

# OCTOBER 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2  7:00pm City Council Meeting	3	4	5	6	7
8	9  6:30pm Electric Committee Board of Public Affairs 7:00pm Water/Sewer Com. 7:30pm Municipal Properties Committee	10  4:30pm Board of Zoning Appeals 5:00pm Planning Commission	11	12	13	14
15	16  6:00pm Parks and Rec Committee 6:00pm Tree Commission 7:00pm City Council Meeting	17	18	19	20	21
22	23  6:30pm Finance and Budget Committee 7:30pm Safety and Human Resource Committee	24  4:30pm Civil Service Commission	25  6:30pm Parks and Rec Board	26	27	28
29	30	31				

# HENRY COUNTY CIC ANNUAL MEETING 2023

Date: Thursday, November 2, 2023

Time: 5:00pm-7:00pm

Event Address: Leisure Time Winery

Contact us at (419) 592-4637 or [jarps@henrycountyed.com](mailto:jarps@henrycountyed.com)

Please join us for dinner, drinks, and an awards presentation honoring those that have made an impact in our community and economic development during 2023.

Cost is \$30 per person. Tables of 4 or 8 are available to reserve if you'd like. The deadline to RSVP is Friday, October 20, 2023.

*Your attendance and contributions support the economic development of Henry County, all proceeds from the event ticket sales will go towards The Henry County CIC, a 501(c)6 organization.*

*Thank you to our sponsors: The Regional Growth Partnership & JobsOhio*

Sign in to Google to save your progress. [Learn more](#)

\* Indicates required question





# City of Napoleon, Ohio

255 West Riverview Avenue, P.O. Box 151  
Napoleon, OH 43545  
Telephone: (419) 592-4010 Fax: (419) 599-8393  
[www.napoleonohio.com](http://www.napoleonohio.com)

## Memorandum

**To:** City Council, Mayor, City Manager, City Finance  
Director, Law Director, Department Heads,  
News-media  
**From:** Marrisa Flogaus, Clerk of Council  
**Date:** September 29, 2023  
**Subject:** Technology and Communications Committee –  
Cancellation

The regularly scheduled meeting of the **Technology and Communications Committee** for Monday, October 2, 2023, at 6:15 pm has been CANCELED due to lack of agenda items.

City of Napoleon, Ohio

CITY COUNCIL

MEETING AGENDA

Monday, October 2, 2023 at 7:00 pm

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

**A. Call to Order**

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

**C. Prayer and Pledge of Allegiance**

**D. Approval of Minutes** (in the absence of any objections or corrections, the minutes shall stand approved)  
September 18, 2023 Council Meeting Minutes

**E. Citizen Communication**

**F. Reports from Council Committees**

1. The Finance and Budget Committee met on September 25, 2023 at 7:30am and;
  - a. Recommended to Council to Approve the Third Quarter Budget Adjustments
2. The Safety and Human Resources Committee did not meet on September 25, 2023 due to a lack of agenda items.
3. The Technology Committee did not meet on October 02, 2023 due to a lack of agenda items.

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

1. The Preservation Commission met on September 26, 2023 at 12:00pm and;
  - a. approved NPC 23-04, to place exterior 16' x 2' feet advertisement sign above the main entrance
2. The Civil Service Commission did not meet on September 26, 2023 due to a lack of agenda items.
3. The Parks and Rec Board met on September 27, 2023 at 6:30pm and;
  - a. Recommended to Council to approve the updated rates and fee schedule
  - b. Discussed 2024 Capital Improvement requests
  - c. Recommended to Council to Set Trick or Treat for October 31, 2023 from 6:00pm to 7:30pm

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

1. Ordinance No. 038-23, An Ordinance authorizing and directing the execution of a Water Purchase Contract between the City of Napoleon, Ohio and the Village of Malinta, Ohio; and declaring an Emergency (Suspension Requested)
2. Ordinance No. 039-23, An Ordinance supplementing the annual appropriation measure (Supplement No. 3) for the year 2023; and declaring an Emergency (Suspension Requested)
3. Ordinance No. 040-23, An Ordinance authorizing the Finance Director to make appropriation transfers (Transfer of Appropriation 3) from one appropriation line item to another appropriation line item pursuant to ORC. Section 5705.40 for the fiscal year ending December 31, 2023 as listed in Exhibit A, and declaring an Emergency (Suspension Requested)

**I. Second Reading of Ordinances and Resolutions**

1. Resolution No. 034-23, A Resolution authorizing the City Manager to enter into a donation agreement for the construction of a baseball field; and declaring an Emergency (Suspension Requested)
2. Ordinance No. 036-23, An Ordinance amending a section of the City of Napoleon, Ohio Codified Ordinances, specifically Part I, Chapter 143, Section 143.06, "A City of Napoleon, Ohio Fire and Rescue Fee Schedule;" and declaring an Emergency
3. Resolution No. 037-23, A Resolution approving an amendment to current spousal coverage in the health insurance premiums, amending Resolution No. 033-20; and declaring an Emergency

**J. Third Reading of Ordinances and Resolutions - None**

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

1. Discussion/ Action: Approval of Plans and Specifications for the Third Street Sanitary Sewer Improvements
2. Discussion/ Action: Parks and Rec Boards recommendation to Set Trick or Treat for October 31, 2023 from 6:00pm to 7:30pm
3. Discussion/ Action: Review of Rate, Fees and Rental Costs for the Golf Course (Refer to Parks and Recreation Committee)

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

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

**N. Adjournment**



Marris Flogaus

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

**1. Technology & Communication Committee (1<sup>st</sup> Monday)**

*(Next Regular Meeting: October 2, 2023 @ 6:15 pm)*

**2. Electric Committee (2<sup>nd</sup> Monday)**

*(Next Regular Meeting: Monday, October 9, 2023 @ 6:30 pm)*

a. Review of Power Supply Cost Adjustment Factor for October 2023

b. Electric Department Report

**3. Water, Sewer, Refuse, Recycling & Litter Committee (2<sup>nd</sup> Monday)**

*(Next Regular Meeting: Monday, October 9, 2023 @ 7:00 pm)*

**4. Municipal Properties, Buildings, Land Use & Economic Development Committee (2<sup>nd</sup> Monday)**

*(Next Regular Meeting: Monday, October 9, 2023 @ 7:30 pm)*

**5. Parks & Recreation Committee (3<sup>rd</sup> Monday)**

*(Next Regular Meeting: Monday, October 16, 2023 @ 6:00 pm)*

**6. Finance & Budget Committee (4<sup>th</sup> Monday)**

*(Next Regular Meeting: Monday, October 23, 2023 @ 6:30 pm)*

**7. Safety & Human Resources Committee (4<sup>th</sup> Monday)**

*(Next Regular Meeting: Monday, October 23, 2023 @ 7:30 pm)*

**8. Personnel Committee (as needed)**

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

**1. Board of Public Affairs (2<sup>nd</sup> Monday)**

*(Next Regular Meeting: Monday, October 9, 2023 @ 6:30 pm)*

a. Review of Power Supply Cost Adjustment Factor for October 2023

b. Electric Department Report

**2. Board of Zoning Appeals (2<sup>nd</sup> Tuesday)**

*(Next Regular Meeting: Tuesday, October 10, 2023 @ 4:30 pm)*

**3. Planning Commission (2<sup>nd</sup> Tuesday)**

*(Next Regular Meeting: Tuesday, October 10, 2023 @ 5:00 pm)*

**4. Tree Commission (3<sup>rd</sup> Monday)**

*(Next Regular Meeting: Monday, October 16, 2023 @ 6:00 pm)*

**5. Civil Service Commission (4<sup>th</sup> Tuesday)**

*(Next Regular Meeting: Tuesday, October 24, 2023 @ 4:30 pm)*

**6. Parks & Recreation Board (Last Wednesday)**

*(Next Regular Meeting: Wed., October 25, 2023 @ 6:30 pm)*

**7. Privacy Committee (2<sup>nd</sup> Tuesday in May & November)**

*(Next Regular Meeting: Tuesday, November 14, 2023 @ 10:30 am)*

**8. Records Commission (2<sup>nd</sup> Tuesday in June & December)**

*(Next Meeting: Tuesday, December 12, 2023 @ 8:00 am)*

**9. Housing Council (1<sup>st</sup> Monday after the TIRC meeting)**

**10. Health Care Cost Committee (as needed)**

**11. Preservation Commission (as needed)**

**12. Napoleon Infrastructure/Economic Development Fund Review Committee (NIEDF) (as needed)**

**13. Tax Incentive Review Council**

**14. Volunteer Firefighters' Dependents Fund Board (as needed)**

**15. Volunteer Peace Officers' Dependents Fund Board (as needed)**

**16. Lodge Tax Advisory & Control Board (as needed)**

**17. Board of Building Appeals (as needed)**

**18. ADA Compliance Board (as needed)**

*City of Napoleon, Ohio*  
**CITY COUNCIL MEETING MINUTES**  
Monday, September 18, 2023 at 7:00 pm

**PRESENT**

Council Members	Joe Bialorucki- Council President, Ross Durham- Council President Pro-Tem, Daniel Baer, Molly Knepley, Ken Haase, Dr. David Cordes, Robert L. Weitzel- via Webex
Mayor	Jason Maassel- via Webex
City Manager	J. Andrew Small
Law Director	Billy Harmon
Finance Director	Kevin Garringer
City Staff	Brittany Roof- Human Resource Director Tony Cotter- Parks and Recreation Director Ed Legg – Assistant Chief of Police
Others	News- Media
Clerk of Council	Marrisa Flogaus

**ABSENT**

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**CALL TO ORDER**

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

**APPROVAL OF MINUTES**

The minutes from the September 5, 2023 City Council meeting were approved as presented.

**CITIZEN COMMUNICATION- None**

**REPORTS FROM COUNCIL COMMITTEES**

The Electric Committee did not meet on September 11, 2023 due to lack of agenda items. Cordes, chair of the Water, Sewer, Refuse, Recycling and Litter Committee, reported the Committee held a joint meeting with the Board of Public Affairs on September 11, 2023 at 6:30pm and; recommended to Council to approve the Water Purchase Contract with Malinta. The Municipal Properties, Building, Land Use and ED Committee did not meet on September 11, 2023 due to lack of agenda items.

**INTRODUCTION OF NEW ORDINANCES AND RESOLUTIONS**

**Resolution No. 034-23- Baseball Field Agreement**

Council President Bialorucki read by title Resolution No. 034-23, A Resolution authorizing the City Manager to enter into a donation agreement for the construction of a baseball field; and declaring an Emergency

Motion: Durham                      Second: Knepley  
to approve First Read of Resolution No. 034-23

Small stated this legislation allows me to enter into a donation agreement with the group facilitating the project. Among other things this agreement states; the donor will work with the City through the permitting process to make sure all the permits are handled properly, carry the appropriate insurance,





Small stated we took a look at these fees for Fire and Rescue. We are looking at increasing the fees to cover our costs. This isn't us trying to make money. This is to just cover our costs for public education, our training facility and apparatuses use specifically for hazmat material responses. I believe you've seen the fees that have been modified. If you have any questions I will try to field them.

Roll call vote on the above motion:

Yea- Haase, Durham, Bialorucki, Baer, Knepley, Cordes

Nay-

**Yea-6, Nay-0. Motion Passed**

#### **Resolution No. 037-23- Healthcare Cost Amendments**

Council President Bialorucki read by title Resolution No. 037-23, A Resolution approving the addition of a healthcare savings account (HSA) option to City of Napoleon, Ohio employee health insurance premiums commencing in the year 2024, also approving an amendment to current spousal coverage in the health insurance premiums; amending Resolution No. 033-20; and declaring an Emergency

Motion: Knepley                      Second: Cordes  
to approve First Read of Resolution No. 037-23

Small stated over the course of the last couple of weeks Roof sent a survey out to all the employees outlining the three options we presented to them; Plan 2, Plan 3 and Plan 8. I put before you all Roofs memo that she put together this morning. The vast majority of the respondents would prefer Plan 2, a number of them would prefer plan 3 and only 5 employees choose the HSA. This is a non-binding survey. We just asked the employees for feedback on what they might select. Based on this response it's my recommendation that we strike the HSA from this year's options and simply allow employees to choose from Plan 2 and Plan 3. Then over the course of the next year, probably late next summer, Roof and I will go on an educational tour of the workforce to inform employees about an HSA to help them understand that maybe it is a better option. Maybe next year we'll have more than 5 respondents. I set a threshold at 10. If it's less than 10 then we most likely won't allow the HSA as an option because of the extra administration involved. At this time I would ask that this Resolution be modified to strike the clauses in relation to the healthcare savings account. We will retain any reference to the spousal coverage surcharge of \$50 and the wellness incentive renewal, but anything related to the HSA would be struck.

Motion: Baer                      Second: Knepley  
to make amendments to Resolution No. 037-23

Roll call vote on the above motion:

Yea- Haase, Durham, Bialorucki, Baer, Knepley, Cordes

Nay-

**Yea-6, Nay-0. Motion Passed**

Roll call vote to approve First Read of Resolution No. 037-23

Yea- Haase, Durham, Bialorucki, Baer, Knepley, Cordes

Nay-

**Yea-6, Nay-0. Motion Passed**

**SECOND READING OF ORDINANCES AND RESOLUTIONS- None**

**THIRD READING OF ORDINANCES AND RESOLUTIONS- None**

### **GOOD OF THE CITY (Discussion/Action)**

#### **Discussion/Action: Approval of the Power Supply Cost Adjustment Factor for September 2023 as PSCA 3-month averaged factor \$0.01094 and JV2 \$0.031756**

Small stated there is little change and nothing noteworthy with the rate this month. Relative to last month all three of our classes; residential, commercial and industrial are down slightly a little over 1%. Year over year they're pretty stable. Industrials actually down 2.3% year over year. Other than that there is nothing noteworthy about this.

Motion: Haase

Second: Cordes

to approve the Power Supply Cost Adjustment Factor for September 2023 as PSCA 3-month averaged factor \$0.01094 and JV2 \$0.031756

Roll call vote on the above motion:

Yea- Haase, Durham, Bialorucki, Baer, Knepley, Cordes

Nay-

**Yea-6, Nay-0. Motion Passed**

#### **Discussion/Action: The Water, Sewer, Refuse, Recycling and Litter Committee and The Board of Public Affairs recommendation to Council to approve the Water Purchase Contract with Malinta (Direct the Law Director to Draft Legislation)**

Small stated I presented this water purchase contract last week to the Committee and Board. I included the contract in the packet with all the changes between Malinta and Florida highlighted. You can see that the address, location of the pressure testing and meter pit are highlighted. The rate is exactly the same as what Florida's currently paying. They had a modification to the addition of a user. If they add a user over 66,845 cubic feet they have to notify us. They had requested that be increased from 20,000 cubic feet. I spoke with Weis at the water department and he advised this would be no problem as we have plenty of capacity. The terms of the contract is where we really vary from the Florida's contract. If we as partners can continue this for the full length of the contract it would be 26 years, which would get us to the final payment of debt service for the water treatment plant. Florida's contract is for 26 years, however after negotiations with Malinta we decided upon a 16 year contract with a 10 year automatic renewal unless one of the parties want to cancel the contract. We must give them a 12 month notification prior to cancelation if we choose to cancel and they must give us a 6 month notification if they choose to cancel. The last item that was changed was the termination agreement. This would apply if they chose to cancel the contract within the first 16 years. The last sentence in here basically says that this penalty wouldn't apply in the event that the purchaser exercise its right not to renew the contract. If after those 16 years they decide not to renew the contract then the penalty won't apply, but prior to the 16 years it would. The penalty is a 24 month payment to the City. Other than that it's word for word the same as the Florida contract. I would ask Council to approve this so we can move forward. Bialorucki asked does the automatic renewal cancel out any negotiating of different terms? Small replied yes.

Motion: Durham

Second: Cordes

to direct the law director to draft legislation

Roll call vote on the above motion:

Yea- Haase, Durham, Bialorucki, Baer, Knepley, Cordes

Nay-

**Yea-6, Nay-0. Motion Passed**

**Discussion/Action: Third Quarter Budget Adjustments [Finance Committee meets September 25, 2023] (direct Law Director to draft legislation)**

Garringer stated this is what we usually ask for prior to the meeting, so that the law director can enact legislation to bring forward at the next Council meeting. We will ask suspension at that time, which allows us to close out the quarter as quickly as we can. The only addition I have is that the Committee is scheduled to meet at 7:30am that Monday instead of the evening. I ask that Council to pass this, so that after the meeting the law director can enact legislation.

Motion: Haase                                      Second: Knepley  
to direct the law director to draft legislation

Roll call vote on the above motion:

Yea- Haase, Durham, Bialorucki, Baer, Knepley, Cordes

Nay-

**Yea-6, Nay-0. Motion Passed**

**AROUND THE TABLE**

Small- I have nothing.

Harmon- Nothing for me.

Knepley- Nothing. Thank you.

Baer- If there is nothing for the Safety and Human Resource Committee next Monday we will cancel.

Small replied there is nothing.

Durham- I had a citizen stop into my work last week commenting on how great Scott St looked, so great job. It was much appreciated by the citizens.

Haase- You stole my thunder. Small stated hopefully the rest of the Miscellaneous Street Project goes just as smoothly.

Cordes- Nothing for me.

Garringer- Two Saturdays ago I was at the Napoleon Athletic Hall of Fame Banquet. They entered in seven new individuals. The two coaches Mike Burke- tennis coach and Tim Carney- soccer coach made special mention during their speeches about our rec programs. I just felt that it was fair to report that back to Council to let them know that our rec programs in the City of Napoleon do make a difference. Both of those coaches stated that their programs wouldn't have been as successful if it wasn't for what we offer to our youth. I just wanted to share that with everyone. Out of the five individuals there were three swimmers, a soccer player and a softball player. They all talked about how they started in our youth programs. We get a lot of negativity sometimes, but in this case we had seven outstanding individuals that were very successful in their sports say how wonderful our programs were. Cotter, I'm glad you're here to hear that because it meant a lot to me as a worker of the City that it was at least recognized.

Weitzel- No thank you.

Maassel- Garringer, congratulations to your daughter on her hall of fame induction. It's a really special honor for her. Small, we talked a little bit about increasing the number of tags for tires and refrigerators.

Do you have those numbers in front of you? Small replied I don't, but let me look. Anything that has Freon takes 13 tags, for example, refrigerates, freezers, air conditioners and dehumidifiers. A passenger car or truck tire takes 3 tags and it used to take 1 tag. A semi-truck tire takes 6 tags. A tractor tire takes 8 tags. Those numbers are strictly to cover the costs. If someone were to take their appliances to the land fill it's what they would pay and they would also have their own transportation costs. Durham replied this was actually a topic that we talked about in the Water/Sewer Committee 2-3 years ago brought forth by Jeff Rathge. I think it's time. Small stated it's the best practice to increase by a couple tags when you have to, but I'm not one to kick the can down the road. I'll take the bullets for raising them. We need to cover our cost. I've mentioned it before that there are other costs that we are reviewing as well. Especially in our Operations department. I just want to make sure our cost are covered, especially for our special services. Maassel stated can Cotter update us with pool figures. I know we usually do that around budget time, but if he has any primary numbers that he could share at the October meeting. It would be nice to see how the pool was this year versus last. I know when I drove by it was full. There were 20-25 days in June with no precipitation, so I know it was open a lot. I think it's a great recreation program. I don't need a number tonight, but I would like to have something. On the corner of Indiana and Melody the street sign has been bleached out by the sun. On W. Riverview going towards town the reduce speed sign and the 40 mile per hour sign has brush growing in front. Small asked where specifically the reduce speed sign was located on W Riverview? Maassel replied by Anthony Wayne Trails on the south side.

Bialorucki- I don't have anything to add tonight.

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

**ADJOURNMENT**

Motion: Knepley                      Second: Cordes  
to adjourn the City Council meeting at 7:27pm

Roll call vote on the above motion:

Yea- Haase, Durham, Bialorucki, Baer, Knepley, Cordes  
Nay-

**Yea-6, Nay-0. Motion Passed**

Approved

October 2, 2023

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Joe Bialorucki, Council President

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Jason Maassel, Mayor

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Marrisa Flogaus, Recorder

**ORDINANCE NO. 038-23**

**AN ORDINANCE AUTHORIZING AND DIRECTING THE  
EXECUTION OF A WATER PURCHASE CONTRACT BETWEEN  
THE CITY OF NAPOLEON, OHIO AND THE VILLAGE OF  
MALINTA, OHIO; AND DECLARING AN EMERGENCY**

**WHEREAS**, the City of Napoleon, in Resolution No. 045-90, authorized the City Manager to enter into a Water Purchase Contract with the Village of Malinta; and,

**WHEREAS**, the City of Napoleon, previously terminated said Water Purchase Contract per Resolution No. 051-13, passed September 16, 2013; and,

**WHEREAS**, the City of Napoleon is organized and established under the provisions of the Ohio Revised Code, for the purpose of constructing and operating a water supply distribution system serving water users within the area described in plans now on file in the office of the City Finance Director and to accomplish this purpose, the Village of Malinta will require a supply of treated water; and,

**WHEREAS**, the City of Napoleon owns and operates a water supply distribution system with a capacity currently capable of serving the present customers of the City of Napoleon's system and the estimated number of water users to be served by the Village of Malinta as shown in the plans of the system now on file in the office of the City Finance Director; and,

**WHEREAS**, the City of Napoleon again desires to authorize the City Manager to enter into a Water Purchase Contract with the Village of Malinta; **Now Therefore**,

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

Section 1. That, the provisions of a Water Purchase Contract, attached hereto as Exhibit A and by reference made a part hereof, between the City of Napoleon, Ohio and the Village of Malinta, Ohio which provides that the City will furnish and sell water to the Village, is hereby approved.

Section 2. That, the City Manager is authorized and directed to execute and deliver said Water Purchase Contract in the name of and on behalf of the City of Napoleon, such instrument to include any other necessary or advisable provisions as determined by the City Manager and as approved by the City Law Director.

Section 3. 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 4. 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 5. That, this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health or safety of the City and its inhabitants, and for the further reason that this legislation must be in effect at the

earliest possible time because the addition of Malinta would provide additional water users and income for the City; therefore, provided it receives the required number of votes for passage as emergency legislation, it shall be in full force and effect immediately upon its passage; otherwise, it shall be in full force and effect at the earliest time permitted by law. Further, the Emergency Clause is necessary to be in effect at the earliest possible time to allow for the commencement of the project to begin at the earliest possible time, and for further reasons as stated in the Preamble hereof.

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

\_\_\_\_\_  
Joseph Bialorucki, Council President

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

\_\_\_\_\_  
Jason Maassel, Mayor

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

Attest:

\_\_\_\_\_  
Marrisa Flogaus, Clerk of Council

*I, Marrisa Flogaus, Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Ordinance No. 038-23 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the \_\_\_\_\_ day of \_\_\_\_\_, 2023; & 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.*

\_\_\_\_\_  
*Marrisa Flogaus, Clerk of Council*

## WATER PURCHASE CONTRACT

This contract for the sale and purchase of water is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023, "Effective Date" between the CITY OF NAPOLEON, OHIO, 255 W. Riverview Avenue, Napoleon, Ohio 43545, hereinafter referred to as the "Seller" and the VILLAGE OF MALINTA, OHIO, 103-1/2 Turkeyfoot St., Malinta, Ohio 43535, hereinafter referred to as the "Purchaser". When referencing both the Seller and the Purchaser together, they shall be referred to as the "Parties".

### WITNESSETH:

Whereas, the Purchaser is organized and established under the provisions of the Ohio Revised Code, for the purpose of constructing and operating a water supply distribution system serving water users within the area described in plans now on file in the Office of the Purchaser and to accomplish this purpose, the Purchaser will require a supply of treated water; and,

Whereas, the Seller owns and operates a water supply distribution system with a capacity currently capable of serving the present customers of the Seller's system and the estimated number of water users to be served by the said Purchaser as shown in the plans of the system now on file in the Office of the Purchaser; and,

Whereas, Resolution No. \_\_\_\_\_ was enacted on the \_\_\_\_ day of \_\_\_\_\_, 2023, by the Seller for the sale of water to the Purchaser in accordance with the provisions of this Agreement; and,

Whereas, Resolution No. \_\_\_\_\_ was enacted on the \_\_\_\_ day of \_\_\_\_\_, 2023, by the Purchaser for the purchase of water from the Seller in accordance with the provisions of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual agreements hereinafter set forth,

#### A. Representations of the Seller:

**1. Quality and Quantity:** To furnish the Purchaser at the point of delivery hereinafter specified, during the term of this contract or any renewal or extension thereof, potable treated water meeting applicable quality standards of the Ohio Department of Health and The Ohio Environmental Protection Agency in such quantity as may be required by the Purchaser not to exceed 300,000 cubic feet per month.

**2. Pressure:** That water will be furnished at a reasonably constant pressure calculated at no less than 35 lbs./sq. inch from an existing 12-inch main supply approximately 1315 feet south of County Road O, and 115 feet east of Township Road 11 on property located at M625 County Road 11. If a greater pressure than that normally available at the point of delivery is required by the Purchaser, the cost

of providing such greater pressure shall be borne by the Purchaser. Emergency failures of pressure of supply due to main supply line breaks, power failure, flood, fire and use of water to fight fire, earthquake or other catastrophe shall excuse the Seller from this provision for such reasonable period of time as may be necessary to restore service. Initially the Purchaser will use the available pressure from the Seller's water system to supply their distribution system; however, the Purchaser has the right to install a booster pump station whenever the Seller's water system is unable to supply sufficient pressure.

**3. Point of Delivery:** Seller shall furnish, install, operate and maintain the necessary metering equipment at the point of delivery for properly measuring the quantity of water delivered to the Purchaser and to calibrate such metering equipment as needed, but not including the meter pit. A meter registering not more than two percent (2%) above or below the test result shall be deemed to be accurate. The previous reading of any meter disclosed by test to be inaccurate shall be corrected for the six months previous to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless Seller and Purchaser shall agree upon a different amount. The metering equipment shall be read monthly. An appropriate official of the Purchaser at all reasonable times shall have access to the meter for the purpose of verifying its readings.

**4. Billing Procedure:** Seller to furnish the Purchaser at the above address not later than the 10th day of each month, with an itemized statement of the water furnished the Purchaser during the preceding month, unless unforeseen circumstances occur that would prohibit the ability to provide a timely statement.

B. Representations of the Purchaser:

**1. Water Purchasing:** To purchase water solely from the Seller so long as there is sufficient amount available for its needs.

**2. Water Payment:**

(a) To pay the rate of \$8.89/1,000 gallons of water, subject to increases reviewed by the Water Rate Review Commission and City of Napoleon Council approval and subject to increases already approved by the Napoleon City Council.

(b) There shall be a monthly minimal charge which shall be computed by using as a base a minimum usage of 30,000 cubic feet and multiplying this base by the charges as shown in 2 (a).

(c) Prior to any use of water line(s) constructed and installed by it, Purchaser will pass a resolution to adopt or approve rules and regulations governing the use and control of such line(s) which shall be substantially identical in substance, form, intent, and purpose to those passed by or amended by the Seller.



(d) The Purchaser shall not add any one user as a customer who will use over 66,845 cu. ft. (500,000 gallons) per month, without prior approval of the Seller. The Purchaser and Seller agree that this provision is intended to provide a review process solely for the purpose of determining whether the Seller's water system can physically support the additional demand without adversely affecting pressures or flows in the Seller's system.

The Seller reserves the right to refuse the additional request or service only in the event that:

- i) There would be an adverse impact on the Seller's water system, including, but not limited to, pressure, flow, quality, necessity for reconfiguration of water delivery point, increased meter size and testing.
- ii) The Purchaser cannot or will not provide additional measures or compensation to fully mitigate the adverse impact.

**3. Point of Delivery:** To furnish, install, operate and maintain at its own expense at point of delivery, the necessary materials and equipment, including the meter house or pit, valves and required devices of standard type for properly operating metering equipment. An appropriate official of the Seller at all reasonable times shall have access to the meter for the purpose of verifying its readings.

C. Representations of the Parties:

1. **Term of Contract:** The term of this contract will commence on the date given herein, \_\_\_\_\_, 2023, which is herein acknowledged as the "Effective Date," and shall end after a period of sixteen (16) years, \_\_\_\_\_, 2039. If Seller wishes to terminate this contract upon the expiration of this sixteen (16) year term, then Seller will provide Purchaser written notification, by certified mail, not less than twelve (12) months prior to the expiration date given above of Seller's intent to terminate. If Purchaser wishes to terminate this contract upon the expiration of this sixteen (16) year term, then Purchaser will provide Seller written notification, by certified mail, not less than six (6) months prior to the expiration date given above of Purchaser's intent to terminate. This contract shall be automatically extended for a period of ten (10) years, to \_\_\_\_\_, 2049, unless terminated as described above by either party.
2. **Water Rate Review Commission:** Within one hundred eighty (180) days from the execution of this contract, the Seller agrees to establish a Water Rate Review Commission as a standing body that will review water rates on an as needed basis and make recommendations to City Council related to the review and establishment of water rates. The Commission shall meet with the Napoleon Board of Public Affairs and the City Council Water, Sewer, Refuse, Recycling and Litter Committee at the designated times to review items that could impact water rates. The Commission will consist of at least two (2) members from Napoleon, appointed by City Council and one (1) member of any

community that is party to a contract with the City of Napoleon for purchasing water. The Commission shall also review contracts for any communities that would enter into contracts with the City of Napoleon Water System and would have a seat on the Commission to ensure that the terms and conditions of the contracts are congruent with this contract.

3. **Failure to Deliver Water:** That the Seller will, at all times, operate and maintain its system in an efficient manner and will take such action as may be necessary to furnish the Purchaser with quantities of water required by the Purchaser. Temporary or partial failures to deliver water shall be remedied with all possible dispatch. In the event of an extended shortage of water, or the supply of water available to the Seller is otherwise diminished over an extended period of the time, the supply of water to Purchaser's consumers shall be reduced or diminished in the same ratio or proportion as the supply to Seller's consumers is reduced or diminished.
4. **Modification of Contract:** That the provision of this contract pertaining to the schedule of rates to be paid by the Purchaser for water delivered are subject to Section B of this agreement. Other provisions to this contract may be modified or altered by written mutual agreement.
5. **Regulatory Agencies:** That this contract is subject to such rules, regulations, or laws as may be applicable to similar agreements in this State and the Seller and purchaser will collaborate in obtaining such permits, certificates, or the like as may be required to comply therewith.
6. **Miscellaneous:** That the construction of the water supply distribution system by the Purchaser may be financed by a loan made or insured by, and/or a grant from the United States of America, acting through the Farmers Home Administration of the United State Department of Agriculture, and the provisions hereof a Home Administration of the United States, and the provisions hereof pertaining to the undertakings of the Purchaser are conditioned upon the approval, in writing of the State Director of the Financing. If the Purchaser obtains alternate financing, the Purchaser certifies that it will do all necessary undertakings required by alternate lender.
7. **Successor to the Purchaser:** That in the event any occurrence rendering the Purchaser incapable of performing under this contract, any successor of the Purchaser, whether the result of legal process, rights of assignment, or otherwise, shall succeed to the rights of the purchaser hereunder.
8. **Operations and Maintenance Agreement:** The Parties may agree in a separate Operations and Maintenance Agreement for the Seller to take responsibility for the Operations and Maintenance of the Purchaser's water system, which may include, but is not limited to, billing, leak detection, hydrant flushing, operating a backflow program, providing a certified Operator of Record, valve exercising, asset management, Meter reading, tower inspections and maintenance, hydrant maintenance, capital improvement planning, adopting an asset management plan and contingency plans, maintaining parts

inventory for inevitable repairs and maintenance, and incorporating the water system into a GIS program. The Operations and Maintenance Agreement will detail the costs associated with operating and maintaining the Purchaser's water system.

- 9. Purchaser Termination:** Purchaser shall notify the Seller in writing of the Purchaser's desire to terminate the Agreement. The Agreement shall terminate after 180 days of the notice of termination. Purchaser shall pay a fee in the amount equal to the previous 24 months of water purchases starting from the date of the receipt of the notice of termination if the Purchaser decides to terminate the contract effective prior to the contract expiration date. The fee is justified to maintain the long-term financial stability of the water system. Purchaser agrees to pay the full cost of any work needed to disconnect from the Seller's water system connection point at the time of termination. **The aforementioned fee shall not be imposed in the event Purchaser exercises its right not to renew the contract.**

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed in four counterparts, each of which shall constitute an original.

SELLER:

The City of Napoleon, Ohio

By: \_\_\_\_\_  
J. Andrew Small, City Manager

Attest:

\_\_\_\_\_  
Marissa Flogaus, Clerk of Council

Approved as to Form:

\_\_\_\_\_  
Billy Harmon, Law Director

PURCHASER:

The Village of Malinta, Ohio

By: \_\_\_\_\_  
Curtis Badgley, Mayor

Attest:

\_\_\_\_\_  
Clerk

Approved as to Form:

\_\_\_\_\_  
Village Solicitor

**ORDINANCE NO. 039-23**

**AN ORDINANCE SUPPLEMENTING THE ANNUAL APPROPRIATION  
MEASURE (SUPPLEMENT NO. 3) FOR THE YEAR 2023; AND DECLARING  
AN EMERGENCY**

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

Section 1. That, the annual appropriation measure passed in Ordinance No. 073-22 for the fiscal year ending December 31, 2023 shall be supplemented (Supplement No. 3) as provided in Exhibit A, attached hereto and made a part hereof.

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 the City 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, and for the further reason that this legislation must be in effect at the earliest possible time because this Ordinance provides for appropriations for the current expenses of the City which are related to public peace, health or safety; therefore, provided it receives the required number of votes for passage as emergency legislation, it shall be in full force and effect immediately upon its passage; otherwise, it shall be in full force and effect at the earliest time permitted by law. Further, the Emergency Clause is necessary to be in effect at the earliest possible time to allow for proper payment of current expenses, 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:

\_\_\_\_\_  
Marrisa Flogaus, Clerk of Council

*I, Marrisa Flogaus, Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Ordinance No. 039-23 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the \_\_\_\_\_ day of \_\_\_\_\_, 2023; & 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.*

\_\_\_\_\_  
*Marrisa Flogaus, Clerk of Council*

## 2023 APPROPRIATION BUDGET - SUPPLEMENTAL #3

ORDINANCE No. 039-23

<u>Supplemental #3</u>	<u>PERSONAL SERVICES</u>	<u>OTHER</u>	<u>TOTAL</u>	<u>2023 FUND TOTAL</u>
<b>Fund 100 General</b>				
100.1500.52010 Members and Dues		\$174.00		
100.1520.51101 Salary-Non Brg-OT	\$21.52			
100.1520.53800 Printing, Forms and Photos		\$3,071.75		
100.1700.51190 Salary-Seasonal	\$10,765.75			
100.1700.51191 Salary-Seasonal-OT	\$424.86			
100.1700.53520 Cnt. Maint.-Equipment		\$687.37		
100.1900.53520 Cnt. Maint.-Equipment		\$2,730.78		
100.2100.51311 Salary-Dispatchers-OT	\$189.96			
100.2200.53200 Serv. Cent.-Communications		\$22,264.81		
100.2200.53610 Cnt. Maint.-Buildings & Structures		\$9,559.88		
100.2100.56001 VAWA Grant Pass Through		\$10,972.17		
<i>Reason: Engineer intern not budgeted, additional ARPA funds from county, insurance claim at firehouse</i>				
			<b><u>\$60,862.85</u></b>	<b><u>\$60,862.85</u></b>
<b>Fund 170 Municipal Income Tax</b>				
170.1510.53421 3% Retainer Fee		\$46,438.36		
170.1510.51101 Salary-Non Barg-OT	\$20.55			
<i>Reason: Not enough budgeted</i>				
			<b><u>\$46,458.91</u></b>	<b><u>\$46,458.91</u></b>
<b>Fund 200 Street Const. Maint and Repair</b>				
200.5120.59130 Reimb.-Shared Labor Expenses	\$29.00			
<i>Reason: Not enough budgeted</i>				
			<b><u>\$29.00</u></b>	<b><u>\$29.00</u></b>
<b>Fund 220 Recreation</b>				
220.4200.51191 Salary-Seasonal Overtime	\$826.40			
220.4200.51201 Salary AFSCME-Overtime	\$4,651.20			
220.4200.53113 Utilities-Water and Sewer		\$220.34		
220.4200.53900 Bank Servicing Charges		\$1,599.17		
220.4200.56100 State Sales Tax-Golf		\$2,000.00		
220.4200.57000 Machinery and Equipment		\$5,500.00		
220.4200.54215 Supplies-Concessions-Beer		\$1,500.00		
220.4300.51190 Salary-Seasonal	\$9,093.80			
220.4300.51700 Medicare-City Share	\$131.86			
220.4300.53110 Utilities-Electric		\$3,160.69		
220.4300.53113 Utilities-Water and Sewer		\$588.69		
220.4300.53900 Bank Servicing Charges		\$986.78		
220.4300.56100 State Sales Tax-Pool		\$1,000.00		
220.4300.54210 Supplies-Concessions-Pool		\$3,000.00		
220.4300.53111 Utilites-Natural Gas		\$8,150.00		
220.4400.51100 Salary-Non Bargaining	\$3,434.40			
220.4400.51190 Salary Seasonal	\$5,822.28			
<i>Reason: New facility manager facility, not enough budgeted for golf course and pool concession, higher than normal gas bill.</i>				
			<b><u>\$51,665.61</u></b>	<b><u>\$51,665.61</u></b>
<b>Fund 221 Napoleon Aquatic Center</b>				
221.4300.51100 Salary-Non Bargaining	\$3,434.40			
221.4300.51700 Medicare-City Share	\$49.80			
221.4300.51500 PERS	\$361.37			
<i>Reason: New facility manager position</i>				
			<b><u>\$3,845.57</u></b>	<b><u>\$3,845.57</u></b>

<b>Fund 224 Shelter House Facility Repair</b>				
224.4400.53300 Service Fee-Professional		\$3,600.00		
			<b><u>\$3,600.00</u></b>	<b><u>\$3,600.00</u></b>
<b>Fund 231 Court 2023 Tech Grant</b>				
231.1800.57000 Machinery and Equipment		\$36,245.00		
<i>Reason: New grant awarded to Muni Court</i>			<b><u>\$36,245.00</u></b>	<b><u>\$36,245.00</u></b>
<b>Fund 261 CDBG Program Income</b>				
261.3300.53490 Cnt.-Grant Services MVPLN		\$5,597.00		
			<b><u>\$5,597.00</u></b>	<b><u>\$5,597.00</u></b>
<b>Fund 277 Probation Officer Grant</b>				
277.2021.51500 PERS	\$529.54			
<i>Reason: Change in line items</i>			<b><u>\$529.54</u></b>	<b><u>\$529.54</u></b>
<b>Fund 278 Court Special Projects</b>				
278.1800.58000 Principal Payment-Bonds-Go		\$60,000.00		
278.1800.58500 Interest Payment-Bonds-Go		\$7,400.00		
<i>Reason: Error in budget program. This did not get picked up in budget</i>			<b><u>\$67,400.00</u></b>	<b><u>\$67,400.00</u></b>
<b>Fund 287 CCA 2.0 Grant</b>				
287.2023.51100 Salary-Non Bargaining	\$34,336.00			
287.2023.51500 PERS	\$4,807.00			
287.2023.52000 Travel, Training and Education		\$250.00		
287.2023.53300 Service Fees-Professional		\$1,800.00		
<i>Reason: New fund fund and change in line items</i>			<b><u>\$41,193.00</u></b>	<b><u>\$41,193.00</u></b>
<b>Fund 288 Justice Reinv. Incentive Grant</b>				
288.2021.51100 Salary-Non Bargaining	\$740.00			
288.2021.51500 PERS	\$199.23			
<i>Reason: Not enough budgeted</i>			<b><u>\$939.23</u></b>	<b><u>\$939.23</u></b>
<b>Fund 500 Electric Utility Revenue</b>				
500.6110.51201 Salary-AFSCME-Overtime	\$10,567.65			
500.9800.59130 Reimb.-Shared Labor Expenses	\$282.00			
<i>Reason: Additional cost for storm damage in other community</i>			<b><u>\$10,849.65</u></b>	<b><u>\$10,849.65</u></b>
<b>Fund 510 Water Revenue</b>				
510.6200.51201 Salary-AFSCME-Overtime	\$210.69			
510.6200.53365 Serv. Fees-Bond Issuance Cost		\$1,000.00		
<i>Reason: Not enough budgeted</i>			<b><u>\$1,210.69</u></b>	<b><u>\$1,210.69</u></b>
<b>Fund 513 OWDA Bond Retirement</b>				
513.8300.53410 County-Auditor Fees		\$23.55		
<i>Reason: Not enough budgeted</i>			<b><u>\$23.55</u></b>	<b><u>\$23.55</u></b>
<b>Fund 520 Sewer Utility Revenue</b>				
520.6300.51201 Salary-AFSCME-Overtime	\$369.83			
520.6311.51201 Salary-AFSCME-Overtime	\$214.74			
520.9800.59130 Reimb.-Shared Labor Expenses	\$2,593.00			
<i>Reason: Not enough budgeted</i>				

				<u>\$3,177.57</u>	<u>\$3,177.57</u>
<b>Fund 523 OWDA SA Bond Retirement</b>					
523.8600.53410 County-Auditor Fees			\$157.48		
<i>Reason: Not enough budgeted</i>				<u>\$157.48</u>	<u>\$157.48</u>
<b>Fund 560 Sanitation (Refuse) Revenue</b>					
560.6400.52000 Travel, Training and Education			\$65.75		
560.6400.59000 Refunds-Misc			\$60.00		
560.6400.59160 Reimb.-Direct Salary & Fringe	\$3,369				
560.6411.53300 Serv. Fees-Professional			\$16,500.00		
<i>Reason: Additional brush grinding needed</i>				<u>\$19,994.75</u>	<u>\$19,994.75</u>
<b>TOTAL FUNDS</b>	<b>\$97,475.83</b>	<b>\$256,303.57</b>	<b>\$353,779.40</b>		<b>\$353,779.40</b>

**ORDINANCE NO. 040-23**

**AN ORDINANCE AUTHORIZING THE FINANCE DIRECTOR TO MAKE APPROPRIATION TRANSFERS (TRANSFER OF APPROPRIATION 3) FROM ONE APPROPRIATION LINE ITEM TO ANOTHER APPROPRIATION LINE ITEM PURSUANT TO ORC. SECTION 5705.40 FOR THE FISCAL YEAR ENDING DECEMBER 31, 2023 AS LISTED IN EXHIBIT A; AND DECLARING AN EMERGENCY**

**WHEREAS**, the City appropriates funds by fund, department, and category of personal services and other; and,

**WHEREAS**, transfer from one appropriation item to another is necessary to provide appropriations for current expenses of the City; **Now Therefore**,

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

Section 1. That, pursuant to Section 5705.40 of the Ohio Revised Code, and this Ordinance No. 040-23, the Finance Director is hereby authorized and directed to transfer from one appropriation item to another, in the Fiscal Year ending December 31, 2023, as listed in Exhibit A, attached hereto and made a part hereof.

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 City's Revised Code of General Ordinances.

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, and for the further reason that this legislation must be in effect at the earliest possible time to assure the prompt and efficient conduct of the municipal operations related to public peace, health or safety of the City; therefore, provided it receives the required number of votes for passage as emergency legislation, it shall be in full force and effect immediately upon its passage; otherwise, it shall be in full force and effect at the earliest time permitted by law. Further, the Emergency Clause is necessary to be in effect at the earliest possible time to allow for proper payment of current expenses, and for further reasons as stated in the Preamble hereof.

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

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

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

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

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



Attest:

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Marrisa Flogaus, Clerk of Council

*I, Marrisa Flogaus, Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Ordinance No. 040-23 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the \_\_\_\_\_ day of \_\_\_\_\_, 2023; & 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.*

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*Marrisa Flogaus, Clerk of Council*

**FISCAL YEAR ENDING 2023- TRANSFER OF APPROPRIATION (No. 3 )****Ordinance Number:** 041-23

	<b><u>Amount Requested</u></b>	<b><u>Amount Received</u></b>
<b>FROM :</b> 100.1370.53810 Legal Advertising	(1,195.50)	
<b>TO :</b> 100.1370.53350 Service Fees-Consultation		1,195.50
<i>Reason: New hire expenses.</i>		
<b>FROM :</b> 100.1520.52000 Travel/Training	(400.00)	
<b>TO :</b> 100.1520.54110 Supplies-Postage Charges		400.00
<i>Reason: Insufficient Funds - Increased postage cost</i>		
<b>FROM :</b> 100.1800.52000 Travel, Training and Education	(537.95)	
<b>TO :</b> 100.1800.53340 Serv . Fees-Acting Judges		537.95
<i>Reason: Additional funds needed for the fiscal year</i>		
<b>FROM :</b> 100.1800.53345 Serv. Fees Court Appt. Attorney	(350.00)	
<b>TO :</b> 100.1800.53610 Cnt. Maint.-Buildings and Structures		350.00
<i>Reason: Additional Funds Needed to repair lock</i>		
<b>FROM :</b> 100.1900.53410 County Auditor Fees	(1,000.00)	
<b>TO :</b> 100.1900.53250 Rents and Leases		1,000.00
<i>Reason: Additional funds needed for the fiscal year</i>		
<b>FROM :</b> 100.2100.53300 Professional Services	(6,750.00)	
<b>TO :</b> 100.2103.53300 Service Fees Professional		6,750.00
<i>Reason: Unplanned Vets expense for K-9</i>		
<b>FROM :</b> 100.2103.57000 Machinery and Equip.	(1,100.00)	
<b>TO :</b> 100.2102.54230 Supplies-Fuel		1,100.00
<i>Reason: To cover the remianing years fual needs</i>		
<b>FROM :</b> 100.2200.53300 Serv. Fees-Professional	(60.00)	
<b>TO :</b> 100.2200.54200 Supplies-Operating Materials		60.00
<i>Reason: To cover the cost of an overdue bill from February</i>		
<b>FROM :</b> 100.5130.53510 Cnt. Maint.-Vehicles	(300.00)	
<b>TO :</b> 100.5130.53250 Rents and Leases		300.00
<i>Reason: Tank rentals at Airgas and Black Swamp</i>		
<b>FROM :</b> 170.1510.54110 Supplies-Postage	(100.00)	
<b>TO :</b> 170.1510.52000 Travel Training and Education		100.00
<i>Reason: Recertification Fee</i>		
<b>FROM :</b> 200.5100.53510 Cnt. Maint.-Vehicles	(170.00)	
<b>TO :</b> 200.5100.53113 Utilites-Water and Sewer		170.00
<i>Reason: Service Building high water usage</i>		
<b>FROM :</b> 220.4100.56900 Undefined Cont.	(2,000.00)	
<b>TO :</b> 220.4300.54200 Supplies-Opoperating Materials		2,000.00
<i>Reason: Additional Funds Needed</i>		
<b>FROM :</b> 220.4200.54210 Supplies-Concessions	(750.00)	
<b>TO :</b> 220.4200.54211 Supplies-Golf-Retail		750.00

**FISCAL YEAR ENDING 2023- TRANSFER OF APPROPRIATION (No. 3 )****Ordinance Number:** 041-23

	<b><u>Amount Requested</u></b>	<b><u>Amount Received</u></b>
<i>Reason: Additional Funds Needed</i>		
<b>FROM :</b> 220.4200.57200 Buildings and Improvements	(3,000.00)	
<b>TO :</b> 220.4200.54210 Supplies-Concessions		3,000.00
<i>Reason: Additional Funds Needed</i>		
<b>FROM :</b> 220.4200.57000 Machinery & Equipment	(3,000.00)	
<b>TO :</b> 220.4300.54210 Supplies-Concessions		3,000.00
<i>Reason: Additional Funds Needed</i>		
<b>FROM :</b> 220.4200.57200 Buildings and Improvements	(1,000.00)	
<b>TO :</b> 220.4200.54215 Supplie-Concessions-Beer		1,000.00
<i>Reason: Additional Funds Needed</i>		
<b>FROM :</b> 220.4200.57200 Buildings and Improvements	(500.00)	
<b>TO :</b> 220.4200.54230 Supplies-Fuel		500.00
<i>Reason: Additional Funds Needed</i>		
<b>FROM :</b> 220.4200.52010 Membership and Dues	(200.00)	
220.4200.53510 Cnt. Maint.-Vehicles	(1,000.00)	
220.4200.53600 Cnt. Maint.-City Properties	(500.00)	
<b>TO :</b> 220.4200.52000 Travel Training and Education		1,700.00
<i>Reason: Additional Funds Needed</i>		
<b>FROM :</b> 220.4300.53520 Cnt. Maint.-Equipment	(1,000.00)	
2204300.53610 Cnt. Maint.-Buildings and Structures	(1,000.00)	
<b>TO :</b> 220.4300.54210 Supplies-Concessions-Pool		2,000.00
<i>Reason: Additional Funds Needed</i>		
<b>FROM :</b> 220.43000.54200 Supplies-Operating Material	(200.00)	
<b>TO :</b> 220.4300.59000 Refunds-Misc.		200.00
<i>Reason: Additional Funds Needed</i>		
<b>FROM :</b> 220.4400.53400 Contract Services	(1,000.00)	
<b>TO :</b> 220.4200.53300 Serv. Fees-Professional		1,000.00
<i>Reason: Additional Funds Needed</i>		
<b>FROM :</b> 242.2200.57200 Buildings and Improv.	(7,500.00)	
<b>TO :</b> 242.2200.57000 Machinery and Equip.		7,500.00
<i>Reason: Reappropriating money in the fund</i>		
<b>FROM :</b> 400.5100.57400 Sidewalk Upgrades	(10,000.00)	
<b>TO :</b> 400.5100.57200 Building and Improv.		10,000.00
<i>Reason: Additional Funds Needed</i>		
<b>FROM :</b> 500.6110.57000 Machinery and Equip.	(5,000.00)	
500.6110.57600 Electric Improvements	(5,000.00)	
<b>TO :</b> 500.6110.53510 Cnt. Maint.-Vehicles		10,000.00
<i>Reason: Terex Digger Truck Repairs</i>		
<b>FROM :</b> 500.6110.54500 Supplies-Other Equip.	(400.00)	
<b>TO :</b> 500.6110.54300 Supplies-Vehicle Parts/Supplies		400.00
<i>Reason: Additional Funds Needed for hydro hoses</i>		

**FISCAL YEAR ENDING 2023- TRANSFER OF APPROPRIATION (No. 3 )****Ordinance Number:** 041-23

	<b><u>Amount Requested</u></b>	<b><u>Amount Received</u></b>
<b>FROM :</b> 500.6110.53300 Serv. Fees-Professional	(3,000.00)	
<b>TO :</b> 500.6110.54420 Supplies-Electric Overhead		3,000.00
<i>Reason: Additional Funds Needed</i>		
<b>FROM :</b> 500.6110.53610 Cnt. Main.-Buildings and Structures	(3,000.00)	
<b>TO :</b> 500.6110.54300 Supplies-Vehicle Parts/Supplies		3,000.00
<i>Reason: Hydo hose repair for bucket truck</i>		
<b>FROM :</b> 500.6110.53300 Serv. Fees-Professional	(8,000.00)	
<b>TO :</b> 500.6110.54300 Supplies-Vehicle Parts/Supplies		8,000.00
<i>Reason: Service Truck Repairs</i>		
<b>FROM :</b> 500.6110.54230 Supplies-Fuel	(820.00)	
<b>TO :</b> 500.6110.53113 Utilites-Water and Sewer		820.00
<i>Reason: Service Building high water usage</i>		
<b>FROM :</b> 500.6110.54800 Supplis-Uniforms	(2,500.00)	
<b>TO :</b> 500.6110.54500 Supplies-Other Equip.		2,500.00
<i>Reason: Climbing gear, gaffs, lineman belt</i>		
<b>FROM :</b> 500.6110.54510 Supplies-Meters	(4,000.00)	
<b>TO :</b> 500.6110.54400 Supplies-Electrical		4,000.00
<i>Reason: Additional Funds Needed</i>		
<b>FROM :</b> 500.6110.54300 Supplies-Vehicle Parts/Supplies	(400.00)	
<b>TO :</b> 500.6110.53520 Cnt. Maint.-Equip.		400.00
<i>Reason: Chipper Repair</i>		
<b>FROM :</b> 510.6210.53510 Cnt. Maint.-Vehicles	(300.00)	
<b>TO :</b> 510.6210.53113 Utilites-Water and Sewer		300.00
<i>Reason: Service Building high water usage</i>		
<b>FROM :</b> 520.6300.56900 Undefined Contingencies	(60,000.00)	
<b>TO :</b> 520.6300.57000 Machinery and Equip.		60,000.00
<i>Reason: Palmer Ditch Station Project</i>		
<b>FROM :</b> 520.6310.54200 Supplies-Operating Materials	(260.00)	
<b>TO :</b> 510.6210.53113 Utilites-Water and Sewer		260.00
<i>Reason: Service Building high water usage</i>		
<b>FROM :</b> 560.6400.53510 Cnt. Maint.-Vehicles	(75.00)	
<b>TO :</b> 560.6400.53113 Utilites-Water and Sewer		75.00
<i>Reason: Service Building high water usage</i>		
<b>FROM :</b> 560.6400.54200 Supplies-Operating Materials	(84.00)	
<b>TO :</b> 560.6400.52000 Travel, training and education		84.00
<i>Reason: Milage for CDL Training</i>		
<b>FROM :</b> 600.5200.54300 Supplies-Vehicle Parts/Supplies	(2,500.00)	
<b>TO :</b> 600.5200.54500 Supplies-Other Equip.		2,500.00
<i>Reason: Golf Cart Parts</i>		
<b>Total Transfer of Appropriation</b>	<b>----- (139,952.45)</b>	<b>----- 139,952.45</b>

## **RESOLUTION NO. 034-23**

### **A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A DONATION AGREEMENT FOR THE CONSTRUCTION OF A BASEBALL FIELD; AND DECLARING AN EMERGENCY**

**WHEREAS**, the City of Napoleon desires to have an updated baseball field constructed in the same location where the current baseball field on Glenwood Avenue is located; and,

**WHEREAS**, NM Holdings, LLC has offered to construct such a baseball field in the same location where the current baseball field on Glenwood Avenue is located; **Now Therefore**,

#### **BE IT RESOLVED by the Council of the City of Napoleon, Ohio:**

Section 1. The City Council hereby approves the construction of a baseball field as set forth as Exhibit A in the plans attached to the draft agreement attached hereto as Exhibit 1.

Section 2. With the advice and approval of the Law Director, the City Manager is authorized to execute a donation agreement for the above-referenced baseball field substantially in the form attached hereto as Exhibit 1. Further, the City Manager is authorized to execute all documents necessary for this agreement.

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

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

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

\_\_\_\_\_  
Marrisa Flogaus, Clerk of Council

*I, Marrisa Flogaus, Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Resolution No. 034-23 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the \_\_\_\_\_ day of \_\_\_\_\_, 2023; & 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.*

\_\_\_\_\_  
*Marrisa Flogaus, Clerk of Council*

## ***Glenwood Park Ball Field Improvements Project Sequence and Summary***

***Submitted by:***

***Wildcat Youth 32 Athletics***

***EIN #88-2622485***

***15015 County Rd M2***

***Napoleon OH, 43545***

8/31/23

To: City of Napoleon

Please see the following construction sequence request for renovation of Glenwood Park.

**Demolition of Existing Site:**

- The removal and disposal of all structure materials relative to fencing, dugouts, concession stand/press box, and all bleachers.

**Site Excavation:**

- Removing existing sod and dirt, +/- 4' down to proposed playing field subgrade.

**Subgrade Preparation:**

- Installing and supplying materials to run necessary underdrains for adequate field drainage. Coinciding with the drainage configuration, 6" placement of 57 stone to finalize the proposed subgrade.

**Concrete Wall and Footer Install**

- Forming and pouring complete backstop wall around the entire perimeter of the outside foul lines of the field. This work will also form out and pour 1/3 of the new dugouts.

**Concrete Flatwork:**

- Concrete to be poured outside the field of play from 1<sup>st</sup> base around behind home plate, wrapping to 3<sup>rd</sup> base. The concrete pad will be approximately 30' wide along this area.

**Turf/Field Installation:**

- Installation of proposed playing field surface.

**Fencing Work:**

- 4' fence to be installed along out field limits (homerun fence) and on top of newly poured retaining wall outlining the outfield perimeters.

**Foundation and Footer work for Press Box/Restroom:**

- Excavation and pouring of concrete footer and foundation for new press box. Along with this work the remainder of the flatwork that ties into foundation will be poured.

**Framework for Press Box/Restroom:**

- Installation of wood frame for 2-story press box and concession stand. Attached to the concession stand will be restrooms located on back side of building.

**Finish work for Press Box/Restroom:**

- Completion of press box, including all finishes to restroom and concession area. This will also include the completion of all electrical and plumbing work.

**Backstop Netting:**

- Installation of new backstop netting system that will be installed on top of concrete backstop wall.



## **Napoleon Baseball Field Donation Agreement**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 between the City of Napoleon (City), an Ohio municipal corporation, and \_\_\_\_\_, an Ohio non-profit group (Donor), collectively, the Parties.

Donor desires to construct and donate a baseball field ("the Baseball Field") to be installed on the grounds of the previous baseball field in the location as depicted on Exhibit A; and

The City is prepared to accept the donation of the Baseball Field under the terms and conditions outlined in this Agreement;

IN CONSIDERATION of the mutual covenants, conditions and agreements contained in this Agreement, it is agreed as follows:

1. *The Baseball Field.* Following execution of this Agreement, Donor will provide evidence to the City's satisfaction, that Donor has funds sufficient to construct and install the Baseball Field in conformance with the plans contained in Exhibit A, attached and by reference made a part hereof. Risk of loss will remain with Donor until final acceptance of the work by the City.
2. *Location of Donation.* The Donation will be placed in the same location as the current baseball field on Glenwood Avenue, as depicted on the site plan, attached as Exhibit A.
  - 2.1. *Funding Assurance.* City, in its discretion, may require funding assurance from Donor prior to commencement of construction at the Baseball Field grounds. Such assurance shall be in an amount sufficient to demonstrate that the Donor has the ability to complete construction and installation of the Baseball Field.
  - 2.2. *Events and Commemorations.* If Donor desires to hold any commemorative celebrations or events upon completion of the field, Donor will obtain the applicable permissions and approvals from the City for each event including but not limited to event permits.
3. *Installation.* Donor shall submit a development application, permitting and construction documents, and related information for the Baseball Field as determined necessary by the Director of Public Works to obtain any necessary permits. Donor shall be responsible for the cost of the design, construction, and installation of the Baseball Field, and all costs of landscaping, for the extension of electrical and water utilities as needed, in compliance with a mutually acceptable schedule. Work on the grounds may not commence prior to

obtaining any required permits. Time for completion shall not exceed \_\_\_\_\_ calendar days from the commencement of construction upon the grounds but in no event shall the completion date be later than \_\_\_\_\_. Baseball Field will be installed by properly licensed and bonded contractors working for or under contract with Donor in accordance with the plans and specifications prepared by a design professional as may be required by the City. Donor shall provide City with a copy of certified as-built plans upon completion of construction. Donor shall also provide the City with documentation demonstrating that any contractors or subcontractors providing materials or services for construction of the Baseball Field have been satisfactorily paid.

4. *Maintenance of the Baseball Field.* Upon completion of the installation of the Baseball Field, Donor will assign to the City any applicable warranties. The City will be responsible for the continuing maintenance of the Baseball Field. Donor shall provide City with all necessary maintenance information at or prior to completion of the Baseball Field.
5. *Utilities and Insurance.* The City will be responsible for paying for all utility services necessary to operate the Baseball Field, and for providing insurance in the same manner and to the same extent as is provided for other City property of a similar nature.
6. *Miscellaneous.*
  - 6.1. *Limited Severability.* In the event any term, condition, covenant, stipulation, agreement or provision herein contained is held to be invalid or unenforceable for any reason, the invalidity of any such term, condition, covenant, stipulation, agreement or provision shall in no way affect any other term, condition, covenant, stipulation, agreement or provision herein contained. Further, this Agreement shall be deemed automatically reformed to secure to the City the legal, equitable, practical and other benefits of the written provisions of this Agreement to the very maximum extent permitted by law.
  - 6.2. *Conflicts of Interest.* No member, official or employee of the Donor shall have any direct or indirect interest in this Agreement; nor participate in any decision relating to the Agreement that is prohibited by law.
  - 6.3. *No Partnership.* This Agreement and the transactions and performances contemplated herein shall not create any sort of partnership, joint venture or similar relationship between the Parties.
  - 6.4. *Indemnification and Insurance.* At the time of permitting, the City may require execution of the following indemnification provisions; To the fullest extent permitted by law, Donor, its successors, assigns and guarantors, shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling

expense, related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or in part by Donor relating to Baseball Field creation, installation, or maintenance, or other Donor work or services in the performance of this Agreement, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Donor's or Subcontractor's employees. The above defense, indemnity, and hold harmless obligations do not apply to claims resulting from the sole negligence of the City.

6.4.1. All contractors working on or near City property shall be subject to approval by the City. In addition, such contractors shall be required to show proof of insurance naming the City, its officers, directors, and employees as additional insureds in an amount and form satisfactory to the City Manager.

6.5. *Notices.* Notices shall be given in writing, personally served upon the other party or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed to:

If to City:       City Manager  
                          City of Napoleon  
                          255 W. Riverview Ave.  
                          Napoleon, OH 43545

If to Donor       \_\_\_\_\_

                          \_\_\_\_\_

                          \_\_\_\_\_

or to such other street address within Henry County, Ohio as may be designated by the Parties in writing from time to time. Notices to the Donor may be hand delivered. In the event of any service by mail, as aforesaid, service of any notice shall be deemed to be complete forty-eight (48) hours after the notice is deposited in the United States mail.

6.6. *Time of Essence.* Time is of the essence of each and every provision of this Agreement. Any actions due on Saturday, Sunday or an Ohio legal holiday shall be due on the next succeeding day that is not a Saturday, Sunday or an Ohio legal holiday.

6.7. *Invalid Provisions.* In the event any term, condition, covenant, stipulation, agreement or provision herein contained is held to be invalid or unenforceable for any reason, the invalidity of any such term, condition, covenant, stipulation, agreement or provision shall in no way affect any other term, condition, covenant, stipulation, agreement or provision herein contained.

- 6.8. *Paragraph Headings.* The paragraph headings contained herein are for convenience in reference and not intended to define or limit the scope of any provision of this Agreement.
- 6.9. *Attorneys' Fees.* In the event any action or suit or proceeding is brought by either Party to collect any fees due or to become due hereunder or any portion hereof or to enforce compliance with this Agreement or for failure to observe any of the covenants of this Agreement or to vindicate or exercise any of such Party's rights or remedies hereunder, the other Party agrees to pay the nonperforming Party all costs of such action or suit and all expenses of such action or suit together with such sum as the Court may adjudge reasonable as attorneys' fees to be allowed in said suit, action or proceeding.
- 6.10. *No Third Party Beneficiaries.* No person or entity shall be a third party beneficiary to this agreement.
- 6.11. *Exhibits.* All Exhibits specifically stated to be attached hereto are incorporated into this Agreement by this reference.
- 6.12. *Integration.* This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement, understanding, negotiation or representation regarding the subject matter of this Agreement.
- 6.13. *Further Assurances.* Each Party agrees to do such further acts and things and to execute and deliver such additional agreements and instruments as the other Party may reasonably require to consummate, evidence, confirm or carry out the agreement contained herein.
- 6.14. *Principles of Construction.* Whenever the context of this Agreement requires, the singular shall include the plural, and the masculine shall include the feminine. This Agreement shall be construed according to its plain meaning and neither for nor against either Party hereto.
- 6.15. *Choice of Law.* This Agreement shall be governed by the laws of the State of Ohio. Proper venue for any action regarding this Agreement shall be Henry County.
- 6.16. *Amendments.* All amendments, modifications revisions or additions to this Agreement must be in writing and signed by the Parties.
- 6.17. *Approvals and Inspections.* All approvals, reviews and inspections by the City under this Agreement or otherwise are for the City's sole benefit and not for the Donor's benefit.
- 6.18. *Authority.* The Parties represent and warrant to one another that the undersigned have full power and authority to enter into the Agreement on behalf of the entity for which each has signed and that all necessary actions have been taken to give full force and effect to this Agreement.

6.19. *Tax Consequences.* Donor may retain a copy of this Agreement as evidence of the donation. The City, however, makes no representation or warranties as to any tax benefits or other consequences that Donor may have as a result of this donation and Donor is not relying on any of the same.

6.20. *No Promise of Future Benefits.* Donor further acknowledges that this donation is made for altruistic purposes and Donor is not relying on any express or implied promise or expectation of any favorable or preferential treatment by the City Council, City Staff or any Boards or Commissions. City accepts this donation, acknowledges that said donation is made for altruistic purposes, and enters into this agreement having made it clear to Donor that City will not give any favorable or preferential treatment to Donor in the conduct of City business.

EXECUTED as of the date first given above.

***City of Napoleon, Ohio:***

\_\_\_\_\_  
J. Andrew Small, City Manager  
Resolution No. 034-23

\_\_\_\_\_  
Date

***Attest to authenticity:***

\_\_\_\_\_  
Kevin Garringer, Finance Director

\_\_\_\_\_  
Date

***Approved as to form and correctness:***

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

\_\_\_\_\_  
Date

***Donor:***

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date

***Donor:***

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date

**ORDINANCE NO. 036-23**

**AN ORDINANCE AMENDING A SECTION OF THE CITY OF  
NAPOLEON, OHIO CODIFIED ORDINANCES, SPECIFICALLY  
PART I, CHAPTER 143, SECTION 143.06, "A CITY OF  
NAPOLEON, OHIO FIRE AND RESCUE FEE SCHEDULE;" AND  
DECLARING AN EMERGENCY**

**WHEREAS**, this Council passed Ordinance No. 058-17 on October 16, 2017, creating and enacting Chapter 143, Section 143.06 of Part One of the Codified Ordinances of the City of Napoleon, Ohio Fire and Rescue Fee Schedule; and,

**WHEREAS**, this Council passed Ordinance No. 074-17 on December 4, 2017, amending the Fire and Rescue Fee Schedule; and,

**WHEREAS**, the City of Napoleon Safety and HR Committee of Council met on August 28, 2023 with the Napoleon Fire Chief; and,

**WHEREAS**, the City of Napoleon Safety and HR Committee of Council and the Napoleon Fire Chief now desire and recommend that modifications be made to said Fee Schedule; and,

**WHEREAS**, this Council has considered the recommendation of the Finance and Budget Committee and Fire Chief, and now deems appropriate the requested changes;

**Now Therefore,**

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

**Section 1.** That, upon recommendation of the City of Napoleon Safety and HR Committee and City of Napoleon Fire Chief, the City hereby adopts the following amended schedule of fees, listed in this Ordinance below, for services rendered by Napoleon Fire & Rescue, to be known as the Napoleon Fire & Rescue Fee Schedule, in accordance with current County of Henry, State of Ohio fees.

**Section 2.** That Part One, Administrative Code, Title Five, Administrative, Chapter 143, Fire/Rescue Department, Section 143.06, Fee Schedule, be amended to read as follows:

**143.06 Fee Schedule**

**The City of Napoleon hereby adopts and establishes a schedule of fees for services rendered by Napoleon Fire and Rescue as follows:**

Service	Type	Description	Cost per Hour or Incident
Education	Public Education	CPR/includes AED	\$45.00/person
Education	Public Education	CPR/First Aid/AED	\$75.00/person
Education	Public Education	CPR	\$9.00/high school

Education	Public Education	Fire Extinguisher	student Free
Education	Public Education	Use of Fire Safety Trailer (out of County)	\$150.00
Education	Training Facility	Use of building – no burn (out of County Departments)	\$50.00/hour
Education	Training Facility	Use of building and Bullex Fire Simulator	\$55.00/hour
Education Education	Training Facility Training Facility	Use of building – live burn Ignition Officer (Live Fire Only)	\$60.00/hour \$50.00/hour
Education	Training Facility	Lead Instructor	\$50.00/hour
Education	Training Facility	Assistant instructor	\$35.00/hour
Education	Training Facility	Safety Officer (required for ALL use of building)	\$50.00/hour
Education	Training Facility	Vehicle Fire (up to 2 cars)	\$50.00/hour
Education	Training Facility	Vehicle Extrication (up to 2 cars)	\$50.00/hour
Education	Training Facility	Fire Engine	\$125.00/hour
Education	Training Facility	Ladder Truck	\$150.00/hour
Public Relations	Stand by	Football Game	\$100.00/game
Inspection	Fire Prevention	Initial Fire Inspection	Free
Inspection	Fire Prevention	Re-Inspection	Free
Inspection	Fire Prevention	Third Inspection	\$50.00
Inspection	Fire Prevention	All subsequent re-inspections	Increase by \$50.00/inspection
False Alarm	Incident Response	Third False Alarm (Commercial)	\$250.00
False Alarm	Incident Response	Fourth False Alarm (Commercial)	\$500.00
False Alarm	Incident Response	Fifth False Alarm (Commercial)	\$750.00
False Alarm	Incident Response	Third False Alarm (Residential)	\$100.00
False Alarm	Incident Response	Fourth False Alarm (Residential)	\$200.00
False Alarm	Incident Response	Fifth False Alarm (Residential)	\$300.00
Hazardous Materials	Incident Response	Hazardous Materials spills greater than 25 gallons or waterway involved	Itemized
Hazardous Materials	Incident Response	Engine/Pumper	<del>\$125.00/hour</del> \$150.00/hour
Hazardous Materials	Incident Response	Ladder Truck	<del>\$150.00/hour</del> \$200.00/hour
Hazardous Materials	Incident Response	Tender	<del>\$50.00/hour</del> \$150.00/hour

Hazardous Materials	Incident Response	EMS Transport Vehicle (does not include transport fee)	\$100.00
Hazardous Materials	Incident Response	Hazardous Materials (trailer and pick up)	<del>\$150.00/incident</del> \$200.00/incident
Hazardous Materials	Incident Response	Support Vehicle (secondary unit needed by IC)	<del>\$10.00/hour or actual cost</del> \$50.00/hour or actual cost
Hazardous Materials	Incident Response	Decontamination	\$200.00/incident
Hazardous Materials	Incident Response	Incident Commander	<del>\$35.00/hour (each)</del> \$55.00/hour (each)
Hazardous Materials	Incident Response	Operations Officer	<del>\$25.00/hour (each)</del> \$45.00/hour (each)
Hazardous Materials	Incident Response	Support Staff	<del>\$15.00/hour (each)</del> \$35.00/hour (each)
Hazardous Materials	Incident Response	Fire and EMS Personnel (on scene and standby)	Actual hourly rate (each)
Hazardous Materials	Incident Response	Other Personnel and Government Employees	Actual hourly rate (each)
Hazardous Materials	Incident Response	Station fees (if utilized as part of the operation)	\$200.00 first hour; \$25.00 after \$500.00 maximum
Hazardous Materials	Incident Response	Supplies	Charged at replacement cost
Hazardous Materials	Incident Response	Administrative fees	15% of total billing

**Section 3.** 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 4.** 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 5.** This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City and for the further reason that this Ordinance is required to be in effect at the earliest possible time to allow for emergency services to be rendered in a timely manner, emergency services also utilized by the City inhabitants when needed outside the City's jurisdictional boundaries; therefore, provided it receives the required number of votes for passage as



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

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

\_\_\_\_\_  
Joseph Bialorucki, Council President

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

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

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

Attest:

\_\_\_\_\_  
Marrisa Flogaus, Clerk of Council

*I, Marrisa Flogaus, Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Ordinance No. 036-23 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the \_\_\_\_\_ day of \_\_\_\_\_, 2023; & 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.*

\_\_\_\_\_  
*Marrisa Flogaus, Clerk of Council*

## **RESOLUTION NO. 037-23**

### **A RESOLUTION APPROVING AN AMENDMENT TO CURRENT SPOUSAL COVERAGE IN THE HEALTH INSURANCE PREMIUMS; AMENDING RESOLUTION NO. 033-20; AND DECLARING AN EMERGENCY**

**WHEREAS**, Section 197.15 (a) (2) of the Codified Ordinances (Personnel Code) provides that: Subject to reasonable cost containment measures, the City provides group hospitalization, surgical, and extended medical benefits for each full-time regular employee in accordance with the benefit schedule provided in the City's plan as on file in the office of the City Finance Director marked "City of Napoleon Health Benefit Plan (#HBP-1)" and as may be amended from time to time by Resolution of Council. The City of Napoleon Health Benefit Plan (#HBP-1) shall include covered services, co-pays, and premium contribution; and,

**WHEREAS**, the Health Care Cost Committee has recommended to City Council that, spousal coverage monthly surcharge be decreased from one hundred dollars (\$100) to fifty dollars (\$50) for the year 2024; and,

**WHEREAS**, the Health Care Cost Committee has also recommended to City Council that, beginning January 1, 2024, the City of Napoleon shall continue to follow BORMA's 2022 Wellness Campaign; **Now Therefore**,

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

Section 1. That, upon recommendation of the Health Care Cost Committee, in the year 2023 and for the year 2024, this Council continues approval of Resolution No. 033-20, approving a fifty dollar (\$50.00) monthly surcharge to employees' health insurance premiums starting January 1, 2024 to employees that do not complete a wellness check and also to employees' health insurance premiums whose spouse does not complete a wellness check as appropriate, by a licensed physician prior to a date certain to be determined. Further, employees and spouses that complete the wellness check during the dates recommended by the Health Care Cost Committee and approved by this Council, and turn in the Preventative Care Physician form by a date certain, will not be assessed a surcharge to the employee's insurance premium. New employees will be afforded an opportunity to get a wellness check in their first year prior to getting assessed a surcharge.

Section 2. That, also upon recommendation of the Health Care Cost Committee, in the year 2023 for the year 2024, this Council approves the monthly spousal coverage premium surcharge for any spouse covered by the City of Napoleon employee health plan to be fifty dollars (\$50). This premium surcharge will apply only to a spouse covered by the City of Napoleon employee health plan of which the spouse's employer offers a group health plan and the covered spouse is eligible for coverage under his or her employer's group health plan.

Section 3. That, also upon recommendation of the Health Care Cost Committee, in the year 2023 and for the year 2024, this Council approves continuing to follow BORMA's wellness campaigns.

Section 4. That, all other provisions of the BORMA Benefit Plan shall remain in full force and effect, including current plans, voluntary plans, and out-of-pocket in network deductible.

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

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

Section 8. That, this Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health or safety of the City and its inhabitants, therefore, provided it receives the required number of votes for passage as emergency legislation, it shall be in full force and effect immediately upon its passage; otherwise, it shall be in full force and effect at the earliest time permitted by law. Further, the Emergency Clause is necessary to effectuate the stated surcharge in a timely manner which affects the public peace, health, and safety accessible to our citizens, and for further reasons as stated in the Preamble hereof.

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

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

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

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

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

Attest:

\_\_\_\_\_  
Marrisa Flogaus, Clerk of Council

*I, Marrisa Flogaus, Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Resolution No. 037-23 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the \_\_\_\_\_ day of \_\_\_\_\_, 2023; & 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.*

\_\_\_\_\_  
Marrisa Flogaus, Clerk of Council

Proposed January 1, 2024		Employer		Employee		
BORMA - Standard Plan 2	2023 Monthly Premium	ER %	EMPLOYER Cost Share Monthly	EE %	EMPLOYEE Cost Share Monthly	EE - 24 Deductions
Single	\$822.01	87.50%	\$719.26	12.50%	\$102.75	\$51.38
Employee + Spouse	\$1,644.02	87.50%	\$1,438.52	12.50%	\$205.50	\$102.75
Employee + Child(ren)	\$1,479.62	87.50%	\$1,294.67	12.50%	\$184.95	\$92.48
Family	\$2,466.03	87.50%	\$2,157.78	12.50%	\$308.25	\$154.13

BORMA - Standard Plan 3	2023 Monthly Premium	ER %	EMPLOYER Cost Share Monthly	EE %	EMPLOYEE Cost Share Monthly	EE - 24 Deductions
Single	\$795.50	87.50%	\$696.06	12.50%	\$99.44	\$49.72
Employee + Spouse	\$1,590.98	87.50%	\$1,392.11	12.50%	\$198.87	\$99.44
Employee + Child(ren)	\$1,431.89	87.50%	\$1,252.90	12.50%	\$178.99	\$89.49
Family	\$2,386.49	87.50%	\$2,088.18	12.50%	\$298.31	\$149.16

Effective January 1, 2024		Employer		Employee		
BORMA - Standard Plan 8 HSA	2022 Monthly Premium	ER %	EMPLOYER Cost Share Monthly ****	EE %	EMPLOYEE Cost Share Monthly	EE - 24 Deductions
Single	\$715.95	87.50%	\$726.46	12.50%	\$89.49	\$44.75
Employee + Spouse	\$1,431.89	87.50%	\$1,418.90	12.50%	\$178.99	\$89.49
Employee + Child(ren)	\$1,288.70	87.50%	\$1,293.61	12.50%	\$161.09	\$80.54
Family	\$2,147.84	87.50%	\$2,045.36	12.50%	\$268.48	\$134.24

\*\*\*\* The amount listed for the Single Employee on plan 8 has the \$100 Employer Contribution added. At the end of the year this would mean the Employer Contribution into the HSA would be \$1,200.00  
 a amount listed for the Employee + Spouse, Employee +Child(ren), and Family on plan 8 has the \$166 Employer Contribution added. At the end of the year this would mean the Employer Contribution into the HSA would be \$:



# City of Napoleon, Ohio

## Department of Public Works

255 West Riverview Avenue, P.O. Box 151

Napoleon, OH 43545

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

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

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

## Memorandum

**To:** J. Andrew Small, City Manager  
**From:** Chad E. Lulfs, P.E., P.S., Director of Public Works  
**cc:** Mayor & City Council  
Brian Okuley, Operations Superintendent  
Roxanne Dietrich, Administrative Assistant  
Marrisa Flogaus, Clerk  
**Date:** September 26, 2023  
**Subject:** Third Street Sanitary Sewer Improvements ~  
Approval of Plans & Bid Documents

The City of Napoleon's Engineering Department requests approval to proceed with advertising the above referenced project for bids. The project consists of construction of a new sanitary sewer on Third Street from Williams Street to Meekison Street, along with new sanitary sewer taps to each property. This project will replace the large brick sanitary sewer on Third Street, as well as existing clay sanitary sewer mains that currently serve this area. At the completion of the sewer work, the street will be resurfaced.

Engineer's Estimate: \$680,000.00

O.P.W.C. Grant: \$325,000.00

The completion date for this project is May 25, 2024.

*CEL*



# *City of Napoleon, Ohio*

## *Parks and Recreation Department*

255 West Riverview Avenue, P.O. Box 151

Napoleon, OH 43545

Telephone: (419) 592-4010 Fax: (419) 592-8955

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

## *Memorandum*

**To:** J. Andrew Small, City Manager  
**From:** Tony Cotter, Parks and Recreation Director  
**cc:** Roxanne Dietrich, Admin Asst.  
**Date:** September 28, 2023  
**Subject:** Trick or Treat Night Recommendation

At last evening's meeting, the Parks and Recreation Board passed a unanimous motion to recommend that Trick or Treat Night in Napoleon be held on Tuesday, October 31 from 6:00 -7:30 pm.

Please let me know if you have any questions or would like additional information.