notes shall be dated the date of issuance and shall mature not more than one year following the date of issuance; *provided* that the Finance Director shall establish the maturity date in the Certificate of Award. The Notes shall bear interest at a rate or rates not to exceed 6.00% per year (computed on the basis of a 360-day year consisting of twelve 30-day months), payable at maturity and until the principal amount is paid or payment is provided for. The rate or rates of interest on the Notes shall be determined by the Finance Director in the Certificate of Award in accordance with Section 6 of this Ordinance.

Section 4. That, the debt charges on the Notes shall be payable in lawful money of the United States of America or in Federal Reserve funds of the United States of America as determined by the Finance Director in the Certificate of Award, and shall be payable, without deduction for services of the City’s paying agent, at the office of a bank or trust company designated by the Finance Director in the Certificate of Award after determining that the payment at that bank or trust company will not endanger the funds or securities of the City and that proper procedures and safeguards are available for that purpose or at the office of the Finance Director if agreed to by the Finance Director and the original purchaser (the “*Paying Agent*”). The Finance Director is authorized, to the extent necessary or appropriate, to enter into an agreement with the Paying Agent in connection with the services to be provided by the Paying Agent after determining that the signing thereof will not endanger the funds or securities of the City.

Section 5. That, the Notes shall be signed by the City Manager and Finance Director, in the name of the City and in their official capacities; *provided* that one of those signatures may be a facsimile. The Notes shall also be countersigned by the Mayor, *provided* that the signature of the Mayor may be a facsimile. The Notes shall be issued in minimum denominations of \$100,000 (and may be issued in denominations in such amounts in excess thereof as requested by the original purchaser and approved by the Finance Director) and with numbers as requested by the original purchaser and approved by the Finance Director. The entire principal amount may be represented by a single note and may be issued as fully registered securities (for which the Finance Director will serve as note registrar) and in book entry or other uncertificated form in accordance with Section 9.96 and Chapter 133 of the Ohio Revised Code if it is determined by the Finance Director that issuance of fully registered securities in that form will facilitate the sale and delivery of the Notes. The Notes shall not have coupons attached, shall be numbered as determined by the Finance Director and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this Ordinance. As used in this Section and this Ordinance:

*“Book entry form” or “book entry system”* means a form or system under which (a) the ownership of beneficial interests in the Notes and the principal of and interest on the Notes may be transferred only through a book entry, and (b) a single physical Note certificate in fully registered form is issued by the City and payable only to a Depository or its nominee as registered owner, with the certificate deposited with and “immobilized” in the custody of the Depository or its designated agent for that purpose. The book entry maintained by others than the City is the record that identifies the owners of beneficial interests in the Notes and that principal and interest.

*“Depository”* means any securities depository that is a clearing agency registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in the Notes or the principal of and interest on the Notes, and to effect transfers of the Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

*“Participant”* means any participant contracting with a Depository under a book entry system and includes securities brokers and dealers, banks and trust companies and clearing corporations.

The Notes may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized, (a) the Notes may be issued in the form of a single Note made payable to the Depository or its nominee and immobilized in the custody of the Depository or its agent for that purpose; (b) the beneficial owners in book entry form shall have no right to receive the Notes in the form of physical securities or certificates; (c) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (d) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City.

If any Depository determines not to continue to act as a Depository for the Notes for use in a book entry system, the Finance Director may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the Finance Director does not or is unable to do so, the Finance Director, after making provision for notification of the beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Notes from the Depository, and shall cause the Notes in bearer or payable form to be signed by the officers authorized to sign the Notes and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of City action or inaction, of those persons requesting such issuance.

The Finance Director is also hereby authorized and directed, to the extent necessary or required, to enter into any agreements determined necessary in connection with the book entry system for the Notes, after determining that the signing thereof will not endanger the funds or securities of the City.

Section 6. That, the Notes shall be sold at not less than par plus accrued interest (if any) at private sale by the Finance Director in accordance with law and the provisions of this Ordinance. The Finance Director shall sign the Certificate of Award referred to in Section 3 fixing the interest rate or rates which the Notes shall bear and evidencing that sale to the original purchaser, cause the Notes to be prepared, and have the Notes signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Notes if requested by the original purchaser, to the original purchaser upon payment of the purchase price. The City Manager, the Finance Director, the City Law Director, the Clerk of Council and other City officials, as appropriate, and any person serving in an interim or acting capacity for any such official, are each authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Ordinance. The Finance Director is authorized, if it is determined to be in the best interest of the City, to combine the issue of Notes with one or more other note issues of the City into a consolidated note issue pursuant to Section 133.30(B) of the Ohio Revised Code.

Section 7. That, the proceeds from the sale of the Notes received by the City (or withheld by the original purchaser or deposited with the Paying Agent, in each case on behalf of the City) shall be paid into the proper fund or funds, and those proceeds are appropriated and shall be used for the purpose for which the Notes are being issued. The Certificate of Award may authorize the original purchaser to (a) withhold certain proceeds from the sale of the Notes or (b) remit certain proceeds from the sale of the Notes to the Paying Agent, in each case to provide for the payment of certain financing costs on behalf of the City. If proceeds are remitted to the Paying Agent in accordance with this Section 7, the Paying Agent shall be authorized to create a fund in accordance with the Certificate of Award for that purpose. Any portion of those proceeds received by the City (after payment of those financing costs) representing premium or accrued interest shall be paid into the Bond Retirement Fund.

Section 8. That, the par value to be received from the sale of the Bonds or of any renewal notes and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used to pay the debt charges on the Notes at maturity and are pledged for that purpose.

Section 9. That, during the year or years in which the Notes are outstanding, there shall be levied on all the taxable property in the City, in addition to all other taxes, the same tax that would have been levied if the Bonds had been issued without the prior issuance of the Notes. The tax shall be within the ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Notes or the Bonds when and as the same fall due.

In each year to the extent receipts from the municipal income tax are available for the payment of the debt charges on the Notes or the Bonds and are appropriated for that purpose, the

amount of the tax shall be reduced by the amount of such receipts so available and appropriated in compliance with the following covenant. To the extent necessary, the debt charges on the Notes or the Bonds shall be paid from municipal income taxes lawfully available therefor under the Constitution and the laws of the State of Ohio and the Charter of the City; and the City hereby covenants, subject and pursuant to such authority, including particularly Section 133.05(B)(7) of the Ohio Revised Code, to appropriate annually from such municipal income taxes such amount as is necessary to meet such annual debt charges.

Nothing in the preceding paragraph in any way diminishes the irrevocable pledge of the full faith and credit and general property taxing power of the City to the prompt payment of the debt charges on the Notes or the Bonds.

Section 10. That, the City covenants that it will use, and will restrict the use and investment of, the proceeds of the Notes in such manner and to such extent as may be necessary so that (a) the Notes will not (i) constitute private activity bonds or arbitrage bonds under Sections 141 or 148 of the Internal Revenue Code of 1986, as amended (the “Code”) or (ii) be treated other than as bonds the interest on which is excluded from gross income under Section 103 of the Code, and (b) the interest on the Notes will not be an item of tax preference under Section 57 of the Code.

The City further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Notes to be and remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Notes to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports and (v) refrain from certain uses of those proceeds, and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The Finance Director or any other officer of the City having responsibility for issuance of the Notes is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the City with respect to the Notes as the City is permitted to or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Notes or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties with respect to the Notes, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments with respect to the Notes, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Notes, and (c) to give one or more appropriate certificates of the City, for inclusion in the transcript of proceedings for the Notes,

setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Notes, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Notes. The Finance Director or any other officer of the City having responsibility for issuance of the Notes is specifically authorized to designate the Notes as “qualified tax-exempt obligations” if such designation is applicable and desirable, and to make any related necessary representations and covenants.

Each covenant made in this Section with respect to the Notes is also made with respect to all issues any portion of the debt service on which is paid from proceeds of the Notes (and, if different, the original issue and any refunding issues in a series of refundings), to the extent such compliance is necessary to assure the exclusion of interest on the Notes from gross income for federal income tax purposes, and the officers identified above are authorized to take actions with respect to those issues as they are authorized in this Section to take with respect to the Notes.

Section 11. That, the Clerk of Council is directed to promptly deliver or cause to be delivered a certified copy of this Ordinance and the Certificate of Award to the County Auditor of Henry County, Ohio.

Section 12. That, the Finance Director is authorized to request a rating for the Notes from Moody’s Investors Service, Inc. or S&P Global Ratings, or both, as the Finance Director determines is in the best interest of the City. The expenditure of the amounts necessary to secure any such ratings as well as to pay the other financing costs (as defined in Section 133.01 of the Ohio Revised Code) in connection with the Notes is hereby authorized and approved and the amounts necessary to pay those costs are hereby appropriated from the proceeds of the Notes, if available, and otherwise from available moneys in the General Fund.

Section 13. That, the legal services of the law firm of Squire Patton Boggs (US) LLP are hereby retained. Those legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the authorization, sale and issuance of the Notes and securities issued in renewal of the Notes and rendering at delivery related legal opinions, all as set forth in the form of engagement letter from that firm which is now on file in the office of the Clerk of Council. In providing those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of this City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county or municipal corporation or of this City, or the execution of public trusts. For those legal services that firm shall be paid just and reasonable compensation and shall be reimbursed for actual out-of-pocket expenses incurred in providing those legal services. The Finance Director is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds of the Notes, if available, and otherwise from available moneys in the General Fund.



Section 14. That, the services of Sudsina & Associates, LLC, as municipal advisor, are hereby retained. The municipal advisory services shall be in the nature of financial advice and recommendations in connection with the issuance and sale of the Notes. In rendering those municipal advisory services, as an independent contractor, that firm shall not exercise any administrative discretion on behalf of the City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, the City or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those municipal advisory services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those municipal advisory services. The Finance Director is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds of the Notes, if available, and otherwise from available moneys in the General Fund.

Section 15. That, this Council determines that all acts and conditions necessary to be done or performed by the City or to have been met precedent to and in the issuing of the Notes in order to make them legal, valid and binding general obligations of the City have been performed and have been met, or will at the time of delivery of the Notes have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 9) of the City are pledged for the timely payment of the debt charges on the Notes; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

Section 16. That, this Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council or any of its committees, and that all deliberations of this Council and of any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law, including Section 121.22 of the Ohio Revised Code.

Section 17. That, this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, or safety in the City and for the further reason that this Ordinance is required to be immediately effective in order to issue and sell the Notes, which is necessary to enable the City to timely retire the Outstanding Notes and thereby preserve its credit; wherefore, this Ordinance shall be in full force and effect immediately upon its passage.

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

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

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

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

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

Attest:

---

Roxanne Dietrich, Clerk of Council

*I, Roxanne Dietrich, Clerk of Council of the City of Napoleon, do hereby certify that the foregoing Ordinance No. 105-19 was duly published in the Northwest Signal, a newspaper of general circulation in said City on the \_\_\_\_ day of \_\_\_\_\_, 2020; and 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, Clerk of Council*

**CERTIFICATION OF RECORDS**

I, Roxanne Dietrich, Clerk of Council, of the City of Napoleon, Ohio, do hereby certify and attest that this document to be a **True and Correct** copy of Ordinance Number 105-19, passed \_\_\_\_\_, 2020.

---

Roxanne Dietrich, Clerk of Council

---

Date

**SUPPLEMENTAL  
FISCAL OFFICER'S CERTIFICATE**

To the City Council of the City of Napoleon, Ohio:

As fiscal officer of the City of Napoleon, Ohio, and supplementing the fiscal officer's certificate of July 1, 2019, I certify in connection with your proposed issue of notes in the maximum principal amount of \$3,500,000 (the "*Notes*"), to be issued in anticipation of the issuance of bonds (the "*Bonds*") for the purpose of paying the costs of the construction of a municipal swimming pool with related facilities and appurtenances, including the demolition of existing facilities, together with all necessary and related appurtenances thereto (the "*Improvement*"), that:

1. The estimated life or period of usefulness of the Improvement is at least five (5) years.
2. The estimated maximum maturity of the Bonds, calculated in accordance with Section 133.20 of the Ohio Revised Code, is at least twenty (20) years, being my estimate of the life or period of usefulness of that Improvement.
3. The maximum maturity of the Notes is (a) July 24, 2039 as to \$500,000 of the principal amount and (b) two hundred forty (240) months as to \$3,000,000 of the principal amount.

Dated: December 31, 2019

  
\_\_\_\_\_  
Finance Director  
City of Napoleon, Ohio

## ORDINANCE NO. 098-19

**AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE  
OF NOTES IN THE MAXIMUM PRINCIPAL AMOUNT OF  
\$2,352,000, IN ANTICIPATION OF THE ISSUANCE OF BONDS,  
FOR THE PURPOSE OF PAYING THE COSTS OF IMPROVING  
THE MUNICIPAL WATER SYSTEM BY IMPROVING AND  
REHABILITATING THE EXISTING WATER TREATMENT  
PLANT AND RELATED STORAGE FACILITIES,  
REHABILITATING THE ELEVATED STORAGE TANKS, AND  
ACQUIRING AND IMPROVING RELATED INTERESTS IN  
REAL PROPERTY, TOGETHER WITH ALL NECESSARY AND  
RELATED APPURTENANCES THERETO; AND DECLARING  
AN EMERGENCY**

**WHEREAS**, pursuant to Ordinance No. 085-18 passed January 7, 2019, notes in anticipation of bonds in the principal amount of \$2,428,000, dated February 26, 2019 (the "*Outstanding Notes*"), were issued for the purpose described in Section 1, to mature on February 26, 2020; and,

**WHEREAS**, this Council finds and determines that the City should retire the Outstanding Notes with the proceeds of the Notes described in Section 3 and other funds available to the City; and,

**WHEREAS**, the Finance Director, as fiscal officer of this City, has certified to this Council that the estimated life or period of usefulness of the Improvement described in Section 1 is at least five (5) years, the estimated maximum maturity of the Bonds described in Section 1 is at least twenty-eight (28) years, and the maximum maturity of the Notes described in Section 3, to be issued in anticipation of the Bonds, is March 7, 2033; **Now Therefore**,

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

Section 1. That, it is necessary to issue bonds of this City in the maximum principal amount of \$2,352,000 (the "*Bonds*") for the purpose of paying the costs of improving the municipal water system by improving and rehabilitating the existing water treatment plant and related storage facilities, rehabilitating the elevated storage tanks, and acquiring and improving related interests in real property, together with all necessary and related appurtenances thereto (the "*Improvement*").

Section 2. That, the Bonds shall be dated approximately February 1, 2021, shall bear interest at the now estimated rate of 5.50% per year, payable semiannually until the principal amount is paid, and are estimated to mature in twenty (20) annual principal installments on December 1 of each year and in such amounts that the total principal and interest payments on the Bonds, in any fiscal year in which principal is payable, shall be substantially equal. The first principal payment of the Bonds is estimated to be December 1, 2021.

Section 3. That, it is necessary to issue and this Council determines that notes in the maximum principal amount of \$2,352,000 (the “Notes”) shall be issued in anticipation of the issuance of the Bonds for the purpose described in Section 1 and to retire, together with other funds available to the City, the Outstanding Notes and to pay any financing costs. The principal amount of Notes to be issued (not to exceed the stated maximum principal amount) shall be determined by the Finance Director in the certificate awarding the Notes in accordance with Section 6 of this Ordinance (the “*Certificate of Award*”) as the amount which, along with other available funds of the City, is necessary to provide for the retirement of the Outstanding Notes and to pay any financing costs. The Notes shall be dated the date of issuance and shall mature not more than one year following the date of issuance; *provided* that the Finance Director shall establish the maturity date in the Certificate of Award. The Notes shall bear interest at a rate or rates not to exceed 6.00% per year (computed on the basis of a 360-day year consisting of twelve 30-day months), payable at maturity and until the principal amount is paid or payment is provided for. The rate or rates of interest on the Notes shall be determined by the Finance Director in the Certificate of Award in accordance with Section 6 of this Ordinance.

Section 4. That, the debt charges on the Notes shall be payable in lawful money of the United States of America or in Federal Reserve funds of the United States of America as determined by the Finance Director in the Certificate of Award, and shall be payable, without deduction for services of the City’s paying agent, at the office of a bank or trust company designated by the Finance Director in the Certificate of Award after determining that the payment at that bank or trust company will not endanger the funds or securities of the City and that proper procedures and safeguards are available for that purpose or at the office of the Finance Director if agreed to by the Finance Director and the original purchaser (the “*Paying Agent*”). The Finance Director is authorized, to the extent necessary or appropriate, to enter into an agreement with the Paying Agent in connection with the services to be provided by the Paying Agent after determining that the signing thereof will not endanger the funds or securities of the City.

Section 5. That, the Notes shall be signed by the City Manager and Finance Director, in the name of the City and in their official capacities; *provided* that one of those signatures may be a facsimile. The Notes shall also be countersigned by the Mayor, *provided* that the signature of the Mayor may be a facsimile. The Notes shall be issued in minimum denominations of \$100,000 (and may be issued in denominations in such amounts in excess thereof as requested by the original purchaser and approved by the Finance Director) and with numbers as requested by the original purchaser and approved by the Finance Director. The entire principal amount may be represented by a single note and may be issued as fully registered securities (for which the Finance Director will serve as note registrar) and in book entry or other uncertificated form in accordance with Section 9.96 and Chapter 133 of the Ohio Revised Code if it is determined by the Finance Director that issuance of fully registered securities in that form will facilitate the sale and delivery of the Notes. The Notes shall not have coupons attached, shall be numbered as determined by the Finance Director and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this Ordinance. As used in this Section and this Ordinance:



*“Book entry form” or “book entry system”* means a form or system under which (a) the ownership of beneficial interests in the Notes and the principal of and interest on the Notes may be transferred only through a book entry, and (b) a single physical Note certificate in fully registered form is issued by the City and payable only to a Depository or its nominee as registered owner, with the certificate deposited with and “immobilized” in the custody of the Depository or its designated agent for that purpose. The book entry maintained by others than the City is the record that identifies the owners of beneficial interests in the Notes and that principal and interest.

*“Depository”* means any securities depository that is a clearing agency registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in the Notes or the principal of and interest on the Notes, and to effect transfers of the Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

*“Participant”* means any participant contracting with a Depository under a book entry system and includes securities brokers and dealers, banks and trust companies and clearing corporations.

The Notes may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized, (a) the Notes may be issued in the form of a single Note made payable to the Depository or its nominee and immobilized in the custody of the Depository or its agent for that purpose; (b) the beneficial owners in book entry form shall have no right to receive the Notes in the form of physical securities or certificates; (c) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (d) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City.

If any Depository determines not to continue to act as a Depository for the Notes for use in a book entry system, the Finance Director may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the Finance Director does not or is unable to do so, the Finance Director, after making provision for notification of the beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Notes from the Depository, and shall cause the Notes in bearer or payable form to be signed by the officers authorized to sign the Notes and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of City action or inaction, of those persons requesting such issuance.

The Finance Director is also hereby authorized and directed, to the extent necessary or required, to enter into any agreements determined necessary in connection with the book entry system for the Notes, after determining that the signing thereof will not endanger the funds or securities of the City.

Section 6. That, the Notes shall be sold at not less than par plus accrued interest (if any) at private sale by the Finance Director in accordance with law and the provisions of this Ordinance. The Finance Director shall sign the Certificate of Award referred to in Section 3 fixing the interest rate or rates which the Notes shall bear and evidencing that sale to the original purchaser, cause the Notes to be prepared, and have the Notes signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Notes if requested by the original purchaser, to the original purchaser upon payment of the purchase price. The City Manager, the Finance Director, the City Law Director, the Clerk of Council and other City officials, as appropriate, and any person serving in an interim or acting capacity for any such official, are each authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Ordinance. The Finance Director is authorized, if it is determined to be in the best interest of the City, to combine the issue of Notes with one or more other note issues of the City into a consolidated note issue pursuant to Section 133.30(B) of the Ohio Revised Code.

Section 7. That, the proceeds from the sale of the Notes received by the City (or withheld by the original purchaser or deposited with the Paying Agent, in each case on behalf of the City) shall be paid into the proper fund or funds, and those proceeds are appropriated and shall be used for the purpose for which the Notes are being issued. The Certificate of Award may authorize the original purchaser to (a) withhold certain proceeds from the sale of the Notes or (b) remit certain proceeds from the sale of the Notes to the Paying Agent, in each case to provide for the payment of certain financing costs on behalf of the City. If proceeds are remitted to the Paying Agent in accordance with this Section 7, the Paying Agent shall be authorized to create a fund in accordance with the Certificate of Award for that purpose. Any portion of those proceeds received by the City (after payment of those financing costs) representing premium or accrued interest shall be paid into the Bond Retirement Fund.

Section 8. That, the par value to be received from the sale of the Bonds or of any renewal notes and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used to pay the debt charges on the Notes at maturity and are pledged for that purpose.

Section 9. That, during the year or years in which the Notes are outstanding, there shall be levied on all the taxable property in the City, in addition to all other taxes, the same tax that would have been levied if the Bonds had been issued without the prior issuance of the Notes. The tax shall be within the ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Notes or the Bonds when and as the same fall due.

In each year to the extent net revenues from the municipal water utility are available for the payment of the debt charges on the Notes or the Bonds and are appropriated for that purpose,

the amount of the tax shall be reduced by the amount of such net revenues so available and appropriated.

In each year to the extent receipts from the municipal income tax are available for the payment of the debt charges on the Notes or the Bonds and are appropriated for that purpose, and to the extent not paid from net revenues of the municipal water utility, the amount of the tax shall be reduced by the amount of such receipts so available and appropriated in compliance with the following covenant. To the extent necessary, the debt charges on the Notes or the Bonds shall be paid from municipal income taxes lawfully available therefor under the Constitution and the laws of the State of Ohio and the Charter of the City; and the City hereby covenants, subject and pursuant to such authority, including particularly Section 133.05(B)(7) of the Ohio Revised Code, to appropriate annually from such municipal income taxes such amount as is necessary to meet such annual debt charges.

Nothing in the two preceding paragraphs in any way diminishes the irrevocable pledge of the full faith and credit and general property taxing power of the City to the prompt payment of the debt charges on the Notes or the Bonds.

Section 10. That, the City covenants that it will use, and will restrict the use and investment of, the proceeds of the Notes in such manner and to such extent as may be necessary so that (a) the Notes will not (i) constitute private activity bonds or arbitrage bonds under Sections 141 or 148 of the Internal Revenue Code of 1986, as amended (the “Code”) or (ii) be treated other than as bonds the interest on which is excluded from gross income under Section 103 of the Code, and (b) the interest on the Notes will not be an item of tax preference under Section 57 of the Code.

The City further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Notes to be and remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Notes to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports and (v) refrain from certain uses of those proceeds, and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The Finance Director or any other officer of the City having responsibility for issuance of the Notes is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the City with respect to the Notes as the City is permitted to or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Notes or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties with respect to the Notes, or making payments of special amounts in lieu of making computations to determine,

or paying, excess earnings as rebate, or obviating those amounts or payments with respect to the Notes, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Notes, and (c) to give one or more appropriate certificates of the City, for inclusion in the transcript of proceedings for the Notes, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Notes, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Notes. The Finance Director or any other officer of the City having responsibility for issuance of the Notes is specifically authorized to designate the Notes as “qualified tax-exempt obligations” if such designation is applicable and desirable, and to make any related necessary representations and covenants.

Each covenant made in this Section with respect to the Notes is also made with respect to all issues any portion of the debt service on which is paid from proceeds of the Notes (and, if different, the original issue and any refunding issues in a series of refundings), to the extent such compliance is necessary to assure the exclusion of interest on the Notes from gross income for federal income tax purposes, and the officers identified above are authorized to take actions with respect to those issues as they are authorized in this Section to take with respect to the Notes.

Section 11. That, the Clerk of Council is directed to promptly deliver or cause to be delivered a certified copy of this Ordinance and the Certificate of Award to the County Auditor of Henry County, Ohio.

Section 12. That, the Finance Director is authorized to request a rating for the Notes from Moody’s Investors Service, Inc. or S&P Global Ratings, or both, as the Finance Director determines is in the best interest of the City. The expenditure of the amounts necessary to secure any such ratings as well as to pay the other financing costs (as defined in Section 133.01 of the Ohio Revised Code) in connection with the Notes is hereby authorized and approved and the amounts necessary to pay those costs are hereby appropriated from the proceeds of the Notes, if available, and otherwise from available moneys in the General Fund.

Section 13. That, the legal services of the law firm of Squire Patton Boggs (US) LLP are hereby retained. Those legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the authorization, sale and issuance of the Notes and securities issued in renewal of the Notes and rendering at delivery related legal opinions, all as set forth in the form of engagement letter from that firm which is now on file in the office of the Clerk of Council. In providing those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of this City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county or municipal corporation or of this City, or the execution of public trusts. For those legal services that firm shall be paid just and reasonable compensation and shall be reimbursed for actual out-of-pocket expenses incurred in providing those legal services. The Finance Director is authorized and directed to make appropriate certification as to the availability of funds for those fees and any

reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds of the Notes, if available, and otherwise from available moneys in the General Fund.

Section 14. That, the services of Sudsina & Associates, LLC, as municipal advisor, are hereby retained. The municipal advisory services shall be in the nature of financial advice and recommendations in connection with the issuance and sale of the Notes. In rendering those municipal advisory services, as an independent contractor, that firm shall not exercise any administrative discretion on behalf of the City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, the City or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those municipal advisory services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those municipal advisory services. The Finance Director is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds of the Notes, if available, and otherwise from available moneys in the General Fund.

Section 15. That, this Council determines that all acts and conditions necessary to be done or performed by the City or to have been met precedent to and in the issuing of the Notes in order to make them legal, valid and binding general obligations of the City have been performed and have been met, or will at the time of delivery of the Notes have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 9) of the City are pledged for the timely payment of the debt charges on the Notes; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

Section 16. That, this Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council or any of its committees, and that all deliberations of this Council and of any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law, including Section 121.22 of the Ohio Revised Code.

Section 17. That, this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, or safety in the City and for the further reason that this Ordinance is required to be immediately effective in order to issue and sell the Notes, which is necessary to enable the City to timely retire the Outstanding Notes and thereby preserve its credit; wherefore, this Ordinance shall be in full force and effect immediately upon its passage.



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

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

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

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

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

Attest:

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

*I, Roxanne Dietrich, Clerk of Council of the City of Napoleon, do hereby certify that the foregoing Ordinance No. 098-19 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 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, Clerk of Council*

#### **CERTIFICATION OF RECORDS**

I, Roxanne Dietrich, Clerk of Council, of the City of Napoleon, Ohio, do hereby certify and attest that this document to be a **True and Correct** copy of Ordinance Number 098-19, passed \_\_\_\_\_, 20\_\_.

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

\_\_\_\_\_  
Date

## **ORDINANCE NO. 099-19**

### **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 said changes effective with the pay period commencing on or about December 16, 2019; and,

**WHEREAS**, to achieve the above stated goals Council now desires to repeal Ordinance No. 014-19, 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 2020, that commenced on or about December 16, 2019, the biweekly salary of the City Law Director of this City shall be four thousand one hundred seven dollars and thirty-six cents (\$4,107.36) and continue as such each year thereafter, so long as employed, unless modified by Council.

Section 2. 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 3. That, all compensation paid under this Ordinance is subject to appropriation of funds by the Council.

Section 4. That, the Finance Director may adjust compensation for all affected employees to meet the intent of this Ordinance.

Section 5. That, all pay scales reflected in the City of Napoleon Pay Plan shall be rounded, utilizing the five rule, to the nearest penny.

Section 6. That, this biweekly salary is figured before any approved Cost of Living Adjustments are added to the biweekly salary.

Section 7. 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 8. That, Ordinance No. 014-19 is repealed in its entirety effective December 16, 2019.

Section 9. 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 10. 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 11. 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, Clerk of Council

*I, Roxanne Dietrich, Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Ordinance No. 099-19 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, Clerk of Council*

## **ORDINANCE NO. 100-19**

### **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 16, 2019; and,

**WHEREAS**, to achieve the above stated goals Council now desires to repeal Ordinance No. 015-19, 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 2020, that commences on or about December 16, 2019, the biweekly salary of the City Manager of this City shall be four thousand three hundred forty-six dollars and eighty-one cents (\$4,346.81) 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 compensation paid under this Ordinance is subject to appropriation of funds by the Council.

Section 4. That, the Finance Director may adjust compensation for all affected employees to meet the intent of this Ordinance.

Section 5. That, all pay scales reflected in the City of Napoleon Pay Plan shall be rounded, utilizing the five rule, to the nearest penny.

Section 6. That, this biweekly salary is figured before any approved Cost of Living Adjustments are added to the biweekly salary.

Section 7. 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 8. That, Ordinance No. 015-19 is repealed in its entirety effective December 16, 2019.

Section 9. 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 10. 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 11. 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, Clerk of Council

*I, Roxanne Dietrich, Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Ordinance No. 100-19 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, Clerk of Council*



## **ORDINANCE NO. 101-19**

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

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

**WHEREAS**, Council desires to make said changes effective with the pay period commencing on or about December 16, 2019; and,

**WHEREAS**, to achieve the above stated goals Council now desires to repeal Ordinance No. 046-19, 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 2020, that commenced on or about December 16, 2019, the biweekly salary of the City Finance Director of this City shall be three thousand five hundred forty-eight dollars and eight cents (\$3,548.08) and continue as such each year thereafter, so long as employed, unless modified by Council.

Section 2. 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 3. That, all compensation paid under this Ordinance is subject to appropriation of funds by the Council.

Section 4. That, the Finance Director may adjust compensation for all affected employees to meet the intent of this Ordinance.

Section 5. That, all pay scales reflected in the City of Napoleon Pay Plan shall be rounded, utilizing the five rule, to the nearest penny.

Section 6. That, this biweekly salary is figured before any approved Cost of Living Adjustments are added to the biweekly salary.

Section 7. 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 8. That, Ordinance No. 046-19 is repealed in its entirety effective December 16, 2019.

Section 9. 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 10. 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 11. 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, Clerk of Council

*I, Roxanne Dietrich, Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Ordinance No. 101-19 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, Clerk of Council*

## **RESOLUTION NO. 102-19**

### **A RESOLUTION AUTHORIZING A CONTRIBUTION TO THE COMMUNITY IMPROVEMENT CORPORATION OF HENRY COUNTY, OHIO, IN AND FOR THE YEAR 2020; AND DECLARING AN EMERGENCY**

**WHEREAS**, the City, by Ordinance in accordance with Section 1724.10 of the Ohio Revised Code, designated The Community Improvement Corporation of Henry County, Ohio ("CIC") as the agency of the City for the industrial, commercial, distribution, and research development of the City; and,

**WHEREAS**, a "Plan" as defined in Section 165.01 of the Revised Code was prepared and confirmed to advance, encourage, and promote the industrial, commercial, distribution, and research development of the City in a manner which among several things, creates and preserves jobs and employment opportunities in the City and the State and improves the economic welfare of the people of the City and of the State; and further, encourages and causes the maintenance, location, relocation, expansion, modernization, and equipment of sites, buildings, structures, and appurtenant facilities for industrial, commercial, distribution, and research activities within the City and thereby preserves, maintains, or creates additional opportunities for employment within the City; and,

**WHEREAS**, this Council desires to further advance the Plan and has determined to financially assist the CIC with operational and the other expenses in the year 2020;  
**Now Therefore,**

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

Section 1. That, in an effort to further advance the "Plan" referenced in the preamble of this Resolution, the City Finance Director is directed and authorized to pay to The Community Improvement Corporation of Henry County, Ohio ("CIC") the amount of thirty-seven thousand four hundred and 00/100 Dollars (\$37,400.00) in and for the year 2020 to the CIC for operational expenses and costs for the advancement of economic development projects for both present companies and future companies. The amounts contributed herein are deemed by this Council to be a proper public expenditure of public funds.

Section 2. That, the monies contributed as found in Section 1 of this Resolution shall be used for operational expenses and to advance the "Plan" as referenced in the preamble of this Resolution and shall not be pledged to secure any debt of the CIC.

Section 3. That, all payments stated in this Resolution are subject to appropriation of funds by Council. In the event appropriation of funds by Council is satisfied, payment shall be made by the Finance Director in quarterly installments to the CIC, all in and for the year 2020.

Section 4. That, Resolution Number 081-18 is repealed upon the effective date of this Resolution.

Section 5. 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 6. 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 7. 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 economic projects to timely move forward; projects that will create jobs; 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, Clerk of Council

*I, Roxanne Dietrich, Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Resolution No. 102-19 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, Clerk of Council*

## **ORDINANCE NO. 088-19**

### **AN ORDINANCE ESTABLISHING A NEW POSITION CLASSIFICATION PAY PLAN FOR EMPLOYEES OF THE CITY OF NAPOLEON, OHIO FOR THE YEAR 2020; REPEALING ORDINANCE NO. 075-18; AND DECLARING AN EMERGENCY**

**WHEREAS**, Council reviewed the proposed Year 2020 annual appropriation measure and finds, in general, as it relates to non-bargaining employees of the City of Napoleon, Ohio, that a compensation increase of two and one quarter percent (2.25%) is generally warranted subject to various considerations as contained herein; and,

**WHEREAS**, Exhibits A, B, and C attached hereto and incorporated herein, reflect pay scales for City of Napoleon non-bargaining employees. The pay scales noted in these Exhibits generally contain a two and one quarter percent (2.25%) pay increase from the 2019 pay scales; and,

**WHEREAS**, Council desires to make said compensation increases effective on the pay period commencing on or about December 16, 2019; and,

**WHEREAS**, Council desires to adopt a new 2020 Classification Pay Plan for its non-bargaining employees as stated in this Ordinance and Exhibits A, B, and C; **Now Therefore,**

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

Section 1. That, notwithstanding any Ordinance or Resolution to the contrary, the City of Napoleon, Ohio, (the "City") establishes a new 2020 Position Classification Pay Plan ("Pay Plan") for its non-bargaining employees.

Section 2. That, effective with the first pay period for the Year 2020, that commences on or about December 16, 2019, the pay scale (steps) for the City's non bargaining employees (full time) shall be established as provided in Exhibit "A." Exhibit "A" contains base hourly rates. Subject to the provisions of the City's Personnel Code, the Employment Policy Manual as Amended 2014-1 (Ordinance No. 042-14), and Section 3 of this Ordinance, the Department Director or Appointing Authority may place any employee affected by this Ordinance at the level of compensation the Department Director or Appointing Authority deems appropriate as listed in Exhibit "A."

Section 3. That, effective with the first pay period for the Year 2020, which commences on or about December 16, 2019, each non-bargaining employee (full time regular) (hourly), subject to Employment Policy Manual Policy Section 8.10 (Compensation Reviews), is eligible on such employee's annual hiring anniversary date of uninterrupted full time service with the City, to be advanced one (1) step in the Pay Plan until the maximum step is reached. The non-bargaining employee's (full time regular) (hourly) step location prior to advancement in the Pay Plan shall be determined by contrasting the base hourly rate said employee received prior to the enactment of this Ordinance with the table found in Exhibit "A" for the respective year. For new hires, the Department Director or Appointing Authority may place an employee within the scale where the Department Director or Appointing Authority deems appropriate considering merit and fitness. Nothing in this Section shall be construed to prohibit a decrease in pay. Step increases for transfer employees shall be in accordance with Section 197.09(e) of the



Personnel Code. A mere reclassification of a current position, where job duties are substantially the same, does not constitute a transfer.

Section 4. That, effective with the first pay period for the Year 2020, that commences on or about December 16, 2019, the pay scale for non-bargaining employee (salaried) (full time) positions of this City which are exempt under the Fair Labor Standards Act (FLSA) as it relates to overtime, shall be provided, unless modified, as established in Exhibit "B," attached and incorporated herein, (expressed in base biweekly salary amounts). Subject to the provisions of the City's Personnel Code, the Employment Policy Manual as Amended 2014-1 (Ordinance No. 084-14), and Section 5 of this Ordinance, the Department Director or Appointing Authority may place any employee affected by this Ordinance at the level the Department Director or Appointing Authority deems appropriate as listed in Exhibit "B."

Section 5. That, effective with the first pay period for the Year 2020, that commences on or about December 16, 2019, each non bargaining employee (salaried) (full time) position of this City as defined in Section 4 of this Ordinance, is eligible to have a minimum salary increase of two and one quarter percent (2.25%) for Year 2020, subject to Employment Policy Manual "Policy Section 8.10 (Compensation Reviews)," calculated from what the employee is making at the time just prior to the proposed increase period, and as reflected in the amounts expressed in Exhibit "B." In no event shall any increase place the employee above the top scale as established in Section 4 of this Ordinance. For new hires or current employees, the Department Director or Appointing Authority may place an employee, at any time, within the scale where the Department Director or Appointing Authority deems appropriate considering merit and fitness. Nothing in this Section shall be construed to prohibit a decrease in pay.

Section 6. That, effective with the first pay period of the Year 2020, that commences on or about December 16, 2019, the Pay Scale (steps) for part time, permanent part time, and temporary employees of this City shall be provided unless modified, as stated in the table found in Exhibit "C" (attached and incorporated herein), except when Federal or State minimum wage of a higher amount is required, then the higher amount of the Federal or State minimum wage shall apply. Subject to the provisions of the City's Personnel Code and Employment Policy Manual as Amended 2014-1 (Ordinance No. 084-14), the Department Director or Appointing Authority may place any employee affected by this Ordinance at the level the Department Director or Appointing Authority deems appropriate as listed in Exhibit "C." Employment Policy Manual 2014-1, Policy Section 8.10, (compensation reviews), is applicable only to permanent part time employees, not part time or temporary employees.

Section 7. All paid part time, permanent part time, and temporary employees of the City shall, effective with the first pay period of the Year 2020, that commences on or about December 16, 2019, have a minimum hourly base pay increase of two and one quarter percent (2.25%) for Year 2020 calculated from what the employee's base rate was just prior to this proposed increase, and as is reflected in the amounts expressed in Exhibit "C" (the amounts include the two and one quarter percent (2.25%) increase). Only permanent part time employees are subject to Employment Policy Manual 2014-1 Policy Section 8.10 (compensation reviews), when applicable. Part time employees of the Fire/Rescue Department will remain on probationary/trainee status until removed by the City Manager upon recommendation of the Fire Chief. For new hires or current employees of the City, the Appointing Authority or Department Director may place an

employee within the scale where the Appointing Authority or Department Director deems appropriate considering merit and fitness. Nothing in this section shall be construed to prohibit a decrease in pay. The non-full time status positions found in Exhibit "C" (i.e. temporary part time or permanent part time) may be modified by the Appointing Authority or Department Director at any time, except that Council shall approve any modification to a full time status. Additionally, the position of Probation Officer PIIG Grant is hereby set as expressed in Exhibit "C."

Section 8. That, compensation for employees' appointments made in order to fill temporarily vacant positions shall be at a rate established by the Department Director or Appointing Authority, except that it shall not exceed the top pay scale established in this Ordinance for the position being filled. Temporary positions being filled by temporary employees for whom no pay scale has been established shall be at a pay scale established by the Department Director or Appointing Authority by comparing the temporary position created to the most similar position established within the same department that is utilizing the temporary employee. In the event no such similar position exists, then it shall be paid in an amount as determined appropriate by the Department Director or Appointing Authority so long as the amount paid may be accomplished without exceeding the department's annual budget.

Section 9. That, notwithstanding any section of this Ordinance to the contrary, compensation of the Clerk of the Napoleon Municipal Court shall be as found in Section 4 of this Ordinance and as stated in Exhibit "B" unless otherwise set by the Municipal Court Judge pursuant to ORC Section 1901.31 (C).

Section 10. That, compensation for the Chief Deputy Clerk and all other Deputy Clerks of the Napoleon Municipal Court shall be as set by the Clerk of the Napoleon Municipal Court pursuant to ORC Section 1901.31 and as stated in Exhibits "A, B, and C."

Section 11. That, the compensation for Municipal Court Bailiff and/or Deputy Bailiff shall be established by the Municipal Court pursuant to ORC Section 1901.32 and as stated in Exhibits "A, B, and C."

Section 13. 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 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. The Chief Probation Officer shall not be entitled to any longevity pay; moreover, the Municipal Court Judge may adjust the Chief Probation Officer's 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 14. That, all positions and/or classifications found in this Ordinance shall be deemed created, established, and existing in and for the City of Napoleon, Ohio. The status of part time employees may be further defined by the Department Director or Appointing Authority as permanent part time, temporary, seasonal, or intermittent employees without affecting the compensation status as stated in this Ordinance.

Nothing in this Ordinance shall be construed as mandating that each and every position and/or classification be filled by this City.

Section 15. That, those employees who are covered by collective bargaining agreements shall be paid in accordance with the respective collective bargaining agreement.

Section 16. That, all compensation paid under this Ordinance is subject to appropriation of funds by Council.

Section 17. That, the Finance Director may adjust compensation for all affected employees to meet the intent of this Ordinance.

Section 18. That, all pay scales reflected in this Pay Plan shall be rounded, utilizing the five rule, to the nearest penny.

Section 19. 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 20. That, any employee who is employed by the City in more than one position shall be paid overtime in accordance with State and Federal wage and salary laws (specifically, after forty hours of work within one week the person should receive overtime based on the salary or wage for the position they are working when they surpass forty hours for that work week). However, but for the employee's normal scheduled employment, the department that causes the overtime shall be liable for the payment of overtime regardless of where the hours were worked.

Section 21. That, Ordinance No. 075-18 is repealed in its entirety effective December 31, 2019.

Section 22. 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 23. 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 24. 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, 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 be in effect at the earliest possible time to allow for proper processing of wages to employees, this 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, Clerk of Council

*I, Roxanne Dietrich, Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Ordinance No. 088-19 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, Clerk of Council*

## 2020 Pay Ordinance

**EXHIBIT "A"**  
(BASE HOURLY RATE)

<u>Title</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
Clerk-Typist II	\$12.28	\$14.13	\$15.17	\$16.27
Receptionist	\$13.89	\$15.93	\$17.08	\$18.36
Administrative Assistant	\$16.92	\$19.53	\$20.97	\$22.58
Front Desk Administrator	\$12.28	\$13.86	\$14.54	\$15.37
Service Building Secretary	\$12.28	\$13.86	\$14.54	\$15.37
Senior Service Building Secretary	\$15.26	\$17.51	\$18.82	\$20.32
Executive Assistant to Appointing Authority	\$20.55	\$21.90	\$23.31	\$24.79
Executive Assistant/Paralegal to Law Director	\$24.79	\$27.08	\$29.08	\$31.09
Account Clerk I	\$12.28	\$13.86	\$14.54	\$15.36
Account Clerk II	\$15.26	\$17.51	\$18.83	\$20.32
Utility Billing Administrator	\$17.33	\$19.95	\$21.37	\$25.38
Senior Account Clerk	\$16.92	\$19.53	\$20.98	\$24.80
Records Clerk/Recorder	\$15.26	\$17.51	\$18.82	\$20.31
Accounts Payable Clerk	\$15.26	\$17.51	\$18.82	\$21.37
Tax Administrator	\$17.33	\$19.95	\$21.37	\$25.38
Engineering Technician	\$18.61	\$21.37	\$22.89	\$24.56
Senior Engineering Technician	\$22.10	\$25.45	\$27.24	\$29.22
Senior Engineering Technician/Zoning Administrator	\$22.10	\$25.45	\$27.24	\$32.15
Staff Engineer	\$20.54	\$23.68	\$25.45	\$27.33
Licensed Staff Engineer	\$27.80	\$29.90	\$32.16	\$35.96
Construction Inspector	\$24.17	\$27.77	\$29.76	\$32.70
Senior Electric Engineering Technician	\$22.10	\$25.45	\$27.24	\$29.22
Electrical Construction/Maintenance Inspector	\$26.80	\$30.84	\$33.07	\$35.45
Zoning Administrator	\$24.18	\$27.77	\$29.77	\$31.91
Assistant Water Superintendent	\$29.67	\$30.77	\$32.46	\$34.16
Chief Water Treatment Operator	\$22.10	\$25.45	\$27.24	\$30.80
Chief Wastewater Treatment Operator	\$22.10	\$24.95	\$27.24	\$30.80
Police Lieutenant	\$0.00	\$32.31	\$33.84	\$35.53
Deputy Court Clerk	\$16.40	\$17.86	\$19.16	\$20.53
Chief Probation Officer	\$19.82			\$21.90
IT Specialist	\$18.24	\$20.18	\$22.13	\$24.08

**EXHIBIT "B"**  
(BASED ON AN 80 HOUR PAY PERIOD)

<u>Title</u>	<u>BOTTOM</u>	<u>TOP</u>
Assistant to the City Engineer	\$2,765.90	\$3,191.43
City Engineer	\$3,244.62	\$3,936.09
Public Works Director	\$3,936.09	\$4,712.67
Golf Course & Grounds Superintendent	\$1,970.71	\$2,649.04
Parks & Recreation Director/Cemetery	\$1,785.92	\$3,103.96
Assistant Finance Director	\$2,947.21	\$3,421.21
Electrical Engineer	\$3,069.34	\$3,574.61
Electric Distribution Superintendent	\$3,129.33	\$3,854.88
IT Administrator	\$1,930.71	\$2,868.11
Human Resources Director	\$2,201.26	\$3,340.50
Municipal Court Bailiff		\$1,378.03
Municipal Court Clerk	\$1,865.60	\$2,086.70
Assistant Fire Chief	\$2,180.81	\$3,191.43
Fire Chief	\$2,712.71	\$3,581.41
Operations Superintendent	\$2,250.36	\$3,191.43
Water Superintendent	\$2,463.78	\$3,320.51
Wastewater Superintendent	\$2,463.78	\$3,320.51
Chief of Police	\$2,860.00	\$3,687.79



2020 Pay Ordinance

**EXHIBIT "C"**  
(BASE HOURLY RATE)

<u>Title</u>	<u>Bottom</u>	<u>Top</u>
Front Desk Administrator (Part Time)	\$9.88	\$13.50
Legal Clerk (Temporary)	\$14.21	\$22.82
Probationary/Trainee Fire Fighter/EMT	\$8.79	\$13.40
All Fire/Rescue Department (Part Time)	\$12.59	\$17.47
Deputy Court Clerk (Part Time)	\$10.95	\$15.04
Deputy Court Bailiff (Part Time)		\$14.40
Probation Officer PIIG Grant		\$16.28
Construction Inspection (Temporary)	\$13.28	\$14.23
Construction Engineer (Temporary) Engineering Dept.	\$40.30	\$43.19
Income Tax/Collection Clerk (Part Time)	\$9.88	\$17.43
Lifeguard (Seasonal)	\$8.79	\$14.76
Seasonal Laborer – Other	\$8.79	\$14.76
Recreation Worker (Seasonal)	\$8.79	\$14.76
Parks Maintenance Worker (Seasonal)	\$8.79	\$14.76
Golf Course Clubhouse Attendant (Seasonal)	\$8.79	\$14.76
Senior Center Fitness Coordinator (Part Time)	\$8.79	\$14.76
Code Enforcement Inspector	\$19.15	\$29.79
Adjunct EMS Instructor for the Fire Department (Part Time)		\$20.45
Adjunct Fire Instructor for the Fire Department (Part Time)		\$20.45

## **RESOLUTION NO. 089-19**

### **A RESOLUTION APPOINTING MAYOR JASON MAASSEL AND COUNCILMAN DAN BAER TO REPRESENT THE CITY OF NAPOLEON, OHIO AS MEMBERS OF THE BOARD OF DIRECTORS OF THE COMMUNITY IMPROVEMENT CORPORATION OF HENRY COUNTY, OHIO; AND DECLARING AN EMERGENCY**

**WHEREAS**, the Community Improvement Corporation of Henry County, Ohio was deemed an Agent of the City of Napoleon, Ohio for industrial, commercial, distribution, and research development by the approval and passage of Ordinance No. 106-05; and,

**WHEREAS**, the Community Improvement Corporation of Henry County, Ohio (CIC) exists for a public purpose, namely as an Agent of the City of Napoleon, Ohio to create and preserve jobs and employment opportunities in the City and improve the economic welfare of the residents of the City and of the State; and further encourages and causes the maintenance, location, relocation, expansion, modernization, and equipment of sites, buildings, structures, and appurtenant facilities for industrial, commercial, distribution, and research activities within the City and thereby preserves, maintains, or creates additional opportunities for employment within the City; and,

**WHEREAS**, the affairs of the CIC are managed by a Board of Directors ("Board"), with six (6) voting members, two (2) of which are designated for elected officials, and four (4) of which are designated for City residents; and,

**WHEREAS**, the City is required to formally designate two (2) elected officials to represent the City on the Board and to exercise the duties of CIC; **Now Therefore**,

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

Section 1. That, effective immediately, Jason Maassel and Dan Baer, as incident of their capacity as Mayor of, and a Councilmember of the Municipality respectively, hereby are designated the representatives of the Municipality on the Board of the CIC to act on behalf of the Municipality and discharge duties as a voting member of said Board.

Section 2. That, the representatives so designated are authorized and empowered, acting for, in the name of and on behalf of the Municipality, and as the Municipality's agent, to exercise all the functions, powers, rights and privileges, and to fulfill the obligations, that the Municipality may have as a voting member of the Board, including, without limitation, to attend and take part in meetings of the Board and of committees of the Board, to vote on and otherwise act with respect to all matters that may properly come before the Board or any committee of the Board, and to do or cause to be done all acts, and to take all steps as may in each case be, in the opinion of such representative, necessary or desirable in order to represent the Municipality and exercise its functions, powers, rights and privileges, and to fulfill its obligations, as a Director and to carry out the full intent and purposes of this Resolution and the purposes and powers of the CIC.

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 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 designate new representatives to the CIC Board which affects the public peace, health, and 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 allow for the proper representation 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, Clerk of Council

*I, Roxanne Dietrich, Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Resolution No. 089-19 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, Clerk of Council

## **RESOLUTION NO. 091-19**

**A RESOLUTION AMENDING RESOLUTION NO. 080-18, A RESOLUTION AUTHORIZING EXPENDITURE OF FUNDS IN EXCESS OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000) IN AND FOR THE YEAR 2019 AS IT RELATES TO REOCCURRING COSTS ASSOCIATED WITH THE OPERATION OF THE CITY, FOR PAYMENT OF EXPENSES, AND FOR PURCHASES ASSOCIATED WITH VENDORS UTILIZED BY MULTIPLE DEPARTMENTS WITHIN THE CITY; ELIMINATION OF NECESSITY OF COMPETITIVE BIDDING IN AND FOR THE YEAR 2019 AS IT RELATES TO CERTAIN TRANSACTIONS; AND DECLARING AN EMERGENCY**

**WHEREAS**, the City each year has reoccurring costs associated with the conducting of business with groups or associations established for or on behalf of the political subdivisions or instrumentalities of the State, which annually exceed twenty-five thousand dollars (\$25,000.00); and,

**WHEREAS**, the City each year has reoccurring costs associated with the conducting of business, many which result in mandatory payments or merely occurs as a result of the method of accounting utilized by the City's Finance Department; and,

**WHEREAS**, for convenience and efficiency, purchase orders are annually written to vendors by multiple departments of the City with a combined total that exceeds twenty-five thousand dollars (\$25,000); and,

**WHEREAS**, Resolution No. 080-18 was previously passed on December 21, 2018; and,

**WHEREAS**, certain vendors were omitted from Resolution No. 080-18, and Council is now desirous to add these vendors for proper payment. **Now Therefore**,

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

Section 1. That, the expenditure of funds by the City in excess of twenty-five thousand dollars (\$25,000), in and for the year 2019, is hereby necessary and authorized as a proper public expenditure, subject to appropriation of funds, for purchases, services, coverage, or benefits listed in Exhibit "A" attached hereto and made a part of this Resolution.

Section 2. That, the expenditure of funds by the City in excess of twenty five thousand dollars (\$25,000), in and for the year 2019, is hereby necessary and authorized as a proper public expenditure, subject to appropriation of funds, for the following purchases associated with recreation, fund balance maintenance, public labor costs, public auditing, utilities, bonding, accounting, the payment of debt service, postal service, banking, permitting, and codification listed in Exhibit "B" attached hereto and made a part of this Resolution.

Section 3. That, the expenditure of funds in excess of twenty five thousand dollars (\$25,000) is hereby necessary and authorized as a proper public expenditure, subject to appropriation of funds, for the City's cumulative purchase of product, supply, equipment and/or services periodically through the year 2019 from the following vendors; however, in no event shall the amount exceed twenty five thousand dollars (\$25,000) for any one purchase of product, supply, equipment and/or services or any one specific project under the authority of this Resolution listed in Exhibit "C" attached hereto and made a part of this Resolution.

Section 4. That, due to nature or uniqueness of the transactions or vending listed in Sections 1, 2 and 3 of this Resolution, except for the prohibition in Section 3 regarding the one time purchase over twenty-five thousand dollars (\$25,000), any requirement that may exist for competitive bidding is hereby eliminated in the best interest of the City.

Section 5. That, Resolution No. 080-18 is hereby amended to include BHM CPA Group, Inc. on Exhibit "B" for the purpose of auditing services.

Section 6. That, Resolution No. 080-18 is hereby amended to include Terex Utilities, Inc. on Exhibit "C" for the purpose of electric equipment purchases.

Section 7. That, nothing in this Resolution shall be construed as to eliminate the necessity of quality based selection as it relates to architect, engineer or construction services for any one project that would otherwise require such a selection process, as such elimination of quality based selection would require separate Council action; moreover, nothing in this Resolution shall be construed as to eliminate the restriction found in Section 3 of this Resolution as it relates to a single purchase or project expenditures.

Section 8. 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 9. 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 10. 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 prompt purchases required to remain operational, being operational essential 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 begin the payment process 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, Clerk of Council

*I, Roxanne Dietrich, Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Ordinance No. 091-19 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, Clerk of Council



## EXHIBIT "A"

American Municipal Power, Inc. Services	For: Contracted Power Purchase and
BORMA Benefit Plans	For: Insurance Premiums (Health)
CIC of Henry County, Ohio	For: Economic Development Services
Four County Career Center	For: Training Services
Henry County Auditor	For: Auditor Fees and Assessment Fees
Henry County Chamber of Commerce	For: Chamber Programs
Henry County EMA	For: Emergency Management Agency
Henry County Engineer Materials	For: Engineering Shared Projects and
Henry County Regional Water/Sewer District	For: Payments for Water Collections
Auditor of State of Ohio	For: Annual Auditing Services
John Donovan - Law Librarian	For: Law Library Payments
MAN Unit Force	For: Police Services and Narcotics Task
Maumee Valley Planning	For: CHIS/CHIP Grant Administration
Napoleon/Henry County Chamber of Commerce	For: Tourist Bureau and other
Ohio Bureau of Workers Compensation Coverage	For: Employee Worker's Comp. Insurance
Ohio Police Pension Fund	For: Police Pension Payment
Ohio Fire Pension Fund	For: Fire Pension Payment
Ohio Public Employers' Retirement System	For: Pension Payments
Public Entities Pool (PEP)	For: Insurance Premiums (Property & Casualty)
Treasurer State of Ohio	For: Various Items

## EXHIBIT "B"

### BHM CPA Group, Inc.

Bonded Chemical

Calfee, Halter & Griswold, LLP

City of Napoleon, Fuel Rotary

City of Napoleon, Garage Rotary

City of Napoleon, Income Tax

City of Napoleon, Payroll

City of Napoleon, Reimbursements

City of Napoleon, Rescue

City of Napoleon, Utility

City of Napoleon, Utility

City of Napoleon, Utility

City of Napoleon, Utility

Embarq (Centurylink)

Farmer and Merchant's State Bank

Greenline

Huntington National Bank

KSB Dubric

Napoleon, Inc.

National City Bank

Ohio CAT

Ohio Gas Company

Ohio Water Development (OWDA)

OMEGA JV5/Amp-Ohio Inc.

OMEGA JV6/Amp-Ohio Inc.

PNC Bank, N.A.

Rescue-Township Charges (EMS)

Schonhardt and Associates

Smart Bill, LTD

Mailing

Squires, Patton, Boggs (US) LLP

The Accumed Group

Treasurer State of Ohio

Trojan Technologies

US Bank N.A.

### For: Auditing Services

For: Chemicals at Water Treatment Plant

For: Specialized Legal Services

For: Fuel Purchases

For: Garage Rotary Services

For: Refunds of Income Taxes

For: Payroll Postings

For: Inter-fund Reimbursements

For: Township Portion of EMS Revenues

For: Meter Deposit Refunds

For: Utility Services

For: Water and Sewer Refunds

For: Electric Refunds

For: Telephone Services

For: Banking and Debt Service Payments

For: Telephone Services

For: Banking & Debt Service Payments

For: Pump supplies and repairs

For: Newspaper Publication Services

For: Debt Service Payment

For: Equipment Rental & Parts

For: Utility Services

For: Debt Service Payment

For: Purchase of Power

For: Purchase of Power

For: Debt Service Payments

For: EMS Revenues to Townships

For: CAFR Preparation

For: Outsourcing of Utility Bill Printing and

For: Bond Counsel (Professional Services)

For: EMS Billings and Collections

For: Payments to State

For: Parts for UV system

For: Debt Service Payments

US EPA (Treasurer, State of Ohio)

For: Permits

US Postmaster

For: Postal Services and Supply

Telnamix

For: City Phone Services

Verizon Wireless

For: Wireless Phone Services

Walter Drain Co.  
Services)

For: Codification Services (Professional

Weltman, Weinberg & Reis

For: Collection Services

## EXHIBIT "C"

Amazon	For: Various City Supplies & Equipment
A & A Custom Crushing	For: Concrete Crushing
A Cut Above The Rest Tree Service	For: Tree Services
Advanced Rehabilitation Technology	For: Sewer Cleaning and Rehabilitation
AECOM Services)	For: Engineering Services (Professional
Aerrotek Services)	For: Temporary Staffing (Professional
Altec Industries	For: Digger Truck Services
All Seasons Tree Care	For: Tree Services
Alloway	For: Professional Services – Lab Testing
American Property Analysts	For: Property Appraisals
American Rock Salt Co., LLC	For: Road Salt
Anixter Inc. Supplies	For: Electrical Transformers, Parts and
Aramark	For: Uniform Services
Arcadis Professional	For: Engineering Services (Consulting & Services)
Auglaize Tree Service	For: Tree Services
Baker Gas	For: Water Chemicals
Baker Vehicle Systems	For: Vehicle Parts & Repairs
Baldwin Poles	For: Utility Poles
Bob Wingate, Integrity Solutions Repairs	For: Bridge Inspections, Management &
Boundtree Medical Supply, LLC	For: Medical Supplies
Brown Supply Co.	For: Janitorial Supplies
Brownstown Electric Supply	For: Electrical Supplies
Buck Pavement Restoration	For: Crack Sealing
Buckeye Pumps	For: Pump Repairs and Parts
Burch Hydro	For: Electrical Supplies
Burch Hydro	For: Sludge Removal
Burke Excavating and Mowing	For: Construction and Mowing Services
Bryan Excavating	For: Construction Services
Cahaba Timber	For: Wood Electric Poles
Cargill, Inc.	For: Road Salt

C&W Tank Cleaning	For: Digester Cleaning
CDW Government, Inc.	For: Computers and Supplies
Chemtrade Chemicals US, LLC	For: Chemicals
City Blue, Inc.	For: Survey Supplies
Clarke Mosquito Control Product	For: Mosquito Control Supply
Clemons Nelson	For: Legal Services
CMI (Creative Microsystems, Inc.)	For: Software and Hardware Systems
Compass Minerals America	For: Road Salt
D & R Demolition Corp.	For: Concrete Crushing
Defiance County Landfill Biosolids	For: Sanitation Dumping Services/Landfill
Dennis Panning Excavating	For: Yard Waste Hauling and Disposal
Detroit Salt Company	For: Road Salt
Downtown	For: Downtown Renovation Vendors
Enaqua	For: Parts for UV Units
Encompass Engineers	For: Electrical Engineering Services
Estabrook, Corp.	For: Pump Supplies and Repairs
Ferguson Waterworks	For: Operations Parts and Supplies
Finley Fire Equipment	For: Fire Engines and Service Repairs
Fire Safety Services Inc.	For: Fire Services and Supply
Fire Service, Inc.	For: Fire Services and Supply
Fitzenrider, Inc. Work	For: Heating and Air Conditioning Service
Flex-Com	For: Camera Systems
Forrest Auto Supply	For: Automotive Parts & Supplies
Ft. Defiance Service Master	For: Cleaning and Sanitizing Services
Garcia Surveyors, Inc. Services)	For: Surveying Services (Professional
Gerken Asphalt Paving, Inc.	For: Paving Materials & Asphalt Laying
Go Green, Inc.	For: Brush Grinding Services
Henschen and Associates, Inc.	For: Software and Hardware Systems
Hoff Consulting, LLC	For: Consulting Services
Hydro Dyne Engineering, Inc. Screens	For: Wastewater Remanufacturing of
Jack Doheny Supplies Ohio, Inc.	For: Wastewater Supplies
J.A. Hillis Excavating, LLC	For: Excavation Services
Jennings Strauss & Salmon, LLC	For: Transmission Tariff Consultant
Jones & Henry Engineers, LTD	For: Consulting Services

K-Tech	For: Beet Heet
Kalida Truck	For: Vehicle Accessories
Koester Corp.	For: Engineering Services
Kuhlman Corp.	For: Parts and Supply
Kurtz Ace Hardware	For: Supply
The Mannik and Smith Group, Inc. Services)	For: Engineering Services (Professional
Masterpiece Sign Graphics, Inc.	For: Signs
The Accumed Group	For: Ambulance Billing Services
Meeder Investment Management	For: Investment Management Services
Meggar	For: Electrical Testing Equipment
Mel Lanzer Co.	For: Construction Services
Meldrum Mechanical	For: Pump Supplies & Equipment Repairs
Melrose Pyrotechnics, Inc.	For: Fireworks
Midwest Compost	For: Digester Cleaning
Miller Brothers Construction Services	For: Trucking, Hauling, and Excavating
Milsoft	For: Outage Management Software
Mohre Electronics Co.	For: Radio Services, Parts and Supply
Morton Salt	For: Road Salt
Neptune Equipment Co. (NECO)	For: Meter Parts and Supplies
Newegg Business	For: Computers and Supplies
Northwest Landscape Service City Owned	For: Landscaping and Supplies, Roadside & Property Mowing
Northwest Nursery	For: Tree Services
Northwest Pools	For: Pool Chemicals
NRP Midwest	For: Wastewater Treatment Chemicals
Ohio Dpt. of Transportation (ODOT)	For: Road Salt & Other Items
Office Depot	For: Office Supply
One Source Waste Solutions	For: Waste Services
O'Reilly Auto Parts	For: Parts & Supplies
Path Master	For: Traffic Signals Supplies and Services
Paulding County Engineer's Office	For: Cold Patch
Pepco	For: Supplies
Peterson Construction Company	For: Construction Services
Parker Hannfin Corp.	For: Water Meter Analyzer
Perrysburg Pipe and Supply	For: Parts and Supply
Perry Corporation	For: Copier, Scanner and Printer Supplies



Peterman Associates, Inc. Services)	For: Engineering Services (Professional
PNR Communications	For: Radio repair and parts
POET Ethanol Products	For: Chemical for Water Treatment
Poggemeyer Design Group	For: Electrical Engineering Services
Porter's BP, LLC	For: Gas and Diesel Fuel
Powerhouse Supply	For: Electrical Parts and Supplies
Processing Solutions	For: Water Treatment Chemicals
Quality Cleaning (Michael D. Draper)	For: Janitorial Services
Reed City Power Line Supply Co.	For: Electrical Parts and Supply
Reinke Ford	For: Automotive Services
Residex, LLC	For: Golf Course Chemicals
Reveille	For: Engineering Services
Rich Ford	For: Vehicle Repair Services
RTEC Communications, Inc.	For: Communication Supplies & Equipment
S & S Directional Boring	For: Directional Boring
Sauber Manufacturing Co.	For: Reel Trailers
Saylor Tree Service, LLC	For: Tree Services
Schneider	For: Software for Metering
Schweitzer Engineering	For: Electrical Substation Materials
Snyder Chevrolet, Inc.	For: Automotive Services
Solomon Corporation	For: Transformers and Electric Supplies
Southeastern Equipment	For: Operations Parts and Supplies
Spectrum Engineering Corp. Services)	For: Engineering Services (Professional
Stantec Consulting Services, Inc. Services)	For: Engineering Services (Professional
Statewide Ford	For: Police vehicle
Stoops Freightliner	For: Vehicle parts
Stuart C. Irby Co.	For: Electrical Parts & Supplies
Superior Uniform Sales, Inc.	For: Uniform Services
Survalent Technology	For: SCADA Programming Services
Tawa Tree Service	For: Tree Services
Tawa Mulch Landscape Supply	For: Landscaping Services
<a href="#">Terex Utilities, Inc.</a>	<a href="#">For: Electric Equipment Purchases</a>
Thomas Spillis	For: Janitorial Services
Toledo Edison	For: Contracted Power Services
Toledo Fence & Supply Co.	For: Fencing Supplies

T & R Electric	For: Transformers
Tri City Industrial Power	For: Batteries & Other Power Supplies
Univar	For: Chemicals for Water Treatment
US Utility Contractor Co.	For: Traffic and Electrical Services
USALCO	For: Chemicals for Water Treatment
Utility Service Group	For: Chemicals for Water Treatment
Utility Services	For: NERC Compliance Services
Utility Truck Equipment	For: Bucket Truck
Vermeer	For: Wood Chipper/Parts
Vernon Nagel, Inc.	For: Trucking, Hauling, and Excavating
Services	
Viking Trucking, Inc.	For: Trucking and Hauling Services
Vince's TV and Appliance	For: Networking and Computer Supplies
Werlor, Inc.	For: Brush Grinding Services/Recycling
Services	
Wesco Distribution, Inc.	For: Electrical Supplies
Wigen Water Technologies	For: Membrane Services, Cleaning &
Chemicals	
Wood County Land Fill	For: Sanitation Dumping Services
WR Meyers Co., Inc.	For: Construction and Excavating Services
Wright Express FSC-WEX, Inc.	For: Fuel Purchases
Zacks Recycling, LLC	For: Recycling Services
Zimmerman, Jack	For: Road Striping Services

**ORDINANCE NO. 092-19**

**AN ORDINANCE ALLOWING SUPPLEMENTALS TO THE ANNUAL APPROPRIATION MEASURE UP TO \$25,000 BETWEEN THE QUARTERLY BUDGET ADJUSTMENTS BY THE CITY FINANCE DIRECTOR PURSUANT TO O.R.C. SECTION 5705.40, COMMENCING THE FISCAL YEAR 2020 ON AN AS NEEDED BASIS; AND DECLARING AN EMERGENCY**

**WHEREAS**, the City is a charter municipality having those powers of self government as stated in Article I of its Charter; and,

**WHEREAS**, supplementals may be required for expenditures on an as needed basis, up to \$25,000 between the quarterly budget adjustments, thus it becomes necessary to supplement the annual appropriation measure; and,

**WHEREAS**, a form will be filled out for the supplementals and signed by both the City Finance Director and City Manager; and,

**WHEREAS**, the City Finance Director will provide a report of the supplementals to Council, as said supplementals occur, at the next scheduled Council meeting; **Now Therefore**,

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

Section 1. That, pursuant to Section 5705.40 of the Ohio Revised Code and this Ordinance, the Finance Director is hereby authorized and directed to supplement the annual appropriation measure, up to \$25,000 between the quarterly budget adjustments, as listed above on an as needed basis commencing the Fiscal Year 2020.

Section 2. That, the annual appropriation measure passed in Ordinance No. 082-19 for the fiscal year 2020 shall be supplemented as necessary.

Section 3. That, subsequent annual appropriation measures shall hereby be supplemented as necessary as permitted by this Ordinance No. 092-19, until such time as this Ordinance is amended or repealed by Council.

Section 4. That, all above listed supplementals shall be approved and signed by both the City Finance Director and the City Manager.

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 the City 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, only that portion shall be held invalid and the remainder shall remain valid.

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

assure the prompt and efficient conduct of the municipal operations related to public peace, health or safety 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 be in effect at the earliest possible time to allow for proper payment of current expenses, and for further reasons as stated in the Preamble hereof.

Section 8. That, this Ordinance shall remain in effect until such time that it is amended or repealed by Council.

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

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

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

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

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

Attest:

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

*I, Roxanne Dietrich, Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Ordinance No. 092-19 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, Clerk of Council*

**ORDINANCE NO. 093-19**

**AN ORDINANCE ALLOWING THE TRANSFER OF APPROPRIATIONS FROM THE PERSONAL LINE ITEMS TO THE OTHER LINE ITEMS, AND FROM THE OTHER LINE ITEMS TO THE PERSONAL LINE ITEMS IN ANY FUND UP TO \$25,000 BETWEEN THE QUARTERLY BUDGET ADJUSTMENTS, BY THE CITY FINANCE DIRECTOR PURSUANT TO O.R.C. SECTION 5705.40 COMMENCING THE FISCAL YEAR 2020 ON AN AS NEEDED BASIS; AND DECLARING AN EMERGENCY**

**WHEREAS**, the City is a charter municipality having those powers of self government as stated in Article I of its Charter; and,

**WHEREAS**, appropriations may be required for expenditures in funds on an as needed basis, up to \$25,000 between the quarterly budget adjustments, it becomes necessary to transfer appropriations from the personal line items to other line items, and from other line items to the personal line items; and,

**WHEREAS**, a form will be filled out for the transfer of appropriations and signed by both the City Finance Director and City Manager; and,

**WHEREAS**, the City Finance Director will provide a report of the transfer of appropriations to Council, as said transfer of appropriations occur, at the next scheduled Council meeting; **Now Therefore**,

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

Section 1. That, pursuant to Section 5705.40 of the Ohio Revised Code and this Ordinance, the Finance Director is hereby authorized and directed to transfer appropriations, up to \$25,000 between the quarterly budget adjustments, as listed above on an as needed basis commencing the Fiscal Year 2020.

Section 2. That, the annual appropriation measure passed in Ordinance No. 082-19 for the fiscal year 2020 shall be amended by the transfer of appropriations as necessary.

Section 3. That, subsequent annual appropriation measures shall hereby be amended as necessary as permitted by this Ordinance No. 093-19, until such time as this Ordinance is amended or repealed by Council.

Section 4. That, all above stated transfer of appropriations shall be approved and signed by both the City Finance Director and the City Manager.

Section 5. 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 the City 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, only that portion shall be held invalid and the remainder shall remain valid.

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 assure the prompt and efficient conduct of the municipal operations related to public peace, health or safety 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 be in effect at the earliest possible time to allow for proper payment of current expenses, and for further reasons as stated in the Preamble hereof.

Section 8. That, this Ordinance shall remain in effect until such time as it is amended or repealed by Council.

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

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

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

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

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

Attest:

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

*I, Roxanne Dietrich, Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Ordinance No. 093-19 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, Clerk of Council*



**ORDINANCE NO. 094-19**

**AN ORDINANCE ALLOWING THE TRANSFER OF CERTAIN FUND  
BALANCES FROM RESPECTIVE FUNDS TO OTHER FUNDS PER  
SECTION 5705.14 ORC, UP TO \$25,000 BETWEEN THE QUARTERLY  
BUDGET ADJUSTMENTS, BY THE CITY FINANCE DIRECTOR  
PURSUANT TO O.R.C. SECTION 5705.14 COMMENCING THE FISCAL  
YEAR 2020 ON AN AS NEEDED BASIS; AND DECLARING AN  
EMERGENCY**

**WHEREAS**, the City is a charter municipality having those powers of self government as stated in Article I of its Charter; and,

**WHEREAS**, in order to provide cash for approved expenditures in certain funds on an as needed basis, it is necessary to transfer funds from respective funds to other funds; and,

**WHEREAS**, a form will be filled out for the transfer of fund balances and signed by both the City Finance Director and City Manager; and,

**WHEREAS**, the City Finance Director will provide a report of the transfer of fund balances to Council, as said transfer of funds occur, at the next scheduled Council meeting; **Now Therefore**,

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

Section 1. That, pursuant to Section 5705.14 of the Ohio Revised Code and this Ordinance, the Finance Director is hereby authorized and directed to transfer funds, up to \$25,000 between the quarterly budget adjustments, as listed above on an as needed basis commencing the Fiscal Year 2020 and continuing until such time as this Ordinance is amended or repealed by Council.

Section 2. That, subsequent annual appropriation measures shall hereby be amended as necessary as permitted by this Ordinance No. 094-19, until such time as this Ordinance is amended or repealed by Council.

Section 3. That, all above stated transfer of funds shall be approved and signed by both the City Finance Director and the City Manager.

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 the City 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, only that portion shall be held invalid and the remainder shall remain valid.

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

assure the prompt and efficient conduct of the municipal operations related to public peace, health or safety 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 be in effect at the earliest possible time to allow for proper payment of current expenses, and for further reasons as stated in the Preamble hereof.

Section 7. That, this Ordinance shall remain in effect until such time as it is amended or repealed by Council.

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

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

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

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

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

Attest:

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

*I, Roxanne Dietrich, Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Ordinance No. 094-19 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, Clerk of Council*



# City of Napoleon, Ohio

P.O. Box 151

255 West Riverview Avenue

Napoleon, OH 43545

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

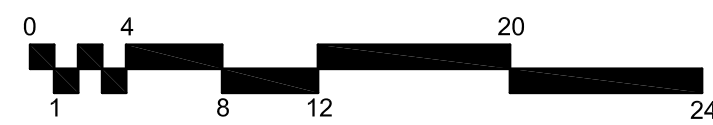
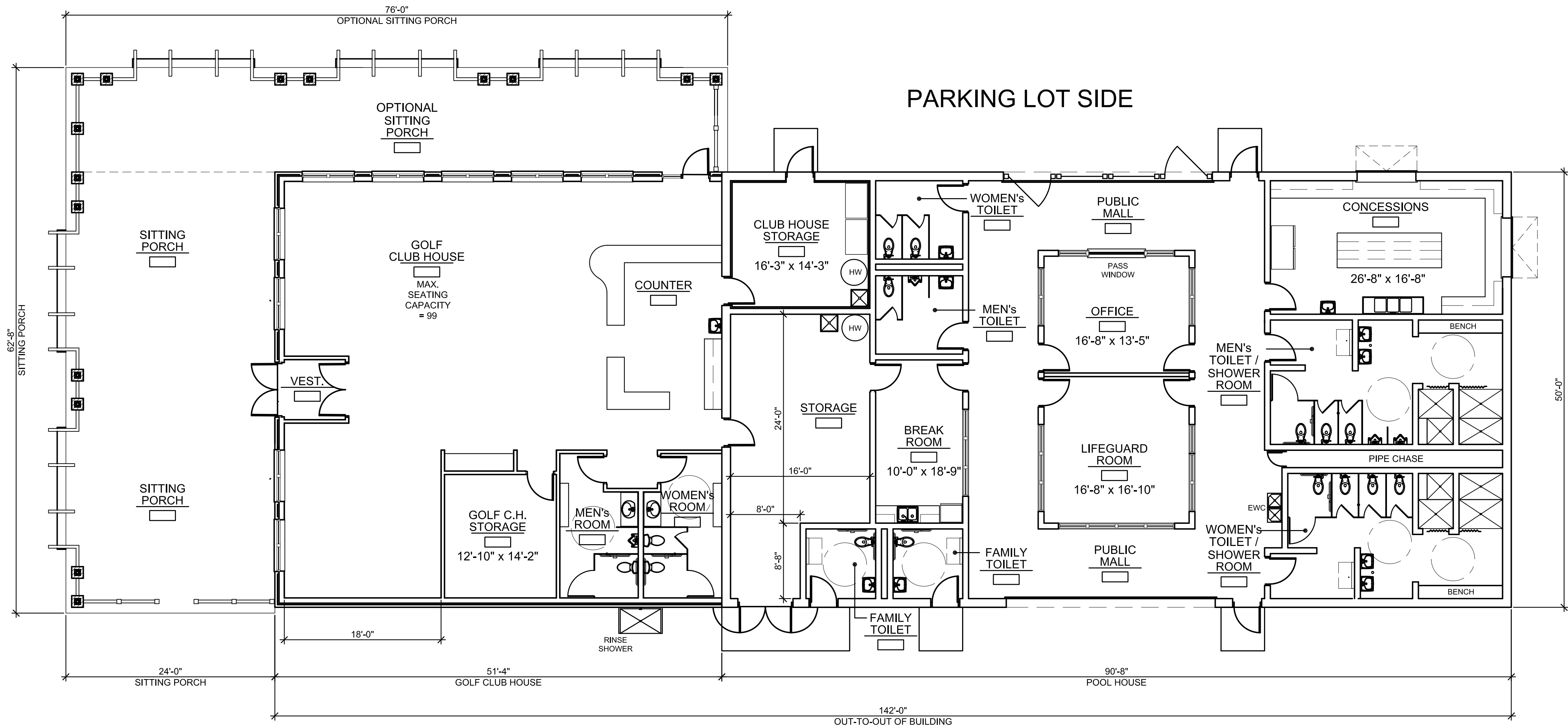
[www.napoleonohio.com](http://www.napoleonohio.com)

## Memorandum

**To:** Mayor and Members of City Council  
**From:** Joel Mazur, City Manager  
**cc:**  
**Date:** January 2, 2020  
**Subject:** Pool Commission Recommendation

At their meeting on Wednesday, December 18, 2019, the New Swimming Pool Aquatic Facility Commission recommended approval of the building and clubhouse floor plan as presented. A copy of that floor plan is attached. Staff will continue to work with the engineers.

GOLF COURSE



PROPOSED FLOOR PLAN

SCALE: 1/8" = 1'-0"



POOL SIDE

DRAFT

PROPOSED FLOOR PLAN  
NAPOLEON AQUATIC CENTER  
POOL, BATH HOUSE, CLUB HOUSE REPLACEMENT AND  
PARKING LOT REHAB & EXPANSION  
CITY OF NAPOLEON, OHIO

Created: 12/16/19	Plotted: 12/16/19	Scale: As Noted
Drawn: R. DANIEL GRIMES	Approved:	---
Drawing Name: FLOOR PLAN		

Sheet 00 Of 00



City of Napoleon  
Engineering Department  
255 West Riverview Avenue  
Napoleon, Ohio 43545  
Phone: (419) 592-4010  
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No.	Date	Revision	Chkd. By



# City of Napoleon, Ohio

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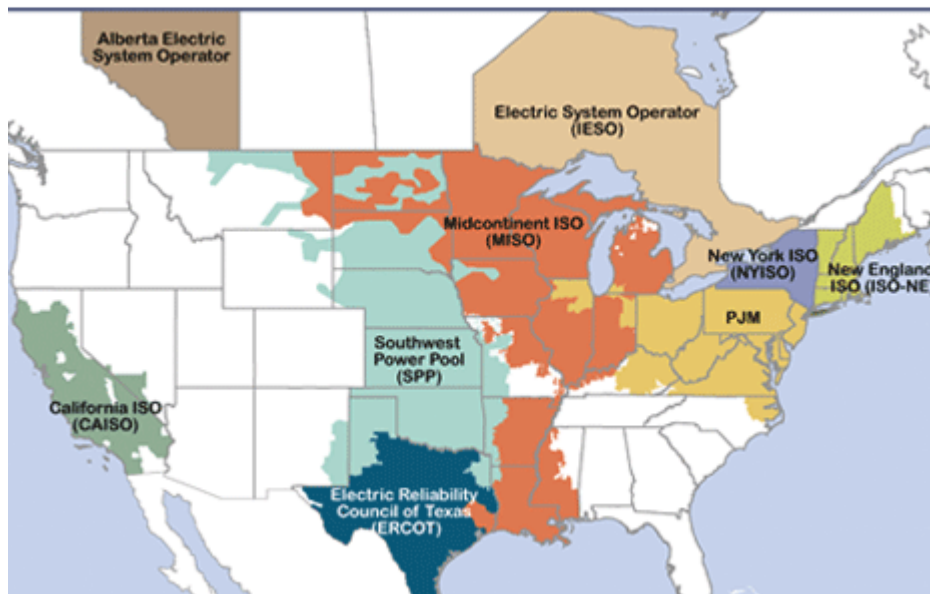
[www.napoleonohio.com](http://www.napoleonohio.com)

## Memorandum

**To:** Electric Committee and Board of Public Affairs  
**From:** Joel L. Mazur, City Manager  
**Date:** January 3, 2020  
**Subject:** Regional Transmission Organizations (RTOs)

At the December Electric Committee and Board of Public Affairs meeting, it was requested to have information provided, in writing, to the Committee and BOPA explaining the RTOs.

RTOs facilitate competitive wholesale electricity markets as required by federal legislation and regulations. Open access, non-discriminatory regulated cost-of-service transmission provides the path between competitive wholesale suppliers and load. The map below shows the different Regional Transmission Organizations (RTOs), we are in the PJM area.



### History of RTOs

RTOs were created by the Federal Energy Regulatory Commission (FERC) as a way to handle the challenges associated with the operation of multiple interconnected independent power supply companies. FERC describes this as a voluntary system. The traditional model of the vertically integrated electric utility with a transmission system designed to serve its own customers worked extremely well for decades. As dependence on a reliable supply of electricity grew and electricity was transported over increasingly greater distances, power pools were formed and interconnections developed. Transactions were relatively few and generally planned well in advance.

However, in the last decade of the 20th century, some policy makers and academics projected that the electrical power industry would ultimately experience deregulation, and RTOs were conceived as the way to handle the vastly increased number of transactions that take place in a competitive environment. About a dozen states decided to deregulate but some pulled back following the California electricity crisis of 2000 and 2001.

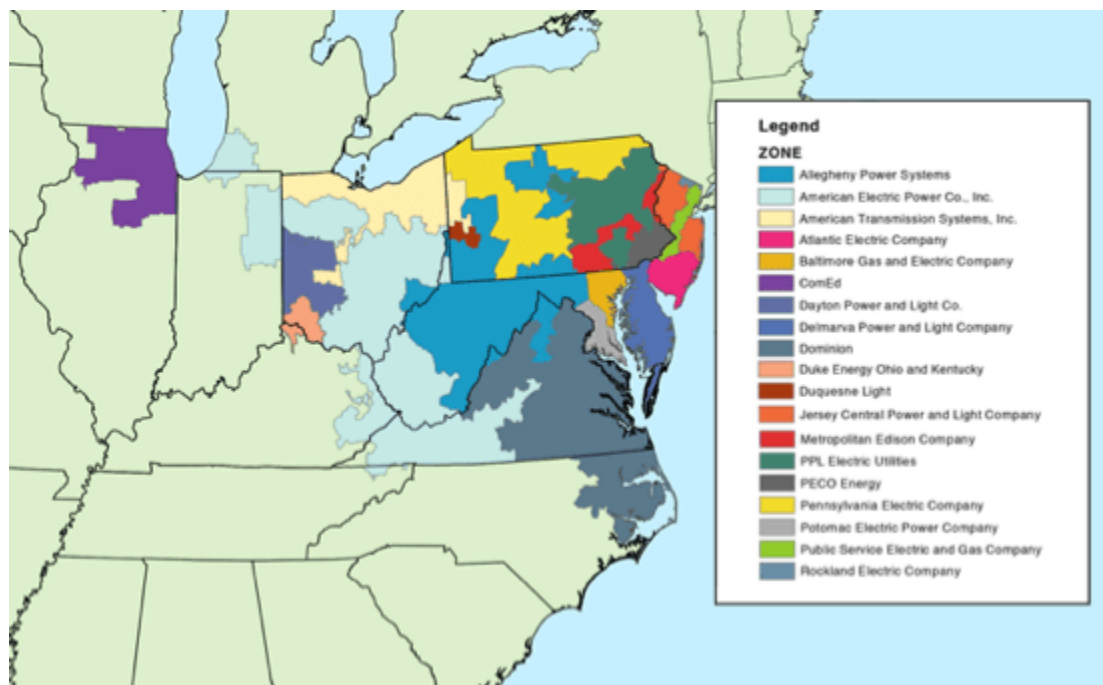
RTOs ensure three key free marketer drivers: open access and non-discriminatory services, the continued reliability of a system unequalled anywhere else, and elimination of multiple transmission charges to not negate the savings to the end-use customer.

The RTO concept provides for separation of generation and transmission and elimination of pancaked rates, and it encourages a diverse membership including public power. Wider membership contributes to the establishment of an entity with the size necessary to function as an RTO.

### Cost Allocation

With all these changes, the feds had to make decisions about how the cost of transmission would be allocated among customers. Relative to cost allocation, FERC determined “The cost of transmission facilities must be allocated to those within the transmission planning region that benefit from those facilities in a manner that is at least roughly commensurate with estimated benefits.” (FERC 2010, p. 91).

In PJM, we have determined that certain high voltage facilities benefit the entire PJM footprint (13 states and the District of Columbia) while certain lower voltage facilities benefit an individual transmission owners zone. Other facilities costs are borne solely by the customers being directly served. Based on the methods established by legal precedent, Napoleon’s facilities would qualify for zonal cost allocation. In other words, they would benefit customers beyond Napoleon and qualify for zonal cost allocation (See the map below, we are in the ATSI Zone).



Instead of paying 100% of the cost of these facilities, Napoleon would pay its load ratio share of the ATSI transmission zone based on Napoleon’s contribution to the transmission peak. Based on Napoleon’s load of 30.4 MW, this would be 0.24% of the ATSI peak load.



If you would like more detailed information, below are two websites you can check out.

**What is an RTO.** <https://www.ferc.gov/industries/electric/indus-act/rto.asp>

**Transmission Benefits and Cost Allocation** by William W. Hogan - Mossavar-Rahmani Center for Business and Government - John F. Kennedy School of Government Harvard University - Cambridge, Massachusetts May 31, 2011. [https://sites.hks.harvard.edu/fs/whogan/Hogan\\_Trans\\_Cost\\_053111.pdf](https://sites.hks.harvard.edu/fs/whogan/Hogan_Trans_Cost_053111.pdf)



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## Memorandum

**To:** City Council, Mayor, City Manager, City Law  
Director, Department Supervisors, Newsmedia  
**From:** Roxanne Dietrich, Executive Assistant to Appointing  
Authority/Clerk of Council  
**Date:** January 2, 2020  
**Subject:** Technology and Communications Committee –  
Cancellation

The regularly scheduled meeting of the **Technology and Communications Committee** for Monday, January 06, 2020 at 6:15 pm has been CANCELED due to lack of agenda items.

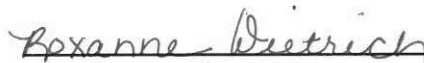
*City of Napoleon, Ohio*

**PARKS AND RECREATION BOARD**  
**Special Meeting Agenda (Amended)**

Wednesday, January 08, 2020 at 6:30 pm

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

1. Organization of Board Members.
2. Approval of Minutes: October 30, 2019. *(in the absence of any objections or corrections, the Minutes shall stand approved)*
3. Update on Napoleon Aquatic Center Plans
4. Discussion on the 2020 Budget
5. Discussion and/or Action on 2019 Parks and Recreation Service Award
6. Miscellaneous
7. Any Other Matters to Come Before the Board.



Roxanne Dietrich

Executive Assitant to Appointing Authority/Clerk of Council

## PARKS AND RECREATION BOARD

### Meeting Minutes

Wednesday, October 30, 2019 at 6:30 pm

#### PRESENT

Board Members

Matt Hardy-Chair, Peg Funchion Vice-Chair, Chad Richardson, Ryan Miller, Jon Knepley, Ryan Funchion

City Staff

Tony Cotter, Parks and Recreation Director

Clerk of Council

Roxanne Dietrich

Councilmembers

Jeff Mires, Ken Haase

#### ABSENT

Board Member

Mike Saneholtz

#### Call to Order

Hardy, Chairman of the Parks and Recreation Board, called the meeting to order at 6:30 pm.

#### Approval of Minutes

Hearing no objections or corrections, the minutes from the September 25, 2019 meeting stand approved as presented.

#### Review Parks and Recreation Rates and Fees

Cotter reported as discussed at last month's meeting, no recommendations were made to change any of the rates or fees. Last year's recommendation to increase the rental rates for all three shelter houses 10% across the board was presented to the Parks and Recreation Committee at their meeting on November 21, 2019. The City Manager noted by raising the rates 10% we ended up with some odd figures. After a brief discussion, the committee recommended raising the rates 10% across the board and rounding the rates up to the nearest \$5.00. The revenue from the increase will go into a maintenance fund for all three shelter houses. Pending approval of the amended rate by this Board, it will go to City Council for their approval.

#### Knepley Arrived

Knepley arrived at 6:32.

Hardy asked, if these changes are made, what will the annual net windfall be? Cotter replied, with the 10% it would have been around \$2,800 since some rates will not be 10% I'd say \$2,500. Hardy asked isn't there money being set aside now, if needed where would the funds come from? Cotter said either from the General Fund, Capital Improvement Fund or Rec Fund. Hardy asked when was the last time these rates were raised? Cotter thought the last rate increase was in 2013. An ordinance will need to be drafted with the rate changes. Normally rate changes have three readings and thirty days before they are effective. Meaning the new rates will probably not be effective until January, 2020. Quite a few residents come in in December to rent the shelter houses for the next year and will not be affected by the increase.

#### Motion to Accept Shelter House Rental Rate Schedule as Amended by Parks and Rec Committee

Motion: Richardson

Second: Miller

to accept the shelter house rental rate schedule as amended by the Parks and Rec Committee.

Passed  
Yea-6  
Nay-0

Roll call vote on the above motion:  
Yea-R. Funchion, Knepley, Hardy, Richardson, P. Funchion, Miller  
Nay-

## 2020 Budget Requests

Cotter reviewed the Parks and Recreation proposed budget for 2020 noting he just received the information on wages this morning and a few things will be adjusted when he meets with Finance again.

## Revenue

Golf will be down slightly from last year, we struggled with greens fees and cart rentals but beer sales were up. The first of the year was disappointing but we've rebounded well, we're only \$6,000 to \$7,000 behind where we were last year. Revenue was projected at \$136,390 but that could go up to \$138,000. My projections for 2020 are conservative. Membership varies, we are seeing memberships diminish compared to 10, 20 years ago, the demographic is the older crowd. We had two corporate memberships.

Swimming pool, we are projecting just below \$10,000. As far as next year I don't know what kind of response we will get being inside. Richardson asked isn't there a fee for the two weekends the swim group has the pool? Cotter said they only did one weekend this year and that rental was \$500, the \$1,000 from the Legion is lumped in with the daily child.

Shelter house rental fees are pretty close to the same, usually both Oberhaus and Ritter Park are booked May through August. The projected revenue was bumped up in anticipation of the rate increase.

We no longer do Cedar Point discount tickets. The \$15,500 from the General Fund reimburses the Rec Fund for my work as Cemetery Sexton. Utilities reimbursed with the kWh tax has steadily increased over the years as the utility costs go up. Income tax is picking up from last year and is estimated at \$595,000. The total summary is a little bit more than what was budgeted, projected at \$868,490.

## Recreation Fund

4100 is my office there are not many changes. There will likely be some adjustments to wages and benefits that will probably be downward, a lot of places you see wages will likely be reduced down. We are changing the rec program software.

4200 Golf – wages were a little higher for the salary and non-bargaining part-time folks, don't know why they plugged in \$5,000 more for next year that should come down, we did spend more this year as we were mowing all the time.

## Mires Left

Mires left 6:49 pm

The biggest jump in expenses across the board is our utilities, there is more electric usage costs at the golf course, swimming pool and the parks.

4200 Capital items-\$24,000. This is listed as undefined. We are asking for funding instead of pinpointing a piece of equipment. We are looking for a fringe mower or vacuum. We hope we can find a good used one or can get one off lease. R. Funchion asked if the clubhouse will be open during the pool renovation. Cotter said the clubhouse will stay open the whole time. Since we will not have our own pool, the numbers plugged in are for salary. Seasonal is too high, that may come down by \$10,000. We believe staff should be diminished by two people per day. We just don't know what we will have for next year, I don't want to zero everything out only to find there are bills to pay, so we plugged in numbers to have something in the budget. Any money not spent reverts back to fund. Richardson asked where the money is for the pool demolition. Cotter replied that is all separate and is handled by Engineering. The way the new pool construction works is it is not in the operating budget it will be in the construction budget that is run by the Engineering

The projected 2019 carry-in balance was \$364,999. With revenues projected by the end of the year for golf, the income tax levy and reimbursements from the General Fund added into the carry-in balance and then subtracting out our expenses, that will leave us a projected carryover fund balance of \$315,329. Adding the 2020 revenues into the carry-in balance and subtracting out the projected expenses leaves us a projected estimate of \$221,059 for 2020. That is down a little bit. The reason could be we are paying for a lot of CIP out of our Rec Fund. Hardy asked the number from 2018 how did that compare to the previous year, how far off are we from last year's projection? P. Funchion restated what was 2018, what have we been carrying over? Cotter said it's \$364,000. The projection is lower as we strive to project expenses and revenue conservatively. Last year we bought all our capital because of the income tax refund. P. Funchion asked what is a safe balance that we need? Cotter replied, I don't want the balance to drop below \$200,000. The big thing is equipment. We have to either enhance our revenues or cut back on capital. We will have to keep an eye on this. Once the new pool is open we should see a sizeable jump and that will help. I will make adjustments and corrections on the payroll side. If this Board is okay with the adjustments, we'll need a motion to approve the budget and have it move onto the Finance and Budget Committee.



**Passed**  
**Yea-6**  
**Nay-0**

Roll call vote on the above motion:

Yea-R. Funchion, Knepley, Hardy, Richardson, P. Funchion, Miller

Nay-

**Around the Table**  
**Miller**

No items

**Knepley**

No items

**Richardson**

No items

**Hardy**

No items

**P. Funchion**

No items

**R. Funchion**

No items

**Cotter**

Gave an update on the progress of the new pool. Today we met with the engineers at the site to finalize the demolition plans. We thought the plans and specs would go to Council this coming Monday; but that had to be delayed two weeks because we have to get authorization from Council to bid. The plans and specs will go to Council for approval at the November 18<sup>th</sup> meeting. The demolition will likely happen in December or January. We are at a point where the architect and engineer want to get ideas. As far as features, the game plan is they will have a list of at least five different types of main features to primarily be put in the main zero-entry area. They are going to try to have an a la carte feature with cost, etc. so they know how big and how much money we will want to spend. This will be put into the bid as an option so the primary contractor knows exactly what they have to get. We will specify two to three options and how we want the main feature. Once we are ready to go we will call the Pool Commission back to order. I hope to do this mid to late November. The engineering firm will come in and will probably bring the pool contractor too. The bath house and club house size will be the same, the orientation of the pool will be the same, where we utilize the pool commission will be on features. We hope to bid the pool the first of the year with construction to start in the spring. P. Funchion asked if there were any plans for organizations that may want to contribute? Cotter said we don't have anything to give them, the funding is in place, the levy should provide enough funding to build the pool, anything extra would for added features. P. Funchion cited like umbrellas and nice chairs, they need to see something and have it presented to them. Cotter said money brought in on the revenue side can be earmarked for specific or perpetual maintenance. R. Funchion asked if you get the Pool Commission back together, is there a specific amount for the big water feature is there a budgeted amount for options. Cotter recalled we are working off the estimate for option 2. One-line item was the water feature that I think was \$250,000, we will have to make sure it fits into the footprint of the zero entry area, what will be the key is how much the demo will cost us. As soon as I have the information I will send a notice out to the Board and Pool Commission for a time to meet. The Golf Course closes tomorrow. The volleyball and flag football programs just finished up, both programs were well attended and very successful. The girls' basketball program started on Sunday, the boys will not get started with the City portion until after the

first of the year. Chad Bostelman felt the numbers will be down if they were to have the city instructional and league portion now due to travel teams playing. Trick or Treat is tomorrow night.

The next scheduled meeting in November is right before Thanksgiving I don't know if I will have anything for the agenda, if I have anything it could be pool or budget related, at this point and time I don't know if we will meet on that last Wednesday. P. Funchion noted and the December meeting date is Christmas. Hardy said he will not be available if there is a meeting on the last Wednesday of November. Cotter went on if I need to pull the Board together for some of this pool stuff it will likely be a special meeting we will not meet at the end of each of these months just because it is right on top of Thanksgiving and right on top of Christmas, we will play it by ear.

**Motion to Adjourn**

Motion: Knepley                      Second: Miller  
to adjourn the Parks and Recreation Board meeting at 7:39 pm.

**Passed**

**Yea-6**

**Nay-0**

Roll call vote on the above motion:  
Yea- R. Funchion, Knepley, Hardy, Richardson, P. Funchion, Miller  
Nay-

**Approved**

**January 8, 2020**

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Matt Hardy – Chair