
Memorandum

:

To: Mayor and Members of City Council
cc: City Manager, Finance Director, City Law Director
From: Roxanne
Regarding: General Information
Date: August 17, 2018

CALENDAR

AGENDA - CITY COUNCIL

C. APPROVAL of MINUTES:

August 6, 2018 Council Meeting Minutes

E. REPORTS from COUNCIL COMMITTEES

G. INTRODUCTION of NEW ORDINANCES and RESOLUTIONS

1. **Ordinance No. 044-18**, an Ordinance Authorizing the Expenditure of Funds over Twenty-Five Thousand Dollars (\$25,000.00) for the Purpose of Purchasing a Year 2019 or Newer Ford SUV for the City Fire Department, Utilizing the State Cooperative Purchasing Program, which was not included in the 2018 Appropriation Budget, also Authorizing Supplementing the Annual Appropriation Measure (Supplement No. 4) for the Year 2018; and Declaring an Emergency. (Suspension Requested)
2. **Resolution No. 046-18**, a Resolution Creating and Authorizing Job Creation Tax Agreements between the City of Napoleon, Ohio, and JAC Products, Inc., and Authorizing the City Manager to Sign any and all Documents Necessary to Execute said Agreements; and Declaring an Emergency. (Suspension Requested)
3. **Ordinance No. 047-18**, an Ordinance Authorizing the City Manager for the City of Napoleon, Ohio to Complete all Acts Necessary to Enter into all Necessary Agreements to Complete the Sale of Certain Real Property Located Within the City of Napoleon, Ohio to Ventures in Space, Ltd. or its Designated Affiliated Entity; and Declaring an Emergency. (Suspension Requested)
4. **Resolution No. 048-18**, a Resolution Authorizing Amendments to the Existing Community Reinvestment Area (CRA) Agreement between the City of Napoleon, Ohio, and Ventures in Space, Ltd. within Napoleon CRA #7; and Declaring an Emergency. (Suspension Requested)
5. **Resolution No. 049-18**, a Resolution Authorizing a Planned Cluster Development located at Clairmont Avenue within the City of Napoleon, Ohio, and Authorizing the City Manager for the City of Napoleon, Ohio to Enter into all Necessary Agreements to Complete said Development; and Declaring an Emergency. (Suspension Requested)
 - a. a *Draft* copy of Tuesday's Planning Commission minutes are included in the packet.

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

I. THIRD READING of ORDINANCES and RESOLUTIONS - *None*

J. GOOD of the CITY (Discussion/Action):

1. **Discussion/Action:** Approval of the Power Supply Cost Adjustment Factor for August 2018: PSCAF-three (3) month averaged factor \$0.02202, JV2 \$0.025987, JV5 \$0.025987.
2. **Discussion/Action:** Potential Change to the NORA Rule - *Only One (1) Official Cup will be Permitted at a Time per NORA Participant.*
3. **Discussion/Action:** Brownfield Grant Opportunity.
4. **Discussion/Action:** Expansion of CRA No. 6.

INFORMATIONAL ITEMS

1. *Agenda* - City Tree Commission; Monday, August 20th at 6:00 pm
2. *Cancelled* – August Parks & Rec Committee meeting.
3. AMP Update/August 10, 2018

Records Retention - CM-11 - 2 Years

August 2018

◀ July

September ▶

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6 6:15 pm Technology Committee 7:00 pm City Council	7	8	9	10	11
12	13 6:15 pm Electric Committee & BOPA 7:00 pm Water & Sewer Committee 7:30 pm Municipal Properties/ED Committee	14 4:30 pm Special Civil Service Commission Meeting 5:00 pm Planning Commission	15	16	17	18 10:00 am – Special Civil Service Comm. Meeting [Police Officer Physical Agility Test]
19	20 6:00 pm Tree Comm. 7:00 pm – City Council	21	22 11am – 1pm Employee Appreciation Picnic @Oberhaus Park Shelterhouse	23	24	25
26	27 6:30 pm Finance & Budget Committee 7:30 pm Safety & Human Resources Comm	28 4:30 pm Civil Service Commission	29 6:30 pm Parks & Rec Board Mtg.	30	31	

City of Napoleon, Ohio

CITY COUNCIL

MEETING AGENDA

Monday, August 20, 2018 at 7:00 pm

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

A. Attendance *(Noted by the Clerk)*

B. Prayer and Pledge of Allegiance

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

1. August 6, 2018 Council Meeting Minutes.

D. Citizen Communication

E. Reports from Council Committees

1. **Electric Committee** met on August 13, 2018 and;
 - a. Accepted the BOPA recommendation to Approve the August 2018 PSCAF
 - b. Was Updated on the Status of Transmission Ownership
 - c. Will honor commitments up to \$56,000 and close out the Efficiency Smart Program.
2. **Water and Sewer Committee** met on August 13, 2018 and;
 - a. Tabled 2017 Sewer Rate Study
 - b. Discussed Yard Waste Site Policies.
3. **Municipal Properties, Building, Land Use and Economic Development Committee** met on August 13, 2018 and;
 - a. Referred Discussion/Action on potential change to the rule *Only One Official Cup will be permitted at a time per NORA Participant* to City Council at their August 20, 2018 meeting.
 - b. Referred Discussion/Action on the Brownfield Grant Opportunity to City Council at their August 20, 2018 meeting.
4. **Parks and Committee** did not meet due to lack of agenda items.

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

1. **Board of Public Affairs** met on August 13, 2018.
2. **Civil Service Commission** met on Tuesday, August 14, 2018 and Saturday, August 18, 2018; and
 - a. Approved the List of Applicants for Police Officer/Patrolman.
 - b. Administered the physical fitness test for the position of Police Officer/Patrolman.
 - c. Certified a list for the position of Police Officer/Patrolman.
3. **Planning Commission** met on Tuesday, August 14, 2018 with the agenda item:
 - a. PC 18-02 Conditional Use Permit for a Planned Cluster Development on Clairmont Avenue (former West School property)
4. **Board of Zoning Appeals** did not meet due to lack of agenda items.
5. **Tree Commission** met earlier tonight with the agenda items:
 - a) Review Tree Call Reports.
 - b) Finalize Fall Plantings List.
 - c) Finalize Fall Trimming List.
 - d) Award Fall Removal Contract.
 - e) Award Fall Topsoil Contract.

G. Introduction of New Ordinances and Resolutions

1. **Ordinance No.044-18**, an Ordinance Authorizing the Expenditure of Funds over Twenty-Five Thousand Dollars (\$25,000.00) for the Purpose of Purchasing a Year 2019 or Newer Ford SUV for the City Fire Department, Utilizing the State Cooperative Purchasing Program, which was not included in the 2018 Appropriation Budget, also Authorizing Supplementing the Annual Appropriation Measure (Supplement No. 4) for the Year 2018; and Declaring an Emergency. *(Suspension Requested)*
2. **Resolution No. 046-18**, a Resolution Creating and Authorizing Job Creation Tax Agreements between the City of Napoleon, Ohio, and JAC Products, Inc., and Authorizing the City Manager to Sign any and all Documents Necessary to Execute said Agreements; and Declaring an Emergency. *(Suspension Requested)*
3. **Ordinance No. 047-18**, an Ordinance Authorizing the City Manager for the City of Napoleon, Ohio to Complete all Acts Necessary to Enter into all Necessary Agreements to Complete the Sale of Certain Real

Property Located Within the City of Napoleon, Ohio to Ventures in Space, Ltd. or its Designated Affiliated Entity; and Declaring an Emergency. *(Suspension Requested)*

4. **Resolution No. 048-18**, a Resolution Authorizing Amendments to the Existing Community Reinvestment Area (CRA) Agreement between the City of Napoleon, Ohio, and Ventures in Space, Ltd. within Napoleon CRA #7; and Declaring an Emergency. *(Suspension Requested)*
5. **Resolution No. 049-18**, a Resolution Authorizing a Planned Cluster Development located at Clairmont Avenue within the City of Napoleon, Ohio, and Authorizing the City Manager for the City of Napoleon, Ohio to Enter into all Necessary Agreements to Complete said Development; and Declaring an Emergency. *(Suspension Requested)*

H. Second Readings of Ordinances and Resolutions - None

I. Third Readings of Ordinances and Resolutions - None

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

1. **Discussion/Action:** Approval of the Power Supply Cost Adjustment Factor for August 2018: PSCAF—three (3) month averaged factor \$0.02202, JV2 \$0.025987, JV5 \$0.025987.
2. **Discussion/Action:** Potential Change to the NORA Rule-Only One (1) Official Cup will be Permitted at a Time per NORA Participant.
3. **Discussion/Action:** Brownfield Grant Opportunity.
4. **Discussion/Action:** Expansion of CRA No. 6.

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

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

M. Adjournment.



Gregory J. Heath
Finance Director/Clerk of Council

A. ITEMS REFERRED OR PENDING IN COMMITTEES OF COUNCIL

1. **Technology & Communication Committee (1st Monday)**
(Next Regular Meeting: Tuesday, September 4, 2018 @6:15 pm)
2. **Electric Committee (2nd Monday)**
(Next Regular Meeting: Monday, September 10, 2018 @6:15 pm)
 - a. Review of Power Supply Cost Adjustment Factor for September 2018
 - b. Status of Transmission Ownership.
 - c. Electric Department Report.
3. **Water, Sewer, Refuse, Recycling & Litter Committee (2nd Monday)**
(Next Regular Meeting: Monday, September 10, 2018 @7:00 pm)
4. **Municipal Properties, Buildings, Land Use & Economic Development Committee (2nd Monday)**
(Next Regular Meeting: Monday, September 10, 2018 @7:30 pm)
5. **Parks & Recreation Committee (3rd Monday)**
(Next Regular Meeting: Monday, September 17, 2018 @6:00 pm)
6. **Finance & Budget Committee (4th Monday)**
(Next Regular Meeting: Monday, August 27, 2018 @6:30 pm)
 - a. Indigent Expense Billing
7. **Safety & Human Resources Committee (4th Monday)**
(Next Regular Meeting: Monday, August 27, 2018 @7:30 pm)
 - a. In-Vehicle Cameras for the Police and Fire Departments.
 - b. Radio System Update.
8. **Personnel Committee (as needed)**

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

1. **Board of Public Affairs (2nd Monday)**
(Next Regular Meeting: Monday, September 10, 2018 @6:15 pm)
 - a. Review of Power Supply Cost Adjustment Factor for September 2018
 - b. Status of Transmission Ownership.
 - c. Electric Department Report
2. **Board of Zoning Appeals (2nd Tuesday)**
(Next Regular Meeting: Tuesday, September 11, 2018 @4:30 pm)
3. **Planning Commission (2nd Tuesday)**
(Next Regular Meeting: Tuesday, September 11, 2018 @5:00 pm)
4. **Tree Commission (3rd Monday)**
(Next Regular Meeting: Monday, September 17, 2018 @6:00 pm)
5. **Civil Service Commission (4th Tuesday)**
(Next Regular Meeting: Tuesday, August 28, 2018 @4:30 pm)
6. **Parks & Recreation Board (Last Wednesday)**
(Next Regular Meeting: Wed., August 29, 2018 @6:30 pm)
7. **Privacy Committee (2nd Tuesday in May & November)**
(Next Regular Meeting: Tuesday, November 13, 2018 @10:30 am)
8. **Records Commission (2nd Tuesday in June & December)**
(Next Regular Meeting: Tuesday, December 11, 2018 @4:00 pm)
9. **Housing Council.**
10. **Health Care Cost Committee**
(Next Meeting): Friday, September 7, 2018 at 9:00 am
11. **Preservation Commission (as needed)**
12. **Napoleon Infrastructure/Economic Development Fund Review Committee [NIEDF] (as needed)**
13. **Tax Incentive Review Council (as needed)**
14. **Volunteer Firefighters' Dependents Fund Board (as needed)**
15. **Volunteer Peace Officers' Dependents Fund Board (as needed)**
16. **Lodge Tax Advisory & Control Board (as needed)**
17. **Board of Building Appeals (as needed)**
18. **ADA Compliance Board (as needed)**

Motion to Suspend the Rule on 039-18

Passed
Yea-7
Nay-0

Passed
Yea-7
Nay-0

Introduction of Resolution No. 040-18 Accept ODOT Jobs and Commerce ED Funds for Industrial Drive

**Motion to Approve First
Read of Resolution
No. 040-18**

Discussion

Motion to Suspend the Rule on 040-18

Passed
Yea-7
Nay-0

Passed
Yea-7
Nay-0

Introduction of Resolution No. 041-18 Transfer of Funds for Income Tax Refund

**Motion to Approve First
Read of 041-18**

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Records Retention: FIN-33 Permanent

Tax and Kilowatt per Hour Agreement	Mazur stated, as part of the incentive package for JAC, there are a couple of agreements; the first is the Kilowatt Hour Tax Rebate; this will be a 100% tax rebate for three years on any kWh tax the City collects when the operation is fully operational, the rebate will be paid back to the company at end of year. There is the condition they have to meet a minimum load of 1.5 mg and the rebate cannot exceed \$12,000 a month. If they do not meet the 1.5 mg load in any given month, the rebate for that month will be prorated. Heath asked when the first month of operation will be. Mazur replied, the project is still under construction. Sean Rupp, the developer, stated you would have to define full production, the existing building is to be operational by the end of October. Mazur said if they were to start mid-October, the first full billing cycle will be in November. Heath said this should be based on the read date. Mazur continued, there is also the fifty percent income tax credit to the company for seven years based on job creation and retention. Two hundred jobs are to be created within three years, there is also minimum expenditure amounts, all are spelled out in the agreement. (a copy of both agreements are attached to the minutes)
Motion to Direct Law Director to Draft Legislation	Motion: Baer Second: Sheaffer to direct the Law Director to draft the appropriate legislation.
Passed Yea-7 Nay-0	Roll call vote on the above motion: Yea-Comadoll, Baer, Bialorucki, Sheaffer, Mires, Haase, Siclair Nay-
Potential Sale of Real Property to Ventures in Space, Ltd.	Mazur reported another part of the incentive package for JAC, was the transfer of the 10.1 acres next to the spec building that will be for parking and drainage. Harmon's recollection of the CIC Agreement for the land transfer, is if the property is transferred through the CIC, the City is granted various protection by the state and statutes on future lawsuits. Mazur noted the developer made the offer of \$3,000 an acre. We would like to have legislation presented at the next meeting to transfer the property with the request for suspension as JAC has a very aggressive timeline. Rupp said the project is heading in the right direction, it is an excellent project. Thank you for your help and cooperation. Council President Bialorucki thanked Mr. Rupp for the project.
Motion to Direct Law Director to Draft Legislation	Motion: Sheaffer Second: Baer to direct the Law Director to draft the appropriate legislation.
Passed Yea-7 Nay-0	Roll call vote on the above motion: Yea-Comadoll, Baer, Bialorucki, Sheaffer, Mires, Haase, Sicclair Nay-
Potential CRA Agreement Amendment for Ventures in Space, Ltd.	Mazur stated the last part of the incentive package included an amendment to the CRA Agreement, the current agreement is for the original 100,000 sf building, there will be another 100,000 sf of building added; 22,000 sf of that will be for offices.

Mazur stated, as part of the incentive package for JAC, there are a couple of agreements; the first is the Kilowatt Hour Tax Rebate; this will be a 100% tax rebate for three years on any kWh tax the City collects when the operation is fully operational, the rebate will be paid back to the company at end of year. There is the condition they have to meet a minimum load of 1.5 mg and the rebate cannot exceed \$12,000 a month. If they do not meet the 1.5 mg load in any given month, the rebate for that month will be prorated. Heath asked when the first month of operation will be. Mazur replied, the project is still under construction. Sean Rupp, the developer, stated you would have to define full production, the existing building is to be operational by the end of October. Mazur said if they were to start mid-October, the first full billing cycle will be in November. Heath said this should be based on the read date.

Mazur continued, there is also the fifty percent income tax credit to the company for seven years based on job creation and retention. Two hundred jobs are to be created within three years, there is also minimum expenditure amounts, all are spelled out in the agreement. (a copy of both agreements are attached to the minutes)

**Motion to Direct Law
Director to Draft
Legislation**

Motion: Baer Second: Sheaffer
to direct the Law Director to draft the appropriate legislation.

Passed

Roll call vote on the above motion:

Yea-7

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

Nay-0

Nay-

Potential Sale of Real Property to Ventures in Space, Ltd.

Mazur reported another part of the incentive package for JAC, was the transfer of the 10.1 acres next to the spec building that will be for for parking and drainage. Harmon's recollection of the CIC Agreement for the land transfer, is if the property is transferred through the CIC, the City is granted various protection by the state and statutes on future lawsuits. Mazur noted the developer made the offer of \$3,000 an acre. We would like to have legislation presented at the next meeting to transfer the property with the request for suspension as JAC has a very aggressive timeline. Rupp said the project is heading in the right direction, it is an excellent project. Thank you for your help and cooperation. Council President Bialorucki thanked Mr. Rupp for the project.

Motion to Direct Law Director to Draft Legislation

Motion: Sheaffer Second: Baer
to direct the Law Director to draft the appropriate legislation.

Passed

Roll call vote on the above motion:

Yea-7

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

Nay-0

Nay-

Potential CRA Agreement Amendment for Ventures in Space, Ltd.

Mazur stated the last part of the incentive package included an amendment to the CRA Agreement, the current agreement is for the original 100,000 sf building, there will be another 100,000 sf of building added; 22,000 sf of that will be for offices.

Passed
Yea-7
Nay-0

Motion: Comadoll Second: Haase
to have the Law Director draft Legislation amending the current CRA Agreement.

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

Mayor Maassel thanked the Developer, Sean Rupp. Mr. Rupp informed Council the parking lot has to be done by October, right now there is no parking for anyone, the additional building arrived today, the stone base for the drives will be started in a week or so.

Expansion of CRA No. 6 Referred to Municipal Properties Committee

Council President Bialorucki referred *Expansion of CRA #6* to the Municipal Properties, Buildings, Land Use and Economic Development Committee for their August 13, 2018 meeting.

ODOT Grant Opportunity Removed from Agenda

Mazur requested this item be removed from the agenda, ODOT received too many applications and will not be reviewing applications until next Spring.

NORA Update Referred to Municipal Properties Committee

Council President Bialorucki referred *NORA Update* to the Municipal Properties, Buildings, Land Use and Economic Development Committee for a year of quarterly meetings beginning August 13, 2018 and ending on July 8, 2019.

In-Car Cameras for Police and Fire Departments Referred to Safety & Human Resources Committee

Council President Bialorucki referred *In-Car Cameras for the Police and Fire Departments* to the Safety & Human Resources Committee for their August 27, 2018 meeting.

Motion to Accept Donations to Fire Department

Motion: Sheaffer Second: Comadoll
to accept the donations in the amount of \$525.00 to the Fire Department.

Maassel noted the donations were made in remembrance of Marilyn Rausch, the first woman elected to City Council.

Passed
Yea-7
Nay-0

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

AROUND THE TABLE

MAZUR

The Vendor that was to do the phone system update cannot not follow through with our timeline, we did some research and found a cheaper Vendor that will also cut down on long term costs.

YARD WASTE SITE POLICIES TO WATER, SEWER, REFUSE, RECYCLING & LITTER COMM.

I would request *Yard Waste Site Policies* be referred to the Water, Sewer, Refuse, Recycling and Litter Committee for their August 13, 2018 meeting.

HARMON

**Indigent Defense Billing
County Request for
Reimbursement Referred
to Finance & Budget
Committee**

HAASE**MIRES**

SHEAFFER

MAYOR

Motion to Appoint Larry Vocke to the Planning Commission

Passed
Yea-7
Nay-0

Motion to Appoint Chris Peper to the Preservation Commission

Passed
Yea-7
Nay-0

Mayor Maassel continued, we met with JAC Products on August 1st, they informed us they did not hear about Napoleon until March and already have their stuff in a building here, that is a very fast timeline with 350 new jobs coming to Napoleon. There are a lot of atta-boys to go around to Regional Growth Partnership (RGP),

JobsOhio, CIC, to the City and County this is really big, before them we were competing with Defiance's spec building for a fraction of 350 jobs.

Sean talked about the responsiveness of city utilities, every once in a while we get the conversation why are we part of AMP seems like a good ole boy network, by being a part of AMP we control our own utility, if we were part of First Energy it would take a lot more time before there were results, there is a lot of value of having those assets around us, sometimes I think good ole boy has a lot of value.

The Henry County Fair starts on Thursday and asked Chief O'Brien how much time are we there? Chief O'Brien replied, we have three different days we will be covering plus on the Kids' Safety Day we will have our safety trailer out there and obstacle course. We also go out and help the first aid tent throughout the day. Mayor asked Lt. Smith if we help with traffic control. Lt. Smith responded we help with traffic control when we can, we do have guys on the fairgrounds when available. Mayor Maassel requested Lt. Smith make sure the Police Department guys know how to do a proper salute.

Lastly, Mayor Maassel thanked Scott Hoover and Brad Meyer for hosting Congressman Latta's visit, Congressman Latta was impressed. Congrats to Joel for the new baby.

BIALORUCKI

I was at the JAC meeting too and what the guy from JAC products said stuck out in my mind, we have been working on the project for eighteen months looking at other locations things did not work out for them, they found Napoleon and are moving in and jobs are being created, they did not get that kind of help anywhere else.

I would request an executive session on compensation of personnel.

BAER

I had the opportunity to join the JAC meeting, this says a lot about the cooperation that went on between everyone involved, this is major plus this is not just for Napoleon but all of Henry County not just in employment but in housing too. Next Friday I will be attending the OML conference in Findlay.

COMADOLL

I have nothing for tonight.

SICLAIR

Congratulations to Joel!

Good job to the City Manager and Mayor for the NORA event.

I have a question about the bike fix it stations at Ritter Park who maintains them? Mazur was not sure they are all over the county, I think the Chamber organized having the one put in at Ritter Park, is there damage to one?

Siclair answered yes, the part that would pump up the tire is broke off.

Mazur said he would have our parks guy look at and take care of it.

HEATH

We received the audit report back, this goes along with CAFR and completes the process.

We had a request from the Pastor at Napoleon Nazarene Church to add to the agenda a donation to the City for the 5k run.

**Motion to Go Into
Executive Session for
Economic Development**

Passed
Yea-7
Nay-0

Motion: Comadoll Second: Haase
to go into Executive Session for Economic Development.

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

**Motion to Go Into
Executive Session for
Confidential Matters**

Passed
Yea-7
Nay-0

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

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

Into Executive Session

Council went into Executive Session at 8:11 pm.

**Motion to Come Out of
Executive Session on
Economic Development**

Passed
Yea-7
Nay-0

Motion: Haase Second: Sheaffer
to come out of Executive Session for Economic Development.

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

President Bialorucki reported no action was taken.

**Motion to Come Out of
Executive Session on
Compensation of
Personnel**

Passed
Yea-7
Nay-0

Motion: Comadoll Second: Sheaffer
to come out of Executive Session for compensation of personnel.

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

Council President Bialorucki reported no action was taken.

Council came out of Executive Session at 9:00 pm.

**Approve Payment of Bills
and Financial Reports**

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

Motion to Adjourn

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

Passed

Yea-7

Nay-0

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

Adjournment

The City Council meeting was adjourned at 9:01 pm.

Approved:

August 20, 2018

Joseph D. Bialorucki, Council President

Jason P. Maassel, Mayor

Gregory J. Heath, Finance Director/Clerk

ORDINANCE NO. 044-18

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS OVER TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) FOR THE PURPOSE OF PURCHASING A YEAR 2019 OR NEWER FORD SUV FOR THE CITY FIRE DEPARTMENT, UTILIZING THE STATE COOPERATIVE PURCHASING PROGRAM, WHICH WAS NOT INCLUDED IN THE 2018 APPROPRIATION BUDGET, ALSO AUTHORIZING SUPPLEMENTING THE ANNUAL APPROPRIATION MEASURE (SUPPLEMENT NO. 4) FOR THE YEAR 2018; AND DECLARING AN EMERGENCY

WHEREAS, the City of Napoleon Fire Department fleet of vehicles is reduced by one due to a recent accident; and,

WHEREAS, the City of Napoleon Fire Department desires to replace said vehicle with the purchase of a year 2019 or newer Ford SUV; and,

WHEREAS, the City received sixteen thousand five hundred dollars (\$16,500.00) in salvage value from the City's insurance for the damaged vehicle; and,

WHEREAS, the SUV can be purchased utilizing the State Cooperative Purchasing Program at a cost of twenty-eight thousand three hundred dollars (\$28,300.00); and,

WHEREAS, this Council believes it is in the best interest of the City of Napoleon to eliminate the necessity for competitive bidding, **Now Therefore**,

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

Section 1. That, the City of Napoleon authorizes the expenditure of funds in excess of twenty-five thousand dollars (\$25,000.00) for the purchase of a year 2019 or newer Ford SUV utilizing the State Cooperative Purchasing Program. Also, Council finds it to be in the best interest of the City to eliminate the necessity for competitive bidding.

Section 2. That, the City Manager is authorized to enter into a contract for said purchase.

Section 3. That, the annual appropriation measure passed in Ordinance No. 080-17 and supplemented by Ordinance No.(s) 018-18, 025-18, and 043-18, for the fiscal year ending December 31, 2018 shall be supplemented (Supplement No. 4) as provided in Exhibit A (one (1) page), attached hereto and made a part hereof.

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

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

Section 6. That, this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health or safety of the City and its inhabitants; 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 purchasing process in a timely manner, and for further reasons as stated in the Preamble hereof.

Passed: _____

Joseph D. Bialorucki, Council President

Approved: _____

Jason P. Maassel, Mayor

VOTE ON PASSAGE _____ Yea _____ Nay _____ Abstain

Attest:

Gregory J. Heath, Clerk/Finance Director

I, Gregory J. Heath, Clerk/Finance Director of the City of Napoleon, do hereby certify that the foregoing Ordinance No. 044 -18 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.

Gregory J. Heath, Clerk/Finance Director

2018 APPROPRIATION BUDGET - SUPPLEMENTAL BUDGET ADJUSTMENT				
BUDGET SUMMARY BY FUND, DEPARTMENT AND CATEGORY				
ORDINANCE No. 044 -18, Passed ___/___/2018 FUND/DEPARTMENT-2nd QUARTER ADJUSTMENTS	2018 SUPPLEMENTAL BUDGET ADJUSTMENT			2018 FUND TOTAL
	PERSONAL SERVICES	OTHER	TOTAL	
242 FIRE EQUIPMENT FUND				
2200 Fire/Safety Services	\$0	\$28,300	\$28,300	
- 2200 Fire/Safety Services - Appropriate Funds to purchase replacement Fire Vehicle due to loss - \$8,300:				
Accounts - 242.2200.57000 Machinery and Equipment		\$28,300		
Total - 242 Fire Equipment Fund	\$0	\$28,300	\$28,300	\$28,300
	=====	=====	=====	
* GRAND TOTAL - ALL FUNDS	\$0.00	\$28,300.00	\$28,300.00	\$28,300.00
	=====	=====	=====	=====

RESOLUTION NO. 046-18

A RESOLUTION CREATING AND AUTHORIZING JOB CREATION TAX AGREEMENTS BETWEEN THE CITY OF NAPOLEON, OHIO, AND JAC PRODUCTS, INC., AND AUTHORIZING THE CITY MANAGER TO SIGN ANY AND ALL DOCUMENTS NECESSARY TO EXECUTE SAID AGREEMENTS; AND DECLARING AN EMERGENCY

WHEREAS, the Codified Ordinances of the City of Napoleon, Chapter 194 impose income taxes, including a tax on business net profits; and,

WHEREAS, a City Income Tax Credit on business net profits is authorized by Ohio Revised Code Sections 718.15 and 718.151, and by City of Napoleon, Ohio Codified Ordinances 194.064 and 194.065; and,

WHEREAS, City of Napoleon, Ohio Codified Ordinance 194.064, Codified Ordinance 194.065, and Ohio Revised Code Sections 718.15 and 718.151 require that JAC Products, Inc. and the City enter into an agreement specifying the conditions of the City Income Tax Credit prior to the City's passage of an ordinance granting the City Income Tax Credit; and,

WHEREAS, JAC Products, Inc. represents and has documented to the City that the credits authorized by the City Income Tax Credit Agreement against the tax imposed on the JAC Products, Inc.'s net profits under Codified Ordinances Chapter 194 is a major factor in the decision to go forward with a project which will create new jobs within the City, to offset costs of capital expenditures and/or moving; and,

WHEREAS, the kilowatt-hour distribution tax imposed by the State of Ohio is calculated by applying the rates found in Ohio Revised Code Section 5727.81 on the amount of kilowatt hours of electricity distributed to an end user by an "electric distribution company;" and,

WHEREAS, Ohio municipalities that operate a municipally owned electric utility that distributes electricity to an end user are under the State of Ohio's definition are an "electric distribution company" and when said municipally owned electric utility distributes electricity to an end user within the municipality's corporate boundaries the municipality is authorized by Ohio Revised Code Section 5727.81 to collect and deposit said tax in the municipality's general fund; and

WHEREAS, Napoleon Ordinance No. 14-01 further authorizes collection of the kilowatt-hour tax mentioned above; and,

WHEREAS, the City of Napoleon is authorized under the State of Ohio Constitution's Home Rule Amendment to credit back to JAC Products, Inc. the kilowatt-hour distribution tax as outlined in the Kilowatt-Hour Distribution Tax Credit Agreement; and,

WHEREAS, JAC Products, Inc. represents and has documented to the City that the credits authorized by the Kilowatt-Hour Distribution Tax Credit Agreement is a major factor in the decision to go forward with a project which will create new jobs within the City, to offset costs of capital expenditures and/or moving; and,

WHEREAS, the City of Napoleon, Ohio desires to encourage commercial and industrial development and create and preserve jobs and employment opportunities within the City; and,

WHEREAS, the City of Napoleon, Ohio desires to create and consent to Job Creation Tax Agreements with JAC Products, Inc. in an effort to create and retain approximately two hundred (200) new jobs in the City.

Now Therefore,

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

Section 1. That, the City approves, authorizes and consents to the creation of the Job Creation Tax Agreements mentioned above, by and between the City of Napoleon, Ohio and JAC Products, Inc.

Section 2. That, the City Manager is authorized to execute said agreements with JAC Products, Inc. as substantially in the form as currently on file in the office of the City Finance Director which is between the City and JAC Products, Inc.

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

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

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

Passed: _____
Joseph D. Bialorucki, Council President

Approved: _____
Jason P. Maassel, Mayor

VOTE ON PASSAGE ____ Yea ____ Nay ____ Abstain

Attest:

Gregory J. Heath, Clerk/Finance Director

I, Gregory J. Heath, Clerk/Finance Director of the City of Napoleon, do hereby certify that the foregoing Resolution No. 046-18 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the _____ day of _____, 20____; and I further certify the compliance with the rules established in Chapter 103 of the Codified Ordinances of Napoleon, Ohio and the laws of the State of Ohio pertaining to Public Meetings.

Gregory J. Heath, Clerk/Finance Director

JOB CREATION TAX CREDIT AGREEMENT

This Job Creation Tax Credit Agreement (this “Agreement”) is made and entered into by and between the CITY OF NAPOLEON, an Ohio municipal corporation (the “City”), and JAC Products, Inc., a Michigan Corporation with an active Ohio Foreign Corporation License, Entity Number 658104, and with an address at 225 S. Industrial Drive, Saline, Michigan 48176 (the “Grantee”).

BACKGROUND INFORMATION

- A. The City seeks to increase employment opportunities and to encourage establishment of new jobs within the corporate boundaries of the City of Napoleon (the “City Boundaries”), in order to improve the economic welfare of the City and its citizens, in furtherance of the public purposes enunciated in Article VIII, Section 13 of the Ohio Constitution.
- B. The City has determined that the Grantee will create new jobs within the City Boundaries in connection with a project to be implemented by the Grantee at 620 Independence Drive in Napoleon, Ohio (the “Project Site”), consisting of manufacturing work at said address (the “Project”).
- C. The Codified Ordinances of the City of Napoleon, Ohio (“Codified Ordinances”) Chapter 194 impose income taxes, including a tax on business net profits. The Grantee represents and has documented to the City that the credit authorized by this Agreement against the tax imposed on the Grantee’s net profits under Codified Ordinances Chapter 194 (the “City Income Tax Credit”) is a major factor in the Grantee’s decision to go forward with the Project, to offset costs of capital expenditures and/or moving.
- D. The City Income Tax Credit as provided in this Agreement is authorized by Ohio Revised Code (“ORC”) Sections 718.15 and 718.151, and by Codified Ordinances 194.064 and 194.065.
- E. Codified Ordinance 194.064, Codified Ordinance 194.065, and ORC Sections 718.15 and 718.151 require that the Grantee and the City enter into an agreement specifying the conditions of the City Income Tax Credit prior to the City’s passage of an ordinance granting the City Income Tax Credit.
- F. The City and Grantee intend that Grantee will implement the Project partly as a result of Grantee cost savings resulting from a fifty percent (50%) City income tax credit applicable to new jobs created by Grantee at the Project Site within three years of this Agreement for a tax credit term of seven (7) years, and thereby create at least 200 new jobs in the City within three (3) years and retain the number of jobs described herein below.

STATEMENT OF THE AGREEMENT

In consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the parties agree as follows:

1. PRECONDITIONS TO EFFECTIVENESS OF AGREEMENT.

- (A) This Agreement shall be of no force and effect unless and until:
 - (1) This Agreement is fully executed by both parties;
 - (2) The Council of the City of Napoleon passes an ordinance approving this Agreement, and the ordinance takes effect.
- (B) If the date of full execution of the State Agreement or the date of the City's passage of an ordinance authorizing this Agreement does not occur prior to one hundred twenty (120) days after the date on which this Agreement is fully executed (the "Execution Date"), then either the City or the Grantee may terminate this Agreement upon written notice to the other party. Even if not so terminated, this Agreement remains of no force and effect unless and until the conditions of subsection (A) above are met.

2. CERTAIN DEFINITIONS. As used in this Agreement:

- (A) "Aggregate Employees" means, for any stated period, the Number of Full-Time Employee Equivalents employed either by the Grantee or by a Related Member, calculated with reference to all employees of the Grantee and all Related Members of the Grantee for which (1) the primary work location is within the City of Napoleon and (2) the Grantee or a Related Member withholds City income taxes.
- (B) "Employment Retention Period" means a 7-year period commencing as of the start of the Tax Credit Term.
- (C) "City Tax Credit Term" means the 7-year term of tax year 2018 through tax year 2024 during which the City Income Tax Credit is allowable under this Agreement.
- (D) "Grantee's City-Wide Employees" means, for any stated period, the Number of Full-Time Employee Equivalents employed by the Grantee, calculated with reference to all employees of the Grantee for which (1) the primary work location is within the City (not limited to the Project Site) and (2) the Grantee withholds City income taxes. An employee is considered to have a primary work location within the City if at least fifty-one percent (51%) of the compensation paid by the Grantee to that employee is taxed by the City with respect to work performed in the City.
- (E) "Income Tax Revenue" means, for any Tax Year:

- (1) Payments from the Grantee to the City in an amount equal to the aggregate amount of earnings taxes withheld on the qualifying wages (as defined in Codified Ordinance Section 194) paid by the Grantee to all Project Site Employees; less
 - (2) Any amounts refunded by the City to Project Site Employees (pursuant to Codified Ordinance Chapter 194) relating to qualifying wages (as defined in Codified Ordinance Section 194) paid by the Grantee, as such refunds are reported by the City to the Grantee from time to time.
- (F) “Initial Tax Year” means the first Tax Year during which the Grantee is entitled to an Income Tax Credit under this Agreement.
- (G) “Net Number of New Employees” means, for any Tax Year:
 - (1) The average Number of New Employees in the final three (3) calendar months of that Tax Year.
 - (2) Computations of an “average number” of employees, as required by this Agreement, shall be made and documented by the Grantee in a manner subject to approval by the City, such approval not to be unreasonably withheld.
- (H) “New Employee” means an employee of the Grantee whose primary work location is the Project Site, and who is first employed by the Grantee within the City Boundaries after the Execution Date of this Agreement. An employee is considered to have a primary work location at the Project Site if at least fifty-one percent (51%) of the compensation paid by the Grantee to that employee is taxed by the City with respect to work performed at the Project Site. “New Employees” may include employees of the Grantee employed in employment positions that were relocated to the Project Site from other operations of the Grantee (or of a Related Member) outside of the City Boundaries.
- (I) “New Income Tax Revenue” means, for any Tax Year, the lesser of:
 - (1) Income Tax Revenue in such Tax Year relating only to New Employees; or
 - (2) The amount computed by multiplying (a) the Net Number of New Employees for such Tax Year by (b) the average amount of Income Tax Revenue received by the City in such Tax Year per New Employee (which average amount is computed by dividing (x) the total Income Tax Revenue for such Tax Year relating only to New Employees by (y) the monthly average of Number of New Employees (determined on a twelve (12) month basis) employed during such Tax Year.
- (J) “Number of Full-Time Employee Equivalents” means one fortieth (1/40) of the total number of compensated hours worked in a work week by permanent paid employees (whether full-time or part-time),

provided that the hours included in the calculation may not exceed forty (40) per week for any individual employee.

- (K) “Number of New Employees” means, for any stated period, the Number of Full-Time Employee Equivalents employed in that period, calculated only with reference to hours worked by New Employees.
- (L) “Related Member” means any of the Grantee’s “related members” (as defined in ORC Section 122.171(A)(7)) that has at least one employee whose primary work location is within the City Boundaries (not limited to the Project Site), including those “related members” that begin operations within the City Boundaries on or after the Execution Date.
- (M) “Tax Year” means the fiscal year used by the Grantee to compute net profits under Codified Ordinance Chapter 194.

3. PROJECT; JOB CREATION AND RETENTION.

- (A) Grantee Representations. The Grantee represents that the Grantee shall give written notice to the City of any Related Member that begins operations within the City Boundaries on or after the Execution Date.
- (B) Minimum Expenditures. The Grantee agrees to expend a minimum of \$5,500,000.00, including \$4,698,000.00 in machinery and equipment costs and \$532,000.00 in building costs on or before December 31, 2021 to accomplish the Project.
- (C) Minimum Number of New Employees. No later than three (3) years after the Execution Date, the Grantee agrees to employ a Number of New Employees at the Project Site equal to at least two-hundred (200). The Grantee anticipates that the average wage of the New Employees shall be at least 125% of current minimum wage requirements.
- (D) Employment Retention by the Grantee. Beginning with the fourth (4th) year of the City Tax Credit Term and continuing during each subsequent year of the Employment Retention Period, the Grantee agrees to maintain an average Net Number of New Employees (determined on a twelve (12) month basis) of at least ninety percent (90%) of the highest Net Number of New Employees reported by the Grantee in calculating the City Income Tax Credit in any prior Tax Year during the City Tax Credit Term.

The Grantee acknowledges and agrees that the obligations of the Grantee under this Agreement may be affected by decisions of the Related Members, as the City’s agreement to provide the City Income Tax Credit authorized herein is conditioned on maintenance of the existing employment within the City Boundaries by both the Grantee

and the Related Members. The Grantee may apply to the City Manager for waiver of this employment retention requirement (which waiver may be granted in the City Manager's sole discretion) on the grounds that the Grantee's failure to maintain the required Net Number of New Employees is excusable based on exceptional circumstances not under the control of the Grantee or of the Related Members, as described in Section 12.

- (E) City Residents; Referral Procedure for New Hires. The Grantee agrees to use its best efforts to fill at least ten percent (10%) of the new jobs created in connection with the Project with employees residing within the City Boundaries (the "City Resident Hiring Goal"). In furtherance of such goal, the Grantee shall implement the following procedures:
- (1) City Referrals. In its efforts to meet the City Resident Hiring Goal, the Grantee agrees to request referrals from the Ohio Means Jobs Center when positions need to be filled. A representative of the personnel office of the Grantee will meet periodically with a representative of the Ohio Means Jobs Center to assess the Grantee's future employment needs and to assure that qualified applicants can be recruited and trained in a timely manner.
 - (2) Initial Positions. As soon as practicable after execution of this Agreement the Grantee agrees to notify the Ohio Means Jobs Center of the following: (i) the number of new employees that will be required, and the date when the positions must be filled; (ii) the training, qualifications and experience required for the individuals who will fill the positions; and (iii) the name, address and telephone number of the person responsible for hiring. For positions requiring customized training, the Grantee agrees to provide such notice as far in advance as is practicable.
 - (3) Interviews. The Grantee agrees to interview those applicants who are referred by Ohio Means Jobs, and shall consider for employment those applicants the Grantee finds to be qualified for an available position. If (a) Ohio Means Jobs informs the Grantee that it does not intend to make referrals for a position, (b) Ohio Means Jobs fails to refer applicants who are available for interview for a position in accordance with this subsection or (c) the applicants referred for a position are deemed not qualified by the Grantee, in its sole discretion, then the Grantee may hire individuals from other sources for such position, without any further obligations or restrictions hereunder as to such position.

- (4) Subsequent Positions. During the three (3) year period following the date upon which this Agreement becomes effective, if the Grantee needs to fill a vacant employment position (either from attrition or an increase in employment), the Grantee agrees to notify Ohio Means Jobs for an additional referral of applicants. The Grantee, however, is under no obligation to postpone the hiring of a new employee pending receipt of referrals from Ohio Means Jobs. If the position is still vacant at the time referrals are received from Ohio Means Jobs, the Grantee shall interview those applicants who are referred by Ohio Means Jobs and shall consider for employment those applicants the Grantee finds to be qualified for an available position.
- (5) Continuation of Referral Procedure. If the Grantee and the City agree that this referral process has been mutually beneficial, the parties shall continue the process after the three (3) year period.

4. CITY INCOME TAX CREDIT.

- (A) Credit Requirements. Subject to the terms and conditions of this Agreement, for each Tax Year during the City Tax Credit Term in which the Grantee is in full compliance with all requirements under both Codified Ordinance Chapter 194 and this Agreement, the Grantee shall be allowed to apply the City Income Tax Credit stated in this Section against the tax imposed on the Grantee's net profits under Codified Ordinance Chapter 194. No minimum Number of New Employees is a prerequisite to the City Income Tax Credit hereunder for the Initial Tax Year or the two Tax Years thereafter. The City Income Tax Credit shall be applied in accordance with any applicable rules and regulations (consistent with this Agreement) that may be adopted by the Board of Review (as defined in Codified Ordinance Section 194).
- (B) Amount of Credit. The amount of the City Income Tax Credit shall be fifty percent (50%) of any New Income Tax Revenue in a given Tax Year. The City Income Tax Credit shall be applied against net profits tax due to the City (pursuant to Codified Ordinance Chapter 194) from the Grantee for such Tax Year. The City Income Tax Credit shall be allowed only after the allowance of all other credits and deductions under Codified Ordinance Chapter 194. If the City Income Tax Credit exceeds the Grantee's tax liability for such Tax Year, the City Income Tax Credit shall not be refunded to the Grantee or carried back to previous Tax Years, but may be carried forward up to seven (7) Tax Years; provided, however, that such City Income Tax Credit shall not be carried forward beyond the seventh (7th) Tax Year (for the purposes

of such calculations, the Initial Tax Year shall be the first (1st) Tax Year).

- (C) Related Members. The Grantee acknowledges and agrees that the City Income Tax Credit calculated under this Agreement will be reduced to the extent that reductions in the number of Aggregate Employees of both the Grantee and the Related Members affect the calculation of Net Number of New Employees.

5. COVENANT AS TO OUTSTANDING LIABILITIES; INSPECTION OF RECORDS; FALSE STATEMENTS.

- (A) In accordance with Ohio Revised Code Section 9.66, (A) the Grantee affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or to a political subdivision of the State; (2) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; or (3) any other moneys to the State, a State agency or a political subdivision of the State that are past due, regardless of whether the amounts owed are being contested in a court of law or not; (B) the Grantee authorizes the City and/or the State to inspect the personal financial statements of the Grantee, including tax records and other similar information not ordinarily open to public inspection with the understanding that all such information derived from any inspection is confidential pursuant to Ohio Revised Code Section 718.13 and will not be disclosed except in accordance with that statute which will be kept confidential and nor allow access from any person; and (C) the Grantee authorizes the Ohio Environmental Protection Agency and the Ohio Department of Taxation to release information to the City and or other State departments in connection with the above statements. As provided by statute, a knowingly false statement under this Section may be prosecuted as a first degree misdemeanor under Ohio Revised Code Section 2921.13, may render the Grantee ineligible for any future economic development assistance from the State or any political subdivision of the State and will result in the City requiring the Grantee's repayment of any assistance provided by the City in connection with the Project.

6. TERMINATION; REIMBURSEMENT FOR DEFAULT.

- (A) Suspension or Termination of the City Income Tax Credit. Subject to the provisions of subsections (B) and (C) below, if the City provides the Grantee with written notice of an event of default under this Agreement, and such default is not cured to the City's satisfaction within thirty (30) days of such notice, the City shall suspend or terminate the City Income Tax Credit hereunder and may, in the City's sole discretion, take such other measures as may be lawful

(including suing for specific performance). Except as provided in subsections (B) or (C) below, such suspension or termination shall only affect City Income Tax Credits otherwise allowable after the date of suspension or termination.

- (B) Grantee's Failure to Comply with Job Creation and Retention Obligations. If the City provides the Grantee with written notice of an event of default under Section 3(C) or 3(D), and such default is not cured to the City's satisfaction within thirty (30) days of such notice, the City may, after giving the Grantee an opportunity to explain such default, require the Grantee to pay to the City all or a portion of the City Income Tax Credits previously claimed under this Agreement. In determining the portion of the City Income Tax Credit amounts to be repaid, the City may consider the effect of market conditions on the Grantee's Project and whether the Grantee continues to maintain other operations and employment in the City.
- (C) Grantee's Failure to Comply with Outstanding Liability Obligations. If the City provides the Grantee with written notice of an event of default under Section 5, the City may, after giving the Grantee an opportunity to explain such default, require the Grantee to pay to the City all or any portion of the City Income Tax Credits previously allowed under this Agreement.
- (D) Reimbursement. The Grantee hereby agrees to make any payments required by the City under this Section within thirty (30) days of written demand by the City. Amounts due and not paid when due shall bear interest at the rate specified in ORC Section 1343.03(A) (as such rate is in effect on the date of the applicable payment demand by the City). The Grantee hereby expressly waives the statute of limitations period contained in Codified Ordinance Chapter 194 with respect to any such demand and payment.

7. SUBMISSION OF ANNUAL REPORTS.

- (A) During the Employment Retention Period, the Grantee shall submit to the City an annual progress report (see Exhibit "A" Status Report) documenting the Number of Full-Time Employee Equivalents at the Project Site, the number of the Grantee's City-Wide Employees, the number of Aggregate Employees, the Net Number of New Employees, the New Income Tax Revenue and any other information that the City deems relevant to this Agreement. The report shall include the necessary employment information for the Grantee and the Related Members for the report period. The Grantee agrees to furnish the progress report to the City no later than sixty (60) days following the end of each Tax Year; provided, however, that if the first occurrence of such sixtieth (60th) day is less than two (2) months from the Execution

Date, the Grantee may elect to begin annual reports following the immediately succeeding Tax Year. The annual report, as submitted, must be certified as accurate and signed by the Chief Financial Officer of the Grantee. If the report is approved by the City as demonstrating compliance with this Agreement, a certificate of verification from the City will be sent to the Grantee and the Tax Commissioner (as defined in Codified Ordinance Section 194) within thirty (30) days after receipt of the annual report. Failure to submit an annual report within the time periods specified herein will be considered a default and may result in termination of this Agreement.

8. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM.

- (A) This Agreement is subject to and hereby incorporates the provisions of the Equal Employment Opportunity Program set forth in Codified Ordinances.

9. RECORDS, ACCESS AND MAINTENANCE.

- (A) Throughout the period required by Codified Ordinance Section 194, the Grantee agrees to establish and maintain such records as are necessary to document compliance with this Agreement (including but not limited to, financial reports, payroll records, intake and participant information and all other relevant information). For the three (3) year period following the end of the Employment Retention Period, the Grantee agrees to maintain records of the amounts of City Income Tax Credits claimed and allowed. The parties further agree that records with respect to any audit disallowances, litigation or dispute between the City and the Grantee shall be maintained for the time needed for the resolution of said disallowance, litigation or dispute, and that in the event of early termination of this Agreement (or if for any other reason the City shall require a review of the records related to the Project), the Grantee shall, at its own cost and expense, segregate all such records related to the Project and this Agreement (or copies thereof) from its other records of operation.

10. AUDITS AND INSPECTIONS.

- (A) At any time during normal business hours upon written notice and as often as the City may deem necessary, the Grantee shall make available to the City and to appropriate State agencies or officials all records of the Grantee and the Related Members with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment, and shall permit the City to audit, examine and make excerpts or transcripts from such records. The City agrees not to require in excess of two audits in any calendar year.

11. FORBEARANCE NOT A WAIVER.

- (A) No act of forbearance or failure to insist on the prompt performance by the Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by the City of any of its rights hereunder.

12. ENFORCED FAILURE TO PERFORM FOR CAUSES BEYOND CONTROL OF THE GRANTEE - - RELIEF FROM REIMBURSEMENT OBLIGATION.

- (A) The Grantee shall not be required to pay the reimbursement required for default under Section 6(B) of this Agreement for any Tax Year in which such default is due to un-foreseeable causes beyond the control of the Grantee and the Related Members and without fault or negligence of the Grantee or the Related Members, restricted to: acts of the federal, state or city government; orders of courts; fires, floods, epidemics, earthquakes or similar natural disasters; quarantine restrictions; strikes; and other causes which in the opinion of the City Manager are beyond the control of the Grantee and the Related Members and without fault or negligence of the Grantee or the Related Members. Economic difficulties of the Grantee or the Related Members (including, without limitation, bankruptcy), do not constitute causes beyond the control of the Grantee or the Related Members under this subsection. If the Grantee seeks the benefit of the provisions of this subsection it shall, within sixty (60) days after the beginning of any such unforeseeable cause, notify the City thereof in writing.

- (B) Notwithstanding the provisions set forth in subsection (A) above, the Grantee shall not be allowed a City Income Tax Credit hereunder (including any credit carried forward from prior tax years) in any Tax Year in which the Grantee is not in full compliance with all requirements of this Agreement.

13. COMPLIANCE WITH IMMIGRATION AND NATIONALITY ACT.

- (A) In the performance of its obligations under this Agreement, the Grantee agrees to comply with the provisions of the Immigration and Nationality Act codified at 8 U.S.C. §§ 1324a(a)(1)(A) and (a)(2). Any noncompliance with such provisions shall be solely determined by either the federal agencies authorized to enforce the Immigration and Nationality Act or the U.S. Attorney General, in accordance with Executive Order 12989 of the U.S. President dated February 13, 1996, and as amended by Executive Order 13465 of the U.S. President dated June 6, 2008.

14. INDEMNIFICATION.

- (A) The Grantee shall indemnify, defend and save the City, its agents and employees harmless from and against any and all losses, claims, damages, liabilities, costs or expenses (including reasonable fees, disbursements, settlement costs and other charges of counsel) imposed on, incurred by or asserted against any of them in connection with any litigation, investigation, claim or proceeding commenced or threatened related to the negotiation, preparation, execution, delivery, enforcement, performance or administration of this Agreement, any other documents related to this Agreement or any undertaking or proceeding related to any of the transactions contemplated hereby or thereby or any act, omission, event or transaction related or attendant thereto, including amounts paid in settlement, court costs and the fees and expenses of counsel, except that the Grantee shall not have any obligation under this Section to the extent that such losses, claims, damages, liabilities, costs or expenses do not result from an act or omission by the Grantee. To the extent that the undertaking to indemnify, pay and hold harmless set forth in this Section may be unenforceable because it violates any law or public policy, the Grantee shall pay the maximum portion which it is permitted to pay under applicable law to the City in satisfaction of indemnified matters under this Section. To the extent permitted by applicable law, neither the Grantee nor the City shall assert, and each of the Grantee and the City hereby waives, any claim against either the Grantee or the City, as applicable, on any theory of liability for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other documents related to this Agreement or any undertaking or transaction contemplate hereby. All amounts due under this Section shall be payable upon demand. The foregoing indemnity shall survive the termination of this Agreement.

15. CITY IDENTIFICATION IN MARKETING MATERIALS.

- (A) The Grantee shall use best efforts to acknowledge the financial support of the City in any publicity circulated within the City (such as but not limited to materials appearing on the Internet, television, cable television, radio or in the press or any other printed media publicly circulated within the City). In identifying the City as a funding source, the Grantee shall use either the phrase "Supported by the City of Napoleon" or a City of Napoleon logotype or other form of acknowledgement that has been approved in advance by the City. The Grantee's obligations under this Section shall be in effect throughout the term of this Agreement.

16. CONFLICT OF INTEREST.

- (A) The Grantee agrees that no officer, employee or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, nor any immediate family member, close business associate or organization which is about to employ any such person, shall have any personal financial interest, direct or indirect, in the Grantee or in this Agreement and the Grantee shall take appropriate steps to assure compliance.

17. MISCELLANEOUS.

- (A) Relocation of Project Site Within the City. During the term of the Tax Credit, the Grantee may change the location of the Project Site to another location, but only within the City of Napoleon's corporate boundaries.
- (B) Governing Law. This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.
- (C) Forum and Venue. All actions regarding this Agreement shall be brought in a court of competent subject matter jurisdiction in Henry County, Ohio.
- (D) Entire Document. This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.
- (E) Severability. If any provisions of this Agreement are declared by final non-appealable court order to be unlawful or invalid under applicable law, then such order shall not invalidate the remainder of this Agreement not found to be unlawful or invalid, and shall not create any liability to the City resulting from the unlawfulness or invalidity of such provisions. Any provision so declared to be unlawful or invalid shall, if possible, be construed in a manner which will give effect to the terms of such provision to the fullest extent possible while remaining lawful and valid.
- (F) Assignment. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned or subcontracted by the Grantee without the prior express written consent of the City.
- (G) Successor in Interest. Each and all of the Grantee's obligations under this Agreement shall extend to and bind not only the Grantee, but its successors and assigns. Only in the case of assignment consented to by

the City (as provided in subsection (F) above), the Grantee's benefits hereunder shall inure to the benefit of any approved assignee.

- (H) Notices. All notices, consents, demands, requests and other communications given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by mail, registered or certified, to the addresses set forth hereunder, or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

To the City:

City of Napoleon
Box 151
Napoleon, Ohio 43545
Attention: City Manager

with a copy to:

City of Napoleon
Box 151
Napoleon, Ohio 43545
Attention: Council President

To the Grantee:

JAC Products, Inc.
225 S. Industrial Drive
Saline, Michigan 48176
Attention: Dennis Kirby, CFO

If the Grantee sends a notice to the City alleging that the City is in breach of this Agreement, the Grantee shall simultaneously send a copy of such notice by U.S. certified mail to: City of Napoleon, Box 151, Napoleon, OH 43545, Attention: City Law Director.

[remainder of page intentionally blank – signature page follows]

IN WITNESS WHEREOF, the parties have executed this Job Creation Tax Credit Agreement on the dates indicated below.

JAC Products, Inc.,
a Michigan Corporation

By: _____

Name: _____

Title: _____

Date: _____

Authorized corporate resolution on _____, 2018

CITY OF NAPOLEON,
an Ohio municipal corporation

By: _____

Name: Joel Mazur

Title: City Manager

Date: _____

Approved as to Form:

By: _____

Title: Law Director

Certification of Funds:

Certified

Date: _____

Fund/Code: _____

Amount: _____

By: _____

Name: _____

Title: Finance Director



JOB CREATION TAX CREDIT STATUS REPORT – TAX YEAR 20__

Agreement Information/Company Commitments

1. Name the Grantee or Grantees party to the Agreement: _____

2. List the following Agreement information:
 - a. Execution Date: _____
 - b. Expiration Date: _____
 - c. Amendment date(s) (please list all): _____

3. State the baseline total full-time permanent employment of the Grantee or Grantees: _____
 - a. Average wage of Employees: _____

4. Number of full-time permanent jobs committed to create and/or retain within the Agreement:

Retain: _____
Create: _____

5. Number of full-time permanent jobs created and/or retained:

Retain: _____
Create: _____

CERTIFICATION OF INFORMATION

I hereby represent and certify that the foregoing information, to the best of my knowledge, is true, complete, and accurately describes the status of the project as of December ____, 20__.

Grantee's Authorized Representative:

 Signature Date

 Typed Name/Title

Kilowatt Hour Tax Rebate Agreement

This Kilowatt Hour Tax Rebate Agreement (this “Agreement”) is made and entered into by and between the CITY OF NAPOLEON, an Ohio municipal corporation (the “City”), and JAC Products, Inc., a Michigan Corporation with an active Ohio Foreign Corporation License, Entity Number 658104, and with an address at 225 S. Industrial Drive, Saline, Michigan 48176 (the “Grantee”).

BACKGROUND INFORMATION

- A. The City seeks to increase employment opportunities, encourage establishment of new jobs and increase the electrical use within the corporate boundaries of the City of Napoleon (the “City Boundaries”), in order to improve the economic welfare of the City and its citizens, in furtherance of the public purposes enunciated in Article VIII, Section 13 of the Ohio Constitution.
- B. The City has determined that the Grantee will create new jobs and additional electrical use within the City Boundaries in connection with a project to be implemented by the Grantee at 620 Independence Drive in Napoleon, Ohio (the “Project Site”), consisting of manufacturing work at said address (the “Project”).
- C. The State of Ohio has implemented an excise tax as described in ORC 5727 on electric distribution entities based on the amount of kilowatt hours of electricity distributed in a thirty-day period or Billing Cycle.
- D. The City and Grantee intend that Grantee will implement the Project partly as a result of Grantee cost savings resulting from a one hundred (100%) Kilowatt Hour (“KWH”) tax rebate, not to exceed \$12,000 per month, applicable to new electric generation in the City Electrical System of a minimum of a one and a half Megawatt (1.5 MW) load in the City Electrical System.

STATEMENT OF THE AGREEMENT

In consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the parties agree as follows:

- 1. PRECONDITIONS TO EFFECTIVENESS OF AGREEMENT.
 - (A) This Agreement shall be of no force and effect unless and until:
 - (1) This Agreement is fully executed by both parties;
 - (2) The Council of the City of Napoleon passes an ordinance approving this Agreement, and the ordinance takes effect.

- (B) If the date of full execution of the State Agreement or the date of the City's passage of an ordinance authorizing this Agreement does not occur prior to one hundred twenty (120) days after the date on which this Agreement is fully executed (the "Execution Date"), then either the City or the Grantee may terminate this Agreement upon written notice to the other party. Even if not so terminated, this Agreement remains of no force and effect unless and until the conditions of subsection (A) above are met.

2. CERTAIN DEFINITIONS. As used in this Agreement:

- (A) "City KWH Tax Rebate Term" means the 3-year term starting the First Full Month of Operation in the Facility.
- (B) "Facility" means the buildings, land, utilities and any other appurtenances associated with the Project Site and the Project.
- (C) "First Full Month of Operation" means the first full month in which the Grantee's Facility begins production starting at the beginning of the Billing Cycle.
- (D) "Billing Cycle" means the time between meter readings. Generally a thirty (30) day period determined by the billing date.
- (E) "Electrical Usage" means the amount of electricity used by the Grantee at the Facility, which is metered by the City and billed to Grantee on a monthly basis.
- (F) "KWH Tax" means the tax that is collected by the City defined in ORC 5727.
- (G) "KWH Tax Revenue" means, for any Billing Cycle, payments from the Grantee to the City in an amount equal to the amount of taxes levied as defined in ORC 5727.81 based on the amount of Electrical Usage at the Facility and paid by the Grantee to City, which is calculated on a monthly basis.

3. PROJECT; CITY KWH TAX REBATE.

- (A) Rebate Requirements. Subject to the terms and conditions of this Agreement, for each Billing Cycle during the City KWH Tax Rebate Term in which the Grantee is in full compliance with all requirements under this Agreement, the Grantee shall be allowed to apply the City KWH Tax Rebate stated in this Section against the tax imposed on the Grantee's Electrical Usage.

- (B) KWH Tax Calculation. The KWH Tax shall be calculated each month for each individual meter based on the formula provided in ORC 5727.81 and detailed below:

For the first 2,000 KWH distributed: \$0.00465

For the next 2,001 to 15,000 KWH distributed: \$0.00419

For 15,001 and above KWH distributed: \$0.00363

- (C) Amount of Rebate. The amount of the City KWH Tax Rebate shall be one hundred percent (100%) of any Electrical Usage in a given Billing Cycle. The City KWH Tax Rebate shall be applied against any KWH tax revenue collected by the City from the Grantee in a Billing Month except that the City KWH Tax Rebate shall not exceed \$12,000 in any Billing Cycle.
- (D) Minimum Electrical Usage. The Grantee shall ensure that the minimum amount of electricity used at the Facility remains at a minimum of 1.5 MW of load used on average during any given Billing Cycle throughout the term of this Agreement. If this requirement is not met in any Billing Cycle, then the City shall only rebate the pro rata share of the KWH Tax Calculation by the percentage of Grantee's Electrical Usage.
- (E) Rebate Payments. The City KWH Tax Rebate will be calculated on a monthly basis and payment will be made to the Grantee in a lump sum with no interest by no later than March 1st of the following year or 90 days after the end of the 3-year term of this Agreement.

4. COVENANT AS TO OUTSTANDING LIABILITIES; INSPECTION OF RECORDS; FALSE STATEMENTS.

- (A) In accordance with Ohio Revised Code Section 9.66, (A) the Grantee affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or to a political subdivision of the State; (2) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; or (3) any other moneys to the State, a State agency or a political subdivision of the State that are past due, regardless of whether the amounts owed are being contested in a court of law or not; (B) the Grantee authorizes the City and/or the State to inspect the personal financial statements of the Grantee, including tax records and other similar information not ordinarily open to public inspection; and (C) the Grantee authorizes the Ohio Environmental Protection Agency and the Ohio Department of Taxation to release information to the City and or other State departments in connection with the above statements. As provided by statute, a knowingly false statement under this Section may be

prosecuted as a first degree misdemeanor under Ohio Revised Code Section 2921.13, may render the Grantee ineligible for any future economic development assistance from the State or any political subdivision of the State and will result in the City requiring the Grantee's repayment of any assistance provided by the City in connection with the Project.

5. TERMINATION; REIMBURSEMENT FOR DEFAULT.

- (A) Suspension or Termination of the City KWH Tax Rebate. Subject to the provisions of subsections (B) and (C) below, if the City provides the Grantee with written notice of an event of default under this Agreement, and such default is not cured to the City's satisfaction within thirty (30) days of such notice, the City shall suspend or terminate the City KWH Tax Rebate hereunder and may, in the City's sole discretion, take such other measures as may be lawful (including suing for specific performance). Except as provided in subsection (B) below, such suspension or termination shall only affect City KWH Tax Rebate otherwise allowable after the date of suspension or termination.
- (B) Grantee's Failure to Comply with Outstanding Liability Obligations. If the City provides the Grantee with written notice of an event of default under Section 5, the City may, after giving the Grantee an opportunity to explain such default, require the Grantee to pay to the City all or any portion of the City KWH Tax Rebate previously allowed under this Agreement.

6. REPORTING.

- (A) During the term of this Agreement, the Grantee shall have access to the City's records upon request and the City shall furnish a report showing the monthly KWH Tax Calculation defined in Section 3 (B) of this Agreement when a Rebate Payment defined in Section 3 (E) of this Agreement is made to the Grantee.

7. FORBEARANCE NOT A WAIVER.

- (A) No act of forbearance or failure to insist on the prompt performance by the Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by the City of any of its rights hereunder.

8. ENFORCED FAILURE TO PERFORM FOR CAUSES BEYOND CONTROL OF THE GRANTEE - - RELIEF FROM REIMBURSEMENT OBLIGATION.

- (A) The Grantee shall not be required to pay the reimbursement required for default under Section 3(D) of this Agreement for any Billing Cycle in

which such default is due to un-foreseeable causes beyond the control of the Grantee and the Related Members and without fault or negligence of the Grantee or the Related Members, restricted to: acts of the federal, state or city government; orders of courts; fires, floods, epidemics, earthquakes or similar natural disasters; quarantine restrictions; strikes; and other causes which in the opinion of the City Manager are beyond the control of the Grantee and without fault or negligence of the Grantee. Economic difficulties of the Grantee (including, without limitation, bankruptcy), do not constitute causes beyond the control of the Grantee or the Related Members under this subsection. If the Grantee seeks the benefit of the provisions of this subsection it shall, within sixty (60) days after the beginning of any such unforeseeable cause, notify the City thereof in writing.

- (B) Notwithstanding the provisions set forth in subsection (A) above, the Grantee shall not be allowed a City KWH Tax Rebate hereunder in any Billing Cycle in which the Grantee is not in full compliance with all requirements of this Agreement.

9. INDEMNIFICATION.

- (A) The Grantee shall indemnify, defend and save the City, its agents and employees harmless from and against any and all losses, claims, damages, liabilities, costs or expenses (including reasonable fees, disbursements, settlement costs and other charges of counsel) imposed on, incurred by or asserted against any of them in connection with any litigation, investigation, claim or proceeding commenced or threatened related to the negotiation, preparation, execution, delivery, enforcement, performance or administration of this Agreement, any other documents related to this Agreement or any undertaking or proceeding related to any of the transactions contemplated hereby or thereby or any act, omission, event or transaction related or attendant thereto, including amounts paid in settlement, court costs and the fees and expenses of counsel, except that the Grantee shall not have any obligation under this Section to the extent that such losses, claims, damages, liabilities, costs or expenses do not result from an act or omission by the Grantee. To the extent that the undertaking to indemnify, pay and hold harmless set forth in this Section may be unenforceable because it violates any law or public policy, the Grantee shall pay the maximum portion which it is permitted to pay under applicable law to the City in satisfaction of indemnified matters under this Section. To the extent permitted by applicable law, neither the Grantee nor the City shall assert, and each of the Grantee and the City hereby waives, any claim against either the Grantee or the City, as applicable, on any theory of liability for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other

documents related to this Agreement or any undertaking or transaction contemplate hereby. All amounts due under this Section shall be payable upon demand. The foregoing indemnity shall survive the termination of this Agreement.

10. CONFLICT OF INTEREST.

- (A) The Grantee agrees that no officer, employee or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, nor any immediate family member, close business associate or organization which is about to employ any such person, shall have any personal financial interest, direct or indirect, in the Grantee or in this Agreement and the Grantee shall take appropriate steps to assure compliance.

11. MISCELLANEOUS.

- (A) Relocation of Project Site Within the City. During the term of the Agreement, the Grantee may change the location of the Project Site to another location, but only within the City of Napoleon's corporate boundaries.
- (B) Governing Law. This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.
- (C) Forum and Venue. All actions regarding this Agreement shall be brought in a court of competent subject matter jurisdiction in Henry County, Ohio.
- (D) Entire Document. This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.
- (E) Severability. If any provisions of this Agreement are declared by final non-appealable court order to be unlawful or invalid under applicable law, then such order shall not invalidate the remainder of this Agreement not found to be unlawful or invalid, and shall not create any liability to the City resulting from the unlawfulness or invalidity of such provisions. Any provision so declared to be unlawful or invalid shall, if possible, be construed in a manner which will give effect to the terms of such provision to the fullest extent possible while remaining lawful and valid.

- (F) Assignment. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned or subcontracted by the Grantee without the prior express written consent of the City.
- (G) Successor in Interest. Each and all of the Grantee's obligations under this Agreement shall extend to and bind not only the Grantee, but its successors and assigns. Only in the case of assignment consented to by the City (as provided in subsection (F) above), the Grantee's benefits hereunder shall inure to the benefit of any approved assignee.
- (H) Notices. All notices, consents, demands, requests and other communications given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by mail, registered or certified, to the addresses set forth hereunder, or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

To the City:

City of Napoleon
Box 151
Napoleon, Ohio 43545
Attention: City Manager

with a copy to:

City of Napoleon
Box 151
Napoleon, Ohio 43545
Attention: Council President

To the Grantee:

JAC Products, Inc.
225 S. Industrial Drive
Saline, Michigan 48176
Attention: Dennis Kirby, CFO

If the Grantee sends a notice to the City alleging that the City is in breach of this Agreement, the Grantee shall simultaneously send a copy of such notice by U.S. certified mail to: City of Napoleon, Box 151, Napoleon, OH 43545, Attention: City Law Director.

[remainder of page intentionally blank – signature page follows]

IN WITNESS WHEREOF, the parties have executed this KWH Tax Rebate Agreement on the dates indicated below.

JAC Products, Inc.,
a Michigan Corporation

By: _____

Name: _____

Title: _____

Date: _____

Authorized corporate resolution on _____, 2018

CITY OF NAPOLEON,
an Ohio municipal corporation

By: _____

Name: Joel Mazur

Title: City Manager

Date: _____

Approved as to Form:

By: _____

Title: Law Director

Certification of Funds:

Certified

Date: _____

Fund/Code: _____

Amount: _____

By: _____

Name: _____

Title: Finance Director

ORDINANCE NO. 047-18

ORDINANCE AUTHORIZING THE CITY MANAGER FOR THE CITY OF NAPOLEON, OHIO TO COMPLETE ALL ACTS NECESSARY TO ENTER INTO ALL NECESSARY AGREEMENTS TO COMPLETE THE SALE OF CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF NAPOLEON TO VENTURES IN SPACE, LTD. OR ITS DESIGNATED AFFILIATED ENTITY AND DECLARING AN EMERGENCY

WHEREAS, the City desires to encourage commercial and industrial development and create and preserve jobs and employment opportunities within the City; and,

WHEREAS, based on the results of an examination of office and industrial space needs within the City, and induced by and in reliance on the economic development incentives previously provided, Ventures In Space, Ltd. has built an approximate one hundred thousand (100,000) square foot industrial building in the City; and,

WHEREAS, Ventures In Space, Ltd. now wishes to purchase an additional ten and one tenth (10.1) acre parcel, Parcel No. 280700780400, located in Napoleon, Ohio, in order to expand and to complete and facilitate a co-operative effort focused on job creation and retention related to industrial manufacturing, and

WHEREAS, said real property is not otherwise required for the City's purposes; and such use thereof would benefit and promote the industrial and economic welfare of the City, and provide employment opportunities for its citizens, and

WHEREAS, The Henry County Community Improvement Corporation (CIC) has previously been designated an agency of the City to act as City's agent facilitating the direct sale of lands to an identified purchaser and the Council finds upon the receipt of the necessary approval Resolution from the CIC, the City shall proceed with the sale and purchase transaction,

Now Therefore,

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

Section 1. The Council hereby finds a certain parcel of real property, Parcel No. 280700780400, located in Napoleon, Ohio, to be no longer necessary for any municipal purpose and therefore hereby authorizes the City Manager of the City of Napoleon to complete all acts necessary including but not limited to entering into a purchase and sale agreement and thereafter completing the transaction with Ventures In Space, Ltd. after receipt of the Resolution of approval from the City's designated agency The Henry County Community Improvement Corporation (CIC) all in order to facilitate industrial development within the City of Napoleon , Ohio.

Section 2. 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 3. 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 4. 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; 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. The reason for the Emergency Clause is the fact that this Ordinance is necessary to begin the construction contracting and subcontracting process, begin construction in a timely manner, and for further reasons as stated in the Preamble hereof.

Passed: _____

Joseph D. Bialorucki, Council President

Approved: _____

Jason P. Maassel, Mayor

VOTE ON PASSAGE _____ Yea _____ Nay _____ Abstain

Attest:

Gregory J. Heath, Clerk/Finance Director

I, Gregory J. Heath, Clerk/Finance Director of the City of Napoleon, do hereby certify that the foregoing Ordinance No. 047-18 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.

Gregory J. Heath, Clerk/Finance Director

RESOLUTION NO. 048-18

A RESOLUTION AUTHORIZING AMENDMENTS TO THE EXISTING COMMUNITY REINVESTMENT AREA (CRA) AGREEMENT BETWEEN THE CITY OF NAPOLEON, OHIO, AND VENTURES IN SPACE, LTD. WITHIN NAPOLEON CRA #7; AND DECLARING AN EMERGENCY

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

WHEREAS, the City, on October 1, 2001, by Resolution 114-01 designated an area (CRA 7) as a Community Reinvestment Area pursuant to Ohio Revised Code Chapter 3735 and, with the adoption of Resolution No. 65-02 adopted June 17, 2002 enlarged the area; and,

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

WHEREAS, the Director of Development certified the area as a community reinvestment area known as Zone No. 069-53550-02 (the "Area"); and,

WHEREAS, Ventures In Space, Ltd. has previously entered into a Community Reinvestment Area Agreement with the City, Agreement 2017-09, involving a total capital investment in real property currently estimated at \$2,000,000.00, plus or minus ten percent (10%), in development of office space and manufacturing space by way of building(s), approximate size being 100,000 square feet (total), and appurtenances at the site located on parcel number 28-0700780000, Independence Drive, Napoleon, Ohio; and,

WHEREAS, pursuant to said Agreement, Ventures In Space, Ltd. receive a one hundred percent (100%) abatement for fifteen (15) years on the proposed real property improvements; and,

WHEREAS, now Ventures In Space, Ltd. and the City wish to amend said Agreement as shown in Exhibits "A" and "B" attached hereto; and

WHEREAS, Ventures In Space, Ltd. has previously remitted to the City the required state application fee of seven hundred fifty dollars (\$750.00) made payable to the Ohio Department of Development which was forwarded to the Director of Development with a copy of the original Agreement; and,

WHEREAS, the Housing Officer for Community Reinvestment Area No. 7 for the City has investigated the proposed amendments and has recommended the same to the City of Napoleon Council on the basis that Ventures In Space, Ltd. continues to be qualified by financial responsibility and business experience; further, that in granting the CRA Agreement Amendments, new construction or remodeling will be made in CRA #7 which will serve to encourage economic stability, maintain real property values, and generate new employment opportunities; and,

WHEREAS, the determination of the tax incentive is calculated on the investment made in the construction of the industrial speculative building and paving after all the existing structures have been completely cleared from the project site. The value of the improvements being determined by the Henry County Auditor; and,

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

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

WHEREAS, if notice to and approval by the Napoleon Area City School District Board of Education are necessary, the Napoleon Area City School District Board of Education has either waived the timeliness of the notice requirement(s) and approved the proposed amendments or, timely received the notice(s) and made approval; **Now Therefore**,

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

Section 1. That, the City approves of and consents to the proposed amendments to the Community Reinvestment Area Agreement with Ventures In Space, Ltd., Agreement No. 2017-09, as shown in Exhibits "A" and "B" attached hereto, said amendments having been reviewed by this Council, subject to any changes deemed appropriate by the City Manager and approved as to form and correctness by the City Law Director.

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

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

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

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

Passed: _____
Joseph D. Bialorucki, Council President

Approved: _____
Jason P. Maassel, Mayor

VOTE ON PASSAGE ____ Yea ____ Nay ____ Abstain

Attest:

Gregory J. Heath, Clerk/Finance Director

I, Gregory J. Heath, Clerk/Finance Director of the City of Napoleon, do hereby certify that the foregoing Resolution No. 048-18 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the _____ day of _____, 20____; and I further certify the compliance with the rules established in Chapter 103 of the Codified Ordinances of Napoleon, Ohio and the laws of the State of Ohio pertaining to Public Meetings.

Gregory J. Heath, Clerk/Finance Director

EXHIBIT "A"
AMENDMENT NO. 1

This Amendment No. 1 (the "Amendment") to Community Reinvestment Area Agreement No. 2017-000 (the "Agreement") is made and entered into by and between the City of Napoleon, Ohio, a municipal corporation located at 255 W. Riverview Avenue, Napoleon, Ohio, 43545 (the "City") and Ventures in Space, LTD., a limited liability partnership organized under the laws of Ohio, located at 11495A SR 15, Montpelier, OH 43543 (the "Enterprise") (collectively referred to as "Parties").

WHEREAS, the Enterprise has expressed an intention to increase its capital investment in real property that is currently subject to the Agreement from a total capital investment of \$2,000,000.00 to \$6,000,000.00 and it is the Parties' intent to amend the terms and conditions of the Agreement to reflect such increase in capital investment.

NOW, THEREFORE, on the basis of the foregoing recital and in consideration of the mutual promises and agreements of the Parties, the City and the Enterprise agree to amend the Agreement as follows:

:

Section 3. The Project. The Project will involve a total capital investment in real property currently estimated at \$6,000,000.00, plus or minus 10%, in the development of an industrial building and appurtenances, approximate size being 200,000 square feet, at the site located on parcel #28-0700780000, 620 Independence Drive, Napoleon, Ohio.

- (a) A description of the construction shall be as described in the attached Appendix B1, which hereby supersedes Appendix B of the Agreement.
- (b) Construction will commence by April 2017 and will be completed by January 1, 2019.
- (c) The total investment of this construction project is greater than the (10%) of market value of the facility assets already owned at the site prior to such expenditures.

Section 7. Exemptions.

- (a) The City, with consent of the School District and upon notification to the Four County, hereby grants the Enterprise a 100% exemption, pursuant to Section 3735.67 of the Ohio Revised Code for eligible real property, from real property taxes for a period of 15 years for the Improvements. The exemption commences the first year for which the real property would first be taxable were that property not exempted from taxation. No exemption shall commence after January 1, 2020, nor shall extend beyond December 31, 2034. The maximum investment for the Improvements to qualify for the exemption granted in this paragraph is \$6,000,000.00.
- (b) The description of the real property to be exempted is as described in Appendix C of the Agreement.
- (c) The Enterprise shall pay such real and tangible personal property taxes as are not exempted under this Agreement and are charged against such property and shall file all tax reports and returns as required by law.

Additionally, the following Definitions of the Agreement are amended as follows:

"Improvements" means the improvements to the real property resulting from the Project, as more fully described in Appendix B1 of the Amendment, incorporated by reference hereto.

"Project Completion Date" means January 1, 2019, even though the actual completion date may be earlier.

IN WITNESS WHEREOF, the City and the Enterprise have caused this Amendment to be executed on their behalf by their respective duly authorized officer or representative on this ____ day of _____, 2018.

AGREED:

CITY OF NAPOLEON, OH

By _____
Joel Mazur, City Manager

VENTURES IN SPACE, LTD.

By _____
Sean Rupp, Owner

CONSENTED TO:

NAPOLEON AREA CITY SCHOOL DISTRICT

By: _____
Dr. Steve Fogo, Superintendent

APPROVED AS TO FORM AND CORRECTNESS:

Prosecuting Attorney

EXHIBIT "B"

Appendix "B1"

The Project will involve a total capital investment in real property currently estimated at \$6,000,000.00, plus or minus 10%, in development of an industrial speculative building and appurtenances, approximate size being 200,000 square feet, located on Permanent Parcel No. 28-0700780000, 620 Independence Drive, Napoleon, Ohio.

RESOLUTION NO. 049-18

A RESOLUTION AUTHORIZING A CONDITIONAL USE PERMIT FOR A PLANNED CLUSTER DEVELOPMENT LOCATED AT CLAIRMONT AVENUE WITHIN THE CITY OF NAPOLEON, OHIO, AND; AND DECLARING AN EMERGENCY

WHEREAS, the City desires to encourage residential, commercial, and industrial development and create and preserve employment and economic development opportunities within the City; and,

WHEREAS, JanMar Properties has recently purchased a three and four tenths (3.40) acre parcel, Parcel No. 411401420000, formerly West Elementary School, located in Napoleon, Ohio, in order to construct a planned cluster development; and,

WHEREAS, said real property is located in an R-2 Low Density Residential Zone as per Section 1145.01(a) of the City of Napoleon, Ohio Table of Permissible Uses; and,

WHEREAS, Napoleon Codified Ordinance 1143.01(c) establishes “Planned Cluster Development” regulations to permit the clustering of single family dwellings on reduced size lots to achieve more desirable developments by the creation of common open space equal in area to the reduction in lot size and thereby increase the total value of the development for the benefit of the property owner and the community. Cluster developments are intended to encourage a break from the monotonous rectilinear and curvilinear lot and street patterns that are common subdivision practices; and,

WHEREAS, JanMar Properties is requesting a conditional use permit stating that their proposed planned cluster development will follow all of the requirements set forth under Section 1143.05 of the City of Napoleon, Ohio Codified Ordinances while allowing the following exceptions:

1. A zero (0) side yard setback be established between the adjoining townhouses.
2. A reduction of the front yard setback from thirty (30) feet to twenty (20) feet on Old School Drive to allow the cul-de-sac to meet the City of Napoleon standards.

WHEREAS, this matter was discussed at the regular meeting of the City of Napoleon, Ohio Planning Commission on August 14, 2018, however no recommendation was made to Council regarding the requested conditional use permit at issue here.

Now Therefore,

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

Section 1. The Council hereby authorizes the issuance of a conditional use permit to JanMar Properties to facilitate the construction of a planned cluster development located at Parcel No. 411401420000, Clairmont Avenue, formerly West Elementary School, within the City of Napoleon, Ohio.

Section 2. Council hereby mandates that the issuance of said conditional use permit to JanMar Properties for the subject property shall require that the proposed planned cluster development abide by all of the requirements set forth under Section 1143.05 of the City of Napoleon, Ohio Codified Ordinances while allowing the following exceptions:

1. A zero (0) side yard setback be established between the adjoining townhouses.
2. A reduction of the front yard setback from thirty (30) feet to twenty (20) feet on Old School Drive to allow the cul-de-sac to meet the City of Napoleon standards.

Section 3. Council hereby further mandates that the proposed planned cluster development shall abide by any further conditions placed in the conditional use permit by City administrative staff.

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

Section 5. That, if any other prior Ordinance or Resolution is found to be in conflict with this 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; 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. The reason for the Emergency Clause is the fact that this Resolution is necessary to begin the construction contracting and subcontracting process, begin construction in a timely manner, and for further reasons as stated in the Preamble hereof.

Passed: _____

Joseph D. Bialorucki, Council President

Approved: _____

Jason P. Maassel, Mayor

VOTE ON PASSAGE ____ Yea ____ Nay ____ Abstain

Attest:

Gregory J. Heath, Clerk/Finance Director

I, Gregory J. Heath, Clerk/Finance Director of the City of Napoleon, do hereby certify that the foregoing Resolution No. 049-18 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.

Gregory J. Heath, Clerk/Finance Director

MEETING MINUTES

for a Planned Cluster Development (PCD) on Clairmont Avenue (former West School property)

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1. A Conditional Use Permit is required for any Planned Development to be located in an R-2 Low Density Residential Zone as per 1145.01(a) Table of Permissible Uses.
2. Definition: 1143.01(c) Planned Cluster Development (PCD). The Planned Cluster Development regulations are established to permit the clustering of single-family dwellings on reduced size lots to achieve more desirable developments by the creation of common open space equal in area to the reduction in lot size and thereby increase the total value of the development for the benefit of the property owner and the community. Cluster Developments are intended to encourage a break from monotonous rectilinear and curvilinear lot and street patterns that are common subdivision practices.
3. Scope of Project:
Re-develop the former West School Elementary School Property for residential use. Development would include one (1) single family detached dwelling and thirty-four (34) duplex, zero lot line, townhouse dwellings on individual lots of variable size. Smaller lot sizes for some townhouse units is compensated by the North and South Commons open area to be held and managed by the West View Villas Home Owners Association.
Request would include approval for two (2) setback requirements:
 1. A zero lot line side setback for the duplex townhouse units.
 2. A reduction of the front yard setback from 30' to 20' for the townhouse units fronting on the proposed Old School Drive.

Recommendation

It is recommended the Planned Cluster Development follow all of the conditions set forth under Chapter 1143.05 of the Codified Ordinances (attached) while allowing the following exceptions:

- a. A zero side yard setback be established between the adjoining townhouses
- b. A reduction of the front yard setback from thirty (30) feet to twenty (20) feet on Old School Dr. to allow the cul-de-sac to meet City of Napoleon standards

Comments and Concerns

Gary Gessner

what kind of housing are we talking about

Maasel - according to the plan it is zero lot line basically duplexes or villas

Gessner- what price range are we talking about in those, are they low income

Mazur - there's been no request made to the city for them to be low income

Gessner - there's no request for that

Mazur – No, so it is not low income housing.

Richard Landversicht – East Clinton Street

We own property at Woodlawn and Reynolds St. and we live on East Clinton St. and because of the aging process we've been contemplating on moving back into that area. I'm a retired state trooper and a city police officer with 30 years of service I've worked a lot of apartment complexes good and bad in small communities and in good size communities they have their good points and they have their bad points. From the situation present on that area when I cut my grass out there at that corner of Woodlawn and Reynolds there is no speed

control it's not to blame the police department it's because of the billboard sign law that was passed years ago where no longer can police officers run radar you know conceal so there is you know you come in off of St. Paul's going toward the courthouse there is no obstruction nobody in their right mind is going to speed by 80 mph when there is a police car in vision but there is no place for police cars to park to control that. In the last few weeks we've had two serious accidents there at Haley Street and Woodlawn now when the school was in there you had traffic signal and you had monitors out there, people helping the school children in and out of that area and people were more conscious driving when it deals with children but that is a day of the past since they took that sign and traffic signal down and now it is a race track. If you have any doubts I'd be glad to have you stand in my yard for an hour on a nice day and you'll know what I'm talking about. I think development is good and from the plans that we've looked at and talked to the ordinance people there at the City I think it is going to create a problem for people in that plat, they are in a plat of primarily single residents and there is moderate to low traffic but when you get people in there with 34 town houses or apartments and mind you the average family's 3.5 cars per family you are going to have a problem there with that traffic I'm not so sure you'd qualify for a traffic signal there because that may be denied but you need some good control there if you are going to fall through with development. Second of all from personal experience, regardless of what kind of neighborhood you are in, an affluent neighborhood or a below average income neighborhood or a HUD program neighborhood, enforcement is different and it creates a lot of problem. People are packed together more than in a private single family resident area and there is a need for police cars all the time and after a while that degrades the area and you get the wrong clientele in there. My understanding is the development is going to be a program that the land is not going to be purchased it is going to be an association, am I clear on that?

Maassel - I'm not sure on that. It is a homeowners' association that will take care of the common spaces.

Spiess - It is the public areas they would be responsible for.

Landversicht – it will be a homeowners' association?

Mazur – Yes, if I can explain based on this map. Common areas here will be open to the residents of this area and will be maintained by a property manager and the reason why because this property look at the configuration nothing can really develop from this line here to this lot line here, nothing can develop here because of the configuration. In addition to that the developer is building a road in here you really can't develop this back side next to the railroad tracks so that's why I believe the intent was to make this the common area so that a few more units within the other area this plan maximizes the use of the land. You mentioned apartments, these are not apartments they are single family residential townhouses with zero lot lines so they will be sold it is planned they will be sold as single family residential with zero lot lines

Landversicht - Understand that but there is also things in relation to apartment or the townhouse differentiation, one being are they going to own the land or just own the structure from the inside wall to the inside wall on the opposite room

Mazur – No, that would be like a condo.

Greg Beck - these are not condos.

Barry – so the purchaser of the house would own the property is what he is asking.

Landversicht - and the lot. Well that creates another problem then because my understanding is once you have that association with the owners you own the street then that is there now which is a public street.

Mazur – No, that is a public street and will remain a public street. The cul-de-sac will actually be dedicated.

Landversicht - I'd have to have that researched because I've been advised by an attorney that it becomes a private street and at some time they can shut the street down to the people the other residents.

Mazur - I'm saying to you as the City Manager on record that is remaining a public street.

Landversicht - okay well I'm just here to speak.

Mazur - but I want to clarify that.

Landversicht - I understand I'm all for development I'm just not for development for my interest and people I've talked to in that area that is the wrong place. The problem with the construction of the roadways the egress and the express is difficult now let alone another 100 vehicles minimum so it is going to create a problem and you have right across the railroad tracks you have been having some problems. If the buildings don't sell, which I hope they do if it is developed, then is there a limit on renting property which is going to change the character again, is there anything that is going to be assured and in writing that only the owner owner occupied?

Mazur - well as property owners they would have the right to do what they want in their development. Any single family residential home can be rented out.

Landversicht - Well the association can deal with that it is whether they want to pursue it or not the association can force no rentals into the properties even though they don't own it.

Maassel - it is a rule that they can explore if they want to it is a rule for that the homeowners' association for that development can explore if they want to.

Barry - with a deed restriction.

Maassel - if that is what they want to do.

Landversicht - but you know and I'm not against rental except I know from 30 years of experience that rentals can create problems especially in cluster family development programs, other than that I have nothing to say, just wanted to give my input and appreciate you letting me take the time.

Tamara Junge

I have a couple of questions and some may have been answered. So if they are going to be owned by the individual they are going to be responsible for the upkeep outside as well or is the homeowners' association?

Greg Beck - the homeowners' association will be responsible for the outside maintenance.

Junge - okay and there is going to be an onsite manager then that is overseeing all that.

Greg Beck - probably not there is not enough need for that.

Junge - okay and that common area what does that include because my concern with that is kids congregating, teenagers congregating and you know what that leads to – trouble. In that common area what is going to be included in there.

Greg Beck - it is going to be grass

Junge - there is not going to be any equipment or anything it is just going to be plain grass for them to meet.

Greg Beck – an area to walk dogs and just exercise.

Junge - one of the issues that I seen when I was researching was it said one of the downfalls is whether or not the sewer system in the area would be able to accommodate all that and I do not want to be paying for another sewer system that we already.

Maassel - understand, the sewer system obviously was built for West School and at its peak had several hundred kids in there a day that I'm assuming all used the restroom at least once so and I know the sewer line is an issue but it would be built to handle the additional flow of standard family sizes living in this kind of development, it is a great question.

Junge - and then what impact is this going to have on our property values that are butting up to this.

Greg Beck - we are hoping to target around the \$200,000 mark for the unit so I think it would be a big plus for the homeowners in the area.

Junge - is it going to have parking lots or off road parking?

Greg Beck – driveways.

Junge - okay I think that is all the questions I have.

Susan Landversicht

Most of my questions have already been answered, but in regard to the City Master Plan how does this high density housing fit into it? I mean wouldn't high density be more appropriate say closer to the downtown where especially since we are trying to promote the downtown and build it up.

Maassel - right, the problem is there is not a space this size closer to downtown than this one is that I'm aware of.

Mazur - when you say high density, this is in compliance with R2 zoning.

Maassel – residential

Mazur - with the zero lot lines requires a conditional use that is why it is before the Planning Commission it is compliant with the zoning requirement to

Susan - okay I appreciate that.

Spiess - R1 has the biggest setbacks which creates the biggest gaps between houses. R2 is probably the most popular, that is our biggest zone that is generally most of the neighborhoods in town. If I zoom in on this a little bit you see these houses the zero lot line is going to be here where the two are attached not between, there is going to be separation between the buildings

Mazur - maybe it would help if I define when you say duplex you think of duplex rentals. Want to clarify because there are two units, now an R2 zone allows your traditional duplex, one lot with two units on it for rent. These are duplex each individual each unit in the duplex has its own lot to be sold as a single family residential owner occupied lot so I guess the difference is an R2 does allow for duplexes, but this is not your traditional duplex in the traditional sense, it's a they are still being sold as single lots they just happen to be connected so which is why they are defined as duplex.

Susan - okay and I appreciate that. One of my concerns and it's from a personal experience is the fact that my husband and I had several homes, and the first home was built out in this area and we were made all these promises were made and when they couldn't sell the rest they made HUD homes and which of course made our home deteriorate and so when I hear when I'm looking at this

so if you can't sell all the duplexes you know which is a possibility, you are dealing then with empty space which is empty homes, is the option of renting I know we've talked about this that owners could rent if they wanted to have the option, is that going to be able to change their plan, will their plan change say we can't sell them all and now we have to make these rentals and definition I'm thinking of is apartments.

Barry - if we approve this plat and something needs to be changed, say like you are saying, I'm sure they are not going to build all at once, they are going to build sell build sell and if they build some and they remain empty or whatever and then they want to come back and say now we want to put in a three-story whatever they would have to come back and ask for this to be changed. What we are addressing is this plan and this if its gets approved.

Maassel – the plan is what we are approving.

Susan – on a personal note, when I look at this and I've looked at it a lot and I'm thinking I don't like the plan partly because the green space the only other green space you know is behind the building and therefore we are going to be seeing a wall of townhouses/apartments and I guess that to me deteriorates that neighborhood in that regard that is a personal statement no response needed. There is an issue though with noise we've already talked the traffic is going to increase the parking is going to be private where is the noise buffer because when you put that many more in it is going to increase a lot more. I know a gentleman we spoke with that lives you know in that neighborhood said he still hears the noise from the apartment on the other side the apartment buildings and he his concern was partly the noise so where is the noise buffer.

Maassel - how loud was it during recess?

Barry - in the morning we had traffic then too and I understand it's not, I would say it would be similar to not even as much as a school and this is of my course, my opinion of it, that we would have some people leaving and going to work in the morning and people coming home at night which is the same as the kids when they would come and go as far as the noise buffer I mean it is an average vehicle so I'm not sure looking through our ordinances we need to buffer for that if there was you know industrial construction and things like that there is things we can do for that but this is normal housing.

Maassel - I hope there is kids playing in the open areas playing kickball and soccer and baseball and having fun and enjoying themselves in a fairly safe environment back in behind the houses but I understand the noise.

Susan - okay thank-you.

Junge – recess noise that is during the day that does not claim for nighttime noise that is going to be added, I mean there is no way we aren't going to have additional in the evenings with that many mufflers that is very different than recess I don't see that as comparable at all.

Maassel – I understand

Larry Vocke left 5:26 pm.

David Johnson – 790 Clairmont

When I was looking at this it said it is 34 townhouses or duplexes so is each of these units a duplex, so is 22 a duplex, so is 21 a duplex?

Maassel & Barry - No

David -so, that is a duplex.

Maassel – 22 is a separate place with a zero lot line to 21, so 21 and 22 will be one building .

David - right, so when you are saying when you say 34 townhouses it is not 34 duplexes it is actually 34 individual residents with one single home.

Maassel – right.

Barry – 17 buildings.

David - 17 okay that was kinda a little misleading.

Barry – that would double the impact obviously

David - almost like having two-door apartments next door to each other that turns into apartment nightmare.

Maassel - that is a little beyond R2 I'm going to guess.

David –I've been here, I retired out of the military, I grew up in Bowling Green and I wanted to come back to a small town so moved back to Napoleon I've been here over 19 years I bought the ole Kelly house I bought 790 Clairmont I feel kinda like I bought this as low density R2 street house area and I'm feeling I'm not being protected that I'm being pushed into a Sylvania type development you know I didn't want to move to a City where people are stacked on top of each other you know and all that stuff I just felt that yes maybe it is low density but all the green space as you said the reason we are making it low density because they are pushing all the low space to inaccessible areas back by the railroad tracks and in that little area so all these houses are stacked with no yard and it is just going to be cramped like a sardine and then your percentages in odd places throughout it is going to look like an apartment complex it is going to no matter what you say it is going to look like that I just hope that that this isn't the trend because I think other people coming into Napoleon to buy will see that the zoning isn't being held you know when someone buys a property with a zoning they expect that to be held that is why they are buying there we didn't buy into a different zoning area you know it erodes the confidence of other people further buying in other neighborhoods.

Mazur - I want to clarify this does comply with the zoning they have right to request for a conditional use.

David - but that is why the conditional use isn't necessarily low density you go through my neighborhood down Clairmont Street the houses are not that close together there's there's if you look out go down that street they are all just stacked all the land that is extra land is stuck behind no one is going to see it and someone is going to buy a house for \$200,000 when you have a train that runs back and forth in the backyard twice a day.

Bob Bartz – Corner of Leonard and Norton

My concern is we have the apartments, I live on the corner of Leonard and Norton, and we have the apartments behind our neighbor's house and we get a lot of foot traffic, they own a house and the garage attached and they have separate buildings and people will walk right through their property without disregard that it is not their property and our question is are we going to be adding to that foot traffic down these tracks I've had people steal stuff out of my cars, I've had my car stolen, I mean I'm all for development I think I'm going to miss my view now that the school is gone, and then my other concern is there is no plan to have Norton come through.

Mazur - there isn't it that is not even on the City Master Plan.

Maassel - no, on this side isn't there fence all along that side.

Bartz - there is holes in the fence and there is also a door that I think is open right now like I said we get a lot of traffic everyone uses it for shortcuts this actually might help cut some of that down.

Mazur - to answer your one question, development on this property is inevitable no matter what happens with this, someone is going to end up buying it, if this whole thing falls through, somebody else is going to come up and there is going to be another plan will be laid out. Is it going to reduce the foot traffic while you're adding people? There is not guarantee that you are going to cut all foot traffic when you develop a subdivision.

Bartz - we get children through there I don't mind that because you know at least that way you know somebody is keeping an eye on them the other problem is they are on the tracks and again I guess I could talk to the Police Department about that because I don't want to see anybody get hurt that is number one and as I said I'm all for development I just would like to meet some new people and have some more friends but the concern is like I said there is going to be foot traffic. Like I said, living on the dead end I kinda like that I know that is kinda a hassle with the foot traffic cause everybody wants to take the shortcut up the railroad tracks, nobody uses the street. The yards I mean you can come down there in the middle of winter and there is bike tracks in the middle of winter there is foot prints and just where they walk there is no concern, they don't care where they are at and like I said when it is children I'm okay with it because I'm assuming they don't know better but it's the teenagers and the adults that know better and I'm constantly yelling at them, I'm getting a lot of gestures thrown my way, people cussing me out, saying "*you don't own this property; no, but neither do you*".

Karen Bankey

My basic concern is about that street going through also. There are some other concerns, looks like that commons area that is a play area is about like our backyard.

Brent Gerken

If you want a point of reference to what these may be like there are some villas right across on the north side of the golf course that would give you a good point of reference and also the Ken James development back behind the old Holiday Inn so that will give you a feel what these buildings will be like if somebody is interested.

Connie Cobb – Norton

I live two houses on Norton from Bob and Lynne Bartz and first of all I want to say, I don't know who said those apartments are terribly noisy and there is a lot of stuff going on, those apartments are right in my backyard and I one time this summer, I know there is people traveling through those that they know about; I have no one going through by me but one time this summer I heard one noise and someone broke down a back door and they were there the next day and fixed it and I just I really don't hear loud music from up once in a great while it is usually on a weekend and in the evening but I can't complain about apartments and I know they mow them every week I don't go over there and see how they look or anything like that but I was very concerned when my kids bought that house for me, we were having to make some changes and when I moved there I thought oh boy this is going to be bad and I moved in 2015 and I don't think we need to worry about the apartments at this point maybe it will come to that I don't know. The other thing I want to tell you I was, my husband and I built the very first house on Kenilworth on the curve and lived there 34 years and there

was never I mean a lot of school traffic and that was over in a short period of time and they did have a light there and I think it is probably may need a light there again I cannot image all the people in there going in and out without a light. I was very happy to find a place where all on one story and I can't tell you how many people I know personally that are thinking they need to sell their house and move into a one story with a garage and I mean I'll tell you I'm 80 years old but I know I'm going to have to move out of that house within two years maybe next year I don't know but I was very happy to know that it was one story and had a garage and as far as being close to downtown I walked to work over on Welsted for 31 years I walk downtown to the library, to wherever, it is a wonderful walk it is not that far, I walk down there now and I ride my bike. It has a lot of pluses that this town doesn't have. Now I've been to Glacier Hills in Ann Arbor, Michigan and they are very similar to what you are putting in here. That is assisted living and its got all of the things you go to assisted living and then you go to the next level and then to the nursing home and so on and there's homes in there very much like you are putting up here that are back in there and there isn't a lot of green space. I've been to Kenbrook Hills in Upper Arlington in Columbus and they are very much like what you want to build here and I mean there is neighbors all around in Upper Arlington with big big homes but it is quite a nice area and so that is my experience, I do think traffic will be a problem if they don't address it with a light and I know that when they finally put a light for the school. We all went and asked for a light there because it was bad, I've lived in this area a lot except for 28 years in Northern Michigan and I hated to move from there.

Junge - how long do you anticipate this construction is going to last cause we are talking about noise well there is noise how long is this construction going to go on for?

Greg Beck – if I had to guess three to six years.

Junge - so then you are going to have all these like heavy I mean you are going to have to have equipment come in I'm assuming who is going to repair the roads when that is all tore up.

Gary Gessner - I'm opposed to this type of setup why can't they just put in some regular homes instead of crowding them in together like that and putting in some nice homes for decent people to go into why crowd them in why not respect the people that lives around that area.

Maassel - understand that – think there is need right now for these kind of homes single family zero lot lines low maintenance kind of places in the City of Napoleon I don't think there is enough of these in Napoleon.

Junge - do you have market research to back that or are we just saying that because that is what we think.

Maassel – well when you drive around and you look at the things that are needed you have a lot of people like Mrs. Cobb that are living in houses that are probably getting to the point they are too big for them to maintain and they are having issues doing that and so they don't want to leave town so we have to have.

Junge - in theory in theory we all would like senior citizens and the older population to go in there but we are not limiting to who we are selling it to we can be selling to first time homebuyers in there 20's as well.

Barry – we cannot discriminate.

Junge - that is a whole different idea.

Connie - if you go over to the Senior Center and spend any time over there and talk to the people that are there that are talking about having to move out of their homes into one story you will see there is a need in town.

Junge - even though there is a need those are open to anyone to purchase
Gessner - put these in an area where they can walk to get their groceries and things this is quite away for them to go and get their groceries and stuff put out by Walmart or something where they can shop very easily.

Spiess - just so everyone is clear when I look at the zoning area the spacing between the buildings behind the buildings and in front of the buildings is not any different than any other house in this neighborhood so they are not packed in there the only reason they are asking for zero lot lines is right here where the two buildings are joined you are still going to have green space between each building in front of that everything else meets all the zoning requirements it just where the two townhouses touch we have to pass a rule to accommodate for that. The other issue coming in you all heard of there is a new factory in town 350-400 jobs coming there is going to be people moving we need a place for them to go.

Junge - how about your neighborhood

Mazur – to answer your question there is not an actual market study other than for the Senior Housing Complex on the southside.

Spiess - it looks a lot more busy than it is going to be.

The question was asked what size will the houses be, how much square footage?

Greg Beck – there are two sizes the bigger one will be 1515 sf with a two-car garage there are two baths.

Connie - do you have any pictures of what one of the units might look like?

Greg Beck the second one will be 1375 sf with three bedrooms two baths and a two-car garage. He shows a big picture of whole park and says will look very nice, landscaped nice.

Mazur - go to Waterville they have developments just like this, very similar to this, they are new, they are nice.

Junge - \$200,000 homes, again I still don't have an answer how is my property value going to be affected by putting multiple units in my backyard?

Greg Beck – it will drive your base price up.

Gary Gessner is there anybody else interested in property?

Maassel - the property was for sale for quite a while and they could not come they could not make a deal happen so the property went back on the market and that is when this prospective buyer got interested.

Mazur - Mayor if I may explain, the previous buyer had proposed putting single family residential homes on there and the struggle he could not make the numbers work because of the odd shape of the property and plus the amount of money it takes to do all the utility buildouts he backed away from it he had requested that the City come in pay and for the sewer, one-third of the utility cost.

Gessner - what about the west side of Clairmont that comes out on Woodlawn, can they build in that area with that waterline running there?

Landversicht - I personally know of a developer that wants to buy the property and will not mention his name and he wants to put in nine-one acre lots and nice homes for \$100,000 each and I think that would fit better in the plan for the city with the neighborhood there and congesting the area with traffic coming in and out.

Maassel - understand that except the property been for sale for a long time
Landversicht - I'm just saying I know firsthand that the school board that that would be confident it would be agreed to it's been for sale this long what is a little while longer.

Maassel - we do not own it, the school board does and it is my understanding there is already a deal in place for the land so I don't think that is up for us to say no because there may be another prospective buyer out there.

Mrs. Wills - Westmont

So, we have lived in current home for 20 years which is right there on Westmont as it goes into Kenilworth so off of Clairmont and for thirteen years before that we lived right on Woodlawn in that first block right coming into the school so we have been in that area for 33 years I have really enjoyed the lack of traffic with the school being gone, but like it has been said there's that is going to be developed if it is going to be developed it is probably going to be multi-dwellings and I think what is being proposed is going to be way better for my neighborhood than other things that could happen if we don't do this and I feel that property values, we got an older neighborhood it's not like across Glenwood on Westmont and across Glenwood on Clairmont and I'm not saying anything bad about our neighborhood it's just that I'm all for increasing my property values, so I don't personally even though I'm not looking forward to the noise and extra traffic and extra people it is going to happen eventually and so I feel like this is not the worst thing that could happen.

Johnson - is the plan to sell lots and then build houses?

Greg Beck - no, we will build them then sell.

Johnson - what is in your plan to put the cul-de-sac in first?

Greg Beck - we have a lot of things going on haven't got all that decided out.

Johnson - on other end of Clairmont there is still a lot of empty lots.

Greg Beck - no one buys them, if you were to build a house in Pickett Fences right now you have to have about \$230,00 into a small house and that is really outrageous compared to what it was 12-14 years ago and I think what people need is something like this we can get under \$200,000 and get people interested to buy.

Junge - was \$200,000 now under taking value back down.

Greg Beck - going to get price as low as we can but they also gotta be nice and appealing.

Gessner - who are the builders going to be on this, what kind of ah credential do they got are they going to be reputable or are they going to come in and through them together.

Greg Beck - we've been in town 45 years my Dad started the company the company in 1971.

Gessner - okay you are a Beck, I knew your dad

Barry - the Planning Commission's job is to do the things that are best for the planning. We are down to two people so what will happen with this it is

going to get moved on City Council and our notes and all the comments here will be passed along to them. I myself have a couple of questions; water runoff we do not have to do any retention?

Spiess - will be addressed by developer

Barry - sidewalks off street not enough room to park barely two cars in driveway how will sidewalks be handled on cul-de-sac lots where reducing the setbacks?

Spiess - sidewalk will be on right-of-way 30' setback on cul-de-sac went to 20' there are sidewalks in here right in right-of-way.

Barry - how much driveway space, will there be enough for a car?

Spiess - oh yea.

Barry - property 7 and 8 are really close to Oberhaus Creek.

Greg Beck – we are working on those, may have to do some design work.

Maassel - because we do not have a quorum we will pass this onto City Council. I have made notes to pass concerns, pros and cons to City Council it will be on the August 20th council agenda. The meetings are open to the public and will start at 7:00 pm in this room so you are more than welcome at that time to voice those same concerns or others at that time but we cannot without a quorum actually make any decisions.

We will move the agenda and have the other two members come back up.

Adjourn

Motion: Maassel

Second: Barlow

To adjourn the Planning Commission meeting at 6:00 pm.

Passed

Yea-4

Nay-0

Roll call vote on the above motion:

Yea-Barlow, Barry, Maassel, Gerken

Approved:

Chairperson

1143.05 PLANNED CLUSTER DEVELOPMENT.

(a) Permitted Zones. A Planned Cluster Development shall be permitted only in Zoning Districts as found in Chapter 1145.

(b) Site Standards.

(1) A Planned Cluster Development may be permitted only on land of ten acres or more; and

(2) A Planned Cluster Development shall consist of not less than twenty (20) dwelling units contained within not less than five principal buildings; and

(3) A Planned Cluster Development shall be served by a public water supply and be connected to the public sanitary sewer; and

(4) The site for any Planned Cluster Development shall have public street frontage to construct the necessary road(s) needed to serve the development. Such frontage shall not be less than three times the frontage required by the district regulations in which the development is located.

(5) Individual lot size within the Planned Cluster Development may be reduced and the regulations, with respect to yard requirements, lot area and width required by the district regulations, may be modified if the Planning Commission finds that the proposed development conforms to the design standards of City Code Section 1143.02. Open space resulting from reduced lot size shall be utilized in accordance with subsection (c)(3) hereof.

(c) Development Standards.

(1) The number of dwelling units within a Planned Cluster Development shall be determined by dividing the net land area of the subject property by the area of the minimum lot size permitted for the zoning classification, in which the development is located. In the event that the subject property is classified in two or more zoning classifications, the density shall be determined by using the net land area described above for each zoning classification; and

(2) The open space resulting from the Cluster Development of reduced lot sizes shall be considered common open space for the enjoyment and benefit of all residents of the development. Primary access from such common open space to each building site need not be provided; however, convenient access through permanent easement must be provided and perpetually guaranteed to all residents of the development. Open space included with the Cluster Development shall not be utilized for future residential building sites or for accessory buildings; and

(3) All or any part of the open space may be dedicated to the City and operated as a City recreational facility; provided however, that no substantial permanent improvements above ground shall be permitted; and

(4) If the open space is not dedicated to the City, the space to be reserved for use by resident property owners shall be assigned to a home-owners association or some comparable type of organization establishing common ownership and maintenance criteria for all common open space. Such ownership document shall be submitted to and approved by the Planning Commission; and

(5) Open off-street parking areas shall be screened with shrubbery, trees, or decorative fence if said parking area is designed for six or more vehicles. Such screening shall be included in the development plan.

(d) Required Plans, Plats, and Procedures.

(1) Any applicant for a Planned Cluster Development under these regulations shall file an application with the Zoning Administrator. The application shall include all the following information:

A. A statement describing the general character of the intended development, together with such pertinent information as may be necessary to determine that the contemplated development conforms to the requirements of this Planning and Zoning Code and the general and specific standards established herein.

B. A site plan indicating the arrangement and location of buildings, uses proposed, open space and landscaped area, pedestrian walkways, parking and loading spaces and facilities and other special features of the development plan.

C. Architectural elevations and perspective drawings of all proposed structures and improvements.

D. A landscape plan, including a comprehensive drainage plan.

E. Ownership declaration: such declaration shall be filed with the Zoning Administrator during the application filing if the Planned Cluster Development premise is proposed to be in condominium ownership. Articles of incorporation and declaration of covenants and restrictions shall be examined and evaluated by the Planning Commission, in terms of statement of purpose, standards and requirements contained therein. Planned Cluster Development shall be recommended to the City Council for approval, only after a

determination has been made that the proposed development does in fact serves such purpose and complies with such standards and requirements pursuant to this Planning and Zoning Code.

(2) The Planned Cluster Development shall be examined and evaluated by the Planning Commission in terms of the statement of purpose contained herein. Recommendation for approval may be made only after a determination has been made that the proposed development does in fact serve such purpose as contained in this Planning and Zoning Code.

(Ord. 074-10. Passed 12-20-10.)

City of Napoleon, Ohio

CIVIL SERVICE COMMISSION

AMENDED AGENDA

Saturday, August 18, 2018 at 10:00 am

Location: St. Paul Lutheran Church, 1075 Glenwood Avenue, Napoleon, OH

SPECIAL MEETING AGENDA

The Civil Service Commission will meet in a work session on Saturday, August 18, 2018 at 10:00 am at St. Paul Lutheran Church located at 1075 Glenwood Avenue, Napoleon, Ohio; with the agenda items:

- 1) Administer physical fitness test for the position of Police Officer/Patrolman.
- 2) Certify a list for the position of Police Officer/Patrolman.
- 3) Adjournment.



Gregory J. Heath
Finance Director/Clerk of Council

City of Napoleon, Ohio


TREE COMMISSION

MEETING AGENDA

Monday, August 20, 2018 at 6:00 pm

LOCATION: City Building, 255 West Riverview Avenue, Napoleon, Ohio

1. Call to Order.
2. Approval of Minutes: July 16, 2018 *(In the absence of any objections or corrections, the Minutes shall stand approved.)*
3. Review Tree Call Reports.
4. Finalize Fall Plantings List.
5. Finalize Fall Trimming List.
6. Award Fall Removal Contract.
7. Award Fall Topsoil Contract.
8. Any Other Matters to Come Before the Commission.
9. Adjournment.


Gregory J. Heath
Finance Director/Clerk of Council

TREE COMMISSION

Meeting Minutes

Monday, July 16, 2018 at 6:00 pm

PRESENT

Commission Members
City Staff
Acting Recorder

Jim Fitzenreiter-Chair, Dave Volkman, Ed Clausing, Larr Etzler, Kyle Moore, Jeff Mires (Council Representative), Aron Deblin, Chad E. Lulfs
Christine Peddicord

ABSENT

Call to Order

Chairman Fitzenreiter called the meeting to order at 6:00 pm.

Approval of Minutes

Hearing no objections or corrections, the minutes of the May 21, 2018 meeting stand approved as presented.

Review Tree Call Reports

255 Pontious Place

Fitzenreiter reported he and Clausing checked the tree out today. Lulfs said the homeowner's concern is the tree leaning over the deck, previously they had a private tree fall in their backyard. Would you want it trimmed or removed, the tree does not look unhealthy. Fitzenreiter suggested adding it to the trimming list, he took a picture of the tree and if it were to fall it would go right on their deck.

122 West Maumee

Fitzenreiter said the trees look healthy; are they ugly, yes. We've had the question before what happens when someone just says the trees are ugly and wants it removed. Lulfs stated there is an issue with the sidewalks heaving but not as badly as others. West Maumee is on the top of the extras on the tree trimming list, the primary streets have to be trimmed first and if there is money leftover we can start working on the extras.

830 Scott

Clausing reported he had looked at the tree today and it is half dead with a tree bag on it. Fitzenreiter said that tree has been replanted once, as of this afternoon it had some leaves on it, Ed and I will trim off the dead and see what happens.

639 Park Removal

Fitzenreiter noted the Ash tree is dead, is that on your list? Lulfs replied "yes".

1378 Richmar Lane

Deblin said this is the last one on the north side of the driveway it looks like the curb was repaired at one time. Lulfs asked if they want this one removed and leave the other tree in or take both out. Fitzenreiter said to add one to the removal.

855 Maple

Fitzenreiter asked if a decision was made on that? Lulfs replied it was decided to leave that one up to the Electric Department.

4 Park Lane

The tree currently has leaves on 80% of it, it is a late bloomer, we can leave this tree alone for now.

Review Fall Plantings List

Lulfs reported 1 Park Lane does not want a tree, Tom Borstelman asked for two trees, 7 Park Lane - I have not heard back from Ed he will need to take the dead one out, I sent him a letter, if he wants an oak we will give him an oak that was in the master plan for that street, trees will not fit between the sidewalk and right-of-way for the rest. Fitzenreiter said Lori Siclair (3 Park Lane) has three large maple trees on her private property that she may have trimmed on her own.

Lulfs noted a pear tree in front of the Henry County Bank came down due to an accident. Some of the downtown trees are starting to outgrow the grates, we will have to cut the grates to accommodate the tree, pear trees are not permitted to be planted in downtowns anymore. Stephanie from ODNR recommends Japanese Zelkova for East Washington.

The Topsoil and Seeding bids will open on October 15, Tree and Stump Removal bids will open on August 20th, and on September 17th the tree trimming bids will be opened.

Fitzenreiter said Sandy Wittenburg asked about the tree at Park Street and Riverview, Lulfs talked to the Park Department and they have contacted someone, we do not know where Mike Willhite will want these trees planted. Fitzenreiter said Sandy would like it if we put the trees in a park. The trees will not be moved until they are dormant. There is another red maple on the opposite side, it is 3" in diameter not sure about moving something that large.

Review Fall Trimming List

Deblin said Marty had it set up to rotate throughout the town on a seven-year cycle. Lulfs said this year the list concentrates on the south side though the beginning of the list starts on the north side and then rotates around the south side. Fitzenreiter said he and Clausen trimmed West Clinton and both sides of Scott and had to stop, the truck was full. It looks like the younger trees, 3 years old and less, may not end up on a list for quite some time, we will try to help you out the best we can, it is easier to trim the trees when they are young with smaller limbs. Lulfs stated my engineering staff could help out during down time.

Finalize Fall Removals List

Lulfs said there are two removals on Hurst, one at 101 and the second is at 203. Fitzenreiter asked if these are the bushes at the corner of Sycamore and Hurst on the right and left hand side. Lulfs said 203 is the house on the north corner and 101 is on the other side, this is what Marty had on the list. Lulfs reported they received a nuisance report on the one that is coming out at 216 Carey. There are a total of fifteen removals.

Moore said Circle K has a Blue Spruce in their landscaping that is a beautiful tree but happens to be a sight issue. The gentleman that does the landscaping would like to have it out but Circle K's obstacle is the expense. Lulfs said he will contact Circle K and ask if we could remove the blue spruce as part of our tree removal program.

Lulfs reported there are thirty-four locations with thirty-five holes, anything that did not get done last year is on the list for 2018, I can email you all the lists.

None.

Motion: Etzler Second: Moore
to adjourn the Tree Commission meeting at 6:45 pm.

Roll call vote on the above motion:

Yea-Mires, Volkman, Fitzenreiter, Etzler, Moore, Clausung

Nay-

Jim Fitzenreiter, Chairman

Jim Fitzenreiter, Chairman



City of Napoleon, Ohio


255 West Riverview Avenue, P.O. Box 151

Napoleon, OH 43545

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

www.napoleonohio.com

Memorandum

To: City Council, Mayor, City Law Director, City
Manager, Department Supervisors, Newsmedia
From: Gregory J. Heath, Finance Director/Clerk of 
Council
Date: August 17, 2018
Subject: Parks & Recreation Committee – Cancellation

The regularly scheduled meeting of the Parks and Recreation Committee for Monday, August 20, 2018 at 6:00 pm has been CANCELED due to lack of agenda items.



AMP members complete Public Power Certification training

By Jodi Allalen - member events and programs manager

AMP completed its 2018 Public Power Certification training program offering in June. A total of 50 local officials from AMP member communities in four states completed the training course, bringing the total number of recipients to more than 164 since the program began in 2014.

In coordination with the American Public Power Association (APPA), AMP's program seeks to increase knowledge and awareness of the technical and regulatory aspects of the industry, as well as provide an overview of public power and AMP. The series of seven webinars covered the following topics: Electric Utility 101, Public Power Governance, AMP Organizational Overview, Power Supply Overview, AMP Generation Overview, Financial Overview and Legislative/Environmental.

The following individuals have completed the program as of July 28:

Arcanum

Bill Kessler, village administrator

Beach City

Donald Lambert, village administrator

Bedford

Bryan Schley, council member

Brewster

Michael Miller, administrator

Bryan

Shelley Armstrong, account clerk
 John Caperton, water distribution supervisor
 Norm Echler, water superintendent
 Nate Gardner, engineering supervisor
 Suzy Hensley, engineering assistant
 Matt Killion, power production superintendent
 Stuart Martin, engineering assistant
 Kevin Maynard, director of utilities
 Keira Myers, account clerk
 Jackie Perry, human resources director
 Britton Poynter, engineering assistant
 Sylvia Ramos, administrative assistant
 Laura Rode, clerk/treasurer

Cleveland

Chris Williams, manager of energy markets
 Katie Zvomuya, compliance manager

DEMEC

Kimberly Schlichting, senior vice president operations and power supply
Kendra Friel, administrative assistant

Edgerton

Amanda Herman, utility clerk
Denise Knecht, fiscal officer
Trevor Lawson, lineman

Ephrata

Greg Zimmerman, council member

Hillsdale

Lois Howard, council member

Hubbard

John Darko, mayor

Montpelier

Kevin Brooks, village manager
Jason Rockey, assistant village manager

New Bremen

Christine Dicke, village administrator

Painesville

Nick Augustine, council member
Lori DiNallo, council member
Tom Fitzgerald, council member

Perkasie

Scott Bombay, council member
Jim Purcell, vice president of council
Fred Schutte, electric job supervisor
Herald Stone, electric superintendent

Princeton

Suzanne Davis, board of directors
James Miller, board of directors

South Vienna

Tammi Angle, solicitor

St. Marys

Michael Burkholder, community development
Dale Good, electric system superintendent

Tipp City

Joseph Gibson, mayor

Wadsworth

Robin Laubaugh, mayor

Wapakoneta

Tom Stinebaugh, mayor
Cheri Wiegand, administrative assistant

Wellington

Hans Schneider, mayor

Westerville

Tim Davey, council member
Alex Heckman, council member

Yellow Springs

Johnnie Burns, public works director

AMP offers free registration for Annual Conference to qualified attendees

By Jodi Allalen

Registration for the 2018 AMP/OMEA Annual Conference is open and AMP or OMEA members who have paid a full conference registration may now bring one of their local elected officials to the conference, free of registration charge. This offer applies only to local elected officials who are attending the AMP/OMEA Annual Conference for the first time. We strongly encourage members to take advantage of this opportunity.

2018 AMP/OMEA
CONFERENCE Sept. 24 - 27

The conference, which will take place Sept. 24-27 at the InterContinental Hotel Cleveland, is the premier opportunity for AMP and OMEA members to connect with public power colleagues and municipal electric partners to learn more about industry trends, as well as AMP projects and programs.

Attendees will be able to attend general sessions focused on industry trends, as well as breakout sessions covering various topic areas. The popular member lightning talks are back, as well as the annual general membership and participant meetings AMP, MESA, OMEA, the joint ventures and generation projects.

Conference registration materials have been mailed out and are also available on the [AMP website](#). New this year, attendees can register and pay via credit card on a single site. This is the first year that this option has been available.

If you have questions, please contact me at jallalen@amppartners.org or 614.540.0916.

Small cell legislation gets first hearing in Pennsylvania Legislature

By Michael Beirne - vice president of external affairs

The Pennsylvania House Consumer Affairs Committee held a first hearing on House Bill 2564, legislation to minimize municipal oversight of small cell wireless facilities.

The hearing featured testimony from local government representatives, including the Pennsylvania State Association of Boroughs, the Pennsylvania Municipal League and the Pennsylvania State Association of Township Supervisors, raising concerns about the legislation. Those concerns include the fees associated with the bill, the usurping of local control of community infrastructure and rights-of-way and unreasonable approval processes established under the bill.



Representatives from the wireless industry testified in support, indicating that, among other things, 300,000 small cell facilities would need to be installed in the next three or four years to meet increased demand. As this issue has been debated and adopted in a number of states, it is expected that the legislation will see additional hearings this year.

If you have questions about this issue, please contact me at mbeirne@amppartners.org or 614.540.0835.

Seeking additional speakers for conference Lightning Talks session

By Michelle Palmer, P.E. - vice president of technical services

AMP is again offering a Lightning Talks session at the AMP/OMEA Annual Conference, Sept. 24-27 in Cleveland, and we are seeking additional speakers to participate. A lightning talk is a brief (five minutes or less) presentation covering a topic in a quick, insightful and clear manner. These short talks are intended to grab the attention of the audience, convey key information and allow for several presenters to share their ideas in a short period of time.

This session has been very popular for conference attendees in the past and we are excited to offer it again this year. If you have any questions or would like to participate, please contact me at mpalmer@amppartners.org or 614.540.0924.

SEPA to hold Plug and Play DER Challenge webinar

By Erin Miller - director of energy policy and sustainability

The Smart Electric Power Alliance (SEPA) is scheduled to hold an hour-long *Plug and Play DER Challenge* webinar on Aug. 16 at 2 p.m. This webinar will provide an overview of a competition to develop the best interoperability solution to lower integration costs, increase system performance and enhance capabilities. Following evaluation, the best qualifying proposals will have the opportunity to present their idea at Solar Power International/North America Smart Week.



During this webinar, you will learn about:

- Key dates during Phase One and Phase Two of the challenge
- Requirements for submissions in Phase One
- How to submit your ideas
- General rules and guidelines

You can register for this webinar on the [SEPA website](#). An update on this conference will also be included in the next edition of Update. If you have questions about this webinar, please contact me at emiller@amppartners.org or 614.540.1019.

Volunteers sought for 2018 AMP Lineworkers Rodeo

By Michelle Palmer

The 2018 AMP Lineworkers Rodeo is set for Aug. 24-25 at AMP headquarters in Columbus, and we are currently seeking volunteers for the event. If you are interested in volunteering at the event, please complete the [volunteer registration form](#). The form, as well as other information about the rodeo, can be found on the [rodeo page](#) of the [AMP website](#).

The AMP Lineworkers Rodeo provides journeyman and apprentice lineworkers the opportunity to demonstrate their skill and knowledge of the craft. Competitors have the opportunity to compete in one of three categories: apprentice, individual journeyman and journeyman team.



If you have questions about the rodeo or volunteering, please contact myself at mpalmer@amppartners.org or 614.540.0924, or Jennifer Flockerzie at jflockerzie@amppartners.org or 614.540.0853.

AMP holds lineworker training

By Robert Rumbaugh - manager of technical training

AMP held a Lineworker Training Basic 1 course in Columbus, Aug. 6-10. The training course provides first-year apprentices with an introduction to and practice in climbing skills, as well as basic electrical theory, applied mathematics, first aid, safety, transformer basics and other introductory skills. It is designed to serve as a supplement to in-house training and includes both book work and hands-on training.

This was the second Basic 1 course held this year due to increased member attendance. Participants included eight lineworkers from Bradner, Celina, Grove City, New Martinsville, Woodville, Yellow Springs and Zelienople.

Throughout the year, AMP offers high-quality training designed to improve employee performance and enhance safety. Members are encouraged to browse the [2018 training catalog](#) on the [member extranet](#) (login required) to sign up for any courses that might benefit their community.

If you have questions about training opportunities, please contact me at rrumbaugh@amppartners.org or 614.540.1111.



(From left to right)

Bottom row - Kevin Kolesar, Zelienople, Alex Hought, New Martinsville, Tim Garrett, Grove City, Jerrame Allgire, Bradner, Brian Lantz, Celina, Cody Crose, AMP.

Top row- Dustin Harris, Yellow Springs, Rachel Lewis, Zelienople, Jason Hindall, Woodville, Bob Rumbaugh, AMP.

JULY OPERATIONS DATA		
	July 2018	July 2017
Fremont Capacity Factor	76%	51%
Prairie State Capacity Factor	91%	90%
Meldahl Capacity Factor	60%	80%
Cannelton Capacity Factor	82%	91%
Smithland Capacity Factor	63%	N/A
Greenup Capacity Factor	66%	64%
Willow Island Capacity Factor	59%	79%
Belleville Capacity Factor	82%	97%
Blue Creek Wind Capacity Factor	12%	14%
JV6 Wind Capacity Factor	7%	8%
Napoleon Solar Capacity Factor	12%	21%
Bowling Green Solar Capacity Factor	35%	35%
Avg. A/D Hub On-Peak Rate	\$40/MWh	\$37/MWh
* Fremont capacity factor based on 675 MW rating. * PS capacity factor based on 1,582 MW rating. * Meldahl capacity factor based on 105 MW rating. * Cannelton capacity factor based on 87.6 MW rating. * Smithland capacity factor based on 76.2 MW rating. * Greenup capacity factor based on 70 MW rating. * Willow Island capacity factor based on 44.2 MW rating. * Belleville capacity factor based on 42 MW rating. * Napoleon Solar capacity factor based on 3.54 MW rating. * BG Solar capacity factor based on 20 MW rating.		

Energy markets update

By Jerry Willman - assistant vice president of energy marketing

The September 2018 natural gas contract increased \$0.006/MMBtu to close at \$2.955 yesterday. The EIA reported an injection of 46 Bcf for the week ending Aug. 3, which was slightly below market expectations

of 47 Bcf. Gas in storage now stands at 2,354 Bcf. This is 20 percent under the five-year average of 2,926 Bcf.

On-peak power prices for 2019 at AD Hub closed yesterday at \$36.25/MWh, which was \$.23/MWh higher for the week.

On Peak (16 hour) prices into AEP/Dayton hub

Week ending Aug. 10

MON	TUE	WED	THU	FRI
\$44.28	\$40.72	\$40.48	\$39.79	\$39.19

Week ending Aug. 3

MON	TUE	WED	THU	FRI
\$34.64	\$33.22	\$37.68	\$36.40	\$36.24

AEP/Dayton 2019 5x16 price as of Aug. 9 — \$36.25

AEP/Dayton 2019 5x16 price as of Aug. 2 — \$36.02

AFEC weekly update

By Jerry Willman

The AMP Fremont Energy Center was 100 percent available for the week. PJM dispatched the plant offline on Saturday overnight based on economics. The plant also cleared offline Sunday morning for the day-ahead award, but stayed online for real-time operations. Fremont remained online for the balance of the week and operated between base load and duct fire range during the peak hours. Duct firing operated for 110 hours this week. The plant generated at a 78 percent capacity factor (based on 675 MW rating).

Register now for Webinars

An internet connection and a computer are all you need to educate your staff. Individual webinars are \$99 or sign up for a series at a discounted rate. Register today at www.PublicPower.org under Education & Events. Non-members can enter coupon code **AMP** to receive the member rate.

- Strategic Planning Series
Down to Brass Tacks: Implementing Your Strategic Plan **Sept. 6**
- Accounting & Finance Series
Developing Cash Reserve Policies **Sept. 10**
- Wireless Pole Attachment Series
Lessons from the Field: Wireless Deployment Best Practices and Issues **Sept. 13**
- Electric Diagnostic Testing of Power Transformers for Municipals **Sept. 20**



Classifieds

Members interested in posting classifieds in Update may send a job description with start and end advertisement dates to zhoffman@ampppartners.org. There is no charge for this service.

City of Bowling Green seeks applicants for two positions

City engineer

The City of Bowling Green is seeking applicants for the position of city engineer. This salaried, exempt professional position is responsible for supervising activities of the Engineering Division staff, as well as planning, design, review and project management of infrastructure improvements including paving and sidewalks, storm water management, waterline and sanitary sewers. This position reviews plans of both private and public improvements; oversees planning, design and management of public works projects; responds to inquiries; consults with administrative staff; supervises project inspection; attends committee meetings at TMACOG, etc. Must be registered as a professional engineer, have five to seven years of relevant experience and must have a current Ohio driver's license. Excellent fringe benefits.

Interested persons must complete an application packet that is available at the Personnel Department of the City of Bowling Green at 304 N. Church St., Bowling Green, Ohio 43402-2399 or by accessing the online application that is available on the Bowling Green [website](#). Resumes may be included, but will not substitute for a completed application. Applications must be completed and returned to the Personnel Department, City of Bowling Green, 304 N. Church St., Bowling Green, Ohio 43402. Telephone: 419.354.6200; email: BGPersonnel@bgohio.org Office hours: M-F 8:00 a.m.-4:30 p.m. The deadline for making application is 4:30 p.m. on Aug. 24. AA/EEO

Customer service specialist

The City of Bowling Green is seeking applicants for the position of customer service specialist. This full-time, hourly position is responsible for utilities billing, receipts, work order processing and customer service. This position assists customers and resolves billing problems; enters, sorts and distributes work orders; acts as a liaison with other Utilities departments in resolving customer problems; accepts payments, posts to accounts and balances cash drawer; prepares payment batches; reconciles payment batches and balances receipts reports; calculates adjustments to accounts, reviews billing registers, processes customer billing and posts penalties; sets up payment extensions with customers and tracks to ensure compliance; prepares automated phone notification file for past due accounts and final notices; issues orders for disconnections for non-payment; processes customer information, sends to collection agency, posts receipts from collection agency, writes off bad debt accounts and follows up on bankruptcy notices; prepare invoices and maintains spreadsheets. A copy of the job description will be provided to applicants. Must be able to use computers and understand computer software. High school diploma or equivalent; three to five years of related experience required.

Interested persons must complete an application packet that is available at the Personnel Department of the City of Bowling Green at 304 N. Church St., Bowling Green, Ohio 43402-2399 or by accessing the online application that is available on the Bowling Green [website](#). Resumes may be included, but will not substitute for a completed application. Applications must be completed and returned to the Personnel Department, City of Bowling Green, 304 N. Church St., Bowling Green, Ohio 43402. Telephone: 419.354.6200; email: BGPersonnel@bgohio.org Office hours: M-F 8:00 a.m.-4:30 p.m. The deadline for making application is 4:30 p.m. on Aug. 24. AA/EEO

City of Newton Falls seeks applicants for city manager

The City of Newton Falls is seeking applicants for the position of city manager. Salary negotiable, plus excellent benefits. Newton Falls residency is required. Newton Falls has a charter form of government with a five-member council and mayor. \$17.6 million budget, 38 full-time employees and 23 part-time employees. Municipal utilities include water treatment, water pollution control and electric distribution. A graduate degree in government/public administration/business-related field with a background in electric, water, water pollution control, administration, personnel management and economic development or municipal finance is preferred. Desire a credentialed City Manager who is a strong leader and motivator. Please send a letter of interest, resume, salary history, requirements and at least three work-related references to Kathleen King, city clerk, 19 N. Canal St., Newton Falls, OH 44444 or email cityclerk@ci.newtonfalls.oh.us by Aug. 31, 2018. EOE

Opportunities available at AMP

AMP is seeking applicants for the following positions:

Hydro plant operator I - Smithland

For complete job descriptions, please visit the [AMP careers page](#).

American Municipal Power, Inc.

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