

November

2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3 6:15 pm Tech & Comm Committee-canceled 7:00 pm City Council	4	5	6	7 8:00 am Budget Meetings	8 8:00 am Budget Meetings
9	10 6:30 pm Electric Comm.- canceled 6:30 pm BOPA-canceled 7:00 pm Water & Sewer Comm.- canceled 7:30 Municipal Prop.Comm.-canceled	11 VETERANS DAY OFFICE WILL BE CLOSED	12 9:00 am Privacy Comm. 4:30 pm BZA - canceled 5:00 pm Planning Commission - canceled	13 4:30 pm Civil Service	14	15
16	17 6:00 pm Tree Comm.- canceled 6:00 pm Parks & Rec Comm.-canceled 7:00 pm City Council	18	19	20	21	22
23	24 6:00 Finance & Budget Comm. 7:30 Safety & Human Resources Comm.	25	26 6:30 pm Parks & Rec Board	27 THANKSGIVING OFFICE WILL BE CLOSED	28	29
30						



City of Napoleon, Ohio

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

Memorandum

To: Tree Commission, City Council, Mayor, City Manager, City Finance Director, City Law Director, Department Supervisors, News-media
From: Ann Harper, Clerk
Date: November 14, 2025
Subject: Tree Commission Meeting Canceled

The regularly scheduled meeting of the Tree Commission for Monday, November 17, 2025 at 6:00 pm has been CANCELED due to lack of agenda items.



City of Napoleon, Ohio

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Memorandum

To: Parks and Recreation Committee
cc: Mayor and City Council, City Manager,
City Finance Director, Law Director,
Department Supervisors, News Media
From: Ann Harper, Clerk
Date: November 14, 2025
Subject: Parks and Recreation Committee-Cancelation

The regularly scheduled meeting of the Parks and Recreation Committee for Monday, November 17, 2025, at 6:00 pm has been **CANCELED** due to lack of agenda items.

City of Napoleon, Ohio

CITY COUNCIL

MEETING AGENDA

Monday November 17, 2025, 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. 2026 City of Napoleon Mayor Budget Presentation

E. Approval of Minutes (in the absence of any objections or corrections, the minutes shall stand approved)
November 3, 2025, Regular Council Meeting Minutes

F. Citizen Communication

G. Reports from Council Committees

1. The Finance and Budget Committee along with the City Council met for the Annual Budget Review on November 7, 2025, and November 8, 2025.
2. The Electric Committee did not meet on November 10, 2025, due to a lack of agenda items.
3. The Water and Sewer, Refuse, Recycling and Litter Committee did not meet on November 10, 2025, due to a lack of agenda items.
4. The Municipal Properties, Buildings, Land Use and Economic Development Committee did not meet on November 10, 2025, due to a lack of agenda items.
5. The Parks and Recreation Committee did not meet on November 17, 2025, due to a lack of agenda items.

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

1. The Board of Public Affairs did not meet on November 10, 2025, due to a lack of agenda items.
2. The Privacy Committee met on November 12, 2025, and discussed:
 - a. Review Policies/Procedures for Identity Theft Protection
3. The Planning Commission did not meet on November 12, 2025, due to a lack of agenda items.
4. The Board of Zoning Appeals did not meet on November 12, 2025, due to a lack of agenda items.
5. The Civil Service Commission met on November 13, 2025, and discussed:
 - a. Temporary Full-Time Firefighter/Paramedic appointment
 - b. Full-Time Fire Department Opening
 - c. Approval to open the continuous list January 1, 2026, for Firefighter/EMT/Paramedic
 - d. Approval to open the continuous list January 1, 2026, for Patrol Officer
6. The Tree Commission did not meet on November 17, 2025, due to a lack of agenda items.

I. Introduction of New Ordinances and Resolutions

1. **Resolution No. 044-25**, A Resolution authorizing the City Manager to execute any and all documents necessary to acquire 1.262 acres of land, more or less, located within the City of Napoleon, Ohio; and declaring an Emergency.
2. **Ordinance No. 046-25**, An Ordinance establishing the appropriation measure (budget) of the City of Napoleon, Ohio for the fiscal year ending December 31, 2026, listed in Exhibit A; and declaring an

Emergency.

3. **Resolution No. 047-25**, A Resolution authorizing the Finance Director to transfer certain fund balances from respective funds to other funds per ORC. Section 5705.14 on an as needed basis in fiscal year 2026, listed in Exhibit A; and declaring an Emergency.
4. **Ordinance No. 048-25**, An Ordinance amending the allocation of funds as found in Sections 193.11 and 194.013 of the Codified Ordinances of the City of Napoleon, Ohio; and declaring an Emergency.
5. **Ordinance No. 049-25**, An Ordinance apportioning the expenses incurred including wages, salaries and fringe benefits of the Mayor, Council, and various other departments of the City of Napoleon which are not otherwise directly charged to special and/or capital projects among various accounts effective January 1, 2026; and declaring an Emergency.
6. **Ordinance No. 050-25**, An Ordinance establishing a new position classification pay plan for employees of the City of Napoleon, Ohio for the year 2026; repealing Ord. No. 041-24; and declaring an Emergency
7. **Resolution No. 051-25**, A Resolution authorizing a contribution to the Community Improvement Corporation of Henry County, Ohio, in and for the year 2026; and declaring an Emergency
8. **Resolution No. 052-25**, A Resolution authorizing the expenditure of funds and authorizing a department director to take bids on certain projects, services, equipment, materials, or supplies without the requirement for additional legislation to do so in the year 2026; and declaring an Emergency
9. **Resolution No. 053-25**, A Resolution authorizing expenditure of funds in excess of fifty thousand dollars (\$50,000) in and for the year 2026 as it relates to reoccurring costs associated with the operation of the City, for payment of expenses, and for purchases associated with vendors utilized by multiple departments within the City; elimination of necessity of competitive bidding in and for the year 2026 as it relates to certain transactions; and declaring an Emergency.

J. Second Reading of Ordinances and Resolutions

1. **Resolution No. 045-25**, a Resolution approving the provisions of a certain collective bargaining agreement between the City of Napoleon, Ohio, and American Federation of State, County, and Municipal Employees, AFL-CIO Local 3859 for the term commencing from December 1, 2025, through December 31, 2028, authorizing the City Manager to execute the same and declaring an Emergency.

K. Third Reading of Ordinances and Resolutions

1. **Ordinance No. 041-25**, an Ordinance approving the execution of an Efficiency Smart Schedule with American Municipal Power, Inc.; and declaring an Emergency.
2. **Resolution No. 043-25**, a Resolution approving the provisions of a certain Collective Bargaining Agreement No. 2016-MED-08-0802 between the City of Napoleon and Local 240 Napoleon Police Officers Association IUPA, AFL-CIO for the term commencing from December 1, 2025, through November 30, 2026; authorizing the City Manager to execute the same; and declaring an Emergency.

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


1. Discussion/Action: Approval of the Power Supply Cost Adjustment Factor for November 2025 as PSCA 3-month averaged factor \$0.01217 and JV2 \$0.052742
2. Discussion/Action: Small County Fire Department Grant through the Ohio Department of Commerce. Up to \$50,000.00

3. Discussion/Action: 2026 Fire Department Equipment Grant through the Division of State Fire Marshals Office. Up to \$15,000.00.
4. Discussion/Action: Request approval of the specifications to bid chemicals for the Water Treatment and Wastewater Treatment Plants for FY2026.

M. Executive Session (As May be Needed)

N. Approve Payments of Bills and Financial Reports (In the absence of any objections or corrections, the payment of bills and Financial Reports shall stand approved).

O. Adjournment



Ann Harper, Clerk of Council

A. ITEMS REFERRED OR PENDING IN COMMITTEES OF COUNCIL

1. Technology & Communication Committee (1st Monday)

(Next Regular Meeting: Monday, December 1, 2025 @ 6:15 pm)

2. Electric Committee (2nd Monday)

(Next Regular Meeting: Monday, December 8, 2025 @ 6:30 pm)

- a. Review of Power Supply Cost Adjustment Factor for December 2025
- b. Electric Department Report

3. Water, Sewer, Refuse, Recycling & Litter Committee (2nd Monday)

(Next Regular Meeting: Monday, December 8, 2025 @7:00 pm)

4. Municipal Properties, Buildings, Land Use & Economic Development Committee (2nd Monday)

(Next Regular Meeting: Monday, December 8, 2025 @7:30 pm)

- a. Review of the Yard Waste Site Rules
- b. State Championship Signs

5. Parks & Recreation Committee (3rd Monday)

(Next Regular Meeting: Monday, November 17, 2025 @6:00 pm)

6. Finance & Budget Committee (4th Monday)

(Next Regular Meeting: Monday, November 24, 2025 @6:00 pm)

7. Safety & Human Resources Committee (4th Monday)

(Next Regular Meeting: Monday, November 24, 2025 @7:30 pm)

8. Personnel Committee (as needed)

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

1. Board of Public Affairs (2nd Monday)

(Next Regular Meeting: Monday, December 8, 2025 @6:30 pm)

- a. Review of Power Supply Cost Adjustment Factor for December 2025
- b. Electric Department Report
- c. Review Yard Waste Site Rules

2. Board of Zoning Appeals (2nd Tuesday)

(Next Regular Meeting: Tuesday, December 9, 2025 @4:30 pm)

3. Planning Commission (2nd Tuesday)

(Next Regular Meeting: Tuesday, December 9, 2025 @5:00 pm)

4. Tree Commission (3rd Monday)

(Next Regular Meeting: Monday, January 17, 2026 @6:00 pm)

5. Civil Service Commission (4th Tuesday)

(Next Regular Meeting: Tuesday, November 25, 2025 @4:30 pm)

6. Parks & Recreation Board (Last Wednesday)

(Next Regular Meeting: Wednesday, November 26, 2025 @6:30 pm)

7. Privacy Committee (2nd Tuesday in May & November)

(Next Regular Meeting: Tuesday, May 12, 2026 @10:30 am)

8. Records Commission (2nd Tuesday in June & December)

(Next Regular Meeting: Tuesday, December 09, 2025 @ 8:15am)

9. Housing Council (1st 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, November 3, 2025, at 7:00 pm

Present

Council Members	Ross Durham-Council President, Brittany Schwab-Council President Pro-Tem, Robert L. Weitzel, Tom Weaver, Jordan McBride, Dr. Dave Cordes
Mayor	Joseph Bialorucki
City Manager	Lori Siclair
Finance Director	Kevin Garringer
Law Director	Billy Harmon
Clerk of Council	Ann Harper
City Staff	Edward Legg - Police Chief, Chad Lulfs - Public Works Director
Others	News-Media, Cynthia Meyers, Roger Weirauch
Absent	Joe Bialorucki, Ken Haase

Call to Order

Council President Durham 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

In the absence of any objections or corrections, the minutes from the October 20, 2025, meeting were approved as presented.

Citizen Communication

Roger Weirauch: I got a problem with Schultheis, and I got proof that he can't read the tape. I'd like you to look it over, the alley says it's 166 wide and my daughter is building the end of East Main with big stones. I can't get my truck down through it. And Schultheis won't bring a tape measurer to measure it. And the surveyor station is there. I'd like somebody to look at it and see what they come up with. I've been here two or three times over this same deal. And there's a tree. It was planted. I didn't plant it. It's just a little tree that I keep trimming. Schultheis told me that I've got to cut it down. Well, I was told if I cut a tree down on city property, I could get a fine. So, I would like to have one of you to actually look at the paperwork and see what I am not reading. That is a law in the city got to be you can't build on city property. And she's got a fence out on city property on the back. She put a chain link fence and the front she's putting rocks out there now. I can't get my truck down through there. So, what do I do? He's got the papers there. I mean you just can look at them. I gave them to Schultheis, and he threw them in my face. Now is that a code inspector? I'm asking and I want a true answer. Durham: I'm sorry sir. What did you say your name was again? Weirauch: Huh? Durham: What did you say your name was? I'm so sorry. Weirauch: Roger. Schultheis looked at it three times. I see down the alley. I can't get my truck down the alley. Is there a problem? It's 166 wide. He's got my papers. He can actually pass them around and you see what the width is. Durham: Yes, sir. Weirauch: Supposed to be, but it isn't. And we can pile rock right in the alley. Put a red reflector. That's illegal. I guess it's sitting on the city alley right of way. So, what do I do? Where do I go next? I've been down here three times already. Durham: Weirauch, let me have you do this. Can I have you write your contact information on that sheet right in front of you on that podium? Weirauch: Do what? Garringer: Write down your address and phone number, Weirauch. Write your name and address or do you want me to write it for you? Weirauch: Yeah, if you will, please. Garringer: Your address. Weirauch, huh? Our address? Oh, the address of the rental property. The rental is 315 East Main. And our address is 305 Sheffield. We sold the property to our daughter and her husband. Garringer: What's your phone number? Weirauch: 419-592-0097. And the next thing I want to bring up, the house got hit. This has been a good many years ago. He said, well, I was the code inspector. Oh, was he a code inspector? It was 1973. Was he a code inspector in 1973? Garringer: No. Weirauch: I don't think so either. Then turn around, three, four years later, I came up and they told me I had to get a

hold of the building inspector. They told me to redo the house. About four years later, somebody hit the garage after my daughter put that chain link fence up. Schultheis told me well, I was the code inspector. Now, wait a minute. You aren't old enough to be the code inspector at that time. He may have been a police officer, but being a code inspector, whose chain is he trying to pull. Durham: Weirauch, let me do this. Let me get with our City Manager. I don't believe you've spoken with Siclair yet. So, let me get with Siclair. We'll see what we can do. And since we have your contact information, one of us will reach out to you and see what we can do for you, okay? Weirauch: What are we doing? Garringer: They will reach out to you sometime this week and try to help you out with your concerns. Weirauch: Okay. Durham: Is it okay if I keep these papers? Weirauch: Yes, it is. Durham: All right. Weirauch: I went to the courthouse and got them. I gave them to show Schultheis and he threw them at my face. I said, now, how can you put rocks in the mouth of the alley if that cement is city property? Durham: Okay. Weirauch: And he just folded them up and threw them in my face. Now, you aren't going to wad them up and throw them at my face, are you? Durham: Of course not, no sir. Weirauch: Is that how it works? He's going to own a steel tape to measure. Durham: All right. We've heard your concern. Let me discuss it with our City Manager and we'll get back to you, okay? Weirauch: the surveyor station. You see both of them. Durham: Weirauch, we're going to have to move on, but I appreciate you coming in. Weirauch: okay. Durham: Yes sir. Thank you so much.

Reports from Council Committees

The Finance and Budget committee did not meet on October 27, 2025, due to a lack of agenda items.

The Safety and Human Resources committee met on October 27, 2025. McBride: we discussed the Personnel and Employee Handbook Combination. It's an exhilarating read if anybody's interested. And we also have a recommendation for a wage adjustment of the part-time Deputy Court Clerk from \$18.88 to \$23.63.

The Technology and Communications Committee did not meet November 3, 2025. due to lack of agenda items.

Executive Session (discussion around collective bargaining strategies)

Motion: Schwab

Second: McBride

To enter Executive Session for the discussion around collective bargaining strategies at 7:08 pm

Roll call vote on above motion

Yays- McBride, Weaver, Cordes, Schwab, Durham, Weitzel

Nays-

Yays- 6. Nays- 0. Motion Passed

Motion: Weitzel

Second: Schwab

To come out of Executive Session for collective bargaining strategy at 7:17 pm

Roll call vote on above motion

Yays- McBride, Weaver, Cordes, Schwab, Durham, Weitzel

Nays-

Yays- 6. Nays- 0

Durham stated no action taken

Introduction of new Ordinances and Resolutions

Resolution No. 045-25

Council President Durham read by title Resolution No. 045-25, a Resolution approving the provisions of a certain collective bargaining agreement between the city of Napoleon, Ohio, and American Federation of State, County, and Municipal Employees, AFL-CIO Local 3859 for the term commencing from

Ordinance No. 037-25

Motion: Schwab Second: Weitzel
To approve Third read of Ordinance No. 037-25

Yeas – 6 Nays – 0. Motion passed

Motion: Schwab
To approve Third read of Ordinance No. 038-25

Sicclair: I think I'll give this to Garringer. Garringer: I'll take this one, Council President. This is the third and final read of the Electric Rules 12 and 26 of the changes that we've discussed beforehand. This allows us to uniform our rules now that we have an AMI system throughout the city and it just updates some of our policies that we could use electronic connection if they signed up for it rather than just by mail.

Durham: Thank you, Garringer. Any questions from Council?

Yeas - 6 Nays - 0. Motion passed

Motion: Schwab
To approve Third read of Resolution No. 040-25

4

Roll call vote on the above motion

Yeas – McBride, Weaver, Cordes, Schwab, Durham, Weitzel

Nays-

Yeas – 6 Nays – 0. Motion passed

Good of the City (discussion/action)

Direct the Law Director to draft legislation for the purchase of property for the Maumee River Waterline Crossing.

Siclair: Thank you, Council President, I have our Public Works Director here tonight. He can fill you in a little bit more about this property acquisition. Lulfs: Yes, I believe I've brought this previously, but we've come to an agreement with property owner for the project where we're going to replace the water line under the river. The crossing will take place on the southwest portion of the town crossing into the county on County Road Z on the property owned by Jack Shoemaker. We have agreed to purchase amount for the property as well as for crop damage as well as a temporary easement and also for his legal costs. The negotiated price for that property is \$28,000.00. That includes a little over one and a quarter acre that we would take ownership of and approximately one acre of a temporary easement that would expire at the conclusion of the project. The property in question is 25 feet wide by approximately 2,000 feet long. It extends from County Road Z to the riverbank and that's where we will drill and come up under the river. Obviously with any type of property acquisition that would take action from Council. I have received an approval from the County Planning Commission. So, if we're able to get the legislation put together, we'll be able to complete this purchase with the Shoemaker family. Durham: Awesome. Thank you, Lulfs. Lulfs: Yep. Durham: All right. Exciting stuff. Any questions or comments from Council?

Motion: Weitzel

Second: Schwab

To direct the Law Director to draft legislation

Roll call vote on above motion

Yays- McBride, Weaver, Cordes, Schwab, Durham, Weitzel

Nays-

Yays- 6. Nays- 0.

Direct the Law Department to draft legislation needed for the 2026 budget

Durham: Garringer, you want that one? Garringer: Thank you, Council President. Yes, what we just want is a motion to ask the Law Director to enact or do the resolution and ordinances. There's a total of eight of them that we have to pass every year and just have him get the legislation around. So, it could be at our next regular scheduled Council meeting for first read. Durham: Perfect. Thank you, sir. Not much more to add there. Can we have a motion to direct the Law Director?

Motion: Schwab

Second: Cordes

To direct the Law Director to draft legislation needed for the 2026 budget

Roll call vote on above motion

Yays- McBride, Weaver, Cordes, Schwab, Durham, Weitzel

Nays-

Yays- 6. Nays- 0. Motion passed

Around the Table

Siclair: I have nothing tonight.

Harmon: Nothing for me.

McBride: Nothing

Weitzel: Nothing.

Schwab: Nothing

Cordes: Nothing

Weaver: Nothing

Garringer: Just a reminder, Finance and Budget as well as City Council is to meet Friday November 7th at 8:00 a.m. to approximately 4:00 p.m. It's a full day typically. And then we will also meet again on Saturday at 8 a.m. until noon or until we're finished. These are public meetings. But that's where we start.

Durham: Nothing for me other than there has been a request to go into Executive Session to consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or official.

Executive Session (to consider the appointment, employment, dismissal, discipline, promotion, demotion or compensation of a public employee or official)

Motion: Schwab

Second: Weaver

To enter Executive Session to consider the appointment, employment, dismissal, discipline, promotion, demotion or compensation of a public employee or official at 7:29 pm

Roll call vote on above motion

Yays- McBride, Weaver, Cordes, Schwab, Durham, Weitzel

Nays-

Yays- 6. Nays- 0. Motion passed

Motion: Schwab

Second: Weitzel

To end Executive Session for the appointment, employment, dismissal, discipline, promotion, demotion or compensation of a public employee or official at 8:58 pm.

Roll call vote on above motion

Yays- McBride, Weaver, Cordes, Schwab, Durham, Weitzel

Nays-

Yays- 6. Nays- 0.

Durham stated no action taken

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

Adjournment

Motion: Schwab

Second: Weitzel

To adjourn City Council meeting at 9:00 pm

Roll call vote on above motion

Yays- McBride, Weaver, Cordes, Schwab, Durham, Weitzel

Nays-

Yays- 6. Nays- 0.

Approved

J. Ross Durham, Council President

Joe Bialorucki, Mayor

Ann Harper, Clerk

DRAFT

RESOLUTION NO. 044-25

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO ACQUIRE 1.262 ACRES OF LAND, MORE OR LESS; AND DECLARING AN EMERGENCY

WHEREAS, pursuant to City of Napoleon Charter Section 6.01, Council may provide, by ordinance or resolution, a method for the City to purchase, construct, lease, sell, or to otherwise dispose of real property and, tangible or intangible personal property, including the contracting therefor, that may be contrary to any provision of the laws of Ohio.

WHEREAS, the City of Napoleon desires to acquire a certain 1.262 acres of land, more or less; and,

WHEREAS, the City of Napoleon desires to acquire said land for further economic development of the City; **Now Therefore;**

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

Section 1. That, the City of Napoleon authorizes and directs the City Manager to execute any and all documents necessary for the acquisition of one and two hundred sixty-two one thousandths (1.262) acres of land.

Section 2. That, the property listed is identified as at the location on County Road Z, approximately one half (1/2) mile southwest of the intersection of West Maumee Avenue and Huddle Road; said property being part of Parcel Number 07-230014.0000, consisting of one and two hundred sixty-two one thousandths (1.262) total acres of land, more or less.

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

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

Section 5. That, this Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health or safety of the City and its inhabitants, and for the further reason that this legislation must be in effect at the earliest possible time to allow for the City to begin economic development of the property; 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: _____
J. Ross Durham, Council President

Approved: _____
Joseph D. Bialorucki, Mayor

VOTE ON PASSAGE _____ Yea _____ Nay _____ Abstain

Attest:

Ann Harper, Clerk of Council

I, Ann Harper, Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Resolution No. 044-25 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the _____ day of _____, 2025; & 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.

Ann Harper, Clerk of Council

ORDINANCE NO. 046-25

AN ORDINANCE ESTABLISHING THE APPROPRIATION MEASURE (BUDGET) OF THE CITY OF NAPOLEON, OHIO FOR THE FISCAL YEAR ENDING DECEMBER 31, 2026, LISTED IN EXHIBIT A; AND DECLARING AN EMERGENCY

WHEREAS, Council desires to pass an annual appropriation measure of the City of Napoleon for the fiscal year ending December 31, 2026; **Now Therefore**,

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

Section 1. That this annual appropriation measure be passed, and the sums as contained in Exhibit A, attached hereto and made a part of this Ordinance, are set aside and appropriated for the fiscal year ending December 31, 2026.

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, only that portion shall be held invalid and the remainder shall remain valid.

Section 4. That, pursuant to 121.03(f) of the Codified Ordinances of the City of Napoleon, Ohio, this Ordinance is declared to be an Ordinance providing for appropriations for the current expenses of the City appropriations immediately required for the City to operate; therefore, this Ordinance shall be in full force and effect immediately upon its passage, subject to the approval by the Mayor, otherwise it shall take 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 and timely procedure establishing the appropriation measure, and for further reasons as stated in the Preamble hereof.

Passed: _____

J. Ross Durham, Council President

Approved: _____

Joseph D. Bialorucki, Mayor

VOTE ON PASSAGE ____ Yea ____ Nay ____ Abstain

Attest:

Ann Harper, Clerk of Council

I, Ann Harper, Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Ordinance No. 046-25 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the _____ day of _____, 2025; & 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.

Ann Harper, Clerk of Council

2026 APPROPRIATION BUDGET
WORKING DRAFT AS OF 11/12/25

DEPT DESCRIPTION	2026 REQUESTED BUDGET		
	PERSONAL	OTHER	TOTAL
1100 City Council/Legislative	46,783.59	8,195.00	54,978.59
1200 Mayor/Executive	18,977.34	1,600.00	20,577.34
1300 City Manager/Administrative	272,549.36	16,000.00	288,549.36
1370 City Manager/Human Resources	121,844.42	15,100.00	136,944.42
1400 Law Director/ Administrative	297,910.50	106,810.00	404,720.50
1500 Finance/Administrative	362,825.87	112,830.00	475,655.87
1520 Finance/Utility Billing	167,669.82	129,350.00	297,019.82
1600 Information Technology/Administration	237,112.52	120,885.00	357,997.52
1700 Engineering/City Engineer	362,267.06	160,245.00	522,512.06
1800 Municipal Court/Judicial	671,824.62	128,980.00	800,804.62
1900 General Gov./Miscellaneous	0.00	192,300.00	192,300.00
2100 Police/Safety Services	2,385,163.18	459,518.00	2,844,681.18
2101 Police/Code Enforcement	50,133.10	7,150.00	57,283.10
2102 Police/School Res. Officer	121,850.79	15,550.00	137,400.79
2103 Police/K-9 Unit	147,084.30	16,960.00	164,044.30
2200 Fire/Safety Services	1,873,283.67	267,310.00	2,140,593.67
4700 Cemetery/Grounds	144,633.99	40,260.00	184,893.99
5130 Service/Blds.,Properties,Equip.	126,493.54	17,770.00	144,263.54
9800 Reimbursements-Shared Expenses	0.00	75,780.00	75,780.00
9900 Transfer Accounts	0.00	135,200.00	135,200.00
100 GENERAL FUND	7,408,407.69	2,027,793.00	9,436,200.69
1900 General Gov./Miscellaneous	0.00	0.00	0.00
101 GENERAL RESERVE BALANCE FUND	0.00	0.00	0.00
1900 General Gov./Miscellaneous	0.00	10,000.00	10,000.00
123 SPECIAL EVENTS FUND	0.00	10,000.00	10,000.00
3500 Economic Development	0.00	47,000.00	47,000.00
130 ECONOMIC DEVELOPMENT FUND	0.00	47,000.00	47,000.00
9400 Unclaimed Monies Agency Accounts	0.00	0.00	0.00
9900 Transfer Accounts	0.00	2,000.00	2,000.00
147 UNCLAIMED MONIES FUND	0.00	2,000.00	2,000.00
1510 Finance/Income Tax Collection	102,342.78	243,690.00	346,032.78
9900 Transfer Accounts	0.00	5,325,000.00	5,325,000.00
170 MUNICIPAL INCOME TAX FUND	102,342.78	5,568,690.00	5,671,032.78
9800 Reimbursements-Shared Expenses	0.00	163,980.00	163,980.00
9900 Transfer Accounts	0.00	390,000.00	390,000.00
180 KWH TAX COLLECTION FUND (GF)	0.00	553,980.00	553,980.00
1800 Municipal Court/Judicial	0.00	7,500.00	7,500.00
9900 Transfer Accounts	0.00	7,500.00	7,500.00
195 LAW LIBRARY FUND	0.00	15,000.00	15,000.00
5100 Service/Streets Maint.&Prop.	380,527.80	214,665.00	595,192.80
5110 Service/Ice And Snow Removal	47,025.00	63,350.00	110,375.00
5120 Service/Storm Drainage	12,017.50	15,500.00	27,517.50
200 STREET CONST.MAINT.&REPAIR FD	439,570.30	293,515.00	733,085.30
5100 Service/Streets Maint.&Prop.	0.00	57,200.00	57,200.00
201 STATE HIGHWAY IMPROVEMENT FUND	0.00	57,200.00	57,200.00
5100 Service/Streets Maint.&Prop.	0.00	5,000.00	5,000.00
202 MUNI.(50%)MOTOR VEH.LIC.TAS FD	0.00	5,000.00	5,000.00
5100 Service/Streets Maint.&Prop.	0.00	45,000.00	45,000.00

2026 APPROPRIATION BUDGET
WORKING DRAFT AS OF 11/12/25

DEPT DESCRIPTION	2026 REQUESTED BUDGET		
	PERSONAL	OTHER	TOTAL
9900 Transfer Accounts	0.00	0.00	0.00
203 MUNI.(100%)MOTOR VEH.LIC.TASFD	0.00	45,000.00	45,000.00
5100 Service/Streets Maint.&Prop.	0.00	17,000.00	17,000.00
204 CO VEH LIC PERMISSIVE TAX FUND	0.00	17,000.00	17,000.00
2200 Fire/Safety Services	0.00	291,041.07	291,041.07
9800 Reimbursements-Shared Expenses	0.00	205,000.00	205,000.00
9900 Transfer Accounts	0.00	39,600.00	39,600.00
210 EMS TRANSPORT SERVICE FUND	0.00	535,641.07	535,641.07
4100 Recreation/Administrative	148,118.84	7,780.00	155,898.84
4200 Recreation/Golf Operating	290,584.69	249,870.00	540,454.69
4300 Recreation/Pool Operating	159,937.54	113,385.00	273,322.54
4400 Recreation/Parks & Programs	398,285.84	264,440.00	662,725.84
220 RECREATION FUND	996,926.91	635,475.00	1,632,401.91
4300 Recreation/Pool Operating	50,654.14	292,300.00	342,954.14
221 NAPOLEON AQUATIC CENTER	50,654.14	292,300.00	342,954.14
4300 Recreation/Pool Operating	0.00	30,000.00	30,000.00
8300 Revenue Funds Debt Services	0.00	0.00	0.00
222 NAP AQUATIC CTR RESERVE FUND	0.00	30,000.00	30,000.00
8300 Revenue Funds Debt Services	0.00	231,990.00	231,990.00
223 NAP AQUATIC CTR DEBT RES FUND	0.00	231,990.00	231,990.00
4400 Recreation/Parks & Programs	0.00	9,000.00	9,000.00
224 SHELTER HOUSE FACILITY REPAIR	0.00	9,000.00	9,000.00
4700 Cemetery/Grounds	0.00	0.00	0.00
227 CEMETERY TRUST FUND	0.00	0.00	0.00
1800 Municipal Court/Judicial	0.00	0.00	0.00
9900 Transfer Accounts	0.00	0.00	0.00
231 COURT 2023 TECH GRANT FUND	0.00	0.00	0.00
3800 Travel And Tourism (3%)	0.00	45,000.00	45,000.00
9900 Transfer Accounts	0.00	45,000.00	45,000.00
240 HOTEL/MOTEL TAX FUND	0.00	90,000.00	90,000.00
2200 Fire/Safety Services	0.00	112,554.00	112,554.00
242 FIRE EQUIPMENT FUND	0.00	112,554.00	112,554.00
1900 General Gov./Miscellaneous	0.00	10,000.00	10,000.00
243 FIRE LOSS CLAIMS FUND	0.00	10,000.00	10,000.00
2100 Police/Safety Services	0.00	1,700.00	1,700.00
253 ONEOHIO FUND	0.00	1,700.00	1,700.00
3300 Cdbg, Chis & Chip Dev.Grants	0.00	10,000.00	10,000.00
261 CDBG PROGRAM INCOME FUND	0.00	10,000.00	10,000.00

2026 APPROPRIATION BUDGET
WORKING DRAFT AS OF 11/12/25

DEPT DESCRIPTION	2026 REQUESTED BUDGET		
	PERSONAL	OTHER	TOTAL
1800 Municipal Court/Judicial	0.00	25,000.00	25,000.00
270 INDIGENT DRIV. ALCOHOL FUND	0.00	25,000.00	25,000.00
2100 Police/Safety Services	0.00	850.00	850.00
271 LAW ENFORCEMENT & ED. FUND	0.00	850.00	850.00
1800 Municipal Court/Judicial	0.00	85,000.00	85,000.00
9800 Reimbursements-Shared Expenses	0.00	15,000.00	15,000.00
272 COURT COMPUTERIZATION FUND	0.00	100,000.00	100,000.00
2100 Police/Safety Services	0.00	1,000.00	1,000.00
273 LAW ENFORCEMENT TRUST FUND	0.00	1,000.00	1,000.00
2100 Police/Safety Services	0.00	2,000.00	2,000.00
274 MANDATORY DRUG FINE FUND	0.00	2,000.00	2,000.00
1810 Municipal Court/Probation Department	16,251.00	4,500.00	20,751.00
275 MUNICIPAL PROBATION SERV. FUND	16,251.00	4,500.00	20,751.00
1800 Municipal Court/Judicial	0.00	65,000.00	65,000.00
278 COURT SPECIAL PROJECTS FUND	0.00	65,000.00	65,000.00
2100 Police/Safety Services	0.00	500.00	500.00
2102 Police/School Res. Officer	0.00	0.00	0.00
2103 Police/K-9 Unit	0.00	0.00	0.00
280 CERTIFIED POLICE TRAINING FUND	0.00	500.00	500.00
1800 Municipal Court/Judicial	0.00	5,000.00	5,000.00
281 INDIGENT DRIVERS INTERLOCK/ALC	0.00	5,000.00	5,000.00
2025 Municipal Court/Cca 2.0	140,844.14	0.00	140,844.14
2023 Municipal Court/Cca 2.0	0.00	0.00	0.00
287 CCA 2.0 GRANT FUND	140,844.14	0.00	140,844.14
2100 Police/Safety Services	0.00	125,500.00	125,500.00
290 POLICE PENSION FUND	0.00	125,500.00	125,500.00
2200 Fire/Safety Services	0.00	63,000.00	63,000.00
291 FIRE PENSION FUND	0.00	63,000.00	63,000.00
1900 General Gov./Miscellaneous	0.00	5,000.00	5,000.00
295 IRS 125 EMPLOYEE BENEFITS FUND	0.00	5,000.00	5,000.00
8100 General Obligation Debt Services	0.00	0.00	0.00
300 GENERAL BOND RETIREMENT FUND	0.00	0.00	0.00
8500 Special Assessment Debt Services	0.00	0.00	0.00
310 S.A. BOND RETIREMENT FUND	0.00	0.00	0.00
7000 General Improvements & Projects	0.00	5,900.00	5,900.00
320 OAKWOOD/AMERICAN TIF FUND	0.00	5,900.00	5,900.00
3500 Economic Development	0.00	121,639.00	121,639.00
330 PACE ENERGY PROJ OAKWOOD	0.00	121,639.00	121,639.00
1100 City Council/Legislative	0.00	0.00	0.00
1300 City Manager/Administrative	0.00	0.00	0.00
1370 City Manager/Human Resources	0.00	0.00	0.00
1400 Law Director/ Administrative	0.00	0.00	0.00
1500 Finance/Administrative	0.00	0.00	0.00
1600 Information Technology/Administration	0.00	34,300.00	34,300.00
1700 Engineering/City Engineer	0.00	0.00	0.00
1800 Municipal Court/Judicial	0.00	150,000.00	150,000.00
1801 Municipal Court/Building	0.00	0.00	0.00
2100 Police/Safety Services	0.00	234,975.00	234,975.00

**2026 APPROPRIATION BUDGET
WORKING DRAFT AS OF 11/12/25**

DEPT DESCRIPTION	2026 REQUESTED BUDGET		
	PERSONAL	OTHER	TOTAL
2102 Police/School Res. Officer	0.00	400.00	400.00
2103 Police/K-9 Unit	0.00	500.00	500.00
2200 Fire/Safety Services	0.00	107,500.00	107,500.00
3500 Economic Development	0.00	0.00	0.00
4200 Recreation/Golf Operating	0.00	26,000.00	26,000.00
4300 Recreation/Pool Operating	0.00	0.00	0.00
4400 Recreation/Parks & Programs	0.00	25,000.00	25,000.00
4700 Cemetery/Grounds	0.00	12,000.00	12,000.00
5100 Service/Streets Maint.&Prop.	0.00	1,045,000.00	1,045,000.00
5130 Service/Blds.,Properties,Equip.	0.00	0.00	0.00
5200 Service/Central Garage	0.00	0.00	0.00
9900 Transfer Accounts	0.00	796,800.00	796,800.00
400 CAPITAL IMPROVEMENT FUND	0.00	2,432,475.00	2,432,475.00
1900 General Gov./Miscellaneous	0.00	0.00	0.00
5100 Service/Streets Maint.&Prop.	0.00	0.00	0.00
401 CIP FUNDING RESERVE FUND	0.00	0.00	0.00
6200 Water/Treatment Plant Operations	0.00	0.00	0.00
420 ONE TIME STRAT COMM GRANT	0.00	0.00	0.00
2200 Fire/Safety Services	0.00	81,275.00	81,275.00
430 2025 FIRE TRUCK ACQUISITION FUND	0.00	81,275.00	81,275.00
5100 Service/Streets Maint.&Prop.	0.00	0.00	0.00
434 OAKWOOD AVE IMP PROJECT FUND	0.00	0.00	0.00
5100 Service/Streets Maint.&Prop.	0.00	0.00	0.00
435 E WASHINGTON ST IMPROVEMENT FUND	0.00	0.00	0.00
5100 Service/Streets Maint.&Prop.	0.00	385,000.00	385,000.00
6210 Water/Distribution System	0.00	196,000.00	196,000.00
6310 Sewer (Wwt)/Collection System	0.00	775,500.00	775,500.00
436 W. CLINTON/ERIE STS IMP FD	0.00	1,356,500.00	1,356,500.00
5100 Service/Streets Maint.&Prop.	0.00	261,000.00	261,000.00
6210 Water/Distribution System	0.00	306,000.00	306,000.00
6310 Sewer (Wwt)/Collection System	0.00	298,000.00	298,000.00
437 N. PERRY ST IMP FD	0.00	865,000.00	865,000.00

2026 APPROPRIATION BUDGET
WORKING DRAFT AS OF 11/12/25

DEPT DESCRIPTION	2026 REQUESTED BUDGET		
	PERSONAL	OTHER	TOTAL
1520 Finance/Utility Billing	0.00	0.00	0.00
6110 Electric/Operations, Dist. System	2,086,216.45	1,390,870.00	3,477,086.45
6111 Electric/Purchased Power	0.00	13,500,000.00	13,500,000.00
9800 Reimbursements-Shared Expenses	0.00	1,152,500.00	1,152,500.00
9900 Transfer Accounts	0.00	953,980.00	953,980.00
500 ELECTRIC UTILITY REVENUE FUND	2,086,216.45	16,997,350.00	19,083,566.45
6110 Electric/Operations, Dist. System	0.00	900,000.00	900,000.00
9900 Transfer Accounts	0.00	0.00	0.00
503 ELECTRIC DEVELOPMENT FUND	0.00	900,000.00	900,000.00
1520 Finance/Utility Billing	0.00	0.00	0.00
6200 Water/Treatment Plant Operations	779,754.83	1,630,370.00	2,410,124.83
6210 Water/Distribution System	626,572.44	570,120.00	1,196,692.44
9800 Reimbursements-Shared Expenses	0.00	593,960.00	593,960.00
9900 Transfer Accounts	0.00	1,065,275.00	1,065,275.00
510 WATER REVENUE FUND	1,406,327.28	3,859,725.00	5,266,052.28
6210 Water/Distribution System	0.00	255,000.00	255,000.00
9900 Transfer Accounts	0.00	502,000.00	502,000.00
511 WATER DEPRECIATION RES. FUND	0.00	757,000.00	757,000.00
8300 Revenue Funds Debt Services	0.00	249,145.00	249,145.00
512 WATER DEBT RESERVE FUND	0.00	249,145.00	249,145.00
8300 Revenue Funds Debt Services	0.00	0.00	0.00
513 WATER OWDA BOND RETIREMENT FD.	0.00	0.00	0.00
6210 Water/Distribution System	0.00	5,000,000.00	5,000,000.00
515 MAUMEE RIVER CROSSING FUND	0.00	5,000,000.00	5,000,000.00
6200 Water/Treatment Plant Operations	0.00	574,500.00	574,500.00
9800 Reimbursements-Shared Expenses	0.00	0.00	0.00
519 WATER PLANT IMPROV & RENO FUND	0.00	574,500.00	574,500.00
1520 Finance/Utility Billing	0.00	0.00	0.00
6300 Sewer (Wwt)/Treatment Plant Oper.	711,624.12	1,164,858.00	1,876,482.12
6310 Sewer (Wwt)/Collection System	150,295.42	114,270.00	264,565.42
6311 Sewer (Wwt)/Cleaning & Imp.(Sso & Cso)	212,873.75	301,700.00	514,573.75
9800 Reimbursements-Shared Expenses	0.00	689,120.00	689,120.00
9900 Transfer Accounts	0.00	1,979,450.00	1,979,450.00
520 SEWER UTILITY REVENUE FUND	1,074,793.30	4,249,398.00	5,324,191.30
6310 Sewer (Wwt)/Collection System	0.00	369,500.00	369,500.00
9900 Transfer Accounts	0.00	1,073,500.00	1,073,500.00
521 SEWER UTY. REPLCMNT.&IMP. FUND	0.00	1,443,000.00	1,443,000.00
8300 Revenue Funds Debt Services	0.00	0.00	0.00
8800 State & Epa Loans Debt Services	0.00	1,081,423.25	1,081,423.25
522 SEWER DEBT RESERVE FUND	0.00	1,081,423.25	1,081,423.25
8600 Special Assess. Debt Services (Owda)	0.00	0.00	0.00
523 OWDA SA DEBT RETIREMENT FUND	0.00	0.00	0.00
8800 State & Epa Loans Debt Services	0.00	118,756.00	118,756.00
531 VAN HYNING PUMP STA REPL FUND	0.00	118,756.00	118,756.00
6310 Sewer (Wwt)/Collection System	0.00	0.00	0.00
8800 State & Epa Loans Debt Services	0.00	77,451.00	77,451.00
532 WILLIAMS PUMP STA.IMP.PRJ.FUND	0.00	77,451.00	77,451.00

2026 APPROPRIATION BUDGET
WORKING DRAFT AS OF 11/12/25

DEPT DESCRIPTION	2026 REQUESTED BUDGET		
	PERSONAL	OTHER	TOTAL
1520 Finance/Utility Billing	0.00	0.00	0.00
6400 Sanitation /Collection & Disposal	378,156.32	200,620.00	578,776.32
6410 Sanitation/Srs-Seasonal Pickup Program	21,945.00	57,900.00	79,845.00
6411 Sanitation/Srs-Yard Waste Site Oper.	4,180.00	92,650.00	96,830.00
6412 Sanitation/Srs-Mosquito Control	8,360.00	80,825.00	89,185.00
6420 Sanitation/Recycling Programs	200,896.54	49,690.00	250,586.54
9800 Reimbursements-Shared Expenses	0.00	273,950.00	273,950.00
9900 Transfer Accounts	0.00	55,000.00	55,000.00
560 SANITATION (REFUSE)REVENUE FD	613,537.87	810,635.00	1,424,172.87
6400 Sanitation /Collection & Disposal	0.00	7,000.00	7,000.00
561 SANIT.(REFUSE) DEPREC.RES.FUND	0.00	7,000.00	7,000.00
6500 Meter Deposit/Unapplied Cash	0.00	25,000.00	25,000.00
580 METER DEP.(ELECT & WATER) FUND	0.00	25,000.00	25,000.00
5200 Service/Central Garage	206,738.11	128,435.00	335,173.11
5600 Service/Fuel Purchase Rotary	0.00	70,000.00	70,000.00
600 CENTRAL GARAGE ROTARY FUND	206,738.11	198,435.00	405,173.11
GRAND TOTAL - ALL FUNDS	14,542,609.95	52,209,795.32	66,752,405.27

RESOLUTION NO. 047-25

**A RESOLUTION AUTHORIZING THE FINANCE DIRECTOR TO
TRANSFER CERTAIN FUND BALANCES FROM RESPECTIVE FUNDS
TO OTHER FUNDS PER ORC. SECTION 5705.14 ON AN AS NEEDED
BASIS IN FISCAL YEAR 2026, LISTED IN EXHIBIT A; AND
DECLARING AN EMERGENCY**

WHEREAS, the City is a charter municipality having those powers of self government as stated in Article I of its Charter; and,

WHEREAS, in order to provide Fund Balances for approved expenditures in certain funds on an as needed basis, it is necessary to transfer funds from respective funds to other funds; **Now Therefore**,

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

Section 1. That, pursuant to ORC. Section 5705.14 and this Resolution, Resolution No. 047-25, the Finance Director is hereby authorized and directed to transfer monies among the various funds on an as needed basis in Fiscal Year 2026 as listed in Exhibit A attached hereto and hereby made a part of this Resolution.

Section 2. That, it is found and determined that all formal actions of this City Council concerning and relating to the adoption of this Resolution were adopted in open meetings of this City Council, and that all deliberations of this City Council and any of its committees that resulted in such formal actions were in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code and the Codified Ordinances of the City of Napoleon, Ohio.

Section 3. 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, only that portion shall be held invalid and the remainder shall remain valid.

Section 4. That, this Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health or safety of the City and its inhabitants, and for the further reason that this legislation must be in effect at the earliest possible time to 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 expenses, and for further reasons as stated in the Preamble hereof.

Passed: _____

J. Ross Durham, Council President

Approved: _____

Joseph D. Bialorucki, Mayor

VOTE ON PASSAGE _____ Yea _____ Nay _____ Abstain

Attest:

Ann Harper, Clerk of Council

I, Ann Harper, Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Resolution No. 047-25 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the _____ day of _____, 2025; & 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.

Ann Harper, Clerk of Council

2026 ESTIMATED TRANSFER OF FUNDS

APPROPRIATION ACCOUNT AND PURPOSE

	<u>= ACCOUNT =</u>	<u>= FUND FROM =</u>	<u>= FUND TO =</u>
100 GENERAL FUND Tr-To 101 General Res.Bal.Fund	100.9900.59401	50,000	
101 GENERAL RESERVE BALANCE FUND Transfers-In(Various Funds)	101.0000.49900		50,000
New Fund in 2013 by City Council to set aside Un-needed Reserves from the 100 General Fund.			
100 GENERAL FUND Tr-To 200 Street (Scmr) Fund	100.9900.59450	0	
200 STREET CONST.MAINT.&REPAIR FD Transfers-In(Various Funds)	200.0000.49900		0
Net Subsidy Requirements			
100 GENERAL FUND Tr-To 170 Mun.In.Tax Fund	100.9900.59470	0	
170 MUNICIPAL INCOME TAX FUND Transfers-In(Various Funds)	170.0000.49900		0
Large Income Tax Refunds			
100 GENERAL FUND Tr-To 123 Special Events Fund	100.9900.59540	10,000	
123 SPECIAL EVENTS FUND Transfers-In(Various Funds)	123.0000.49900		10,000
123.1900.53400 Projected Expenses			
100 GENERAL FUND Tr-To 130 Econ.Dev.Fund	100.9900.59550	47,000	
130 ECONOMIC DEVELOPMENT FUND Transfers-In(Various Funds)	130.0000.49900		47,000
Net Subsidy Requirements			
100 GENERAL FUND Tr-To 295 Employee Benefits Fund	100.9900.59555	3,200	
295 IRS 125 EMPLOYEE BENEFITS FUND Transfers-In(Various Funds)	295.0000.49900		3,200
Subsidize Administrative Costs to AFLAC (Wage Works) on the IRS 125 Benefits Plan			
100 GENERAL FUND Tr-To 400 Cip Fund	100.9900.59615	0	
400 CAPITAL IMPROVEMENT FUND Transfers-In(Various Funds)	400.0000.49900		0
100 GENERAL FUND Tr-To 600 Central Garage Rotary Fund	100.9900.59880	25,000	
600 CENTRAL GARAGE ROTARY FUND Transfers-In(Various Funds)	600.0000.49900		25,000
Net Subsidy Requirements			
147 UNCLAIMED MONIES FUND Tr-To 100 General Fund	147.9900.59400	2,000	
100 GENERAL FUND Transfers-In(Various Funds)	100.0000.49900		2,000
City's unclaimed monies come from uncashed checks over two (2) years old.			
170 MUNICIPAL INCOME TAX FUND Tr-To 100 General Fund (Inc.Tax)	170.9900.59410	3,000,000	
100 GENERAL FUND Transfers-In(Income Tax Fund)	100.0000.49910		3,000,000
TR-to 100 GF (65% of Net 1.3%)			
170 MUNICIPAL INCOME TAX FUND Tr-To 220 Recreation Fd.(Inc.Tax)	170.9900.59510	750,000	
220 RECREATION FUND Transfers-In(Income Tax Fund)	220.0000.49910		750,000
TR-to 220 Recreation Levy Fund .2%			
170 MUNICIPAL INCOME TAX FUND Tr-To 400 Cip Fund (Inc Tax)	170.9900.59610	1,575,000	
400 CAPITAL IMPROVEMENT FUND Transfers-In(Income Tax Fund)	400.0000.49910		1,575,000
TR-to 400 CIP (35% of Net 1.3%)			
180 KWH TAX COLLECTION FUND (GF) Tr-To 100 General Fund	180.9900.59400	390,000	
100 GENERAL FUND Transfers-In(Kwh Tax Fund)	100.0000.49950		390,000
Balance available after Utility Reimbursement			
195 LAW LIBRARY FUND Tr-To 100 General Fund	195.9900.59400	7,500	
100 GENERAL FUND Transfers-In(Various Funds)	100.0000.49900		7,500
1/2 Gross Estimated Revenues			
200 STREET CONST.MAINT.&REPAIR FD Tr-To 320 Oakwood/American Tif	200.5100.59540	5,000	

2026 ESTIMATED TRANSFER OF FUNDS

APPROPRIATION ACCOUNT AND PURPOSE

	<u>= ACCOUNT =</u>	<u>= FUND FROM =</u>	<u>= FUND TO =</u>
201 STATE HIGHWAY IMPROVEMENT FUND Tr-To 320 Oakwood/America	201.5100.59540	5,000	
202 MUNI.(50%)MOTOR VEH.LIC.TAS FD Tr-To 320 Oakwood/American Ti	202.5100.59540	5,000	
203 MUNI.(100%)MOTOR VEH.LIC.TASFD Tr-To 320 Oakwood/American T	203.5100.59540	5,000	
204 CO VEH LIC PERMISSIVE TAX FUND Tr-To 320 Oakwood/American Tif	204.5100.59540	5,000	
320 OAKWOOD/AMERICAN TIF FUND Transfers-In(Various Funds)	320.3500.49900		25,000
210 EMS TRANSPORT SERVICE FUND Tr-To 242 Fire Equip.Fund	210.9900.59620	39,600	
242 FIRE EQUIPMENT FUND Transfers-In(Various Funds)	242.0000.49900		39,600
City Share of Township Contract for Capital Items			
221 NAPOLEON AQUATIC CENTER Transfers-To All Funds	221.4300.59300	0	
222 NAP AQUATIC CTR RESERVE FUND Transfers-In(Various Funds)	222.0000.49900		0
222 Aquatic Center Reserve Fund			
221 NAPOLEON AQUATIC CENTER Transfers-To All Funds	221.4300.59300	256,000	
223 NAP AQUATIC CTR DEBT RES FUND Transfers-In(Various Funds)	223.0000.49900		256,000
223 Aquatic Center Debt Reserve Fund			
222 NAP AQUATIC CTR RESERVE FUND Transfers-To All Funds	222.4300.59300	30,000	
221 NAPOLEON AQUATIC CENTER Transfers-In(Various Funds)	221.0000.49900		30,000
231 COURT 2023 TECH GRANT FUND Trans-To 272 Court Comp Fund	231.9900.59530	0	
272 COURT COMPUTERIZATION FUND Transfers-In(Various Funds)	272.0000.49900		0
240 HOTEL/MOTEL TAX FUND Tr-To 100 General Fund	240.9900.59400	45,000	
100 GENERAL FUND Transfers-In(Various Funds)	100.0000.49900		45,000
1/2 Gross of Estimated Revenues			
242 FIRE EQUIPMENT FUND Tr-To 430 Fire Truck Acquisition Fd	242.2200.59650	82,000	
430 2025 FIRE TRUCK ACQUISITION FUND Transfers-In(Various Funds)	430.0000.49900		82,000
290 POLICE PENSION FUND Transfers-To 100 General Fund	290.2100.59400	125,500	
100 GENERAL FUND Transfers-In (Police Pension)	100.0000.49920		125,500
Inside Millage reserved to pay for the Police Pensions (0.6 mills)			
291 FIRE PENSION FUND Transfers-To 100 General Fund	291.2200.59400	63,000	
100 GENERAL FUND Transfers-In(Fire Pension)	100.0000.49930		63,000
Inside Millage reserved to pay for the Fire Pensions (0.3 mills)			
400 CAPITAL IMPROVEMENT FUND Tr-To 437 N Perry St Imp Fd	400.9900.59530	261,000	
437 N. PERRY ST IMP FD Transfers-In(Various Funds)	437.0000.49900		261,000
400 CAPITAL IMPROVEMENT FUND Tr-To 300 Bond Retirement Fund	400.9900.59545	0	
300 GENERAL BOND RETIREMENT FUND Transfers-In(Various Funds)	300.0000.49900		0
Principal and Interest Payments	Debt Ended in 2025		
400 CAPITAL IMPROVEMENT FUND Tr-To 436 W Clinton/Erie Sts Imp Fd	400.9900.59560	385,000	
436 W. CLINTON/ERIE STS IMP FD Transfers-In(Various Funds)	436.0000.49900		385,000
400 CAPITAL IMPROVEMENT FUND Tr-To 242 Fire Equip.Fund	400.9900.59620	70,400	
242 FIRE EQUIPMENT FUND Transfers-In(Various Funds)	242.0000.49900		70,400

2026 ESTIMATED TRANSFER OF FUNDS

APPROPRIATION ACCOUNT AND PURPOSE

	<u>= ACCOUNT =</u>	<u>= FUND FROM =</u>	<u>= FUND TO =</u>
City Share of Township Contract for Capital Items			
400 CAPITAL IMPROVEMENT FUND Tr-To 401 Cip Funding Res Fd	400.9900.59630	10,000	
401 CIP FUNDING RESERVE FUND Transfers-In(Various Funds)	401.0000.49900		10,000
400 CAPITAL IMPROVEMENT FUND Tr To 410 Fire Fac. Fund	400.9900.59640	0	
410 FIRE FACILITY TRAINING GRT.FD. Transfers-In(Various Funds)	410.0000.49900		0
500 ELECTRIC UTILITY REVENUE FUND Tr-To 180 Kwh Tax Col. Fund (Gf)	500.9900.59480	553,980	
180 KWH TAX COLLECTION FUND (GF) Transfers-In(Various Funds)	180.0000.49900		553,980
State kWH Tax Collection less State Use Tax			
500 ELECTRIC UTILITY REVENUE FUND Tr-To-503 Electric Dev Fund	500.9900.59825	400,000	
503 ELECTRIC DEVELOPMENT FUND Transfers-In(Various Funds)	503.0000.49900		400,000
510 WATER REVENUE FUND Tr-To 511 Water Dep.Res.Fund	510.9900.59835	241,000	
511 WATER DEPRECIATION RES. FUND Transfers-In(Various Funds)	511.0000.49900		241,000
Depreciation Fund for Minimum Required 511 Trust Fund Balances on Revenue Debt about \$304,000.			
510 WATER REVENUE FUND Tr-To 512 Water Debt Reserve Fund	510.9900.59840	250,000	
512 WATER DEBT RESERVE FUND Transfers-In(Various Funds)	512.0000.49900		250,000
Minimum Balance Required \$200,000 for Debt Service Reserve for Revenue per Trust Agreements.			
510 WATER REVENUE FUND Tr-To 513 Water Owda Bond Ret.Fd.	510.9900.59841	0	
513 WATER OWDA BOND RETIREMENT FD. Transfers-In(Various Funds)	513.0000.49900		0
Minimum Balance Required??	Debt Ended in 2025		
511 WATER DEPRECIATION RES. FUND Tr-To 437 N Perry St Imp Fd	511.9900.59530	306,000	
437 N. PERRY ST IMP FD Transfers-In(Various Funds)	437.0000.49900		306,000
511 WATER DEPRECIATION RES. FUND Tr-To 436 W Clinton/Erie Sts Imp F	511.9900.59560	196,000	
436 W. CLINTON/ERIE STS IMP FD Transfers-In(Various Funds)	436.0000.49900		196,000
511 WATER DEPRECIATION RES. FUND Tr-To 515 Maumee River Crossing	511.9900.59580	0	
515 MAUMEE RIVER CROSSING FUND Transfers-In(Various Funds)	515.0000.49900		0
510 WATER REVENUE FUND Tr-To 519 Wtr Plant Ren.Imp.Fd.	510.9900.59849	574,275	
519 WATER PLANT IMPROV & RENO FUND Transfers-In(Various Funds)	519.0000.49900		574,275
Transfer to 519 Water Plant Ren.Imp.Fund			
520 SEWER UTILITY REVENUE FUND Tr-To 523 Owda Sa Bond Ret.Sewer F	520.9900.59560	0	
523 OWDA SA DEBT RETIREMENT FUND Transfers-In(Various Funds)	523.0000.49900		0
4334 Napoleon - Sewer System Extension & Improvements	Debt Ended in 2025		
520 SEWER UTILITY REVENUE FUND Tr-To 531 Van Hyning Pump Station	520.9900.59869	120,000	
531 VAN HYNING PUMP STA REPL FUND Transfers-In(Various Funds)	531.0000.49900		120,000
9720 Napoleon - VanHyning Pumping Station Replacement			
520 SEWER UTILITY REVENUE FUND Tr-To 532 Wms. Pump Sta. Fund	520.9900.59561	77,450	
532 WILLIAMS PUMP STA.IMP.PRJ.FUND Transfers-In(Various Funds)	532.0000.49900		77,450
8541 Napoleon - Williams Pump Station Improvements			

2026 ESTIMATED TRANSFER OF FUNDS

APPROPRIATION ACCOUNT AND PURPOSE

	<u>= ACCOUNT =</u>	<u>= FUND FROM =</u>	<u>= FUND TO =</u>
520 SEWER UTILITY REVENUE FUND Tr-To 521 Sew.(Wwt)Dep.Res.Fund	520.9900.59855	700,000	
521 SEWER UTILITY REPLCMNT.&IMP. FUND Transfers-In(Various Funds)	521.0000.49900		700,000
520 SEWER UTILITY REVENUE FUND Tr-To 522 Sewer Res.Fund	520.9900.59865	1,082,000	
522 SEWER DEBT RESERVE FUND Transfers-In(Various Funds)	522.0000.49900		1,082,000
4990 Napoleon - WWTP EQ Basin			
521 SEWER UTILITY REPLCMNT.&IMP. FUND Tr-To 437 N Perry St Imp Fd	521.9900.59530	298,000	
437 N. PERRY ST IMP FD Transfers-In(Various Funds)	437.0000.49900		298,000
0			
521 SEWER UTILITY REPLCMNT.&IMP. FUND Tr-To 436 W Clinton/Erie Sts Im	521.9900.59560	775,500	
436 W. CLINTON/ERIE STS IMP FD Transfers-In(Various Funds)	436.0000.49900		775,500
0			
521 SEWER UTILITY REPLCMNT.&IMP. FUND Tr-To 435 E Wash St Imp Fd	521.9900.59580	0	
435 E WASHINGTON ST IMPROVEMENT FUND Transfers-In(Various Funds)	435.0000.49900		0
0			
560 SANITATION (REFUSE)REVENUE FD Te-To 561 San.(Ref) Dep.Res.Fund	560.9900.59871	55,000	
561 SANIT.(REFUSE) DEPREC.RES.FUND Transfers-In(Various Funds)	561.0000.49900		55,000

ORDINANCE NO. 048-25

**AN ORDINANCE AMENDING THE ALLOCATION OF FUNDS AS
FOUND IN SECTIONS 193.11 AND 194.013 OF THE CODIFIED
ORDINANCES OF THE CITY OF NAPOLEON, OHIO; AND
DECLARING AN EMERGENCY**

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

Section 1. That, Section 193.11 of the Codified Ordinances of Napoleon, Ohio, shall be amended and enacted as follows:

“193.11 ALLOCATION OF FUNDS.

(a) Effective January 1, 2026, the funds collected under the provisions of this chapter shall be deposited in the “General Fund equivalent” of the City for municipal income taxes and shall be disbursed in the following order:

(1) Such part thereof as shall be necessary to defray all costs of collecting this tax and all costs of administering and enforcing the provisions of this chapter and the rules and regulations adopted by Council in connection therewith.

(2) Not more than sixty-five percent (65%) of the net available tax receipts received annually may be used to defray operating expenses of the City.

(3) At least thirty-five percent (35%) of the net available tax receipts received annually shall be set aside and used for capital improvements including, but not limited to, development and construction of storm sewers and street improvements; for public buildings, parks, and playgrounds; and for equipment necessary for the Police, Fire, Street, Traffic, and Safety Departments.

(b) Effective January 1, 2027 and thereafter, the funds collected under the provisions of this chapter shall be deposited in the “General Fund equivalent” of the City for municipal income taxes and shall be disbursed in the following order:

(1) Such part thereof as shall be necessary to defray all costs of collecting this tax and all costs of administering and enforcing the provisions of this chapter and the rules and regulations adopted by Council in connection therewith.

(2) Not more than sixty-five percent (65%) of the net available tax receipts received annually may be used to defray operating expenses of the City.

(3) At least thirty-five percent (35%) of the net available tax receipts received annually shall be set aside and used for capital improvements including, but not limited to, development and construction of storm sewers and street improvements; for public buildings, parks, and playgrounds; and for equipment necessary for the Police, Fire, Street, Traffic, and Safety Departments.”

Section 2. That, Section 193.11 of the Codified Ordinances of Napoleon, Ohio, as existed prior to the enactment of this Ordinance, is repealed effective December 31, 2025 at 11:59 PM.

Section 3. That, Section 194.013 of the Codified Ordinances of Napoleon, Ohio, shall be amended and enacted as follows:

“194.013 ALLOCATION OF FUNDS.

(A) Effective January 1, 2026, the funds collected under the provisions of this Chapter shall be deposited in the “General Fund equivalent” of the City for municipal income taxes and shall be disbursed in the following order:

(1) Such part thereof as shall be necessary to defray all costs of collecting this tax and all costs of administering and enforcing the provisions of this Chapter and the rules and regulations adopted by Council in connection therewith.

(2) Not more than sixty-five percent (65%) of the net available tax receipts received annually may be used to defray operating expenses of the City.

(3) At least thirty-five percent (35%) of the net available tax receipts received annually shall be set aside and used for capital improvements including, but not limited to, development and construction of storm sewers and street improvements; for public buildings, parks, and playgrounds; and for equipment necessary for the Police, Fire, Street, Traffic, and Safety Departments.

(4) One-hundred percent (100%) of the net available tax receipts received annually pursuant to Napoleon Ordinance 194.081 may be used to defray operating expenses incurred due to the provision of police and fire services.

(B) Effective January 1, 2027 and thereafter, the funds collected under the provisions of this chapter shall be deposited in the “General Fund equivalent” of the City for municipal income taxes and shall be disbursed in the following order:

(1) Such part thereof as shall be necessary to defray all costs of collecting this tax and all costs of administering and enforcing the provisions of this chapter and the rules and regulations adopted by Council in connection therewith.

(2) Not more than sixty-five percent (65%) of the net available tax receipts received annually may be used to defray operating expenses of the City.

(3) At least thirty-five percent (35%) of the net available tax receipts received annually shall be set aside and used for capital improvements including, but not limited to, development and construction of storm sewers and street improvements; for public buildings, parks, and playgrounds; and for equipment necessary for the Police, Fire, Street, Traffic, and Safety Departments.

(4) One-hundred percent (100%) of the net available tax receipts received annually pursuant to Napoleon Ordinance 194.081 may be used to defray operating expenses incurred due to the provision of police and fire services.”

Section 4. That, Section 194.013 of the Codified Ordinances of Napoleon, Ohio, as existed prior to the enactment of this Ordinance, is repealed effective December 31, 2025 at 11:59 PM.

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

Section 6. That, if any other prior Ordinance or Resolution is found to be in conflict with this Ordinance, then the provisions of this Ordinance shall prevail. Further,

if any portion of this Ordinance is found to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof.

Section 7. That, this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health or safety of the City and its inhabitants, and for the further reason that this legislation must be in effect at the earliest possible time to allow for passage before the deadline; moreover, this must timely take effect to meet the intent of the law; 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 timely allocation of funds, and for further reasons as stated in the Preamble hereof.

Passed: _____

J. Ross Durham, Council President

Approved: _____

Joseph D. Bialorucki, Mayor

VOTE ON PASSAGE _____ Yea _____ Nay _____ Abstain

Attest:

Ann Harper, Clerk of Council

I, Ann Harper, Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Ordinance No. 048-25 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the _____ day of _____, 2025; & 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.

Ann Harper, Clerk of Council

ORDINANCE NO. 049-25

AN ORDINANCE APPORTIONING THE EXPENSES INCURRED INCLUDING WAGES, SALARIES AND FRINGE BENEFITS OF THE MAYOR, COUNCIL, AND VARIOUS OTHER DEPARTMENTS OF THE CITY OF NAPOLEON WHICH ARE NOT OTHERWISE DIRECTLY CHARGED TO SPECIAL AND/OR CAPITAL PROJECTS AMONG VARIOUS ACCOUNTS EFFECTIVE JANUARY 1, 2026; AND DECLARING AN EMERGENCY

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

Section 1. That, the expenses incurred, including wages, salary and fringe benefits of the Mayor, City Council, and various departments within the City as found in Exhibit A, that are not otherwise directly charged to special and/or capital projects, shall be apportioned among the funds using the direct reimbursement method as found in attached Exhibit A which is made part of this Ordinance.

Section 2. That, the City Finance Director is directed to adjust the affected funds, retroactive if necessary, effective January 1, 2026 to accomplish the intent of this Ordinance.

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 to allow for proper payment of wages to employees, proper payment being essential to the harmony of the necessary workforce; therefore, provided the required number of votes for passage as emergency legislation, it shall be in full force and effect immediately upon its passage; otherwise, it shall be in full force and effect at the earliest time permitted by law. Further, the Emergency Clause is necessary to commence the amendments in a timely manner which affects the public peace, health, and safety accessible to our citizens, and for further reasons as stated in the Preamble hereof.

Passed: _____

J. Ross Durham, Council President

Approved: _____

Joseph D. Bialorucki, Mayor

VOTE ON PASSAGE _____ Yea _____ Nay _____ Abstain

Attest:

Ann Harper, Clerk of Council

I, Ann Harper, Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Ordinance No.049-25 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the _____ day of _____, 2025; & 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.

Ann Harper, Clerk of Council

2026 ESTIMATED INTERNAL REIMBURSABLE COSTS - ALLOCATION OF SHARED AND DIRECT COSTS

100 GF ADMINISTRATIVE SHARED COSTS & DISPATCHING SERVICES TO ENTERPRISE FUNDS:

Budgeted Allocations (%) were changed by City Council, Ord 104-09, Passed 12/21/2009 and Ord. 087-19 Passed 12/16/2019

	<u>= 1100 CITY COUNCIL =</u>		<u>= 1200 MAYORS OFFC. =</u>		<u>= 1300 CITY MANAGER =</u>		<u>= 1370 HUMAN RESRCE. =</u>	
Projected Appropriations -->		54,979		20,577		288,549		136,944

100 GENERAL FUND-Net Direct	25%	13,745	25%	5,144	10%	28,855	30%	41,083
500 ELECTRIC OPER.FUND	30%	16,494	30%	6,173	40%	115,420	25%	34,236
510 WATER REV. FUND	20%	10,996	20%	4,115	20%	57,710	20%	27,389
520 SEWER REV. FUND	20%	10,996	20%	4,115	20%	57,710	20%	27,389
560 SANTITION FUND	5%	2,749	5%	1,029	10%	28,855	5%	6,847
Sub-Total Reimbursement	75%	41,234	75%	15,433	90%	259,694	70%	95,861

	<u>= 1400 LAW DIRECTOR =</u>		<u>= 1500 FINANCE/ADMIN =</u>		<u>= 1520 FINANCE/UTILITY =</u>		<u>= 1600 INF.SYS./ADMIN. =</u>	
Projected Appropriations -->	(1)	368,301		475,656		297,020	(2)	347,998

100 GENERAL FUND-Net Direct	30%	110,490	10%	47,566	0%	0	20%	69,600
500 ELECTRIC OPER.FUND	25%	92,075	40%	190,262	50%	148,510	35%	121,799
510 WATER REV. FUND	20%	73,660	20%	95,131	20%	59,404	20%	69,600
520 SEWER REV. FUND	20%	73,660	20%	95,131	20%	59,404	20%	69,600
560 SANTITION FUND	5%	18,415	10%	47,566	10%	29,702	5%	17,400
Sub-Total Reimbursement	70%	257,810	90%	428,090	100%	297,020	80%	278,398

	<u>= 1700 ENGINEERING =</u>		<u>= 1900 GENERAL GOV. =</u>		<u>= 2100 POLICE-Dispatch =</u>		<u>= 5130 SV/BLDG.&PROP. =</u>	
Projected Appropriations -->		522,512	(3)	160,400	(4)	142,966		144,264

100 GENERAL FUND-Net Direct	8%	41,801	15%	24,060	87%	124,381	20%	28,853
500 ELECTRIC OPER.FUND	33%	172,429	50%	80,200	10%	14,297	30%	43,279
510 WATER REV. FUND	25%	130,628	15%	24,060	2%	2,859	15%	21,640
520 SEWER REV. FUND	34%	177,654	15%	24,060	0.5%	715	15%	21,640
560 SANTITION FUND	0%	0	5%	8,020	0.5%	715	20%	28,853
Sub-Total Reimbursement	92%	480,711	85%	136,340	13%	18,586	80%	115,411

	<u>= GRAND TOTALS =</u>		<u>= ACCOUNT =</u>		<u>= FUND FROM =</u>		<u>= FUND TO =</u>	
Projected Appropriations -->		2,960,165						

100 GENERAL FUND-Net Direct	18%	535,577						
500 ELECTRIC OPER.FUND	35%	1,035,174	500.9800.59110		1,035,180			
510 WATER REV. FUND	19%	577,192	510.9800.59110		577,200			
520 SEWER REV. FUND	21%	622,073	520.9800.59110		622,080			
560 SANTITION FUND	6%	190,150	560.9800.59110		190,150			
Sub-Total Reimbursement	82%	2,424,588	100.0000.49600					2,424,610

NOTE: (1) 1400 Law Director excludes \$36,420 of Direct County Reimbursement for Contracted Prosecutor Services and Administration Fees.

NOTE: (2) 1600 Information Systems excludes \$10,000 of Reimbursed Expense allocated to the 272 Court Computerization Fund.

NOTE: (3) 1900 General Government excludes \$16,000 of Electric, \$1,900 of Water & Sewer and \$14,000 Undefined Contingencies, Total \$31,900.

NOTE: (4) 2100 Police-Dispatch Salary, OT and Fringes, 27% Est for (1 FT Equivalent Dispatcher) allocated for Utility & Operations Calls per Council.

2026 ESTIMATED INTERNAL REIMBURSABLE COSTS - ALLOCATION OF SHARED AND DIRECT COSTS

600 CENTRAL GARAGE SHARED COSTS TO ENTERPRISE FUNDS:

Budgeted Allocation (%) was established by City Council, Ord 069-20, Passed 12/21/2020

600 CG DEPARTMENT -->	= 5200 CENTRAL GARAGE =	= ACCOUNT =	= FUND FROM =	= FUND TO =
Projected Appropriations -->	(5) 335,173			
100 GENERAL FUND	15% 50,276	100.9800.59110	50,280	
500 ELECTRIC OPER.FUND	35% 117,311	500.9800.59110	117,320	
510 WATER REV. FUND	5% 16,759	510.9800.59110	16,760	
520 SEWER REV. FUND	20% 67,035	520.9800.59110	67,040	
560 SANTITION FUND	25% 83,793	560.9800.59110	83,800	

Sub-Total Reimbursement	100% 335,173	600.0000.49600		335,200

NOTE: (5) 5200 Garage INCLUDES personnel services.

OTHER SHARED AND DIRECT EXPENSED INTERNAL REIMBURSABLE AMOUNTS:

	= ACCOUNT =	= FUND FROM =	= FUND TO =
100 GENERAL FUND Reimb.-Shared Labor Expenses-Twp	100.9800.59130	10,000	
100 GENERAL FUND Reimbursements-Internal	100.0000.49600		10,000
Record Administrative Salary and Fringes direct funded from 100 General Fund per Township Cnt. for Fire Services.			
100 GENERAL FUND Reimb.-Shared Admin.Expenses	100.9800.59110	10,000	
220 RECREATION FUND Reimbursements-Internal	220.0000.49600		10,000
Reimburse Dept 4100 Recreation Director administrative Salary and Fringes for Overseeing Cemetery Operations.			
100 GENERAL FUND Reimb.-Shared Admin.Expenses	100.9800.59110	5,500	
220 RECREATION FUND Reimbursements-Internal	220.0000.49600		5,500
Reimburse Dept 4400 Seasonal Worker Salary and Fringes for Shared Duties.			
210 EMS TRANSPORT SERVICE FUND Reimb.-Shared Admin.Expenses	210.9800.59110	205,000	
100 GENERAL FUND Reimbursements-Internal	100.0000.49600		205,000
Reimburse Dept 2200 EMS Salary, Fringes and Other Costs to 100 General Fund.			
272 COURT COMPUTERIZATION FUND Reimb.-Shared Admin.Expenses	272.9800.59110	15,000	
100 GENERAL FUND Reimbursements-Internal	100.0000.49600		15,000
Reimburse Dept 1800 MIS Director Budgeted Expenses that are Court Related.			

2026 ESTIMATED INTERNAL REIMBURSABLE COSTS - ALLOCATION OF SHARED AND DIRECT COSTS

ESTIMATED COST CENTERING OF LABOR SHARING REIMBURSEMENT POSTING:

Reimburse Direct Labor Salary and Fringes for work performed by Department Personnel in Other Funds, various as needed.

	= ACCOUNT =	= FUND FROM =	= FUND TO =
200 STREET CONST.MAINT.&REPAIR FD Reimb.-Shared Labor Expenses	200.5100.59130	20,000	
200 STREET CONST.MAINT.&REPAIR FD Reimb.-Shared Labor Expenses	200.5110.59130	7,000	
200 STREET CONST.MAINT.&REPAIR FD Reimb.-Shared Labor Expenses	200.5120.59130	500	
500 ELECTRIC UTILITY REVENUE FUND Reimb.-Shared Labor Expenses	500.9800.59130	0	
510 WATER REVENUE FUND Reimb.-Shared Labor Expenses	510.9800.59130	0	
520 SEWER UTILITY REVENUE FUND Reimb.-Shared Labor Expenses	520.9800.59130	0	
560 SANITATION (REFUSE)REVENUE FD Reimb-Direct Salary & Fringe	560.6400.59160	0	
560 SANITATION (REFUSE)REVENUE FD Reimb-Direct Salary & Fringe	560.6410.59160	0	
560 SANITATION (REFUSE)REVENUE FD Reimb-Direct Salary & Fringe	560.6411.59160	1,000	
560 SANITATION (REFUSE)REVENUE FD Reimb-Direct Salary & Fringe	560.6412.59160	2,000	
560 SANITATION (REFUSE)REVENUE FD Reimb-Direct Salary & Fringe	560.6420.59160	0	
Sub-Total Reimb.-Shared Labor and Direct Salary & Fringe		30,500	

100 GENERAL FUND Reimbursements-Internal	100.0000.49600	3.843%	1,172
200 STREET CONST.MAINT.&REPAIR FD Reimbursements-Internal	200.0000.49600	22.711%	6,927
500 ELECTRIC UTILITY REVENUE FUND Reimbursements-Internal	500.0000.49600	1.115%	340
510 WATER REVENUE FUND Reimbursements-Internal	510.0000.49600	18.903%	5,765
520 SEWER UTILITY REVENUE FUND Reimbursements-Internal	520.0000.49600	38.344%	11,695
560 SANITATION (REFUSE)REVENUE FD Reimbursements-Internal	560.0000.49600	7.154%	2,182
600 CENTRAL GARAGE ROTARY FUND Reimbursements-Internal	600.0000.49600	7.930%	2,419
Sub-Total Reimbursement			30,500

ELECTRIC, WATER & SEWER REIMBURSABLE AMOUNTS FROM 180KWH TAX FUND:

	= ACCOUNT =	= APPROPRIATIONS =
1800 MUNICIPAL COURT/JUDICIAL Utilities-Electric	100.1800.53110	9.757% 16,000
1900 GENERAL GOV./MISCELLANEOUS Utilities-Electric	100.1900.53110	9.757% 16,000
2100 POLICE/SAFETY SERVICES Utilities-Electric	100.2100.53110	9.452% 15,500
2200 FIRE/SAFETY SERVICES Utilities-Electric	100.2200.53110	15.002% 24,600
4700 CEMETERY/GROUNDS Utilities-Electric	100.4700.53110	1.525% 2,500
1800 MUNICIPAL COURT/JUDICIAL Utilities-Water And Sewer	100.1800.53113	1.220% 2,000
1900 GENERAL GOV./MISCELLANEOUS Utilities-Water And Sewer	100.1900.53113	1.159% 1,900
2100 POLICE/SAFETY SERVICES Utilities-Water And Sewer	100.2100.53113	0.915% 1,500
2200 FIRE/SAFETY SERVICES Utilities-Water And Sewer	100.2200.53113	4.421% 7,250
4700 CEMETERY/GROUNDS Utilities-Water And Sewer	100.4700.53113	0.305% 500
5100 SERVICE/STREETS MAINT.&PROP. Utilities-Electric	200.5100.53110	3.635% 5,960
5100 SERVICE/STREETS MAINT.&PROP. Utilities-Water And Sewer	200.5100.53113	0.470% 770
4200 RECREATION/GOLF OPERATING Utilities-Electric	220.4200.53110	4.574% 7,500
4300 RECREATION/POOL OPERATING Utilities-Electric	220.4300.53110	12.197% 20,000
4400 RECREATION/PARKS & PROGRAMS Utilities-Electric	220.4400.53110	15.856% 26,000
4200 RECREATION/GOLF OPERATING Utilities-Water And Sewer	220.4200.53113	2.134% 3,500
4300 RECREATION/POOL OPERATING Utilities-Water And Sewer	220.4300.53113	5.184% 8,500
4400 RECREATION/PARKS & PROGRAMS Utilities-Water And Sewer	220.4400.53113	2.439% 4,000
Sub-Total Reimbursement -->		100% 163,980

	= ACCOUNT =	= FUND FROM =	= FUND TO =
180 KWH TAX COLLECTION FUND (GF) Reimb.-Shared Admin.Expenses	180.9800.59110	163,980	
100 GENERAL FUND Reimbursements-City Utilities	100.0000.49650		87,750
200 STREET CONST.MAINT.&REPAIR FD Reimbursements-City Utilities	200.0000.49650		6,730
220 RECREATION FUND Reimbursements-City Utilities	220.0000.49650		69,500

2026 ESTIMATED INTERNAL REIMBURSABLE COSTS - ALLOCATION OF SHARED AND DIRECT COSTS

ALLOCATION BY FUND - SUMMARY

	<u>= ACCOUNT =</u>	<u>= FUND FROM =</u>	<u>= FUND TO =</u>
100 GENERAL FUND Reimb.-Shared Admin.Expenses	100.9800.59110	65,780	
100 GENERAL FUND Reimb.-Shared Labor Expenses-Twp	100.9800.59130	10,000	
180 KWH TAX COLLECTION FUND (GF) Reimb.-Shared Admin.Expenses	180.9800.59110	163,980	
200 STREET CONST.MAINT.&REPAIR FD Reimb.-Shared Labor Expenses	200.5100.59130	20,000	
200 STREET CONST.MAINT.&REPAIR FD Reimb.-Shared Labor Expenses	200.5110.59130	7,000	
200 STREET CONST.MAINT.&REPAIR FD Reimb.-Shared Labor Expenses	200.5120.59130	500	
210 EMS TRANSPORT SERVICE FUND Reimb.-Shared Admin.Expenses	210.9800.59110	205,000	
272 COURT COMPUTERIZATION FUND Reimb.-Shared Admin.Expenses	272.9800.59110	15,000	
500 ELECTRIC UTILITY REVENUE FUND Reimb.-Shared Admin.Expenses	500.9800.59110	1,152,500	
500 ELECTRIC UTILITY REVENUE FUND Reimb.-Shared Labor Expenses	500.9800.59130	0	
510 WATER REVENUE FUND Reimb.-Shared Admin.Expenses	510.9800.59110	593,960	
510 WATER REVENUE FUND Reimb.-Shared Labor Expenses	510.9800.59130	0	
519 WATER PLANT IMPROV & RENO FUND Reimb.-Shared Labor Expenses	519.9800.59130	0	
520 SEWER UTILITY REVENUE FUND Reimb.-Shared Admin.Expenses	520.9800.59110	689,120	
520 SEWER UTILITY REVENUE FUND Reimb.-Shared Labor Expenses	520.9800.59130	0	
560 SANITATION (REFUSE)REVENUE FD Reimb-Direct Salary & Fringe	560.6400.59160	0	
560 SANITATION (REFUSE)REVENUE FD Reimb-Direct Salary & Fringe	560.6410.59160	0	
560 SANITATION (REFUSE)REVENUE FD Reimb-Direct Salary & Fringe	560.6411.59160	1,000	
560 SANITATION (REFUSE)REVENUE FD Reimb-Direct Salary & Fringe	560.6412.59160	2,000	
560 SANITATION (REFUSE)REVENUE FD Reimb-Direct Salary & Fringe	560.6420.59160	0	
560 SANITATION (REFUSE)REVENUE FD Reimb.-Shared Admin.Expenses	560.9800.59110	273,950	
		
EXPENDITURE - GRAND TOTAL		3,199,790	
100 GENERAL FUND Reimbursements-Internal	100.0000.49600		2,655,782
100 GENERAL FUND Reimbursements-City Utilities	100.0000.49650		87,750
200 STREET CONST.MAINT.&REPAIR FD Reimbursements-Internal	200.0000.49600		6,927
200 STREET CONST.MAINT.&REPAIR FD Reimbursements-City Utilities	200.0000.49650		6,730
220 RECREATION FUND Reimbursements-Internal	220.0000.49600		15,500
220 RECREATION FUND Reimbursements-City Utilities	220.0000.49650		69,500
500 ELECTRIC UTILITY REVENUE FUND Reimbursements-Internal	500.0000.49600		340
510 WATER REVENUE FUND Reimbursements-Internal	510.0000.49600		5,765
520 SEWER UTILITY REVENUE FUND Reimbursements-Internal	520.0000.49600		11,695
560 SANITATION (REFUSE)REVENUE FD Reimbursements-Internal	560.0000.49600		2,182
600 CENTRAL GARAGE ROTARY FUND Reimbursements-Internal	600.0000.49600		337,619
		
REVENUE - GRAND TOTAL			3,199,790

ORDINANCE NO. 050-25

AN ORDINANCE ESTABLISHING A NEW POSITION CLASSIFICATION PAY PLAN FOR EMPLOYEES OF THE CITY OF NAPOLEON, OHIO FOR THE YEAR 2026; REPEALING ORDINANCE NO. 041-24; AND DECLARING AN EMERGENCY

WHEREAS, Council reviewed the proposed year 2026 annual appropriation measure and finds, in general, as it relates to non-bargaining employees of the City of Napoleon, Ohio, that a compensation increase of four and three-fourths percent (4.75%) is generally warranted subject to various considerations as contained herein; and,

WHEREAS, Exhibits A, B, and C attached hereto and incorporated herein, reflect pay scales for City of Napoleon non-bargaining employees. The pay scales noted in these Exhibits generally contain a four and three-fourths percent (4.75%) pay increase from the 2025 pay scales; and,

WHEREAS, Council desires to make said compensation increases effective on the pay period commencing on or about December 22, 2025; and,

WHEREAS, Council now desires to adopt a new 2026 Classification Pay Plan for its non-bargaining employees as stated in this Ordinance and Exhibits A, B, and C;
Now Therefore,

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

Section 1. That, notwithstanding any Ordinance or Resolution to the contrary, the City of Napoleon, Ohio, (the "City") had previously established a new 2025 Position Classification Pay Plan ("Pay Plan") for its non-bargaining employees, passed by Council on December 16, 2024.

Section 2. That, effective with the first pay period for the year 2026, that commences on or about December 22, 2025, the pay scale (steps) for the City's non bargaining employees (full time) positions of this city shall be provided, unless modified, as established in Exhibit A, attached and incorporated herein. Subject to the provisions of the City's Personnel Code, the Employment Policy Manual as Amended 2014-1 (Ordinance No. 084-14), and Section 3 of this Ordinance, the Department Director or Appointing Authority may place any employee affected by this Ordinance at the level of compensation the Department Director or Appointing Authority deems appropriate as listed in Exhibit A.

Section 3. That, effective with the first pay period for the year 2026, which commences on or about December 22, 2025, each non-bargaining employee (full time regular) (hourly), subject to Employment Policy Manual Policy §8.10 (Compensation Reviews), is eligible on such employee's annual hiring anniversary date of uninterrupted full time service with the City, to be advanced one (1) step in the Pay Plan until the maximum step is reached. The non-bargaining employee's (full time regular) (hourly) step location prior to advancement in the Pay Plan shall be determined by contrasting the base hourly rate said employee received prior to the enactment of this Ordinance with the table found in Exhibit A for the respective year. For new hires or current employees, the Department Director or Appointing Authority may place an employee within the scale where the Department Director or Appointing Authority deems appropriate considering

merit and fitness. Nothing in this Section shall be construed to prohibit a decrease in pay. Step increases for transfer employees shall be in accordance with §197.09(e) of the Personnel Code. A mere reclassification of a current position, where job duties are substantially the same, does not constitute a transfer.

Section 4. That, effective with the first pay period for the Year 2026, that commences on or about December 22, 2025, the pay scale for non-bargaining employee (salaried) (full time) positions of this City which are exempt under the Fair Labor Standards Act (FLSA) as it relates to overtime, shall be provided, unless modified, as established in Exhibit B, attached and incorporated herein, (expressed in base biweekly salary amounts). Subject to the provisions of the City's Personnel Code, the Employment Policy Manual as Amended 2014-1 (Ordinance No. 084-14), and Section 5 of this Ordinance, the Department Director or Appointing Authority may place any employee affected by this Ordinance at the level the Department Director or Appointing Authority deems appropriate as listed in Exhibit B.

Section 5. That, effective with the first pay period for the Year 2026, that commences on or about December 22, 2025, each non bargaining employee (salaried) (full time) position of this City as defined in Section 4 of this Ordinance, is eligible to have a minimum salary increase of four and three-fourths percent (4.75%) for Year 2026, subject to Employment Policy Manual "Policy §8.10 (Compensation Reviews)," calculated from what the employee is making at the time just prior to the proposed increase period, and as reflected in the amounts expressed in Exhibit B. In no event shall any increase place the employee above the top scale as established in Section 4 of this Ordinance. For new hires or current employees, the Department Director or Appointing Authority may place an employee, at any time, within the scale where the Department Director or Appointing Authority deems appropriate considering merit and fitness. Nothing in this Section shall be construed to prohibit a decrease in pay.

Section 6. That, effective with the first pay period of the Year 2026, that commences on or about December 22, 2025, the Pay Scale (steps) for part time, permanent part time, and temporary employees of this City shall be provided unless modified, as stated in the table found in Exhibit C (attached and incorporated herein), except when Federal or State minimum wage of a higher amount is required, then the higher amount of the Federal or State minimum wage shall apply. Subject to the provisions of the City's Personnel Code and Employment Policy Manual as Amended 2014-1 (Ordinance No. 084-14), the Department Director or Appointing Authority may place any employee affected by this Ordinance at the level the Department Director or Appointing Authority deems appropriate as listed in Exhibit C. Employment Policy Manual 2014-1, Policy Section 8.10, (compensation reviews), is applicable only to permanent part time employees, not part time or temporary employees.

Section 7. That, all paid part time, permanent part time, and temporary employees of the City shall, effective with the first pay period of the Year 2026, that commences on or about December 22, 2025, have a minimum hourly base pay increase of four and three-fourths percent (4.75%) for Year 2026 calculated from what the employee's base rate was just prior to this proposed increase, and as is reflected in the amounts expressed in Exhibit C (the amounts include the four and three-fourths percent (4.75%) increase). Only permanent part time employees are subject to Employment Policy Manual 2014-1 Policy §8.10 (compensation reviews), when applicable. For new hires or current employees of the City, the Appointing Authority or Department Director

may place an employee within the scale where the Appointing Authority or Department Director deems appropriate considering merit and fitness. Nothing in this section shall be construed to prohibit a decrease in pay. The non-full time status positions found in Exhibit C (i.e. temporary part time or permanent part time) may be modified by the Appointing Authority or Department Director at any time, except that Council shall approve any modification to a full time status. Additionally, the position of Probation Officer CCA 2.0 Grant is hereby set as expressed in Exhibit C.

Section 8. That, compensation for employees' appointments made in order to fill temporarily vacant positions shall be at a rate established by the Department Director or Appointing Authority, except that it shall not exceed the top pay scale established in this Ordinance for the position being filled. Temporary positions being filled by temporary employees for whom no pay scale has been established shall be at a pay scale established by the Department Director or Appointing Authority by comparing the temporary position created to the most similar position established within the same department that is utilizing the temporary employee. In the event no such similar position exists, then it shall be paid in an amount as determined appropriate by the Department Director or Appointing Authority so long as the amount paid may be accomplished without exceeding the department's annual budget.

Section 9. That, notwithstanding any section of this Ordinance to the contrary, compensation of the Clerk of the Napoleon Municipal Court shall be as found in Section 4 of this Ordinance and as stated in Exhibit B unless otherwise set by the Municipal Court Judge pursuant to ORC §1901.31 (C).

Section 10. That, compensation for the Chief Deputy Clerk and all other Deputy Clerks of the Napoleon Municipal Court shall be as set by the Clerk of the Napoleon Municipal Court pursuant to ORC §1901.31 and as stated in Exhibits A, B, and C.

Section 11. That, the compensation for Municipal Court Bailiff and/or Deputy Bailiff shall be established by the Municipal Court pursuant to ORC §1901.32 and as stated in Exhibits A, B, and C.

Section 12. That, all positions and/or classifications found in this Ordinance shall be deemed created, established, and existing in and for the City of Napoleon, Ohio. The status of part time employees may be further defined by the Department Director or Appointing Authority as permanent part time, temporary, seasonal, or intermittent employees without affecting the compensation status as stated in this Ordinance. Nothing in this Ordinance shall be construed as mandating that each and every position and/or classification be filled by this City.

Section 13. That, this Ordinance allows the terms and conditions of this pay increase to be retroactively applied, the same being hereby approved as it so exists.

Section 14. That, those employees who are covered by collective bargaining agreements shall be paid in accordance with the respective collective bargaining agreement.

Section 15. That, all compensation paid under this Ordinance is subject to appropriation of funds by Council.

Section 16. That, the Finance Director may adjust compensation for all affected employees to meet the intent of this Ordinance.

Section 17. That, all pay scales reflected in this Pay Plan shall be rounded, utilizing the five rule, to the nearest penny.

Section 18. That, no position mentioned in this Ordinance shall receive longevity benefit unless specified in this City's adopted longevity plan unless otherwise specifically provided for herein, or except as may be permitted by the City's longevity policy.

Section 19. That, any employee who is employed by the City in more than one position shall be paid overtime in accordance with State and Federal wage and salary laws (specifically, after forty hours of work within one week the person should receive overtime based on the salary or wage for the position they are working when they surpass forty hours for that work week). However, but for the employee's normal scheduled employment, the department that causes the overtime shall be liable for the payment of overtime regardless of where the hours were worked.

Section 20. That, Ordinance No. 041-24 is repealed in its entirety effective December 22, 2025.

Section 21. 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 22. 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 23. That, this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, or safety of the City and its inhabitants, and for the further reason that this legislation must be in effect at the earliest possible time to allow for proper payment of wages to employees, proper payment being essential to the harmony of the necessary workforce; therefore, provided the required number of votes for passage as emergency legislation, it shall be in full force and effect immediately upon its passage; otherwise, it shall be in full force and effect at the earliest time permitted by law. Further, the Emergency Clause is necessary to be in effect at the earliest possible time to allow for proper processing of wages to employees, this being essential to the harmony of the necessary workforce, and for further reasons as stated in the Preamble hereof.

Passed: _____

J. Ross Durham, Council President

Approved: _____

Joseph D. Bialorucki, Mayor

VOTE ON PASSAGE _____ Yea _____ Nay _____ Abstain

Attest:

Ann Harper, Clerk of Council

I, Ann Harper, Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Ordinance No. 050-25 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the _____ day of _____, 2025; & 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.

Ann Harper, Clerk of Council

2026 Pay Ordinance

EXHIBIT "A"

(BASE HOURLY RATE)

<u>Title</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
Clerk-Typist II	\$14.80	\$17.04	\$18.28	\$19.61
Receptionist	\$16.75	\$19.20	\$20.58	\$22.13
Administrative Assistant	\$20.39	\$23.54	\$25.29	\$27.21
Front Desk Administrator	\$14.80	\$16.72	\$17.52	\$18.53
Service Building Secretary	\$14.80	\$16.72	\$17.52	\$18.53
Senior Service Building Secretary	\$24.77	\$26.40	\$28.09	\$29.91
Executive Assistant to Appointing Authority	\$24.77	\$26.40	\$28.09	\$29.91
Executive Assistant/Paralegal to Law Director	\$33.87	\$36.19	\$38.63	\$41.07
Account Clerk I	\$14.80	\$16.72	\$17.52	\$18.52
Account Clerk II	\$18.39	\$21.10	\$22.70	\$24.50
Utility Billing Administrator	\$20.89	\$24.06	\$25.76	\$30.61
Senior Account Clerk	\$20.39	\$23.54	\$25.30	\$29.92
Records Clerk/Recorder	\$18.39	\$21.10	\$22.69	\$24.49
Accounts Payable Clerk	\$18.39	\$21.10	\$22.69	\$25.76
Tax Administrator	\$20.89	\$24.05	\$25.76	\$30.61
Engineering Technician	\$20.80	\$22.26	\$23.82	\$25.48
Senior Engineering Technician	\$26.59	\$28.44	\$30.43	\$32.58
Staff Engineer	\$27.75	\$29.69	\$31.76	\$33.98
Licensed Staff Engineer	\$43.78	\$46.84	\$50.12	\$53.63
Construction Inspector	\$30.00	\$34.46	\$36.92	\$40.58
Senior Electric Engineering Technician	\$24.76	\$28.54	\$30.68	\$32.94
GIS Technician	\$20.80	\$22.26	\$23.82	\$25.48
Senior GIS Technician	\$32.94	\$35.25	\$37.72	\$39.01
Electrical Construction/Maintenance Inspector	\$32.94	\$35.25	\$37.72	\$40.36
Zoning Administrator	\$24.76	\$28.54	\$30.68	\$32.94
Assistant Water Superintendent	\$38.32	\$39.46	\$40.57	\$41.86
Chief Water Treatment Operator	\$26.65	\$30.68	\$32.84	\$37.13
Chief Wastewater Treatment Operator	\$26.65	\$30.68	\$32.84	\$37.13
Police Lieutenant	\$40.24	\$41.36	\$42.44	\$43.56
Deputy Court Clerk	\$19.78	\$21.54	\$23.10	\$24.75
Chief Probation Officer	\$23.88	\$0.00	\$0.00	\$26.40
IT Specialist	\$24.76	\$28.54	\$30.67	\$32.94
Probation Officer / Bailiff	\$23.05	\$24.09	\$25.14	\$26.40
Facility Manager/Recreation Pro. Coord.	\$22.33	\$24.12	\$26.10	\$27.92
Assistant Golf Course and Ground Superintendent	\$22.00	\$23.54	\$25.18	\$26.95
Assistant Wastewater Superintendent	\$38.32	\$39.46	\$40.57	\$41.86

*4.75% Increase from 2025.

*Licensed Staff Engineer position capable of obtaining \$2.00 an hour more for Surveyor Intern (SI) Certification and \$3.00 per hour more for PS Certification.

2026 Pay Ordinance

EXHIBIT "B"

(BASED ON AN 80 HOUR PAY PERIOD)

<u>Title</u>	<u>BOTTOM</u>	<u>TOP</u>
Assistant to the City Engineer	\$3,333.98	\$3,846.99
City Engineer	\$3,911.09	\$4,744.60
Public Works Director	\$4,651.58	\$5,569.32
Golf Course & Grounds Superintendent	\$2,601.99	\$3,497.60
Parks & Recreation Director/Cemetery	\$2,862.19	\$3,847.35
Assistant Finance Director	\$3,552.61	\$4,123.97
Electrical Engineer	\$3,699.81	\$4,308.87
Electric Distribution Superintendent	\$3,772.14	\$4,646.72
IT Administrator	\$2,327.29	\$3,740.91
Human Resources Director	\$2,653.42	\$4,026.67
Municipal Court Bailiff	\$1,818.11	\$2,576.97
Municipal Court Clerk	\$2,248.81	\$3,938.07
Assistant Fire Chief	\$3,496.67	\$3,709.07
Fire Chief	\$3,961.36	\$4,202.60
Operations Superintendent	\$3,395.60	\$3,915.99
Water Superintendent	\$3,691.36	\$3,915.99
Wastewater Superintendent	\$3,691.36	\$3,915.99
Chief of Police	\$3,961.36	\$4,202.60
Assistant Chief of Police	\$3,496.67	\$3,709.07

*4.75% Increase from 2025.

2026 Pay Ordinance

EXHIBIT "C"

(BASE HOURLY RATE)

<u>Title</u>	<u>Bottom</u>	<u>Top</u>
Front Desk Administrator (Part Time)	\$11.91	\$16.28
Administrative Assistant (Part Time)	\$0.00	\$35.62
Executive Assistant to the Appointed Authority (PT)	\$33.87	\$41.07
Legal Clerk (Temporary)	\$17.12	\$27.51
Probationary/Trainee Fire Fighter/EMT	\$16.67	\$16.67
All Fire/Rescue Department (Part Time)	\$16.67	\$29.04
Deputy Court Clerk (Part Time)	\$13.20	\$18.14
Deputy Court Bailiff (Part Time)	\$0.00	\$17.37
Probation Officer PIIG Grant	\$0.00	\$19.62
Construction Inspection (Temporary)	\$16.02	\$17.15
Construction Engineer (Temporary) Engineering Dept.	\$48.58	\$52.06
Income Tax/Collection Clerk (Part Time)	\$11.91	\$21.01
Lifeguard (Seasonal)	\$11.27	\$17.80
Seasonal Laborer – Other	\$11.27	\$17.80
Recreation Worker (Seasonal)	\$11.27	\$17.80
Parks Maintenance Worker (Seasonal)	\$11.27	\$17.80
Golf Course Clubhouse Attendant (Seasonal)	\$11.27	\$17.80
Senior Center Fitness Coordinator (Part Time)	\$11.27	\$17.80
CODE ENFORCEMENT INSPECTOR	\$23.09	\$35.91
Adjunct EMS Instructor Fire Depart. (Part-Time)	\$0.00	\$24.66
Adjunct Fire Instructor Fire Depart. (Part-Time)	\$0.00	\$24.66

*4.75% Increase from 2025.

RESOLUTION NO. 051-25

A RESOLUTION AUTHORIZING A CONTRIBUTION TO THE COMMUNITY IMPROVEMENT CORPORATION OF HENRY COUNTY, OHIO, IN AND FOR THE YEAR 2026; AND DECLARING AN EMERGENCY

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

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

WHEREAS, this Council desires to further advance the Plan and has determined to financially assist the CIC with operational and the other expenses in the year 2026;
Now Therefore,

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

Section 1. That, in an effort to further advance the Plan referenced in the preamble of this Resolution, the City Finance Director is directed and authorized to pay to The Community Improvement Corporation of Henry County, Ohio (CIC) the amount of forty-seven thousand dollars (\$47,000) in and for the year 2026 to the CIC for operational expenses and costs for the advancement of economic development projects for both present companies and future companies. The amounts contributed herein are deemed by this Council to be a proper public expenditure of public funds.

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

Section 3. That, all payments stated in this Resolution are subject to appropriation of funds by Council. In the event appropriation of funds by Council is satisfied, payment shall be made by the Finance Director in quarterly installments to the CIC, all in and for the year 2026.

Section 4. That, Resolution No. 042-24 is repealed upon the effective date of this Resolution.

Section 5. That, it is found and determined that all formal actions of this City Council concerning and relating to the adoption of this Resolution were adopted in open meetings of this City Council, and that all deliberations of this City Council and any of its

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

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

Section 7. That, this Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health or safety of the City and its inhabitants, and for the further reason that this legislation must be in effect at the earliest possible time to allow for economic projects to timely move forward; projects that will create jobs; therefore, provided it receives the required number of votes for passage as emergency legislation, it shall be in full force and effect immediately upon its passage; otherwise, it shall be in full force and effect at the earliest time permitted by law.

Passed: _____
J. Ross Durham, Council President

Approved: _____
Joseph D. Bialorucki, Mayor

VOTE ON PASSAGE ____ Yea ____ Nay ____ Abstain

Attest:

Ann Harper, Clerk of Council

I, Ann Harper, Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Resolution No. 051-25 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the _____ day of _____; 2025; & 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.

Ann Harper, Clerk of Council

RESOLUTION NO. 052-25

A RESOLUTION AUTHORIZING EXPENDITURE OF FUNDS IN EXCESS OF FIFTY THOUSAND DOLLARS (\$50,000) IN AND FOR THE YEAR 2026 AS IT RELATES TO REOCCURRING COSTS ASSOCIATED WITH THE OPERATION OF THE CITY, FOR PAYMENT OF EXPENSES, AND FOR PURCHASES ASSOCIATED WITH VENDORS UTILIZED BY MULTIPLE DEPARTMENTS WITHIN THE CITY; ELIMINATION OF NECESSITY OF COMPETITIVE BIDDING IN AND FOR THE YEAR 2026 AS IT RELATES TO CERTAIN TRANSACTIONS; AND DECLARING AN EMERGENCY

WHEREAS, the City each year has reoccurring costs associated with the conducting of business with groups or associations established for or on behalf of the political subdivisions or instrumentalities of the State, which annually exceed fifty thousand dollars (\$50,000); and,

WHEREAS, the City each year has reoccurring costs associated with the conducting of business, many which result in mandatory payments or merely occurs as a result of the method of accounting utilized by the City's Finance Department; and,

WHEREAS, for convenience and efficiency, purchase orders are annually written to vendors by multiple departments of the City with a combined total that exceeds fifty thousand dollars (\$50,000);
Now Therefore,

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

Section 1. That, the expenditure of funds by the City in excess of fifty thousand dollars (\$50,000), in and for the year 2026, is hereby necessary and authorized as a proper public expenditure, subject to appropriation of funds, for purchases, services, coverage, or benefits listed in Exhibit A attached hereto and made a part of this Resolution.

Section 2. That, the expenditure of funds by the City in excess of fifty thousand dollars (\$50,000), in and for the year 2026, is hereby necessary and authorized as a proper public expenditure, subject to appropriation of funds, for the following purchases associated with recreation, fund balance maintenance, public labor costs, public auditing, utilities, bonding, accounting, the payment of debt service, postal service, banking, permitting, and codification listed in Exhibit B attached hereto and made a part of this Resolution.

Section 3. That, the expenditure of funds in excess of fifty thousand dollars (\$50,000) is hereby necessary and authorized as a proper public expenditure, subject to appropriation of funds, for the City's cumulative purchase of product, supply, equipment and/or services periodically through the year 2026 from the following vendors; however, in no event shall the amount exceed fifty thousand dollars (\$50,000) for any one purchase of product, supply, equipment and/or services or any one specific project under the authority of this Resolution listed in Exhibit C attached hereto and made a part of this Resolution.

Section 4. That, due to nature or uniqueness of the transactions or vending listed in Sections 1, 2 and 3 of this Resolution, except for the prohibition in Section 3 regarding the one time purchase over fifty thousand dollars (\$50,000), any requirement that may exist for competitive bidding is hereby eliminated in the best interest of the City.

Section 5. That, nothing in this Resolution shall be construed as to eliminate the necessity of quality based selection as it relates to architect, engineer or construction services for any one project that would otherwise require such a selection process, as such elimination of quality based selection would

require separate Council action; moreover, nothing in this Resolution shall be construed as to eliminate the restriction found in Section 3 of this Resolution as it relates to a single purchase or project expenditures.

Section 6. 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 7. 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, and for the further reason that this legislation must be in effect at the earliest possible time to allow for prompt purchases required to remain operational, being operational essential to public peace, health or safety; therefore, provided it receives the required number of votes for passage as emergency legislation, it shall be in full force and effect immediately upon its passage; otherwise, it shall be in full force and effect at the earliest time permitted by law. Further, the Emergency Clause is necessary to begin the process in a timely manner which affects the public peace, health, and safety accessible to our citizens, and for further reasons as stated in the Preamble hereof.

Passed: _____

J. Ross Durham, Council President

Approved: _____

Joseph D. Bialorucki, Mayor

VOTE ON PASSAGE ____ Yea ____ Nay ____ Abstain

Attest:

Ann Harper, Clerk of Council

I, Ann Harper, Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Resolution No. 052-25 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the _____ day of _____, 2025; & 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.

Ann Harper, Clerk of Council

EXHIBIT "A"

American Municipal Power, Inc.	For: Contracted Power Purchase and Services
BORMA Benefit Plans	For: Insurance Premiums (Health)
CIC of Henry County, Ohio	For: Economic Development Services
Henry County Auditor	For: Auditor Fees, Assessment Fees, Real Estate Tax & Law Library Payments
Henry County Chamber of Commerce	For: Chamber Programs, Tourist Bureau and Other
Henry County Commissioners	For: Various Items
Henry County Engineer	For: Engineering Shared Projects and Materials
Northwestern Ohio Water & Sewer District	For: Payments for Water Collections
Auditor of State of Ohio	For: Annual Auditing Services
MAN Unit	For: Police Services and Narcotics Task Force
Maumee Valley Planning	For: CHIS/CHIP Grant Administration
Ohio Bureau of Workers Compensation	For: Employee Worker's Comp. Insurance Coverage
Ohio Police Pension Fund	For: Police Pension Payment
Ohio Fire Pension Fund	For: Fire Pension Payment
Ohio Public Employers' Retirement System	For: Pension Payments
Public Entities Pool (PEP)	For: Insurance Premiums (Property & Casualty)
Regional Income Tax Authority (R.I.T.A.)	For: City Income Tax Collection Services
Treasurer State of Ohio	For: Various Items
Treasurer State of Ohio, ODOT	For: Road Salt & Other Items

EXHIBIT "B"

BHM CPA Group, Inc.	For: Auditing Services
Bonded Chemical	For: Chemicals at Water Treatment Plant
Bryan Publishing	For: Newspaper Publication Services
City of Napoleon, Fuel Rotary	For: Fuel Purchases
City of Napoleon, Garage Rotary	For: Garage Rotary Services
City of Napoleon, Income Tax	For: Refunds of Income Taxes
City of Napoleon, Payroll	For: Payroll Postings
City of Napoleon, Reimbursements	For: Inter-fund Reimbursements
City of Napoleon, Rescue	For: Township Portion of EMS Revenues
City of Napoleon, Utility	For: Meter Deposit Refunds
City of Napoleon, Utility	For: Utility Services
City of Napoleon, Utility	For: Water and Sewer Refunds
City of Napoleon, Utility	For: Electric Refunds
Farmer and Merchant's State Bank	For: Banking and Debt Service Payments
Greenline	For: Telephone Services
Huntington National Bank	For: Debt Service Payments
InvoiceCloud	For: City Utility Payment Services
KSB Dubric	For: Pump supplies and repairs
Meyer Equipment	For: Excavation Vehicle
National Processing Company (NPC)	For: Credit Card Processing Fees
Ohio CAT	For: Equipment Rental & Parts
Ohio Gas Company	For: Utility Services
Ohio Water Development (OWDA)	For: Debt Service Payment
OMEGA JV5/Amp-Ohio Inc.	For: Purchase of Power
OMEGA JV6/Amp-Ohio Inc.	For: Purchase of Power
PNC Bank, N.A.	For: Debt Service Payments
Postmaster	For: Postal Services and Supply
Rescue-Township Charges (EMS)	For: EMS Revenues to Townships
Schonhardt and Associates	For: CAFR Preparation and Consultation Services
Smart Bill, LTD	For: Utility Bill Printing and Mailing
Squires, Patton, Boggs (US) LLP	For: Bond Counsel (Professional Services)
Telnamix	For: City Phone Services
The Accumed Group	For: EMS Billings and Collections
Treasurer State of Ohio	For: Payments to State
US EPA (Treasurer, State of Ohio)	For: Permits
Verizon Wireless	For: Wireless Phone Services
Weltman, Weinberg & Reis	For: Collection Services

EXHIBIT "C"

A & A Custom Crushing	For: Concrete Crushing
A Cut Above the Rest Tree Service	For: Tree Services
A Meridith Schneider Co	For: Wood Utility Poles
Altec Industries	For: Digger Truck Services
Alloway	For: Professional Services – Lab Testing
Amazon	For: Various City Supplies & Equipment
American Rock Salt Co., LLC	For: Road Salt
Anixter Inc.	For: Electrical Transformers, Parts and Supplies
Atlantic Emergency Solutions	For: Safety Services Equipment Purchases & Repair
Axon	For: Tasers & Body Cameras
Baker & Associates, Ltd	For: Lift Station Pumps
Baker Vehicle Systems	For: Vehicle Parts & Repairs
Baldwin Poles	For: Utility Poles
Barber, Kaper, Stamm, McWatter, Whitlock & Maloney, LLC	For: Professional Services (Outside Legal Counsel)
Boundtree Medical Supply, LLC	For: Medical Supplies
Brown Equipment Company	For: Sewer Jet/Hydro Excavating Truck
Brown Supply Co.	For: Janitorial Supplies
Brownstown Electric Supply	For: Electrical Supplies
Buckeye Pumps	For: Pump Repairs and Parts
Burch Hydro	For: Electrical Supplies & Sludge Removal
Burke Excavating and Mowing	For: Construction and Mowing Services
Bryan Excavating	For: Construction Services
Cahaba Timber	For: Wood Electric Poles
Cargill, Inc.	For: Road Salt
C&W Tank Cleaning	For: Digester Cleaning
CDW Government, Inc.	For: Computers and Supplies
CentralSquare Technologies LLC	For: Safety Services Software
Century Equipment	For: Golf Carts, Tractors, Mowers
Chemtrade Chemicals US, LLC	For: Chemicals
Civica North America Inc.	For: Software and Hardware Systems
Clarke Mosquito Control Product	For: Mosquito Control Supply
Clemons Nelson	For: Legal Services
Compass Minerals America	For: Road Salt
Craun Liebring	For: Lift Station Upgrades
Damschroder Roofing	For: Construction Services

Defiance County Landfill	For: Sanitation Dumping Services/Landfill Biosolids
Dell Marketing	For: IT Hardware Systems
Eaton	For: Substation Supplies and Repairs
Eddie Poles LLC	For: Wood Utility Poles
Ekoton USA Corporation	For: Sludge Press Rental
Encompass Engineers	For: Electrical Engineering Services
Environmental Equipment Sales	For: Parts and Supplies Purchases/Equipment Repairs
Ermco	For: Electric Transformers
Estabrook, Corp.	For: Pump Supplies and Repairs
Feller-Finch & Associates, Inc.	For: Engineering Services (Professional Services)
Ferguson Waterworks	For: Operations Parts and Supplies
Finley Fire Equipment	For: Fire Engines and Service Repairs
Fire Safety Services Inc.	For: Fire Services and Supply
Fire Service, Inc.	For: Fire Services and Supply
Fitzenrider, Inc. /Air Force One	For: Heating and Air Conditioning Service Work
Flex-Com	For: Camera Systems
Forrest Auto Supply	For: Automotive Parts & Supplies
Ganley Chevrolet of Aurora LLC	For: Police Vehicles
GEM	For: HVAC Purchase and Installation
Gerken Asphalt Paving, Inc.	For: Paving Materials & Asphalt Laying
Heartland Disposal	For: Sludge Removal
Henschen and Associates, Inc.	For: Software and Hardware Systems
Hoff Consulting, LLC	For: Consulting Services
Hydro Dyne Engineering, Inc.	For: Wastewater Remanufacturing of Screens
Jack Doheny Supplies Ohio, Inc.	For: Wastewater Supplies
J.A. Hillis Excavating, LLC	For: Excavation Services
Jerry Pate Turf & Irrigation	For: Mower and Equipment Supplies
Jerry Tonjes dba JT's Bldg Maint.	For: Maintenance/Construction/Nuisance Abatement
Jim Speiser & Sons Inc	For: Electrical Services
Jones & Henry Engineers, LTD	For: Consulting Services
K-Tech	For: Beet Heet
Kalida Truck	For: Vehicle Accessories
Koester Corp.	For: Engineering Services
Kuhlman Corp.	For: Parts and Supply
Kurtz Ace Hardware	For: Parts and Supply
Masterpiece Sign Graphics, Inc.	For: Signs

Meeder Investment Management	For: Investment Management Services
Meggar	For: Electrical Testing Equipment
Meldrum Mechanical	For: Pump Supplies & Equipment Repairs
Midwest Compost	For: Digester Cleaning
Midwest Public Safety LLC	For: Police Vehicle Accessories
Motorola	For: First Responder Radios
MUSCO Sports Lighting	For: Lighting Equipment Purchases
Myers Power Products, Inc.	For: Substation Supplies and Repairs
Neptune Equipment Co. (NECO)	For: Meter Parts and Supplies
Newegg Business	For: Computers and Supplies
Northwest Landscape Service	For: Landscaping and Supplies, Roadside & City Owned Property Mowing
Northwest Pools	For: Pool Chemicals
NRP Midwest	For: Wastewater Treatment Chemicals
Office Depot	For: Office Supply
One Source Waste Solutions	For: Waste Services
O'Reilly Auto Parts	For: Parts & Supplies
P&R Communications	For: Radio repair and parts
Parker Hannfin Corp.	For: Water Meter Analyzer
Path Master	For: Traffic Signals Supplies and Services
Patterson Pope	For: Municipal Court Record Scanning
Perrysburg Pipe and Supply	For: Parts and Supply
Perry Corporation	For: Copier, Scanner and Printer Supplies
Peterman Associates, Inc.	For: Engineering Services (Professional Services)
Physio-Control	For: Fire Equipment and Supplies
Poggemeyer Design Group	For: Electrical Engineering Services
Porter's BP, LLC	For: Gas and Diesel Fuel
Power Engineers	For: Engineering Services
Powerhouse Supply	For: Electrical Parts and Supplies
Powerline Supply Co.	For: Electrical Parts and Supplies
Process Solutions, Inc	For: Membrane Services, Cleaning & Chemicals
Pyrotechnico	For: Fireworks
Quality Cleaning Services of NW Ohio	For: Janitorial Services
RTEC Communications, Inc.	For: Communication Supplies & Equipment
Reinke Ford	For: Automotive Services
Reveille	For: Engineering Services
Richland Co. & Associates	For: Construction Services
Rupp Rosebrock, Inc.	For: Construction Services

Sauber Manufacturing Co.	For: Reel Trailers
Scanworks	For: Municipal Court Record Scanning
Schneider	For: Software for Metering
Schweitzer Engineering	For: Electrical Substation Materials
SHI International	For: Computers, Parts and Supplies
Snyder Chevrolet, Inc.	For: Automotive Services
Southeastern Equipment	For: Operations Parts and Supplies
Spectrum Engineering Corp.	For: Engineering Services (Professional Services)
Spengler Nathanson, PLL	For: Outside Counsel (Professional Services)
Stantec Consulting Services, Inc.	For: Engineering Services (Professional Services)
Statewide Ford Lincoln	For: Police vehicles
Stoops Freightliner	For: Vehicle parts
Stuart C. Irby Co.	For: Electrical Parts & Supplies
Sunbelt Solomon	For: Transformers and Electric Supplies
Superior Uniform Sales, Inc.	For: Uniform Services
Survalent Technology	For: SCADA Programming Services
Tantalus Systems Inc.	For: AMI Meter Reading System Services
Target Specialty Products	For: Golf Course Chemicals
Tawa Tree Service	For: Tree Services
Tawa Mulch Landscape Supply	For: Landscaping Services
Terex Utilities, Inc.	For: Electric Equipment Purchases
The Accumed Group	For: Ambulance Billing Services
Toledo Edison	For: Contracted Power Services
Toledo Fence & Supply Co.	For: Fencing Supplies
T & R Electric	For: Transformers
Tri City Industrial Power	For: Batteries & Other Power Supplies
Uniliance	For: Construction Services
UniFirst Corporation	For: Uniforms & Supplies
US Utility Contractor Co.	For: Traffic and Electrical Services
USALCO	For: Chemicals for Water Treatment
Utility Service Group	For: Chemicals for Water Treatment
Utility Services	For: NERC Compliance Services
Utility Truck Equipment	For: Bucket Truck
Vermeer	For: Wood Chipper/Parts
Vermilion Land Clearing Service	For: Tree Clearing
Vernon Nagel, Inc.	For: Trucking, Hauling, and Excavating Services

Viking Trucking, Inc.
Watchman Tree Service, LLC
Werlor, Inc.

Wesco Distribution, Inc.
Wigen Water Technologies

Wood County Land Fill
WR Meyers Co., Inc.
Wright Express FSC-WEX, Inc.
ZTH, LLC

For: Trucking and Hauling Services
For: Tree Services (Planting, Removal, Stump Grinding)
For: Brush Grinding Services/Recycling
Services
For: Electrical Supplies
For: Membrane Services, Cleaning &
Chemicals
For: Sanitation Dumping Services
For: Construction and Excavating Services
For: Fuel Purchases
For: Sludge Hauling

RESOLUTION NO. 053-25

A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS AND AUTHORIZING A DEPARTMENT DIRECTOR TO TAKE BIDS ON CERTAIN PROJECTS, SERVICES, EQUIPMENT, MATERIALS, OR SUPPLIES WITHOUT THE REQUIREMENT FOR ADDITIONAL LEGISLATION TO DO SO IN THE YEAR 2026; AND DECLARING AN EMERGENCY

WHEREAS, each year from time to time, a Department Director (City Manager, City Finance Director, or City Law Director) is required to come to Council for authority to take bids for certain projects, services, or the purchase or lease of equipment, materials or supplies used in the City operations; and,

WHEREAS, in order to provide a more feasible, economical, and expedited method of bidding procedures, it is deemed necessary to give to the above mentioned Department Directors authority to bid such projects, services, equipment, materials, or supplies without the necessity of continued legislation; **Now Therefore**,

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

Section 1. That, the City Manager, City Finance Director, and City Law Director, for their respective departments, subject to Council's approval as to the specifications, plans, agreements, and other related bid documents when applicable, are hereby authorized to advertise and receive bids or take proposals as applicable for the projects, services, equipment, materials, or supplies that are anticipated to be in excess of fifty thousand dollars (\$50,000) as listed in attached Exhibit A, such exhibit being incorporated into this Resolution by attachment and made a part hereof, without the necessity of further legislation in the year 2026; further, Council finds that the expenditure of funds in excess of fifty thousand dollars (\$50,000) for each project, service, equipment, material, or supply listed in said Exhibit A, is necessary and authorized, subject to an approved motion of Council permitting the respective Department Director to make award. If a contract for said project, service, equipment, material, or supply is awarded to a successful bidder (lowest and best) as a result of a competitive bid, the City Manager, City Finance Director, and City Law Director, for their respective departments, are directed to enter into a contract with the awardee subject to the terms and conditions of an agreement approved by Council, said agreement subject to any non-material changes deemed appropriate by the respective Department Director and approved as to form and correctness by the City Law Director. In the case of a non-competitive bid, the City Manager, City Finance Director, and City Law Director, for their respective departments, are directed to enter into a contract with the awarded subject to the terms and conditions of an agreement approved by Council, said agreement subject to any non-material changes deemed appropriate by the respective Department Director and approved as to form and correctness by the City Law Director.

Section 2. That, Council reserves the right, by motion of Council, to approve for award, direct no award, reject all or some bids, or rebid, when deemed in the best interest of the City as it relates to the projects identified in Section 1 of this Resolution; moreover, Council may waive any informalities in the bidding process.

Section 3. That, Chapters 105 and 106 of the Codified Ordinances of Napoleon, Ohio, shall continue to be applicable to any projects, services, equipment, materials, or supplies

listed in attached Exhibit A; moreover, nothing in this Resolution shall be construed as limiting the Department Directors in making purchases or contracting for services in any manner as provided for in said Chapters, statutory law or as otherwise provided by Council. When competitive bidding is required for any project, service, equipment, material or supply as a matter of law, it shall be utilized unless otherwise eliminated by act of Council. When quality based selection is required for any project listed in Exhibit A for architectural, engineering, or construction management services as a matter of law, then the quality based selection process shall be utilized unless otherwise eliminated by act of Council. Also, Council hereby finds that the expenditure of funds in excess of fifty thousand dollars (\$50,000) for each architectural, engineering, or construction management service as found in Exhibit A is necessary and approved as a proper public expenditure of funds, subject to approved motion of Council permitting the Department Director to make the award. Finally, the combining of projects, or the contracting or purchase of services, equipment, materials, or supplies is permitted of any project or item listed in Exhibit A without necessity of further authorization by Council.

Section 4. That, a Department Director is authorized to use this Resolution for authority for said bids and/or purchases as contained in this Resolution.

Section 5. That, any item listed in attached Exhibit A may be leased in lieu of purchasing when deemed appropriate by the respective Department Director.

Section 6. That, all leases, purchases and contracts for projects, services, equipment, materials, or supplies is subject to appropriation and certification of funds.

Section 7. That, any trade-ins shall be controlled by Section 107.05(c) of the Codified Ordinances of Napoleon, Ohio, as may be amended from time to time.

Section 8. That, it is found and determined that all formal actions of this City Council concerning and relating to the adoption of this Resolution were adopted in open meetings of this City Council, and that all deliberations of this City Council and any of its committees that resulted in such formal actions were in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code and the Codified Ordinances of the City of Napoleon, Ohio.

Section 9. That, if any other prior Resolution or Ordinance is found to be in conflict with this Resolution, then the provisions of this Resolution shall prevail. Further, if any portion of this Resolution is found to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this Resolution or any part thereof.

Section 10. That, this Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health or safety of the City and its inhabitants, and for the further reason that this legislation must be in effect at the earliest possible time to allow the timely purchase of materials, supplies, equipment or services essential to provide 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 which affects the public peace, health, and safety accessible to our citizens, and for further reasons as stated in the Preamble hereof.

Passed: _____

J. Ross Durham, Council President

Approved: _____

Joseph D. Bialorucki, Mayor

VOTE ON PASSAGE _____ Yea _____ Nay _____ Abstain

Attest:

Ann Harper, Clerk of Council

I, Ann Harper, Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Resolution No. 053-25 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the _____ day of _____, 2025; & 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.

Ann Harper, Clerk of Council

MASTER BID LIST
DEPARTMENT/CATEGORY/ITEM DESCRIPTION

1300 CITY MANAGER/ADMINISTRATION

- Building Feasibility Study
- New HVAC Unit and Installation

1800 MUNICIPAL COURT

- New HVAC Unit and Installation
- Annual Record Scanning

2100 POLICE/SAFETY SERVICES

- Patrol Vehicles – Replacement of Two (2)
- Ballistic Vests - Replacement of Four (4) / 5 Year Rotation
- Shooting Range Modifications
- Flock Camera System

2200 FIRE/SAFETY SERVICES

- Equipment Replacements
- EMS Supplies
- EMS Billing Services
- Fire Station Renovations
 - Parking Lot Replacement (west side)
 - HVAC for Dorm Room Area

4200 GOLF COURSE

- Golf Carts – Replacement of Three (3)
- Equipment Leasing (Year 2 of 5)
- Chemical Sprayer
- Verti-cutting Units

4300 NAPOLEON AQUATIC CENTER

- Shade Structures
- Ice Machine
- Security Camera and Server Improvements – likely be encumbered to 2026

4400 PARKS & RECREATION

- Oakwood Park Ball Diamond Infield Improvements
- Synthetic Ice Rink
- Utility Tractor
- Roof Replacement – Oakwood Park Restroom

4700 CEMETERIES

- Zero Turn Mower

5100 SERVICES/STREETS SCM &4

- Annual Road Program – Milling & Resurfacing Local Streets
- Ice and Snow Removal (Salt Contracts)
- Annual Crack Sealing
- N. Harmony Drive
- N. Perry St. & Railroad St.
- W. Clinton St. & Erie St.
- Industrial Dr. (North of American Rd)
- Fuel Tank Removal @ FD

6110 ELECTRIC/OPERATIONS DISTRIBUTION

- Wood Poles
- Transformer Purchases

6110 ELECTRIC/FEEDER LINE IMPROVEMENTS

- Electrical Underground Upgrades and Maintenance
- Electrical Overhead Upgrades and Maintenance

6110 ELECTRIC/TRANSFORMER REPLACEMENT & DISPOSAL PROGRAMS

- Transformer Replacement and Disposal (Inventory)

6110 ELECTRIC/IMPROVEMENTS & UPGRADES

- New System Growth and Updates
- Advanced Metering Infrastructure (AMI)
- Pickup Truck
- Mini Digger Derrick
- Ditch Witch 3500 Trencher
- Enterprise Substation Upgrades

6200 WATER TREATMENT PLANT OPERATIONS

- Water Treatment Plant Chemicals
- Emergency Repairs
- Membrane Cleaning Chemicals
- Membrane Filter Replacement
- High Service Pump Improvements
- South Water Tower Rehabilitation and Painting
- Main SCADA and Redundant Updates

6210 WATER DISTRIBUTION

- Maumee River Waterline Crossing
- N. Perry St. & Railroad St.
- W. Clinton St. & Erie St.
- Sewer Jet/Hydro Excavating Truck

6300 SEWER/WASTEWATER TREATMENT PLANT

- Waste Water Treatment Plant Chemicals
- Sanitary Lateral Repairs in City ROW
- Bio Solids Removal and Landfill Disposal
- Automatic Gate for Plant
- New Pump for Hospital Lift Station

6310, 6311 SEWER/COLLECTION SYSTEM

- Sanitary Sewer Cleaning Program
- N. Perry St. & Railroad St.
- W. Clinton St. & Erie St.
- Sewer Jet/Hydro Excavating Truck

6400, 6410, 6411, 6412, 6420 SANITATION/RECYCLING COLLECTION & DISPOSAL

- Landfill Disposal Fees
- Concrete Grinding
- Brush Grinding
- Recycling Services

RESOLUTION NO. 045-25

A RESOLUTION APPROVING THE PROVISIONS OF A CERTAIN COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF NAPOLEON, OHIO AND AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO LOCAL 3859 FOR THE TERM COMMENCING FROM DECEMBER 1, 2025 THROUGH DECEMBER 31, 2028, AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; AND DECLARING AN EMERGENCY

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

Section 1. That, the provisions of a certain Collective Bargaining Agreement (hereinafter referred to as "the Agreement") between the City of Napoleon, Ohio (hereinafter called "the City") and the American Federation of State, County, and Municipal Employees, AFL-CIO local 3859 (hereinafter called "the Union") for the term commencing December 1, 2025 through December 31, 2028, both dates inclusive, (a true and complete copy of which is on file in the office of the City Finance Director marked as City Contract No. 2025) have been reviewed and are approved by this Council.

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

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

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

Section 5. That, this Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health or safety of the City and its inhabitants, and for the further reason that this legislation must be in effect at the earliest possible time to allow essential City services to continue without distraction or disruption; therefore, provided it receives the required number of votes for passage as emergency legislation, it shall be in full force and effect immediately upon its passage; otherwise, it shall be in full force and effect at the earliest time permitted by law. Further, the Emergency Clause is necessary to enter into the agreement 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: _____

J. Ross Durham, Council President

Approved: _____

Joseph D. Bialorucki, Mayor

VOTE ON PASSAGE _____ Yea _____ Nay _____ Abstain

Attest:

Ann Harper, Clerk of Council

I, Ann Harper, Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Resolution No. 045-25 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the _____ day of _____, 2025; & 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.

Ann Harper, Clerk of Council

ORDINANCE NO. 041-25

AN ORDINANCE APPROVING THE EXECUTION OF AN EFFICIENCY SMART SCHEDULE WITH AMERICAN MUNICIPAL POWER, INC.; AND DECLARING AN EMERGENCY

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

WHEREAS, American Municipal Power, Inc. ("AMP") is an Ohio nonprofit corporation, organized to own and operate facilities, or to provide otherwise, for the generation, transmission or distribution of electric power and energy, or any combination thereof, and to furnish technical services on a cooperative, nonprofit basis, for the mutual benefit of AMP members ("Members"), such Members, including Municipality, being, as of the date hereof, political subdivisions that operate, or whose members operate, municipal electric utility systems in Delaware, Indiana, Kentucky, Maryland, Michigan, Ohio, Pennsylvania, Virginia and West Virginia; and,

WHEREAS, AMP and Municipality have entered into a Master Services Agreement (MSA), AMP Contract No. C-11-2005-4440, pursuant to which AMP provides certain services to Municipality as set forth in various schedules to the Master Services Agreement (the "Schedules"); and,

WHEREAS, AMP and the Vermont Energy Investment Corporation ("VEIC") will enter or have entered into an agreement (the "ES Agreement") for the implementation of an energy efficiency program known as Efficiency Smart ("ES"), and to provide a program of energy efficiency services ("ES Services") designed to lower the total need for higher cost electric generation facilities or purchased power and thereby reduce Municipality's customers' bills, to be offered to AMP Members; and,

WHEREAS, AMP and Municipality desire to enter into a Schedule ("ES Schedule"), under the MSA, which provides that AMP will obtain and sell to Municipality, and Municipality will agree to take and pay for, a share of the ES Services which AMP will acquire through the ES Agreement; and,

WHEREAS, in furtherance of such purpose and in accordance with Resolution No. 064-13, passed unanimously by City Council on November 18, 2013, the Municipality entered into an Efficiency Smart Rebate Agreement with AMP; **Now Therefore,**

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

Section 1. That, the Efficiency Smart Schedule between this Municipality and AMP, substantially in the form on file with the Clerk of Council, including Appendices thereto, is approved, and the City Manager is hereby authorized to execute and deliver such Schedule, with such changes as the City Manager may approve as neither inconsistent with this Resolution nor materially detrimental to the Municipality, the execution of the Efficiency Smart Schedule to be conclusive evidence of such approval.

Section 2. That, the City Manager is hereby authorized to take any action necessary for the Municipality to fulfill its obligations under the Efficiency Smart Schedule.

Section 3. That, the Efficiency Smart Schedule shall begin upon the effective date of 12:00 am, January 1st, 2026, and remain effective until 11:59 pm, December 31, 2028, unless otherwise terminated per the provisions of the Schedule.

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

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

Section 6. That, if any section, subsection, paragraph, clause or provision or any part thereof of this Ordinance shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Ordinance shall be unaffected by such adjudication and all the remaining provisions of this Ordinance shall remain in full force and effect as though such section, subsection, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not, to the extent of such invalidity, been included herein.

Section 7. That, this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health or safety of the City and its inhabitants, and for the further reason that this legislation must be in effect at the earliest possible time to allow for timely administration of the rebate (s) necessary to assure public peace, health or safety; therefore, it shall be in full force and effect at the earliest time permitted by law. Further, the Emergency Clause is necessary to continue the process in a timely manner which affects the public peace, health, and safety accessible to our citizens, and for further reasons as stated in the Preamble hereof.

Passed: _____

J. Ross Durham, Council President

Approved: _____

Joseph D. Bialorucki, Mayor

VOTE ON PASSAGE ____ Yea ____ Nay ____ Abstain

Attest:

Ann Harper, Clerk of Council

I, Ann Harper, Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Ordinance No. 041-25 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the _____ day of _____, 2025; & 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.

Ann Harper, Clerk of Council

RESOLUTION NO. 043-25

A RESOLUTION APPROVING THE PROVISIONS OF A CERTAIN COLLECTIVE BARGAINING AGREEMENT NO. 2016-MED-08-0802 BETWEEN THE CITY OF NAPOLEON AND LOCAL 240 NAPOLEON POLICE OFFICERS ASSOCIATION IUPA, AFL-CIO FOR THE TERM COMMENCING FROM DECEMBER 1, 2025 THROUGH NOVEMBER 30, 2026; AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; AND DECLARING AN EMERGENCY

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

Section 1. That, the provisions of a certain Collective Bargaining Agreement (hereinafter referred to as "the Agreement") between the City of Napoleon, Ohio (hereinafter called "the City") and the Napoleon Police Officers Association IUPA, AFL-CIO Local 240 (hereinafter called "the Union") for the term commencing December 1, 2025 through November 30, 2026, both dates inclusive, (a true and complete copy of which is on file in the office of the interim Clerk of Council marked as City Contract No. 2016-MED-08-0802) have been reviewed and are approved by this Council.

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

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

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

Section 5. That, this Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health or safety of the City and its inhabitants, and for the further reason that this legislation must be in effect at the earliest possible time to allow essential City services to continue without distraction or disruption; therefore, provided it receives the required number of votes for passage as emergency legislation, it shall be in full force and effect immediately upon its passage; otherwise, it shall be in full force and effect at the earliest time permitted by law.

Passed: _____

J. Ross Durham, Council President

Approved: _____

Joseph D. Bialorucki, Mayor

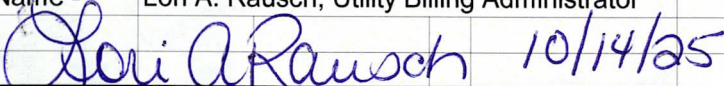
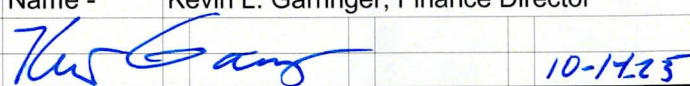
VOTE ON PASSAGE _____ Yea _____ Nay _____ Abstain

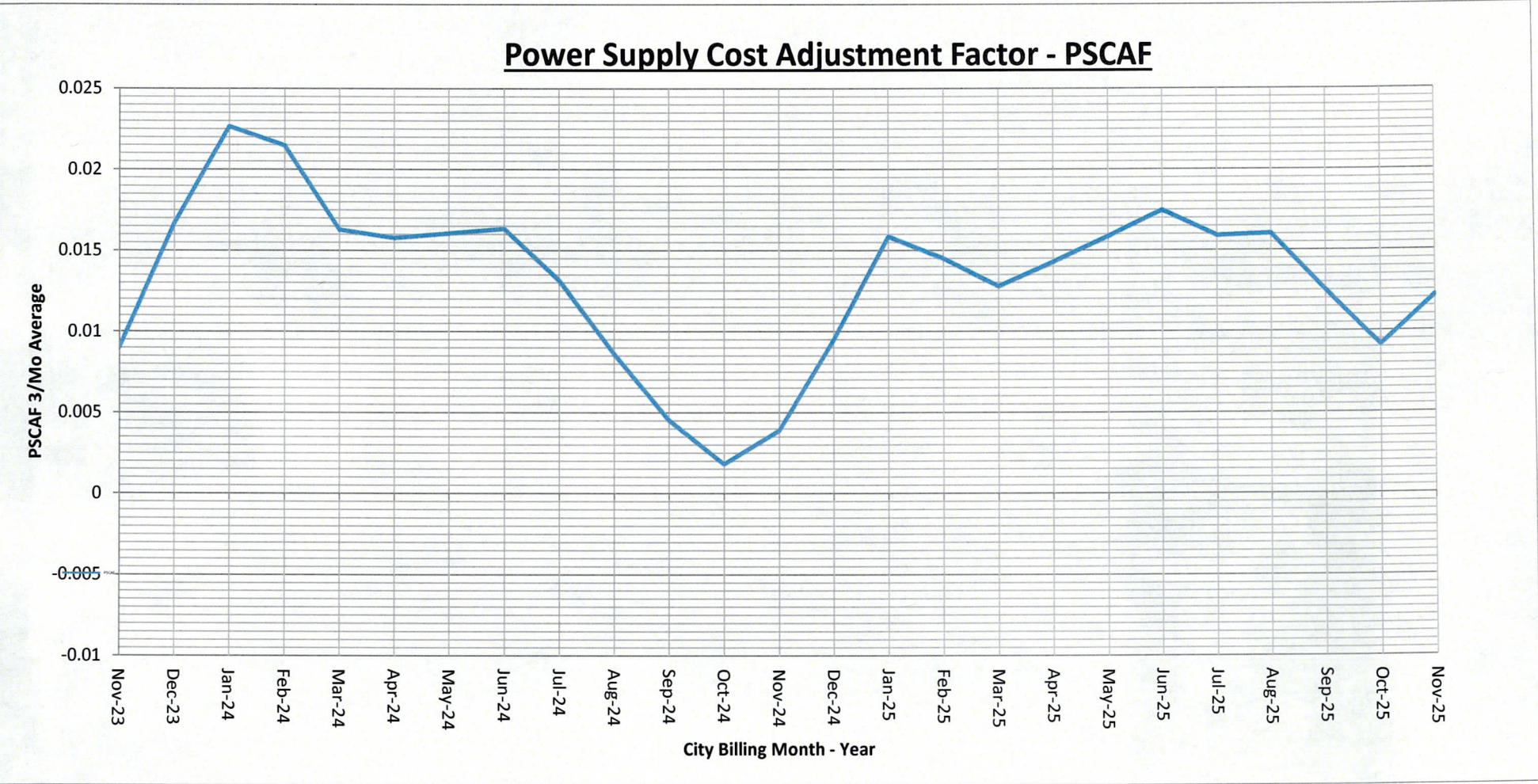
Attest:

Ann Harper, Clerk of Council

I, Ann Harper, Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Resolution No. 043-25 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the _____ day of _____, 2025; & 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.

Ann Harper, Clerk of Council

CITY OF NAPOLEON, OHIO - PSCAF											
POWER SUPPLY COST ADJUSTMENT FACTOR (PSCAF) - COMPUTATION OF MONTHLY PSCAF											
AMP Billed Usage Month	PSCAF City Billing Month	AMP - kWh Delivered As Listed on AMP Invoices	Purchased Power Supply Costs (*=Net of Known) (+ OR - Other Cr's)		Rolling 3-Month Totals Current + Prior 2 Months kWh Cost		Rolling 3 Month Average Cost	Less: Fixed Base Power Supply Cost	PSCA Dollar Difference + or (-)	PSCA-Corrt'd. 3 MONTH AVG.FACTOR + Line Loss	Total Residential Cost / kWh For Month
(a)	(b)	(c)	(d)		(e)	(f)	(g)	(h)	(i)	(j)	
		Actual Billed	Actual Billed w/Cr's		c + prior 2 Mo	d + prior 2 Mo	f / e	\$0.07194 Fixed	g + h	i X 1.075	
Sept 23	Nov 23	11,723,485	\$	1,048,350.00	38,836,712	\$ 3,119,361.00	\$ 0.08032	\$ (0.07194)	\$ 0.00838	\$ 0.00901	0.1185
Oct 23	Dec 23	11,516,668	\$	1,146,277.04	37,062,263	\$ 3,241,291.03	\$ 0.08746	\$ (0.07194)	\$ 0.01552	\$ 0.01668	0.1266
Nov 23	Jan 24	11,848,886	\$	1,068,619.91	35,089,039	\$ 3,263,246.95	\$ 0.09300	\$ (0.07194)	\$ 0.02106	\$ 0.02264	0.1310
Dec 23	Feb 24	12,128,836	\$	1,046,640.68	35,494,390	\$ 3,261,537.63	\$ 0.09189	\$ (0.07194)	\$ 0.01995	\$ 0.02145	0.1286
Jan 24	Mar 24	13,570,981	\$	1,154,385.28	37,548,703	\$ 3,269,645.87	\$ 0.08708	\$ (0.07194)	\$ 0.01514	\$ 0.01628	0.1229
Feb 24	Apr 24	11,680,655	\$	1,036,951.99	37,380,472	\$ 3,237,977.95	\$ 0.08662	\$ (0.07194)	\$ 0.01468	\$ 0.01578	0.1247
Mar 24	May 24	11,562,844	\$	1,007,154.75	36,814,480	\$ 3,198,492.02	\$ 0.08688	\$ (0.07194)	\$ 0.01494	\$ 0.01606	0.1250
Apr 24	June 24	11,001,864	\$	939,931.70	34,245,363	\$ 2,984,038.44	\$ 0.08714	\$ (0.07194)	\$ 0.01520	\$ 0.01634	0.1269
May 24	July 24	12,157,543	\$	975,096.55	34,722,251	\$ 2,922,183.00	\$ 0.08416	\$ (0.07194)	\$ 0.01222	\$ 0.01314	0.1207
June 24	Aug 24	13,974,917	\$	1,053,689.10	37,134,324	\$ 2,968,717.35	\$ 0.07995	\$ (0.07194)	\$ 0.00801	\$ 0.00861	0.1142
Jul 24	Sept 24	14,932,572	\$	1,098,429.26	41,065,032	\$ 3,127,214.91	\$ 0.07615	\$ (0.07194)	\$ 0.00421	\$ 0.00453	0.1140
Aug 24	Oct 24	14,927,661	\$	1,075,113.08	43,835,150	\$ 3,227,231.44	\$ 0.07362	\$ (0.07194)	\$ 0.00168	\$ 0.00181	0.1077
Sept 24	Nov 24	12,460,243	\$	1,023,655.06	42,320,476	\$ 3,197,197.40	\$ 0.07555	\$ (0.07194)	\$ 0.00361	\$ 0.00388	0.1125
Oct 24	Dec 24	11,703,052	\$	1,058,703.74	39,090,956	\$ 3,157,471.88	\$ 0.08077	\$ (0.07194)	\$ 0.00883	\$ 0.00949	0.1205
Nov 24	Jan 25	11,636,274	\$	1,020,847.17	35,799,569	\$ 3,103,205.97	\$ 0.08668	\$ (0.07194)	\$ 0.01474	\$ 0.01585	0.1237
Dec 24	Feb 25	12,945,654	\$	1,020,097.16	36,284,980	\$ 3,099,648.07	\$ 0.08543	\$ (0.07194)	\$ 0.01349	\$ 0.01450	0.1208
Jan 25	Mar 25	14,127,042	\$	1,203,590.56	38,708,970	\$ 3,244,534.89	\$ 0.08382	\$ (0.07194)	\$ 0.01188	\$ 0.01277	0.1184
Feb 25	Apr 25	12,337,542	\$	1,134,698.49	39,410,238	\$ 3,358,386.21	\$ 0.08522	\$ (0.07194)	\$ 0.01328	\$ 0.01428	0.1220
Mar 25	May 25	11,881,492	\$	985,536.72	38,346,076	\$ 3,323,825.77	\$ 0.08668	\$ (0.07194)	\$ 0.01474	\$ 0.01585	0.1246
Apr 25	June 25	11,127,972	\$	997,161.85	35,347,006	\$ 3,117,397.06	\$ 0.08819	\$ (0.07194)	\$ 0.01625	\$ 0.01747	0.1284
May 25	July 25	11,108,489	\$	976,008.29	34,117,953	\$ 2,958,706.86	\$ 0.08672	\$ (0.07194)	\$ 0.01478	\$ 0.01589	0.1252
June 25	Aug 25	13,719,070	\$	1,149,578.20	35,955,531	\$ 3,122,748.34	\$ 0.08685	\$ (0.07194)	\$ 0.01491	\$ 0.01603	0.1207
July 25	Sept 25	15,894,491	\$	1,277,434.27	40,722,050	\$ 3,403,020.76	\$ 0.08357	\$ (0.07194)	\$ 0.01163	\$ 0.01250	0.1175
Aug 25	Oct 25	14,392,177	\$	1,112,418.43	44,005,738	\$ 3,539,430.90	\$ 0.08043	\$ (0.07194)	\$ 0.00849	\$ 0.00913	0.1156
Sept 25	Nov 25	12,035,327	\$	1,133,854.75	42,321,995	\$ 3,523,707.45	\$ 0.08326	\$ (0.07194)	\$ 0.01132	\$ 0.01217	
PSCAF - Preparers Signature:						PSCAF - Reviewers Signature:					
Name - Lori A. Rausch, Utility Billing Administrator						Name - Kevin L. Garringer, Finance Director					
											
Signature						Signature					
Date						Date					



**AMERICAN MUNICIPAL POWER, INC.**

1111 Schrock Rd, Suite 100
COLUMBUS, OHIO 43229
PHONE: (614) 540-1111
FAX: (614) 540-1078

INVOICE NUMBER:	1013258
INVOICE DATE:	14-OCT-25
DUE DATE:	29-OCT-25
TOTAL AMOUNT DUE:	\$1,133,854.75
CUSTOMER NUMBER	5020
CUSTOMER P.O. #:	

City of Napoleon

255 West Riverview Avenue
P.O. Box 151
Napoleon, OH 43545-0151

MAKE CHECK PAYABLE TO AMP.

DIRECT INVOICE QUESTIONS TO
ENERGYSETTLEMENTS@AMPPARTNERS.ORG

City of Napoleon Power Billing – September, 2025

Municipal Peak:	24,560	kW
Total Metered Energy:	12,094,856	kWh

Total Power Charges:	\$669,225.80
Total Transmission/Capacity/Ancillary Services:	\$454,115.92
Total Other Charges:	\$10,513.03
Total Miscellaneous Charges:	\$0.00

TOTAL CHARGES	\$1,133,854.75
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*To avoid a delayed payment charge, payment must be made to provide available funds for use by AMP on or before the due date.

Wire or ACH Transfer Information:

Huntington National Bank
Columbus, Ohio
Account No. 0189-2204055
ABA: 044000024

Mailing Address:

AMP Inc.
Department L614
Columbus, OH 43260

DETAIL INFORMATION OF POWER CHARGES September, 2025 **City of Napoleon**

FOR THE MONTH OF:	September, 2025	Total Metered Load kWh:	12,094,856
		Transmission Losses kWh:	-59,529
		Distribution Losses kWh:	0
		Total Energy Req. kWh:	12,035,327
Time of Pool Peak:	09/22/2025 @ H.E. 13:00	Coincident Peak kW:	20,488
Time of Municipal Peak:	09/19/2025 @ H.E. 16:00	Municipal Peak kW:	24,560
Transmission Peak:	June 20,2024 @ H.E. 15:00	Transmission Peak kW:	30,349
		PJM Capacity Requirement kW:	28,155

City of Napoleon Resources

AMP CT - Sched @ ATSI

Demand Charge:	\$2.949905 kW	12,397 kW =	\$36,569.97
Transmission Credit:	-\$5.690578 kW	12,397 kW =	-\$70,546.10
Capacity Credit:	-\$5.809038 kW	12,397 kW =	-\$72,014.65
Subtotal			-\$105,990.78

Fremont - sched @ Fremont

Demand Charge:	\$5.134649 kW	8,767 kW =	\$45,015.47
Energy Charge:	\$0.025271 kWh	4,772,052 kWh =	\$120,596.26
Net Congestion, Losses, FTR:			\$9,145.01
Capacity Credit:	-\$6.769068 kW	8,767 kW =	-\$59,344.42
Debt Service	\$4.916196 kW	8,767 kW =	\$43,100.29
Energy Adj for Prior Month			-\$75.31
Subtotal		4,772,052 kWh	\$158,437.30

AMP Hydro CSW - Sched @ PJMC

Demand Charge:	\$56.290000 kW	3,498 kW =	\$196,902.42
Energy Charge:	\$0.026000 kWh	749,875 kWh =	\$19,496.76
Net Congestion, Losses, FTR:			\$767.12
Capacity Credit:	-\$3.747824 kW	3,498 kW =	-\$13,109.89
REC Credit (Estimate):	-\$0.010304 kWh	749,875 kWh =	-\$7,727.00
Subtotal		749,875 kWh	\$196,329.41

Meldahl Hydro - Sched @ Meldahl Bus

Demand Charge:	\$30.905813 kW	504 kW =	\$15,576.53
Energy Charge:	\$0.026000 kWh	85,649 kWh =	\$2,226.88
Net Congestion, Losses, FTR:			-\$73.49
Capacity Credit:	-\$4.708274 kW	504 kW =	-\$2,372.97
REC Credit (Estimate):	-\$0.034000 kWh	85,649 kWh =	-\$2,912.07
Subtotal		85,649 kWh	\$12,444.88

JV6 - Sched @ ATSI

Demand Charge:		225 kW =	
Energy Charge:		0 kWh =	
Transmission Credit:		225 kW =	
Capacity Credit:	-\$0.583200 kW	225 kW =	-\$131.22
Subtotal			-\$131.22

Greenup Hydro - Sched @ Greenup Bus

Demand Charge:	\$30.469939 kW	330 kW =	\$10,055.08
Energy Charge:	\$0.009000 kWh	76,235 kWh =	\$686.11
Net Congestion, Losses, FTR:			-\$85.72
Capacity Credit:	-\$2.994091 kW	330 kW =	-\$988.05
REC Credit (Estimate):	-\$0.011000 kWh	76,235 kWh =	-\$838.58
Subtotal		76,235 kWh	\$8,828.84

Prairie State - Sched @ PJMC

Demand Charge:	\$15.004174 kW	4,976 kW =	\$74,660.77
Energy Charge:	\$0.004513 kWh	2,106,455 kWh =	\$9,506.40
Net Congestion, Losses, FTR:			\$1,888.91
Capacity Credit:	-\$6.343479 kW	4,976 kW =	-\$31,565.15
Debt Service:	\$24.519978 kW	4,976 kW =	\$122,011.41
Transmission from PSEC to PJM/MISO:	\$0.006629 kWh	2,106,455 kWh =	\$13,964.50
Subtotal		2,106,455 kWh	\$190,466.84

DETAIL INFORMATION OF POWER CHARGES September, 2025 **City of Napoleon**

NYPA - Sched @ NYIS

Demand Charge:	\$4.074032 kW	940 kW =	\$3,829.59
Energy Charge:	\$0.019550 kWh	438,603 kWh =	\$8,574.52
Net Congestion, Losses, FTR:			\$2,389.43
Capacity Credit:	-\$8.230000 kW	935 kW =	-\$7,695.05
Adjustment for prior month:			\$97.70
Subtotal		438,603 kWh	\$7,196.19

JV5 - 7X24 @ ATSI

Demand Charge:	\$19.345214 kW	3,088 kW =	\$59,738.02
Energy Charge:	\$0.021483 kWh	2,223,360 kWh =	\$47,765.55
Transmission Credit:	-\$7.465016 kW	3,088 kW =	-\$23,051.97
Capacity Credit:	-\$6.287341 kW	3,088 kW =	-\$19,415.31
Debt Service:	\$17.660712 kW	3,088 kW =	\$54,536.28
PCA:	\$0.014887 kWh	2,223,360 kWh =	\$33,098.35
REC Credit (Estimate):	-\$0.023228 kWh	2,223,360 kWh =	-\$51,644.81
Subtotal		2,223,360 kWh	\$101,026.11

JV5 Losses - Sched @ ATSI

Energy Charge:		32,392 kWh =	
Subtotal		32,392 kWh	\$0.00

JV2 - sched @ ATSI

Demand Charge:	\$3.209621 kW	264 kW =	\$847.34
Transmission Credit:	-\$5.961970 kW	264 kW =	-\$1,573.96
Capacity Credit:	-\$7.196326 kW	264 kW =	-\$1,899.83
JV2 Project Fuel Costs not recovered through Energy Sales to Market :	\$0.204615 kWh	39 kWh =	\$7.98
Real Time Market Revenue from JV2 Operations:	\$0.041282 kWh	-39 kWh =	-\$1.61
Subtotal			-\$2,620.08

AMP Solar Phase I - Sched @ ATSI

Demand Charge:		1,040 kW =	
Energy Charge:	\$0.046553 kWh	124,382 kWh =	\$5,790.31
Transmission Credit:	-\$2.272196 kW	1,721 kW =	-\$3,910.45
Capacity Credit:	-\$2.359862 kW	941 kW =	-\$2,220.63
Subtotal			-\$340.77

Community Energy Savings Smart Thermostat Program

Capacity Credit:			-\$282.35
Q3 2025 Smart Thermostats 23 meters @ \$80 each::			\$1,840.00
Subtotal			\$1,557.65

Efficiency Smart Power Plant 2023-26

ESPP 2023-2025 obligation @ \$1.650 /MWh x 137,580.8 MWh / 12:			\$18,917.35
Subtotal			\$18,917.35

Northern Pool Power -

On Peak Energy Charge: (M-F HE 08-23 EDT)	\$0.059669 kWh	1,059,021 kWh =	\$63,190.42
Off Peak Energy Charge:	\$0.033229 kWh	630,312 kWh =	\$20,944.61
Sale of Excess Non-Pool Resources to Pool:	\$0.033870 kWh	-263,011 kWh =	-\$8,908.06
Pool Congestion Hedge:			\$7,877.11
Subtotal		1,426,322 kWh	\$83,104.08

TRANSMISSION / CAPACITY / ANCILLARY SERVICES -

Demand Charge:	\$7.465016 kW	30,349 kW =	\$226,555.78
Energy Charge:	\$0.001289 kWh	9,811,967 kWh =	\$12,644.11
RPM (Capacity) Charges:	\$7.633317 kW	28,155 kW =	\$214,916.03
Subtotal			\$454,115.92

OTHER CHARGES:

Dispatch Center Charges	\$0.000072 kWh	12,094,856 kWh =	\$869.18
Service Fee A	\$0.000229 kWh	11,479,614 kWh =	\$2,628.83
Service Fee B	\$0.000580 kWh	12,094,856 kWh =	\$7,015.02
Subtotal			\$10,513.03

DETAIL INFORMATION OF POWER CHARGES September, 2025
City of Napoleon

Total Demand Charges	\$354,561.17
Total Energy Charges	\$314,664.63
Total Transmission/Capacity/Ancillary Services	\$454,115.92
Total Other Charges	\$10,513.03
Total Miscellaneous Charges	\$0.00

GRAND TOTAL POWER INVOICE	\$1,133,854.75
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BILLING SUMMARY AND CONSUMPTION for BILLING CYCLE - November 2025**2025 - OCTOBER BILLING WITH SEPTEMBER 2025 AMP BILLING PERIOD AND OCTOBER 2025 CITY CONSUMPTION AND BILLING DATA****PREVIOUS MONTH'S POWER BILLS - PURCHASED POWER KWH AND COST ALLOCATIONS BY DEMAND & ENERGY:**

<u>DATA PERIOD</u>	<u>MONTH / YR</u>	<u>DAYS IN MONTH</u>	<u>MUNICIPAL PEAK</u>					
AMP-Ohio Bill Month	SEPTEMBER, 202	30	24.560					
City-System Data Month	OCTOBER, 2025	31						
City-Monthly Billing Cycle	NOVEMBER, 2025	30						
	=====CONTRACTED AND OPEN MARKET POWER=====PEAKING=====HYDRO POWER=====							
		FREMONT	PRAIRIE STATE	NORTHERN	JV-2	AMP-HYDRO	MELDAHL-HYDRO	GREENUP HYDRO
PURCHASED POWER-RESOURCES ->	AMP CT	ENERGY	SCHED. @ PJMC	POWER	PEAKING	CSW	SCHED. @	SCHED. @
	SCHED. @ ATSI	SCHEDULED	REPLMT@ PJMC	POOL	SCHED. @ ATSI	SCHED. @ PJMC	MELDAHL BUS	GREENUP BUS
Delivered kWh (On Peak) ->	0	4,772,052	2,106,455	1,059,021		749,875	85,649	76,235
Delivered kWh (Off Peak) ->				630,312				
Delivered kWh (Replacement/Losses/Offset) ->								
Delivered kWh/Sale (Credits) ->				-263,011				
Net Total Delivered kWh as Billed ->	0	4,772,052	2,106,455	1,426,322	0	749,875	85,649	76,235
Percent % of Total Power Purchased->	0.0000%	39.6506%	17.5023%	11.8511%	0.0000%	6.2306%	0.7116%	0.6334%
<u>COST OF PURCHASED POWER:</u>								
<u>DEMAND CHARGES (+Debits)</u>								
Demand Charges	\$36,569.97	\$45,015.47	\$74,660.77		\$847.34	\$196,902.42	\$15,576.53	\$10,055.08
Debt Services (Principal & Interest)		\$43,100.29	\$122,011.41					
<u>DEMAND CHARGES (-Credits)</u>								
Transmission Charges (Demand-Credits)	-\$70,546.10				-\$1,573.96			
Capacity Credit	-\$72,014.65	-\$59,344.42	-\$31,565.15		-\$1,899.83	-\$13,109.89	-\$2,372.97	-\$988.05
December 2022 Capacity Performance								
Sub-Total Demand Charges	-\$105,990.78	\$28,771.34	\$165,107.03	\$0.00	-\$2,626.45	\$183,792.53	\$13,203.56	\$9,067.03
<u>ENERGY CHARGES (+Debits):</u>								
Energy Charges - (On Peak)		\$120,596.26	\$9,506.40	\$63,190.42		\$19,496.76	\$2,226.88	\$686.11
Energy Charges - (Replacement/Off Peak)				\$20,944.61				
Net Congestion, Losses, FTR		\$9,145.01	\$1,888.91			\$767.12		
Transmission Charges (Energy-Debits)								
PCA Charge								
Bill Adjustments (General & Rate Levelization)				\$7,877.11	\$7.98			
<u>ENERGY CHARGES (-Credits or Adjustments):</u>								
Energy Charges - On Peak (Sale or Rate Stabilization)				-\$8,908.06				
Net Congestion, Losses, FTR							-\$73.49	-\$85.72
PCA								
Bill Adjustments (General & Rate Levelization)		-\$75.31			-\$1.61	-\$7,727.00	-\$2,912.07	-\$838.58
Sub-Total Energy Charges	\$0.00	\$129,665.96	\$11,395.31	\$83,104.08	\$6.37	\$12,536.88	-\$758.68	-\$238.19
<u>TRANSMISSION & SERVICE CHARGES, MISC.:</u>								
RPM / PJM Charges Capacity - (+Debit)			\$13,964.50					
RPM / PJM Charges Capacity - (-Credit)								
Service Fees AMP-Dispatch Center - (+Debit/-Credit)								
Service Fees AMP-Part A - (+Debit/-Credit)								
Service Fees AMP-Part B - (+Debit/-Credit)								
Other Charges & Bill Adjustments - (+Debit/-Credit)								
Community Energy Savings Smart Thermostat								
Sub-Total Service Fees & Other Charges	\$0.00	\$0.00	\$13,964.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL NET COST OF PURCHASED POWER	-\$105,990.78	\$158,437.30	\$190,466.84	\$83,104.08	-\$2,620.08	\$196,329.41	\$12,444.88	\$8,828.84
Percent % of Total Power Cost->	-9.3478%	13.9733%	16.7982%	7.3293%	-0.2311%	17.3152%	1.0976%	0.7787%
Purchased Power Resources - Cost per kWh->	\$0.000000	\$0.033201	\$0.090421	\$0.058265	\$0.000000	\$0.261816	\$0.145301	\$0.115811

BILLING SUMMARY AND CONS

2025 - OCTOBER BILLING WITH SEPTEMBER 2

PREVIOUS MONTH'S POWER BILLS - PU

DATA PERIOD

AMP-Ohio Bill Month

City-System Data Month

City-Monthly Billing Cycle

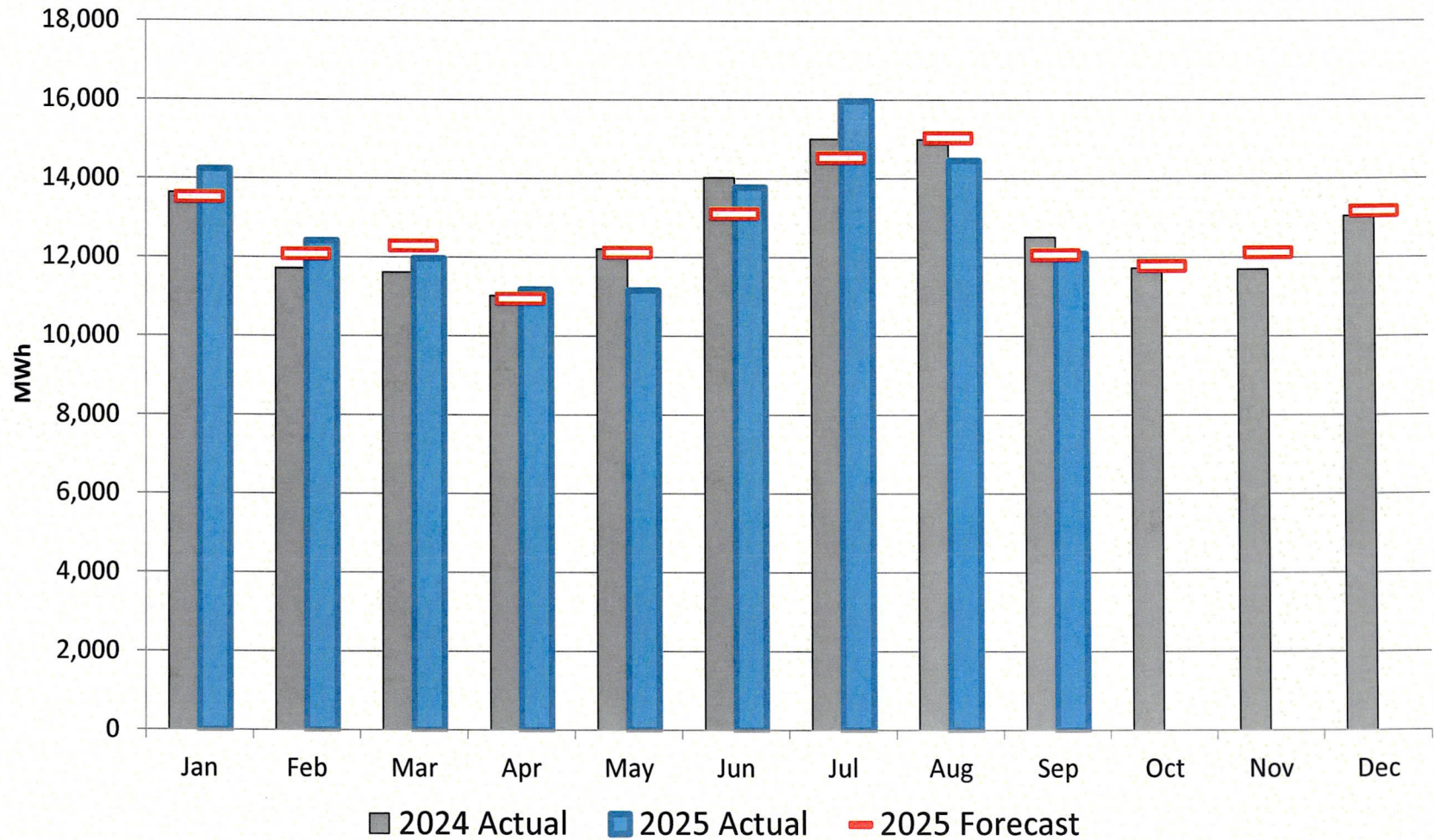
	=====WIND=====			===SOLAR===	===TRANSMISSION, SERVICE FEES & MISC. CONTRACTS===					
(NYPA	JV-5	JV-6	AMP SOLAR	EFFNCY.SMART	COMMUNITY	TRANSMISSION	SERVICE FEES	MISCELLANEOUS	TOTAL -
PURCHASED POWER-RESOURCES -> (HYDRO	HYDRO	WIND	PHASE 1	POWER PLANT	ENERGY SAVINGS	CHARGES	DISPATCH, A & B	CHARGES &	ALL
(SCHED. @ NYIS	7x24 @ ATSI	SCHED. @ ATSI	SCHED. @ ATSI	2017 - 2020	SMART THERMOSTAT	Other Charges	Other Charges	LEVELIZATION	RESOURCES
Delivered kWh (On Peak) ->	438,603	2,223,360	0	124,382	0		0	0	0	11,635,632
Delivered kWh (Off Peak) ->										630,312
Delivered kWh (Replacement/Losses/Offset) ->		32,392								32,392
Delivered kWh/Sale (Credits) ->										-263,011
Net Total Delivered kWh as Billed ->	438,603	2,255,752	0	124,382	0	0	0	0	0	12,035,325
Percent % of Total Power Purchased->	3.6443%	18.7428%	0.0000%	1.0335%	0.0000%	0.0000%	0.0000%	0.0000%	0.0000%	100.0002%
									Verification Total ->	100.0000%
COST OF PURCHASED POWER:										
DEMAND CHARGES (+Debits)										
Demand Charges	\$3,829.59	\$59,738.02	\$0.00		\$0.00		\$226,555.78			\$669,750.97
Debt Services (Principal & Interest)		\$54,536.28								\$219,647.98
DEMAND CHARGES (-Credits)										
Transmission Charges (Demand-Credits)		-\$23,051.97		-\$3,910.45						-\$99,082.48
Capacity Credit	-\$7,695.05	-\$19,415.31	-\$131.22	-\$2,220.63		-\$282.35				-\$211,039.52
December 2022 Capacity Performance										\$0.00
Sub-Total Demand Charges	-\$3,865.46	\$71,807.02	-\$131.22	-\$6,131.08	\$0.00	-\$282.35	\$226,555.78	\$0.00	\$0.00	\$579,276.95
ENERGY CHARGES (+Debits):										
Energy Charges - (On Peak)	\$8,574.52	\$47,765.55		\$5,790.31			\$12,644.11			\$290,477.32
Energy Charges - (Replacement/Off Peak)										\$20,944.61
Net Congestion, Losses, FTR	\$2,389.43									\$14,190.47
Transmission Charges (Energy-Debits)										\$0.00
PCA Charge										\$0.00
Bill Adjustments (General & Rate Levelization)	\$97.70									\$7,982.79
										\$0.00
ENERGY CHARGES (-Credits or Adjustments):										
Energy Charges - On Peak (Sale or Rate Stabilization)										-\$8,908.06
Net Congestion, Losses, FTR										-\$159.21
PCA		\$33,098.35								\$33,098.35
Bill Adjustments (General & Rate Levelization)		-\$51,644.81								-\$63,199.38
Sub-Total Energy Charges	\$11,061.65	\$29,219.09	\$0.00	\$5,790.31	\$0.00	\$0.00	\$12,644.11	\$0.00		\$294,426.89
TRANSMISSION & SERVICE CHARGES, MISC.:										
RPM / PJM Charges Capacity - (+Debit)							\$214,916.03			\$228,880.53
RPM / PJM Charges Capacity - (-Credit)										\$0.00
Service Fees AMP-Dispatch Center - (+Debit/-Credit)								\$869.18		\$869.18
Service Fees AMP-Part A - (+Debit/-Credit)								\$2,628.83		\$2,628.83
Service Fees AMP-Part B - (+Debit/-Credit)								\$7,015.02		\$7,015.02
Other Charges & Bill Adjustments - (+Debit/-Credit)										\$0.00
Community Energy Savings Smart Thermostat					\$18,917.35	\$1,840.00				\$20,757.35
Sub-Total Service Fees & Other Charges	\$0.00	\$0.00	\$0.00	\$0.00	\$18,917.35	\$1,840.00	\$214,916.03	\$10,513.03	\$0.00	\$260,150.91
TOTAL NET COST OF PURCHASED POWER	\$7,196.19	\$101,026.11	-\$131.22	-\$340.77	\$18,917.35	\$1,557.65	\$454,115.92	\$10,513.03	\$0.00	\$1,133,854.75
Percent % of Total Power Cost->	0.6347%	8.9100%	-0.0116%	-0.0301%	1.6684%	0.1374%	40.0506%	0.9272%	0.0000%	100.000%
Purchased Power Resources - Cost per kWh->	\$0.016407	\$0.044786	\$0.000000	-\$0.002740	\$0.000000	\$0.000000	\$0.000000	\$0.000000	\$0.000000	\$0.094211
										\$0.052742
										\$0.052742

(Northern Pool Power - On-Peak + Off-Peak - Energy Charge/kWh) = JV2 Electric Service Rate ->

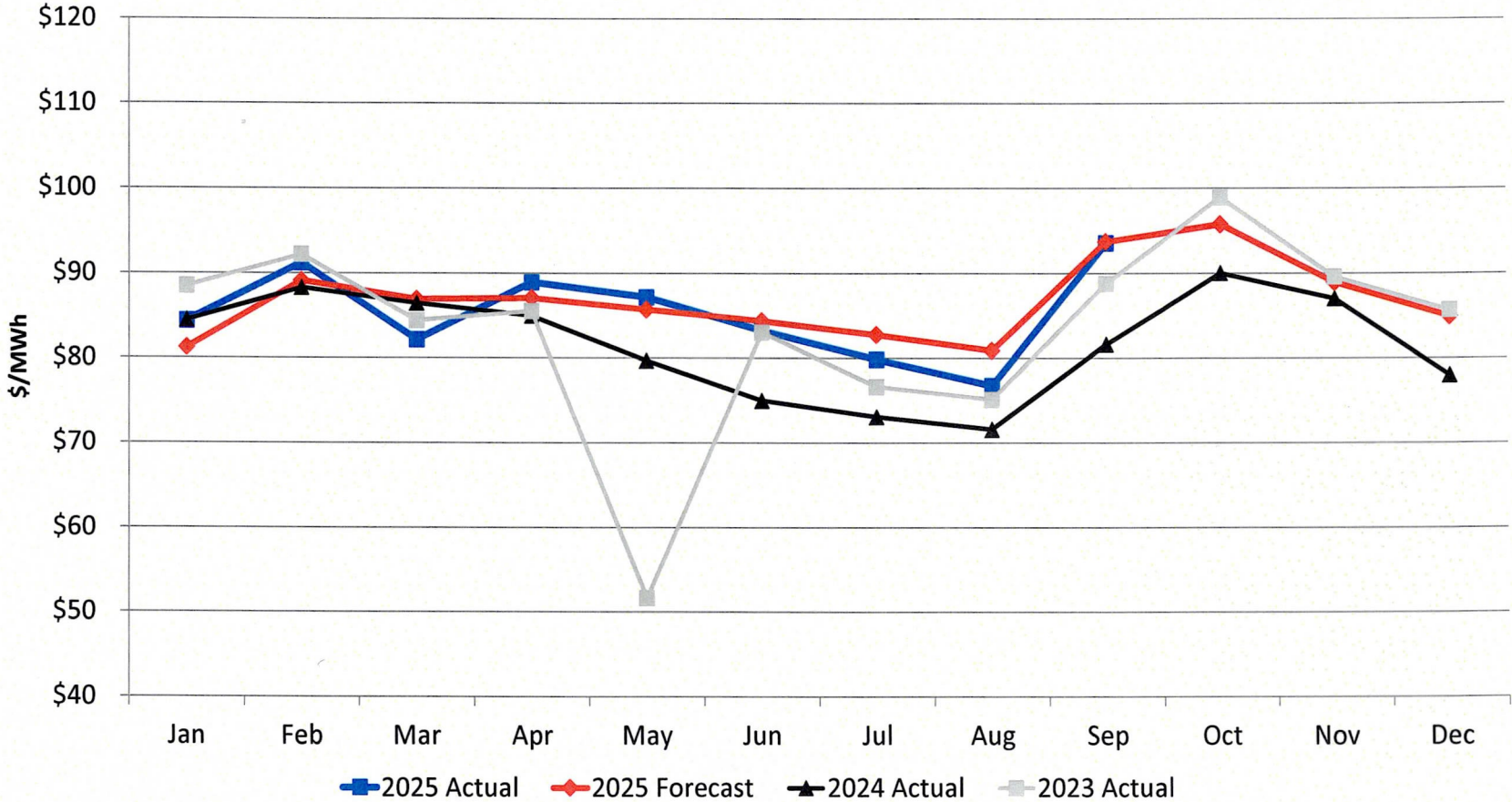
(Northern Pool Power - On-Peak + Off-Peak - Energy Charge/kWh) = JV5 Electric Service Rate ->

Napoleon		Capacity Plan - Actual												
Sep	2025	ACTUAL DEMAND =			24.56	MW								
Days	30	ACTUAL ENERGY =			12,095	MWH								
	SOURCE	DEMAND MW	DEMAND MW-MO	ENERGY MWH	LOAD FACTOR	DEMAND RATE \$/KW	ENERGY RATE \$/MWH	CONGESTION/L OSSES \$/MWH	CAPACITY CREDIT RATE \$/KW	TRANSMISSION CREDIT RATE \$/KW	TOTAL CHARGES	EFFECTIVE RATE \$/MWH	% OF DOLLARS	
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(16)	(17)	(18)	
1	NYPA - Ohio	0.94	0.94	439	65%	\$4.07	\$19.77	\$5.45	-\$8.19		\$7,196	\$16.41	0.6%	
2	JV5	3.09	3.09	2,223	100%	\$37.01	\$13.14		-\$6.29	-\$7.47	\$101,026	\$45.44	8.9%	
3	JV5 Losses	0.00	0.00	32	0%						\$0		0.0%	
4	JV6	0.23	0.23	0	0%				-\$0.58		-\$131		0.0%	
5	AMP-Hydro	3.50	3.50	750	30%	\$56.29	\$15.70	\$1.02	-\$3.75		\$196,329	\$261.82	17.4%	
6	Meldahl	0.50	0.50	86	24%	\$30.91	-\$8.00	-\$0.86	-\$4.71		\$12,445	\$145.30	1.1%	
7	Greenup	0.33	0.33	76	32%	\$30.47	-\$2.00	-\$1.12	-\$2.99		\$8,829	\$115.81	0.8%	
8	AFEC	8.77	8.77	4,772	76%	\$10.05	\$25.26	\$1.92	-\$6.77		\$158,437	\$33.20	14.0%	
9	Prairie State	4.98	4.98	2,106	59%	\$39.52	\$11.14	\$0.90	-\$6.34		\$190,467	\$90.42	16.8%	
10	AMP Solar Phase I	1.04	1.04	124	17%		\$46.55		-\$2.14	-\$3.76	-\$341	-\$2.74	0.0%	
11	AMPCT	12.40	12.40	0	0%	\$2.95			-\$5.81	-\$5.69	-\$105,991		-9.4%	
12	JV2	0.26	0.26	0	0%	\$3.21			-\$7.20	-\$5.96	-\$2,620		-0.2%	
13	Thermostat Program	0.00	0.00	0	0%						\$1,558		0.1%	
14	NPP Pool Purchases	0.00	0.00	1,689	0%		\$54.47				\$92,012	\$54.47	8.1%	
15	NPP Pool Sales	0.00		-263	0%		\$33.87				-\$8,908	\$33.87	-0.8%	
	POWER TOTAL	36.03	36.03	12,035	46%	\$664,683	\$281,716	\$1.17	-\$211,040	-\$99,082	\$650,308	\$54.03	57.5%	
16	Energy Efficiency			0							\$18,917		1.7%	
17	Installed Capacity	28.16	28.16			\$7.63					\$214,916	\$17.77	19.0%	
18	Transmission	30.35	30.35	9,812		\$7.47	\$1.29				\$239,200	\$19.78	21.1%	
19	Service Fee B			12,095			\$0.58				\$7,015	\$0.58	0.6%	
20	Dispatch Charge			12,095			\$0.07				\$869	\$0.07	0.1%	
	OTHER TOTAL					\$441,472	\$39,446				\$480,917	\$39.76	42.5%	
GRAND TOTAL PURCHASED				12,035							\$1,131,226			
Delivered to members		24,560	24,560	12,095	68%						\$1,131,226	\$93.53	100.0%	
		DEMAND		ENERGY	L.F.						TOTAL \$	\$/MWh	Avg Temp	
	2025 Forecast	29.91		12,074	56%						\$1,131,409	\$93.71	66.4	
	2024 Actual	24.70		12,515	70%						\$1,021,030	\$81.59	68.0	
	2023 Actual	29.18		11,780	56%						\$1,045,322	\$88.73	67.1	
											Actual Temp		66.5	

Napoleon 2025 Monthly Energy Usage



Napoleon 2025 Monthly Rates



NAPOLEON

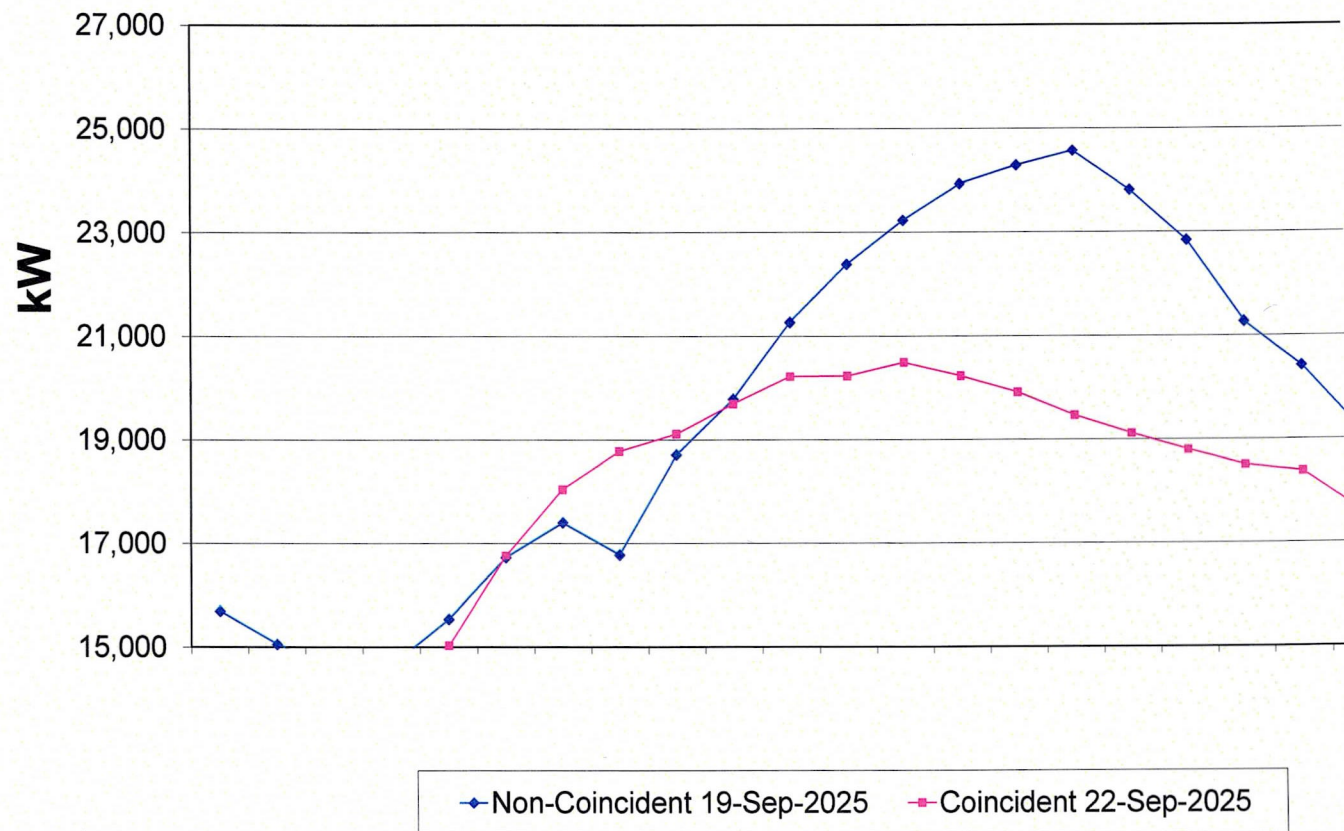
Date	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Monday
Hour	9/1/2025	9/2/2025	9/3/2025	9/4/2025	9/5/2025	9/6/2025	9/7/2025	9/8/2025	9/9/2025	9/10/2025	9/11/2025	9/12/2025	9/13/2025	9/14/2025	9/15/2025
100	11,029	13,475	14,495	14,859	13,202	11,718	11,347	12,338	13,144	13,715	14,771	14,174	13,332	12,662	13,804
200	10,791	13,367	13,840	14,152	12,503	11,498	11,127	12,345	12,834	13,386	14,355	14,149	12,873	12,168	13,553
300	10,668	13,109	13,680	13,763	12,369	11,300	10,943	12,108	12,566	13,239	14,077	13,801	12,581	11,907	13,244
400	10,601	13,412	13,883	13,963	12,689	11,407	10,959	12,528	12,469	13,166	14,058	13,919	12,571	11,954	13,458
500	10,685	14,414	14,623	14,653	13,599	11,648	10,971	13,617	13,518	14,213	14,846	14,620	13,095	11,982	14,412
600	10,984	15,741	15,643	15,944	14,741	12,185	11,307	14,794	14,939	15,521	15,905	15,777	13,394	12,305	15,741
700	11,027	16,703	16,591	16,893	15,624	12,482	11,492	15,727	15,703	16,398	16,707	16,582	13,502	12,328	16,327
800	11,708	17,291	16,826	17,595	16,406	13,244	12,095	16,309	16,290	16,883	17,338	17,337	13,894	12,893	17,273
900	12,527	17,917	17,339	17,724	16,831	13,672	12,615	16,457	16,796	17,633	17,976	17,963	14,674	13,905	18,305
1000	13,227	18,379	18,199	17,938	17,375	13,846	13,034	16,909	17,183	18,164	18,587	18,610	15,002	15,000	19,267
1100	14,098	19,251	18,980	18,180	17,513	13,927	13,325	17,165	17,643	18,684	19,270	19,162	15,358	16,099	20,464
1200	14,669	19,978	19,779	18,271	17,813	14,051	13,634	17,334	17,659	19,117	19,683	20,030	15,329	16,865	21,371
1300	15,211	20,652	20,539	18,616	18,155	13,976	14,032	17,543	18,206	19,225	20,265	20,756	15,370	17,542	21,906
1400	15,468	20,760	20,928	18,983	18,076	13,703	13,801	17,590	18,386	19,877	20,620	21,152	15,417	17,979	22,216
1500	15,713	20,709	21,193	18,658	17,313	13,921	13,882	17,150	18,228	19,963	20,778	20,911	16,089	18,464	22,262
1600	16,491	21,060	21,194	18,454	16,729	13,703	14,117	17,138	18,121	20,003	21,072	20,984	16,918	18,828	22,442
1700	17,114	21,226	20,809	17,848	15,971	13,833	14,575	16,819	17,815	20,107	20,905	20,561	17,308	19,048	22,031
1800	16,959	20,665	19,747	17,271	15,478	13,549	14,444	16,609	17,293	19,970	20,312	20,030	17,375	18,901	21,518
1900	16,414	20,131	18,827	17,244	15,139	13,479	14,324	16,224	17,144	19,483	19,883	19,160	17,077	18,146	20,698
2000	16,336	19,359	18,918	17,066	15,166	13,898	14,419	16,334	17,225	19,018	19,386	18,730	16,968	17,810	20,125
2100	15,692	18,221	18,119	16,174	14,851	13,579	13,997	15,736	16,389	18,115	18,442	17,515	16,195	16,671	18,694
2200	14,815	17,118	17,146	15,417	14,014	12,998	13,305	14,805	15,644	17,037	17,082	16,387	15,288	15,616	17,197
2300	14,320	16,166	16,270	14,530	12,988	12,295	12,987	14,099	14,951	16,018	16,191	15,140	14,165	15,048	16,041
2400	13,816	15,238	15,596	13,806	12,155	11,591	12,526	13,573	14,180	15,324	15,130	14,011	13,202	14,312	15,387

Total	330,363	424,342	423,164	398,002	366,700	311,503	309,258	371,251	384,326	414,259	427,639	421,461	356,977	368,433	437,736
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Date	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday
Hour	9/16/2025	9/17/2025	9/18/2025	9/19/2025	9/20/2025	9/21/2025	9/22/2025	9/23/2025	9/24/2025	9/25/2025	9/26/2025	9/27/2025	9/28/2025	9/29/2025	9/30/2025	10/1/2025
100	14,692	15,457	15,394	15,693	14,610	12,553	14,690	14,563	15,391	15,240	14,681	12,747	12,276	14,452	15,018	-
200	14,283	14,822	14,906	15,053	14,181	12,166	14,461	14,244	14,940	14,880	14,311	12,385	11,782	13,824	14,396	-
300	14,003	14,437	14,315	14,583	13,681	11,869	14,114	14,077	14,772	14,621	14,123	12,165	11,499	13,684	14,020	-
400	14,011	14,721	14,560	14,639	13,513	11,781	14,402	14,299	15,005	14,873	14,321	12,108	11,460	14,207	13,965	-
500	14,498	15,281	15,192	15,538	13,583	11,794	15,032	14,905	15,556	15,560	14,878	12,324	11,552	15,153	14,611	-
600	16,004	16,585	16,480	16,732	14,018	12,045	16,767	16,493	17,024	16,910	16,070	12,721	11,920	16,505	15,866	-
700	16,802	17,099	17,347	17,403	14,295	12,358	18,051	17,643	18,174	17,919	16,984	13,246	12,299	17,278	17,279	-
800	17,554	17,907	17,928	16,779	14,902	12,896	18,783	18,089	18,583	18,304	17,474	13,774	12,746	17,831	17,581	-
900	18,114	18,803	18,606	18,713	15,608	13,632	19,115	18,413	19,224	18,756	17,866	14,402	13,679	18,571	18,310	-
1000	19,183	19,818	19,430	19,782	16,333	14,109	19,690	18,756	19,599	19,147	17,864	15,120	14,687	19,592	18,846	-
1100	19,742	20,713	20,670	21,260	17,116	14,828	20,219	18,951	20,344	19,290	18,367	15,753	15,943	20,515	19,330	-
1200	20,723	21,653	21,452	22,376	17,735	15,322	20,227	19,395	20,768	19,404	19,066	16,452	17,226	21,633	20,012	-
1300	21,470	22,650	22,681	23,225	18,659	15,847	20,488	20,141	21,068	19,780	19,468	17,129	18,184	22,548	20,793	-
1400	22,279	23,196	23,519	23,926	19,281	16,528	20,228	20,502	21,197	20,250	19,977	17,883	19,034	23,200	21,371	-
1500	22,547	23,078	23,971	24,279	19,395	17,311	19,912	20,939	21,359	20,039	20,062	18,700	19,785	23,668	21,345	-
1600	23,083	23,911	24,225	24,560	18,882	17,736	19,466	21,611	21,763	20,158	20,238	19,029	20,202	24,034	21,253	-
1700	23,074	23,781	24,136	23,806	18,782	18,300	19,112	20,821	21,476	19,610	19,733	19,030	19,942	23,815	21,066	-
1800	22,605	23,265	23,762	22,829	17,983	18,238	18,796	20,049	20,965	19,373	18,981	18,396	19,530	22,905	20,312	-
1900	21,456	22,324	22,707	21,262	16,992	18,250	18,503	19,765	20,097	18,785	17,773	17,713	19,279	22,130	19,645	-
2000	20,759	21,586	21,791	20,409	16,735	18,281	18,377	19,446	19,585	18,683	17,154	17,289	18,898	21,069	18,837	-
2100	19,304	20,168	20,362	19,197	15,837	17,343	17,626	18,412	18,425	17,713	16,415	16,296	17,557	19,505	17,723	-
2200	18,054	18,708	18,652	18,029	14,813	16,299	16,610	17,291	17,222	16,943	15,633	15,026	16,284	17,997	16,533	-
2300	17,053	17,346	17,578	16,578	13,881	15,735	15,866	16,578	16,386	15,950	14,186	13,852	15,678	16,818	15,665	-
2400	15,902	16,312	16,445	15,378	13,084	15,187	15,270	16,119	15,827	15,196	13,360	12,961	14,756	15,686	14,859	-

Total	447,195	447,309	465,909	462,029	383,899	360,408	425,805	431,502	444,750	427,384	408,985	366,501	376,198	456,620	428,636	-
											Maximum	24,560	Minimum	10,601	Grand Total	12,094,856

Napoleon Peak Day Load Curve



RATE REVIEW COMPARISONS - Current to Prior Month and Prior Year

2025 NOVEMBER BILLING - ELECTRIC PSCAF - BILLING COMPARISONS TO PRIOR PERIODS

Rate Comparisons to Prior Month and Prior Year for Same Period

			Current	Prior Month	Prior Year			Current	Prior Month	Prior Year	
	Service	Service	NOVEMBER	OCTOBER	NOVEMBER		Service	Service	NOVEMBER	OCTOBER	NOVEMBER
Customer Type	Usage	Units	2025 Rate	2025 Rate	2024 Rate		Usage	Units	2025 Rate	2024 Rate	2024 Rate
Customer Type ->			RESIDENTIAL USER - (w/Gas Heat)			RESIDENTIAL USER - (All Electric)					
Customer Charge			\$6.00	\$6.00	\$6.00				\$6.00	\$6.00	\$6.00
Distribution Energy Charge			\$20.93	\$20.93	\$20.93				\$33.39	\$33.39	\$33.39
Distribution Demand Charge											
Power Supply Energy Charge	978	kWh	\$71.20	\$71.20	\$71.20	1,976	kWh	\$143.85	\$143.85	\$143.85	
Power Supply Demand Charge											
PSCAF - Monthly Factor	978	kWh	\$11.90	\$8.93	\$3.79	1,976	kWh	\$24.05	\$18.04	\$7.67	
kWH Tax- Level 1	0	kWh	\$0.00	\$0.00	\$0.00	1,976	kWh	\$9.19	\$9.19	\$9.19	
kWH Tax- Level 2											
kWH Tax- Level 3											
Total Electric			\$110.03	\$107.06	\$101.92				\$216.48	\$210.47	\$200.10
Water	6	CCF	\$72.53	\$72.53	\$72.53	11	CCF	\$120.41	\$120.41	\$120.41	
Sewer (w/Stm.Sew. & Lat.)	6	CCF	\$82.65	\$82.65	\$82.65	11	CCF	\$120.45	\$120.45	\$120.45	
Storm Water (Rate/ERU)			\$9.50	\$9.50	\$9.50			\$9.50	\$9.50	\$9.50	
Refuse (Rate/Service)			\$20.00	\$20.00	\$18.00			\$20.00	\$20.00	\$18.00	
Sub-Other Services			\$184.68	\$184.68	\$182.68				\$270.36	\$270.36	\$268.36
Total Billing - All Services			\$294.71	\$291.74	\$284.60				\$486.84	\$480.83	\$468.46
Verification Totals->			\$294.71	\$291.74	\$284.60				\$486.84	\$480.83	\$468.46
				Cr.Mo to Pr.Mo	Cr.Yr to Pr.Yr					Cr.Mo to Pr.Mo	Cr.Yr to Pr.Yr
Dollar Chg.to Prior Periods				\$2.97	\$10.11					\$6.01	\$18.38
% Inc/Dec(-) to Prior Periods				1.02%	3.55%					1.25%	3.92%
=====											
Cost/kWH - Electric	978	kWh	\$0.11251	\$0.10947	\$0.10421	1,976	kWh	\$0.10955	\$0.10651	\$0.10127	
% Inc/Dec(-) to Prior Periods				2.78%	7.96%					2.85%	8.18%
Cost/CCF - Water	6	CCF	\$12.08833	\$12.08833	\$12.08833	11	CCF	\$10.94636	\$10.94636	\$10.94636	
Cost/GALLONS - Water	4,488	GAL	\$0.01616	\$0.01616	\$0.01616	8,229	GAL	\$0.01463	\$0.01463	\$0.01463	
% Inc/Dec(-) to Prior Periods				0.00%	0.00%					0.00%	0.00%
Cost/CCF - Sewer	6	CCF	\$13.77500	\$13.77500	\$13.77500	11	CCF	\$10.95000	\$10.95000	\$10.95000	
Cost/GALLON - Sewer	4,488	GAL	\$0.01842	\$0.01842	\$0.01842	8,229	GAL	\$0.01464	\$0.01464	\$0.01464	
% Inc/Dec(-) to Prior Periods				0.00%	0.00%					0.00%	0.00%
(Listed Accounts Assume SAME USAGE for kWh and Water (CCF) for All Billing Periods)											
(One "1" Unit CCF of Water = "Hundred Cubic Foot" = 748.05 Gallons)											

RATE REVIEW COMPARISONS - Current to Prior Month and Prior Year

2025 NOVEMBER BILLING - E

Rate Comparisons to Prior Month a

			Current	Prior Month	Prior Year				Current	Prior Month	Prior Year
	Service	Service	NOVEMBER	OCTOBER	NOVEMBER		Service	Service	NOVEMBER	OCTOBER	NOVEMBER
Customer Type	Usage	Units	2025 Rate	2024 Rate	2024 Rate		Usage	Units	2025 Rate	2024 Rate	2024 Rate
Customer Type ->	COMMERCIAL USER - (3 Phase w/Demand)						INDUSTRIAL USER - (3 Phase w/Demand)				
Customer Charge			\$18.00	\$18.00	\$18.00				\$100.00	\$100.00	\$100.00
Distribution Energy Charge	7,040	kWh	\$38.02	\$38.02	\$38.02	98,748	Reactive	\$2,303.85	\$2,303.85	\$2,303.85	
Distribution Demand Charge	20.32	kW/Dmd	\$92.86	\$92.86	\$92.86	1510.1	kW/Dmd	\$8,215.30	\$8,215.30	\$8,215.30	
Power Supply Energy Charge	7,040	kWh	\$623.04	\$623.04	\$623.04	866,108	kWh	\$39,165.42	\$39,165.42	\$39,165.42	
Power Supply Demand Charge								\$15,296.55	\$15,296.55	\$15,296.55	
PSCAF - Monthly Factor	7,040	kWh	\$85.68	\$64.28	\$27.32			\$10,013.51	\$7,512.19	\$3,192.48	
kWH Tax- Level 1			\$9.66	\$9.66	\$9.66			\$9.66	\$9.66	\$9.66	
kWH Tax- Level 2			\$20.80	\$20.80	\$20.80			\$56.24	\$56.24	\$56.24	
kWH Tax- Level 3								\$3,087.71	\$3,087.71	\$3,087.71	
Total Electric			\$888.06	\$866.66	\$829.70			\$78,248.24	\$75,746.92	\$71,427.21	
Water	25	CCF	\$249.21	\$249.21	\$249.21	300	CCF	\$2,781.06	\$2,781.06	\$2,781.06	
Sewer (w/Stm.Sew. & Lat.)	25	CCF	\$227.69	\$227.69	\$227.69	300	CCF	\$2,306.69	\$2,306.69	\$2,306.69	
Storm Water (Rate/ERU)			\$9.50	\$9.50	\$9.50			\$330.00	\$330.00	\$330.00	
Refuse (Rate/Service)			\$6.00	\$6.00	\$6.00			\$6.00	\$6.00	\$6.00	
Sub-Other Services			\$492.40	\$492.40	\$492.40			\$5,423.75	\$5,423.75	\$5,423.75	
Total Billing - All Services			\$1,380.46	\$1,359.06	\$1,322.10			\$83,671.99	\$81,170.67	\$76,850.96	
Verification Totals->			\$1,380.46	\$1,359.06	\$1,322.10			\$83,671.99	\$81,170.67	\$76,850.96	
				Cr.Mo to Pr.Mo	Cr.Yr to Pr.Yr				Cr.Mo to Pr.Mo	Cr.Yr to Pr.Yr	
Dollar Chg.to Prior Periods				\$21.40	\$58.36				\$2,501.32	\$6,821.03	
% Inc/Dec(-) to Prior Periods				1.57%	4.41%				3.08%	8.88%	
=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	
Cost/kWH - Electric	7,040	kWh	\$0.12614	\$0.12311	\$0.11786	866,108	kWh	\$0.09034	\$0.08746	\$0.08247	
% Inc/Dec(-) to Prior Periods				2.46%	7.03%				3.29%	9.54%	
Cost/CCF - Water	25	CCF	\$9.96840	\$9.96840	\$9.96840	300	CCF	\$9.27020	\$9.27020	\$9.27020	
Cost/GALLONS - Water	18,701	GAL	\$0.01333	\$0.01333	\$0.01333	224,415	GAL	\$0.01239	\$0.01239	\$0.01239	
% Inc/Dec(-) to Prior Periods				0.00%	0.00%				0.00%	0.00%	
Cost/CCF - Sewer	25	CCF	\$9.10760	\$9.10760	\$9.10760	300	CCF	\$7.68897	\$7.68897	\$7.68897	
Cost/GALLON - Sewer	18,701	GAL	\$0.01218	\$0.01218	\$0.01218	224,415	GAL	\$0.01028	\$0.01028	\$0.01028	
% Inc/Dec(-) to Prior Periods				0.00%	0.00%				0.00%	0.00%	
(Listed Accounts Assume SAME USA											
(One "1" Unit CCF of Water = "Hundre											

BILLING SUMMARY AND UMPION for BILLING CYCLE - November 2025										
2025 - OCTOBER BILLING WITH SEPTEMBER BILLING PERIOD AND OCTOBER 2025 CITY CONSUMPTION AND BILLING DATA										
	Oct-25	Oct-25	Oct-25	Billed kVa	Cost / kWh	Prior 12 Mo	Nov-24	Nov-24	Nov-24	Cost / kWh
Class and/or Schedule	# of Bills	(kWh Usage)	Billed	of Demand	For Month	Average	# of Bills	(kWh Usage)	Billed	For Month
Residential (Dom-In)	3,449	2,774,754	\$320,296.85	0	\$0.1154	\$0.1206	3,453	2,144,292	\$241,002.25	\$0.1124
Residential (Dom-In) w/Ecosmart	5	3,441	\$401.57	0	\$0.1167	\$0.1221	5	2,488	\$285.58	\$0.1148
Residential (Dom-In - All Electric)	641	450,588	\$52,500.84	0	\$0.1165	\$0.1195	650	363,589	\$41,252.49	\$0.1135
Res.(Dom-In - All Elec.) w/Ecosmart	1	782	\$90.44	0	\$0.1157	\$0.1206	1	743	\$82.32	\$0.1108
Total Residential (Domestic)	4,096	3,229,565	\$373,289.70	0	\$0.1156	\$0.1204	4,109	2,511,112	\$282,622.64	\$0.1125
Residential (Rural-Out)	834	801,388	\$98,643.66	0	\$0.1231	\$0.1269	822	674,301	\$80,665.46	\$0.1196
Residential (Rural-Out) w/Ecosmart	4	3,745	\$461.89	0	\$0.1233	\$0.1283	4	2,760	\$336.52	\$0.1219
Residential (Rural-Out - All Electric)	357	359,649	\$44,095.27	0	\$0.1226	\$0.1257	358	306,358	\$36,495.65	\$0.1191
Res. (Rural-Out - All Electric) w/Ecosmart	2	1,756	\$217.86	0	\$0.1241	\$0.1259	2	1,469	\$177.81	\$0.1210
Residential (Rural-Out w/Dmd)	15	13,873	\$1,712.38	104	\$0.1234	\$0.1210	15	13,943	\$1,647.17	\$0.1181
Residential (Rural-Out - All Electric w/Dmd)	7	9,189	\$1,105.21	48	\$0.1203	\$0.1243	7	6,117	\$727.14	\$0.1189
Total Residential (Rural)	1,219	1,189,600	\$146,236.27	152	\$0.1229	\$0.1263	1,208	1,004,948	\$120,049.75	\$0.1195
Commercial (1 Ph-In - No Dmd)	82	38,335	\$5,810.82	11	\$0.1516	\$0.1551	82	35,964	\$5,321.43	\$0.1480
Commercial (1 Ph-Out - No Dmd)	52	13,993	\$2,383.84	0	\$0.1704	\$0.1706	52	12,372	\$2,114.74	\$0.1709
Total Commercial (1 Ph) No Dmd	134	52,328	\$8,194.66	11	\$0.1566	\$0.1595	134	48,336	\$7,436.17	\$0.1538
Commercial (1 Ph-In - w/Demand)	259	390,758	\$54,476.73	2045	\$0.1394	\$0.1480	259	289,224	\$41,148.07	\$0.1423
Commercial (1 Ph-Out - w/Demand)	27	62,130	\$8,046.64	224	\$0.1295	\$0.1339	26	54,300	\$6,857.99	\$0.1263
Total Commercial (1 Ph) w/Demand	286	452,888	\$62,523.37	2,269	\$0.1381	\$0.1457	285	343,524	\$48,006.06	\$0.1397
Commercial (3 Ph-Out - No Dmd)	2	80	\$46.06	9	\$0.5758	\$0.1396	2	80	\$45.64	\$0.5705
Total Commercial (3 Ph) No Dmd	2	80	\$46.06	9	\$0.5758	\$0.1396	2	80	\$45.64	\$0.5705
Commercial (3 Ph-In - w/Demand)	231	2,221,640	\$279,107.39	8426	\$0.1256	\$0.1291	228	1,966,649	\$236,168.33	\$0.1201
Commercial (3 Ph-Out - w/Demand)	40	338,750	\$43,347.24	1492	\$0.1280	\$0.1298	39	290,605	\$36,569.09	\$0.1258
Commercial (3 Ph-Out - w/Dmd.&Sub-St.Cr)	2	60,280	\$7,037.23	217	\$0.1167	\$0.1199	2	57,120	\$6,384.07	\$0.1118
Commercial (3 Ph-In - w/Demand, No Tax)	1	5,920	\$750.23	27	\$0.1267	\$0.1304	1	4,800	\$584.41	\$0.1218
Commercial (3 Ph-In - w/Dmd.&Sub-St.Cr)	1	100,800	\$11,386.08	280	\$0.1130	\$0.1195	1	106,264	\$11,812.41	\$0.1112
Total Commercial (3 Ph) w/Demand	275	2,727,390	\$341,628.17	10,442	\$0.1253	\$0.1286	271	2,425,438	\$291,518.31	\$0.1202
Large Power (In - w/Dmd & Rct)	14	2,027,800	\$195,480.00	4120	\$0.0964	\$0.1037	14	1,958,084	\$184,106.29	\$0.0940
Large Power (In - w/Dmd & Rct, w/SbCr)	2	864,600	\$79,531.74	1664	\$0.0920	\$0.0979	2	755,634	\$68,840.23	\$0.0911
Large Power (Out - w/Dmd & Rct, w/SbCr)	2	540,000	\$52,846.13	1210	\$0.0979	\$0.1057	2	435,600	\$45,264.33	\$0.1039
Large Power (Out - w/Dmd & Rct, w/SbCr) w/	0	0	\$0.00	0	\$0.0000	\$0.0000	0	0	\$0.00	\$0.0000
Large Power (In - w/Dmd & Rct, w/SbCr)	2	93,848	\$14,514.33	503	\$0.1547	\$0.1427	2	76,550	\$7,297.76	\$0.0953
Total Large Power	20	3,526,248	\$342,372.20	7,497	\$0.0971	\$0.1036	20	3,225,868	\$305,508.61	\$0.0947
Industrial (In - w/Dmd & Rct, w/SbCr)	1	752,400	\$67,942.75	1500	\$0.0903	\$0.0924	1	875,924	\$71,929.69	\$0.0821
Industrial (In - w/Dmd & Rct, No/SbCr)	1	979,200	\$85,126.02	1718	\$0.0869	\$0.0923	1	904,460	\$74,896.35	\$0.0828
Total Industrial	2	1,731,600	\$153,068.77	3,218	\$0.0884	\$0.0923	2	1,780,384	\$146,826.04	\$0.0825
Interdepartmental (In - No Dmd)	6	9,430	\$1,192.27	33	\$0.1264	\$0.1244	6	9,007	\$1,070.54	\$0.1189
Interdepartmental (Out - w/Dmd)	2	894	\$136.60	0	\$0.1528	\$0.1597	2	795	\$119.97	\$0.1509
Interdepartmental (In - w/Dmd)	27	20,476	\$2,902.60	0	\$0.1418	\$0.1381	27	19,890	\$2,724.39	\$0.1370
Interdepartmental (3Ph-In - w/Dmd)	14	226,280	\$26,589.14	567	\$0.1175	\$0.1240	14	175,259	\$20,068.09	\$0.1145
Interdepartmental (Street Lights)	6	30,685	\$2,966.21	0	\$0.0967	\$0.0966	6	30,685	\$2,963.08	\$0.0966
Interdepartmental (Traffic Signals)	8	1,394	\$128.90	0	\$0.0925	\$0.0925	8	1,221	\$112.90	\$0.0925
Generators (JV2 Power Cost Only)	1	14,748	\$884.73	30	\$0.0600	\$0.0000	1	15,940	\$723.52	\$0.0454
Generators (JV5 Power Cost Only)	0	0	\$0.00	0	\$0.0000	\$0.0000	0	0	\$0.00	\$0.0000
Total Interdepartmental	64	303,907	\$34,800.45	630	\$0.1145	\$0.1202	64	252,797	\$27,782.49	\$0.1099
SUB-TOTAL CONSUMPTION & DEMAND	6,098	13,213,606	\$1,462,159.65	24,228	\$0.1107	\$0.1153	6,095	11,592,487	\$1,229,795.71	\$0.1061
Street Lights (In)	13	0	\$13.76	0	\$0.0000	\$0.0000	13	0	\$13.76	\$0.0000
Street Lights (Out)	2	0	\$1.91	0	\$0.0000	\$0.0000	2	0	\$1.91	\$0.0000
Total Street Light Only	15	0	\$15.67	0	\$0.0000	\$0.0000	15	0	\$15.67	\$0.0000
TOTAL CONSUMPTION & DEMAND	6,113	13,213,606	\$1,462,175.32	24,228	\$0.1107	\$0.1153	6,110	11,592,487	\$1,229,811.38	\$0.1061

BILLING SUMMARY AND**2025 - OCTOBER BILLING WITH SEPT**

	Dec-24					Jan-25					Feb-25					Mar-25			
Class and/or Schedule	# of Bills	Dec-24 (kWh Usage)	Dec-24 Billed	Cost / kWh For Month		# of Bills	Jan-25 (kWh Usage)	Jan-25 Billed	Cost / kWh For Month		# of Bills	Feb-25 (kWh Usage)	Feb-25 Billed	Cost / kWh For Month		# of Bills	Mar-25 (kWh Usage)	Mar-25 Billed	Cost / kWh For Month
Residential (Dom-In)	3,438	1,670.207	\$201,576.58	\$0.1207		3,454	2,144.294	\$266,659.31	\$0.1244		3,447	2,525.130	\$306,873.16	\$0.1215		3,453	2,621.072	\$313,230.18	\$0.1195
Residential (Dom-In) w/Ecosmart	5	2,606	\$312.33	\$0.1199		5	3,723	\$457.02	\$0.1228		5	2,441	\$306.71	\$0.1256		5	2,780	\$340.32	\$0.1224
Residential (Dom-In - All Electric)	641	344.213	\$41,139.39	\$0.1195		648	577.461	\$70,115.76	\$0.1214		644	752.903	\$89,181.10	\$0.1184		640	873.868	\$101,338.62	\$0.1160
Res (Dom-In - All Elec.) w/Ecosmart	1	532	\$63.63	\$0.1196		1	596	\$74.36	\$0.1248		1	686	\$83.76	\$0.1221		1	661	\$79.89	\$0.1209
Total Residential (Domestic)	4,085	2,017,558	\$243,091.93	\$0.1205		4,108	2,726,074	\$337,306.45	\$0.1237		4,097	3,281,160	\$396,444.73	\$0.1208		4,099	3,498,381	\$414,989.01	\$0.1186
Residential (Rural-Out)	819	600,602	\$76,090.34	\$0.1267		819	825,409	\$106,734.60	\$0.1293		819	961,720	\$121,688.04	\$0.1265		819	1,009,132	\$125,517.56	\$0.1244
Residential (Rural-Out) w/Ecosmart	4	2,555	\$328.82	\$0.1287		4	3,348	\$439.76	\$0.1314		4	3,967	\$508.28	\$0.1281		4	3,020	\$391.28	\$0.1296
Residential (Rural-Out - All Electric)	359	298,729	\$37,358.38	\$0.1251		355	438,045	\$55,839.64	\$0.1275		356	506,560	\$63,328.68	\$0.1250		355	568,614	\$69,639.97	\$0.1225
Res. (Rural-Out - All Electric) w/Ecosmart	2	1,283	\$165.04	\$0.1286		2	2,182	\$280.53	\$0.1286		2	3,658	\$451.82	\$0.1235		2	3,481	\$424.91	\$0.1221
Residential (Rural-Out w/Dmd)	15	51,373	\$5,937.46	\$0.1156		15	175,941	\$21,029.80	\$0.1195		15	101,836	\$12,107.61	\$0.1189		15	19,315	\$2,394.22	\$0.1240
Residential (Rural-Out - All Electric w/Dmd)	7	17,008	\$1,987.75	\$0.1169		7	12,518	\$1,562.47	\$0.1248		7	7,946	\$996.32	\$0.1254		7	8,048	\$1,005.92	\$0.1250
Total Residential (Rural)	1,206	971,550	\$121,867.79	\$0.1254		1,202	1,457,443	\$185,886.80	\$0.1275		1,203	1,585,687	\$199,080.75	\$0.1255		1,202	1,611,610	\$199,373.86	\$0.1237
Commercial (1 Ph-In - No Dmd)	82	36,185	\$5,551.37	\$0.1534		83	43,723	\$6,790.04	\$0.1553		82	47,724	\$7,243.25	\$0.1518		82	47,923	\$7,186.77	\$0.1500
Commercial (1 Ph-Out - No Dmd)	52	13,775	\$2,361.37	\$0.1714		52	17,724	\$2,971.15	\$0.1676		52	18,074	\$2,994.01	\$0.1657		52	17,053	\$2,831.41	\$0.1660
Total Commercial (1 Ph) No Dmd	134	49,960	\$7,912.74	\$0.1584		135	61,447	\$9,761.19	\$0.1589		134	65,798	\$10,237.26	\$0.1556		134	64,976	\$10,018.18	\$0.1542
Commercial (1 Ph-In - w/Demand)	259	247,297	\$37,560.29	\$0.1519		260	237,420	\$37,691.23	\$0.1588		259	280,282	\$42,237.33	\$0.1507		261	315,545	\$45,383.75	\$0.1438
Commercial (1 Ph-Out - w/Demand)	26	57,821	\$7,600.31	\$0.1314		26	51,999	\$7,319.17	\$0.1408		26	53,212	\$7,323.91	\$0.1376		26	56,263	\$7,469.97	\$0.1328
Total Commercial (1 Ph) w/Demand	285	305,118	\$45,160.60	\$0.1480		286	289,419	\$45,010.40	\$0.1555		285	333,494	\$49,561.24	\$0.1486		287	371,808	\$52,853.72	\$0.1422
Commercial (3 Ph-Out - No Dmd)	2	4,600	\$615.04	\$0.1337		2	34,320	\$4,565.63	\$0.1330		2	3,040	\$434.66	\$0.1430		2	3,800	\$527.25	\$0.1388
Total Commercial (3 Ph) No Dmd	2	4,600	\$615.04	\$0.1337		2	34,320	\$4,565.63	\$0.1330		2	3,040	\$434.66	\$0.1430		2	3,800	\$527.25	\$0.1388
Commercial (3 Ph-In - w/Demand)	226	1,738,649	\$220,032.56	\$0.1266		224	1,661,682	\$219,956.00	\$0.1324		222	1,675,629	\$218,272.41	\$0.1303		224	1,824,352	\$232,008.15	\$0.1272
Commercial (3 Ph-Out - w/Demand)	39	481,061	\$58,335.51	\$0.1213		39	386,774	\$50,231.21	\$0.1299		39	320,276	\$42,088.33	\$0.1314		39	386,879	\$48,809.52	\$0.1262
Commercial (3 Ph-Out - w/Dmd.&Sub-St.CR)	2	51,960	\$5,977.75	\$0.1150		2	56,920	\$7,014.32	\$0.1232		2	63,360	\$7,587.99	\$0.1198		2	76,360	\$9,018.14	\$0.1181
Commercial (3 Ph-In - w/Demand, No Tax)	1	2,520	\$372.50	\$0.1478		1	1,240	\$175.11	\$0.1412		1	1,360	\$188.64	\$0.1387		1	1,480	\$199.63	\$0.1349
Commercial (3 Ph-In - w/Dmd.&Sub-St.CR)	1	104,200	\$12,096.98	\$0.1161		1	76,646	\$9,645.66	\$0.1258		1	57,172	\$7,662.77	\$0.1340		1	109,900	\$13,021.42	\$0.1185
Total Commercial (3 Ph) w/Demand	269	2,378,390	\$296,815.30	\$0.1248		267	2,183,262	\$287,022.30	\$0.1315		265	2,117,797	\$275,800.14	\$0.1302		267	2,398,971	\$303,056.86	\$0.1263
Large Power (In - w/Dmd & Rct)	14	1,877,572	\$185,327.88	\$0.0987		14	1,697,636	\$185,607.80	\$0.1093		14	1,578,025	\$171,390.69	\$0.1086		14	1,641,707	\$172,788.38	\$0.1052
Large Power (In - w/Dmd & Rct, w/SbCr)	2	725,767	\$66,064.14	\$0.0910		2	718,710	\$73,436.47	\$0.1022		2	697,502	\$71,147.86	\$0.1020		2	716,039	\$70,094.95	\$0.0979
Large Power (Out - w/Dmd & Rct, w/SbCr)	2	406,800	\$43,120.62	\$0.1060		2	393,600	\$43,639.39	\$0.1109		2	345,600	\$39,626.31	\$0.1147		2	445,200	\$47,334.09	\$0.1063
Large Power (Out - w/Dmd & Rct, w/SbCr) w/	0	0	\$0.00		0	0	\$0.00				0	0	\$0.00		0	0	\$0.00		
Large Power (In - w/Dmd & Rct, w/SbCr)	2	74,116	\$7,232.95	\$0.0976		2	51,378	\$8,557.20	\$0.1666		2	49,630	\$8,038.05	\$0.1620		2	148,398	\$13,136.68	\$0.0885
Total Large Power	20	3,084,255	\$301,745.59	\$0.0978		20	2,861,324	\$311,240.86	\$0.1088		20	2,670,757	\$290,202.91	\$0.1087		20	2,951,344	\$303,354.10	\$0.1028
Industrial (In - w/Dmd & Rct, w/SbCr)	1	935,716	\$81,058.56	\$0.0866		1	872,736	\$80,994.34	\$0.0928		1	779,677	\$74,519.51	\$0.0956		1	908,626	\$81,784.70	\$0.0900
Industrial (In - w/Dmd & Rct, No/SbCr)	1	915,996	\$81,902.22	\$0.0894		1	933,305	\$90,325.83	\$0.0968		1	939,845	\$89,885.01	\$0.0956		1	994,264	\$88,926.85	\$0.0894
Total Industrial	2	1,851,712	\$162,960.78	\$0.0880		2	1,806,041	\$171,320.17	\$0.0949		2	1,719,522	\$164,404.52	\$0.0956		2	1,902,890	\$170,711.55	\$0.0897
Interdepartmental (In - No Dmd)	6	11,350	\$1,465.29	\$0.1291		6	24,283	\$3,016.46	\$0.1242		6	28,685	\$3,482.41	\$0.1214		6	33,764	\$4,072.11	\$0.1206
Interdepartmental (Out - w/Dmd)	2	744	\$117.99	\$0.1586		2	681	\$114.38	\$0.1680		2	706	\$116.74	\$0.1654		2	696	\$114.24	\$0.1641
Interdepartmental (In - w/Dmd)	26	28,107	\$3,858.84	\$0.1373		28	65,337	\$8,981.17	\$0.1375		28	77,802	\$10,522.15	\$0.1352		26	81,665	\$10,860.85	\$0.1330
Interdepartmental (3Ph-In - w/Dmd)	14	186,090	\$22,319.11	\$0.1199		14	232,451	\$29,401.33	\$0.1265		14	270,921	\$34,102.51	\$0.1259		14	308,678	\$37,614.99	\$0.1219
Interdepartmental (Street Lights)	6	30,685	\$2,960.04	\$0.0965		6	30,685	\$2,966.95	\$0.0967		6	30,685	\$2,963.94	\$0.0966		6	30,685	\$2,966.95	\$0.0967
Interdepartmental (Traffic Signals)	8	1,189	\$109.96	\$0.0925		8	1,187	\$109.76	\$0.0925		8	1,230	\$113.70	\$0.0924		8	1,180	\$109.11	\$0.0925
Generators (JV2 Power Cost Only)	1	18,649	\$697.85	\$0.0374		1	24,670	\$1,110.15	\$0.0450		1	25,988	\$893.21	\$0.0344		1	29,235	\$6,131.46	\$0.2097
Generators (JV5 Power Cost Only)	0	0	\$0.00	\$0.0000		0	0	\$0.00	\$0.0000		0	0	\$0.00	\$0.0000		0	0	\$0.00	\$0.0000
Total Interdepartmental	63	276,814	\$31,529.08	\$0.1139		65	379,294	\$45,700.20	\$0.1205		65	436,017	\$52,194.66	\$0.1197		63	485,903	\$61,869.71	\$0.1273
SUB-TOTAL CONSUMPTION & DEMAND	6,066	10,939,957	\$1,211,698.85	\$0.1108		6,087	11,798,624	\$1,397,814.00	\$0.1185		6,073	12,213,272	\$1,438,360.87	\$0.1178		6,076	13,289,683	\$1,516,754.24	\$0.1141
Street Lights (In)	13	0	\$13.76	\$0.0000		13	0	\$13.76	\$0.0000		13	0	\$13.76	\$0.0000		13	0	\$13.76	\$0.0000
Street Lights (Out)	2	0	\$1.91	\$0.0000		2	0	\$1.91	\$0.0000		2	0	\$1.91	\$0.0000		2	0	\$1.92	\$0.0000
Total Street Light Only	15	0	\$15.67	\$0.0000		15	0	\$15.67	\$0.0000		15	0	\$15.67	\$0.0000		15	0	\$15.68	\$0.0000
TOTAL CONSUMPTION & DEMAND	6,081	10,939,957	\$1,211,714.52	\$0.1108		6,102	11,798,624	\$1,397,829.67	\$0.1185		6,088	12,213,272	\$1,438,376.54	\$0.1178		6,091	13,289,683	\$1,516,769.92	\$0.1141

BILLING SUMMARY AND**2025 - OCTOBER BILLING WITH SEPT**

Class and/or Schedule	Apr-25			Cost / kWh For Month	May-25			Cost / kWh For Month	Jun-25			Cost / kWh For Month	Jul-25			Cost / kWh For Month
	# of Bills	Apr-25 (kWh Usage)	Apr-25 Billed		# of Bills	May-25 (kWh Usage)	May-25 Billed		# of Bills	Jun-25 (kWh Usage)	Jun-25 Billed		# of Bills	Jul-25 (kWh Usage)	Jul-25 Billed	
Residential (Dom-In)	3,444	2,105,521	\$258,836.97	\$0.1229	3,454	1,960,948	\$245,643.21	\$0.1253	3,448	1,661,874	\$213,985.71	\$0.1288	3,446	1,978,563	\$247,696.73	\$0.1252
Residential (Dom-In) w/Ecosmart	5	2,362	\$297.20	\$0.1258	5	2,532	\$320.44	\$0.1266	5	2,366	\$305.22	\$0.1290	5	2,731	\$343.37	\$0.1257
Residential (Dom-In - All Electric)	644	669,390	\$79,557.91	\$0.1189	642	527,017	\$64,300.76	\$0.1220	643	365,584	\$46,383.49	\$0.1269	644	368,231	\$46,116.00	\$0.1252
Res (Dom-In - All Elec.) w/Ecosmart	1	584	\$72.08	\$0.1234	1	686	\$84.68	\$0.1234	1	574	\$72.77	\$0.1268	1	836	\$101.92	\$0.1219
Total Residential (Domestic)	4,094	2,777,857	\$338,764.16	\$0.1220	4,102	2,491,183	\$310,349.09	\$0.1246	4,097	2,030,398	\$260,747.19	\$0.1284	4,096	2,350,361	\$294,258.02	\$0.1252
Residential (Rural-Out)	820	812,147	\$103,855.62	\$0.1279	818	751,818	\$97,946.77	\$0.1303	824	596,636	\$80,452.80	\$0.1348	828	661,552	\$87,304.09	\$0.1320
Residential (Rural-Out) w/Ecosmart	4	3,362	\$436.15	\$0.1297	4	2,776	\$371.44	\$0.1338	4	2,527	\$345.83	\$0.1369	4	2,962	\$393.77	\$0.1329
Residential (Rural-Out - All Electric)	356	431,593	\$54,389.56	\$0.1260	356	388,974	\$50,000.94	\$0.1285	356	287,490	\$38,355.65	\$0.1334	357	307,845	\$40,342.53	\$0.1310
Res. (Rural-Out - All Electric) w/Ecosmart	2	2,738	\$342.61	\$0.1251	2	2,640	\$335.22	\$0.1270	2	1,667	\$221.73	\$0.1330	2	1,289	\$173.95	\$0.1349
Residential (Rural-Out w/Dmd)	15	16,062	\$2,039.70	\$0.1270	15	16,830	\$2,158.05	\$0.1282	15	26,359	\$3,332.39	\$0.1264	15	16,508	\$2,120.06	\$0.1284
Residential (Rural-Out - All Electric w/Dmd)	7	6,281	\$810.01	\$0.1290	7	6,386	\$832.50	\$0.1304	7	5,735	\$763.98	\$0.1332	7	5,361	\$710.29	\$0.1325
Total Residential (Rural)	1,204	1,272,183	\$161,873.65	\$0.1272	1,202	1,169,424	\$151,644.92	\$0.1297	1,208	920,414	\$123,472.38	\$0.1341	1,213	995,517	\$131,044.69	\$0.1316
Commercial (1 Ph-In - No Dmd)	82	38,300	\$6,000.67	\$0.1567	81	35,686	\$5,704.60	\$0.1599	82	29,440	\$4,937.59	\$0.1677	84	33,471	\$5,449.47	\$0.1628
Commercial (1 Ph-Out - No Dmd)	52	15,706	\$2,679.93	\$0.1706	52	16,963	\$2,871.53	\$0.1693	52	15,806	\$2,743.59	\$0.1736	52	13,947	\$2,472.25	\$0.1773
Total Commercial (1 Ph) No Dmd	134	54,006	\$8,680.60	\$0.1607	133	52,649	\$8,576.13	\$0.1629	134	45,246	\$7,681.18	\$0.1698	136	47,418	\$7,921.72	\$0.1671
Commercial (1 Ph-In - w/Demand)	260	269,880	\$40,929.29	\$0.1517	261	268,124	\$40,461.86	\$0.1509	259	247,111	\$38,505.75	\$0.1558	259	245,637	\$38,210.49	\$0.1556
Commercial (1 Ph-Out - w/Demand)	26	53,331	\$7,176.96	\$0.1346	26	54,268	\$7,374.41	\$0.1359	26	55,237	\$7,668.67	\$0.1388	26	64,572	\$8,655.89	\$0.1341
Total Commercial (1 Ph) w/Demand	286	323,211	\$48,106.25	\$0.1488	287	322,392	\$47,836.27	\$0.1484	285	302,348	\$46,174.42	\$0.1527	285	310,209	\$46,866.38	\$0.1511
Commercial (3 Ph-Out - No Dmd)	2	3,480	\$490.99	\$0.1411	2	760	\$136.70	\$0.1799	2	120	\$52.10	\$0.4342	2	80	\$46.60	\$0.5825
Total Commercial (3 Ph) No Dmd	2	3,480	\$490.99	\$0.1411	2	760	\$136.70	\$0.1799	2	120	\$52.10	\$0.4342	2	80	\$46.60	\$0.5825
Commercial (3 Ph-In - w/Demand)	225	1,725,354	\$225,041.75	\$0.1304	228	1,794,235	\$241,804.22	\$0.1348	229	1,791,245	\$239,081.31	\$0.1335	230	1,782,456	\$237,455.57	\$0.1332
Commercial (3 Ph-Out - w/Demand)	40	349,366	\$45,463.08	\$0.1301	40	349,642	\$46,356.80	\$0.1326	40	293,839	\$40,320.83	\$0.1372	40	281,606	\$38,604.52	\$0.1371
Commercial (3 Ph-Out - w/Dmd.&Sub-St.CR)	2	63,120	\$7,511.15	\$0.1190	2	56,720	\$7,018.39	\$0.1237	2	56,160	\$6,943.46	\$0.1236	2	56,640	\$7,001.23	\$0.1236
Commercial (3 Ph-In - w/Demand, No Tax)	1	1,480	\$201.32	\$0.1360	1	1,240	\$179.68	\$0.1449	1	1,720	\$228.39	\$0.1328	1	2,040	\$259.16	\$0.1270
Commercial (3 Ph-In - w/Dmd.&Sub-St.CR)	1	98,505	\$12,205.26	\$0.1239	1	105,894	\$12,646.34	\$0.1194	1	97,440	\$11,883.48	\$0.1220	1	89,760	\$10,966.10	\$0.1222
Total Commercial (3 Ph) w/Demand	269	2,237,825	\$290,422.56	\$0.1298	272	2,307,731	\$308,005.43	\$0.1335	273	2,240,404	\$298,457.47	\$0.1332	274	2,212,502	\$294,286.58	\$0.1330
Large Power (In - w/Dmd & Rct)	14	1,538,169	\$168,091.41	\$0.1093	14	1,719,255	\$180,805.13	\$0.1052	14	1,770,920	\$188,874.68	\$0.1067	14	1,683,720	\$182,003.79	\$0.1081
Large Power (In - w/Dmd & Rct, w/SbCr)	2	594,863	\$59,838.13	\$0.1006	2	714,855	\$68,229.41	\$0.0954	2	645,600	\$69,182.65	\$0.1072	2	654,600	\$67,647.33	\$0.1033
Large Power (Out - w/Dmd & Rct, w/SbCr)	2	370,800	\$39,878.26	\$0.1075	2	456,000	\$45,973.35	\$0.1008	2	430,800	\$47,077.85	\$0.1093	2	459,600	\$50,146.54	\$0.1091
Large Power (Out - w/Dmd & Rct, w/SbCr) w/	0	0	\$0.00		0	0	\$0.00		0	0	\$0.00		0	0	\$0.00	
Large Power (In - w/Dmd & Rct, w/SbCr)	2	127,902	\$13,541.53	\$0.1059	2	87,576	\$11,243.76	\$0.1284	2	41,365	\$8,007.95	\$0.1936	2	40,450	\$13,864.79	\$0.3428
Total Large Power	20	2,631,734	\$281,349.33	\$0.1069	20	2,977,686	\$306,251.65	\$0.1028	20	2,888,685	\$313,143.13	\$0.1084	20	2,838,370	\$313,662.45	\$0.1105
Industrial (In - w/Dmd & Rct, w/SbCr)	1	839,404	\$78,158.63	\$0.0931	1	997,751	\$91,275.73	\$0.0915	1	806,400	\$79,708.27	\$0.0988	1	662,400	\$66,778.30	\$0.1008
Industrial (In - w/Dmd & Rct, No/SbCr)	1	845,080	\$79,163.12	\$0.0937	1	918,876	\$87,278.22	\$0.0950	1	1,008,000	\$96,523.08	\$0.0958	1	961,200	\$91,080.35	\$0.0948
Total Industrial	2	1,684,484	\$157,321.75	\$0.0934	2	1,916,627	\$178,553.95	\$0.0932	2	1,814,400	\$176,231.35	\$0.0971	2	1,623,600	\$157,858.65	\$0.0972
Interdepartmental (In - No Dmd)	6	24,980	\$3,072.44	\$0.1230	6	20,446	\$2,632.53	\$0.1288	6	12,850	\$1,653.01	\$0.1286	6	12,225	\$1,523.09	\$0.1246
Interdepartmental (Out - w/Dmd)	2	677	\$112.79	\$0.1666	2	774	\$126.71	\$0.1637	2	793	\$130.51	\$0.1646	2	836	\$134.96	\$0.1614
Interdepartmental (In - w/Dmd)	26	54,592	\$7,452.71	\$0.1365	26	50,860	\$7,046.61	\$0.1385	26	21,205	\$3,159.52	\$0.1490	27	22,523	\$3,312.09	\$0.1471
Interdepartmental (3Ph-In - w/Dmd)	14	247,783	\$30,818.93	\$0.1244	14	225,747	\$29,333.31	\$0.1299	14	305,083	\$37,511.81	\$0.1230	14	176,723	\$22,789.37	\$0.1290
Interdepartmental (Street Lights)	6	30,685	\$2,958.50	\$0.0964	6	30,685	\$2,964.71	\$0.0966	6	30,685	\$2,962.34	\$0.0965	6	30,685	\$2,963.08	\$0.0966
Interdepartmental (Traffic Signals)	7	1,076	\$99.50	\$0.0925	7	1,250	\$115.60	\$0.0925	7	1,084	\$100.23	\$0.0925	8	1,184	\$109.48	\$0.0925
Generators (JV2 Power Cost Only)	1	25,027	\$1,278.13	\$0.0511	1	23,628	\$1,034.43	\$0.0438	1	16,668	\$724.22	\$0.0434	1	16,328	\$541.93	\$0.0332
Generators (JV5 Power Cost Only)	0	0	\$0.00	\$0.0000	0	0	\$0.00	\$0.0000	0	0	\$0.00	\$0.0000	0	0	\$0.00	\$0.0000
Total Interdepartmental	62	384,820	\$45,793.00	\$0.1190	62	353,390	\$43,253.90	\$0.1224	62	388,368	\$46,241.64	\$0.1191	64	260,504	\$31,374.00	\$0.1204
SUB-TOTAL CONSUMPTION & DEMAND	6,073	11,369,600	\$1,332,802.29	\$0.1172	6,082	11,591,842	\$1,354,608.04	\$0.1169	6,083	10,630,383	\$1,272,200.86	\$0.1197	6,092	10,638,561	\$1,277,319.09	\$0.1201
Street Lights (In)	13	0	\$13.76	\$0.0000	13	0	\$13.76	\$0.0000	13	0	\$13.76	\$0.0000	13	0	\$13.76	\$0.0000
Street Lights (Out)	2	0	\$1.91	\$0.0000	2	0	\$1.91	\$0.0000	2	0	\$1.91	\$0.0000	2	0	\$1.92	\$0.0000
Total Street Light Only	15	0	\$15.67	\$0.0000	15	0	\$15.67	\$0.0000	15	0	\$15.67	\$0.0000	15	0	\$15.68	\$0.0000
TOTAL CONSUMPTION & DEMAND	6,088	11,369,600	\$1,332,817.96	\$0.1172	6,097	11,591,842	\$1,354,623.71	\$0.1169	6,098	10,630,383	\$1,272,216.53	\$0.1197	6,107	10,638,561	\$1,277,334.77	\$0.1201

BILLING SUMMARY AND (
2025 - OCTOBER BILLING WITH SEPTEMBER																	
Class and/or Schedule	Aug-25 # of Bills	Aug-25 (kWh Usage)	Aug-25 Billed	Cost / kWh For Month	Sep-25 # of Bills	Sep-25 (kWh Usage)	Sep-25 Billed	Cost / kWh For Month	Oct-25 # of Bills	Oct-25 (kWh Usage)	Oct-25 Billed	TOTAL KWH USAGE PRIOR 12 MO	TOTAL BILLING PRIOR 12 MO	Avg.Cost Per kWh For Period	Avg.Num. of Bills For Period	Avg.Per.% of Bills For Period	
Residential (Dom-In)	3,449	3,658,329	\$440,906.82	\$0.1205	3,450	3,448,797	\$404,680.71	\$0.1173	3,449	2,774,754	\$320,296.85	28,693,781	\$3,461,388.48	\$0.1206	3,449	56.5377%	
Residential (Dom-In) w/Ecosmart	5	4,498	\$546.75	\$0.1216	5	4,073	\$483.53	\$0.1187	5	3,441	\$401.57	36,041	\$4,400.04	\$0.1221	5	0.0820%	
Residential (Dom-In - All Electric)	642	571,560	\$69,509.05	\$0.1216	646	530,907	\$62,990.90	\$0.1186	641	450,588	\$52,500.84	6,395,311	\$764,386.31	\$0.1195	644	10.5534%	
Res.(Dom-In - All Elec.) w/Ecosmart	1	826	\$100.89	\$0.1221	1	852	\$100.87	\$0.1184	1	782	\$90.44	8,358	\$1,007.61	\$0.1206	1	0.0164%	
Total Residential (Domestic)	4,097	4,235,213	\$511,063.51	\$0.1207	4,102	3,984,629	\$468,256.01	\$0.1175	4,096	3,229,565	\$373,289.70	35,133,491	\$4,231,182.44	\$0.1204	4,099	67.1894%	
Residential (Rural-Out)	829	1,102,090	\$140,052.40	\$0.1271	831	1,019,042	\$126,552.71	\$0.1242	834	801,388	\$98,643.66	9,815,837	\$1,245,504.05	\$0.1269	824	13.5002%	
Residential (Rural-Out) w/Ecosmart	4	5,858	\$739.92	\$0.1263	4	5,177	\$640.28	\$0.1237	4	3,745	\$461.89	42,057	\$5,393.94	\$0.1283	4	0.0656%	
Residential (Rural-Out - All Electric)	356	490,143	\$62,159.59	\$0.1268	356	457,622	\$56,658.39	\$0.1238	357	359,649	\$44,095.27	4,841,622	\$608,664.25	\$0.1257	356	5.8430%	
Res. (Rural-Out - All Electric) w/Ecosmart	2	2,697	\$342.51	\$0.1270	2	2,428	\$301.77	\$0.1243	2	1,756	\$217.86	27,288	\$3,435.76	\$0.1259	2	0.0328%	
Residential (Rural-Out w/Dmd)	15	14,445	\$1,876.69	\$0.1299	15	14,968	\$1,885.87	\$0.1260	15	13,873	\$1,712.38	481,453	\$58,241.40	\$0.1210	15	0.2459%	
Residential (Rural-Out - All Electric w/Dmd)	7	9,066	\$1,153.91	\$0.1273	7	10,367	\$1,272.55	\$0.1228	7	9,189	\$1,105.21	104,022	\$12,928.05	\$0.1243	7	0.1148%	
Total Residential (Rural)	1,213	1,624,299	\$206,325.02	\$0.1270	1,215	1,509,604	\$187,311.57	\$0.1241	1,219	1,189,600	\$146,236.27	15,312,279	\$1,934,167.45	\$0.1263	1,208	19.8022%	
Commercial (1 Ph-In - No Dmd)	86	43,417	\$6,796.83	\$0.1565	82	40,948	\$6,276.79	\$0.1533	82	38,335	\$5,810.82	471,116	\$73,069.63	\$0.1551	83	1.3525%	
Commercial (1 Ph-Out - No Dmd)	52	14,267	\$2,516.30	\$0.1764	52	15,053	\$2,567.55	\$0.1706	52	13,993	\$2,383.84	184,733	\$31,507.67	\$0.1706	52	0.8525%	
Total Commercial (1 Ph) No Dmd	138	57,684	\$9,313.13	\$0.1615	134	56,001	\$8,844.34	\$0.1579	134	52,328	\$8,194.66	655,849	\$104,577.30	\$0.1595	135	2.2049%	
Commercial (1 Ph-In - w/Demand)	259	345,955	\$50,831.44	\$0.1469	258	388,125	\$54,366.27	\$0.1401	259	390,758	\$54,476.73	3,525,358	\$521,802.50	\$0.1480	259	4.2528%	
Commercial (1 Ph-Out - w/Demand)	26	68,331	\$9,190.18	\$0.1345	26	65,017	\$8,577.44	\$0.1319	27	62,130	\$8,046.64	696,481	\$93,261.54	\$0.1339	26	0.4276%	
Total Commercial (1 Ph) w/Demand	285	414,286	\$60,021.62	\$0.1449	284	453,142	\$62,943.71	\$0.1389	286	452,888	\$62,523.37	4,221,839	\$615,064.04	\$0.1457	286	4.6804%	
Commercial (3 Ph-Out - No Dmd)	2	0	\$36.00	\$0.0000	2	40	\$41.17	\$1.0293	2	80	\$46.06	50,400	\$7,037.84	\$0.1396	2	0.0328%	
Total Commercial (3 Ph) No Dmd	2	0	\$36.00	\$0.0000	2	40	\$41.17	\$1.0293	2	80	\$46.06	50,400	\$7,037.84	\$0.1396	2	0.0328%	
Commercial (3 Ph-In - w/Demand)	231	2,197,728	\$286,517.37	\$0.1304	231	2,250,545	\$287,212.05	\$0.1276	231	2,221,640	\$279,107.39	22,630,164	\$2,922,657.11	\$0.1291	227	3.7282%	
Commercial (3 Ph-Out - w/Demand)	40	313,184	\$42,302.26	\$0.1351	40	376,751	\$48,486.21	\$0.1287	40	338,750	\$43,347.24	4,168,733	\$540,914.60	\$0.1298	40	0.6489%	
Commercial (3 Ph-Out - w/Dmd.&Sub-St.CR)	2	79,200	\$9,735.45	\$0.1229	2	74,040	\$8,885.39	\$0.1200	2	60,280	\$7,037.23	751,880	\$90,114.57	\$0.1199	2	0.0328%	
Commercial (3 Ph-In - w/Demand, No Tax)	1	5,720	\$732.35	\$0.1280	1	6,120	\$775.19	\$0.1267	1	5,920	\$750.23	35,640	\$4,646.61	\$0.1304	1	0.0164%	
Commercial (3 Ph-In - w/Dmd.&Sub-St.CR)	1	106,560	\$12,884.40	\$0.1209	1	109,920	\$12,797.74	\$0.1164	1	100,800	\$11,386.08	1,163,061	\$139,008.64	\$0.1195	1	0.0164%	
Total Commercial (3 Ph) w/Demand	275	2,702,392	\$352,171.83	\$0.1303	275	2,817,376	\$358,156.58	\$0.1271	275	2,727,390	\$341,628.17	28,749,478	\$3,697,341.53	\$0.1286	271	4.4427%	
Large Power (In - w/Dmd & Rct)	14	2,049,440	\$214,571.42	\$0.1047	14	2,078,620	\$212,801.91	\$0.1024	14	2,027,800	\$195,480.00	21,620,948	\$2,241,849.38	\$0.1037	14	0.2295%	
Large Power (In - w/Dmd & Rct, w/SbCr)	2	752,400	\$73,049.80	\$0.0971	2	691,200	\$68,083.19	\$0.0985	2	864,600	\$79,531.74	8,531,770	\$835,145.90	\$0.0979	2	0.0328%	
Large Power (Out - w/Dmd & Rct, w/SbCr)	2	547,200	\$57,552.89	\$0.1052	2	561,600	\$57,606.51	\$0.1026	2	540,000	\$52,846.13	5,392,800	\$570,066.27	\$0.1057	2	0.0328%	
Large Power (Out - w/Dmd & Rct, w/SbCr) w/	0	0	\$0.00	\$0.0000	0	0	\$0.00	\$0.0000	0	0	\$0.00	0	\$0.00	\$0.0000	0	0.0000%	
Large Power (In - w/Dmd & Rct, w/SbCr)	2	71,016	\$14,025.32	\$0.1975	2	75,662	\$14,387.53	\$0.1902	2	93,848	\$14,514.33	937,891	\$133,847.85	\$0.1427	2	0.0328%	
Total Large Power	20	3,420,056	\$359,199.43	\$0.1050	20	3,407,082	\$352,879.14	\$0.1036	20	3,526,248	\$342,372.20	36,483,409	\$3,780,909.40	\$0.1036	20	0.3279%	
Industrial (In - w/Dmd & Rct, w/SbCr)	1	720,000	\$70,711.17	\$0.0982	1	772,800	\$71,641.83	\$0.0927	1	752,400	\$67,942.75	9,923,834	\$916,503.48	\$0.0924	1	0.0164%	
Industrial (In - w/Dmd & Rct, No/SbCr)	1	1,009,200	\$94,879.29	\$0.0940	1	927,600	\$86,287.49	\$0.0930	1	979,200	\$85,126.02	11,337,026	\$1,046,273.83	\$0.0923	1	0.0164%	
Total Industrial	2	1,729,200	\$165,590.46	\$0.0958	2	1,700,400	\$157,929.32	\$0.0929	2	1,731,600	\$153,068.77	21,260,860	\$1,962,777.31	\$0.0923	2	0.0328%	
Interdepartmental (In - No Dmd)	6	12,116	\$1,550.44	\$0.1280	6	11,117	\$1,425.20	\$0.1282	6	9,430	\$1,192.27	210,253	\$26,155.79	\$0.1244	6	0.0984%	
Interdepartmental (Out - w/Dmd)	2	1,093	\$169.17	\$0.1548	2	985	\$151.36	\$0.1537	2	894	\$136.60	9,674	\$1,545.42	\$0.1597	2	0.0328%	
Interdepartmental (In - w/Dmd)	27	26,348	\$3,821.37	\$0.1450	27	22,684	\$3,256.21	\$0.1435	27	20,476	\$2,902.60	491,489	\$67,898.51	\$0.1381	27	0.4385%	
Interdepartmental (3Ph-In - w/Dmd)	14	206,794	\$26,893.74	\$0.1301	14	201,730	\$25,178.16	\$0.1248	14	226,280	\$26,589.14	2,763,539	\$342,620.49	\$0.1240	14	0.2295%	
Interdepartmental (Street Lights)	6	30,685	\$2,966.95	\$0.0967	6	30,685	\$2,960.04	\$0.0965	6	30,685	\$2,966.21	368,220	\$35,562.79	\$0.0966	6	0.0984%	
Interdepartmental (Traffic Signals)	8	1,349	\$124.75	\$0.0925	8	1,281	\$118.43	\$0.0925	8	1,394	\$128.90	14,625	\$1,352.32	\$0.0925	8	0.1271%	
Generators (JV2 Power Cost Only)	1	13,281	\$1,458.92	\$0.1099	1	11,704	\$1,579.57	\$0.1350	1	14,748	\$884.73	235,866	\$17,058.12	\$0.0723	1	0.0164%	
Generators (JV5 Power Cost Only)	0	0	\$0.00	\$0.0000	0	0	\$0.00	\$0.0000	0	0	\$0.00	0	\$0.00	\$0.0000	0	0.0000%	
Total Interdepartmental	64	291,666	\$36,985.34	\$0.1268	64	280,186	\$34,668.97	\$0.1237	64	303,907	\$34,800.45	4,093,666	\$492,193.44	\$0.1202	64	1.0410%	
SUB-TOTAL CONSUMPTION & DEMAND	6,096	14,474,796	\$1,700,706.34	\$0.1175	6,098	14,208,460	\$1,631,030.81	\$0.1148	6,098	13,213,606	\$1,462,159.65	145,961,271	\$16,825,250.75	\$0.1153	6,085	99.7541%	
Street Lights (In)	13	0	\$13.76	\$0.0000	13	0	\$13.76	\$0.0000	13	0	\$13.76	0	\$165.12	\$0.0000	13	0.2131%	
Street Lights (Out)	2	0	\$1.91	\$0.0000	2	0	\$1.91	\$0.0000	2	0	\$1.91	0	\$22.94	\$0.0000	2	0.0328%	
Total Street Light Only	15	0	\$15.67	\$0.0000	15	0	\$15.67	\$0.0000	15	0	\$15.67	0	\$188.06	\$0.0000	15	0.2459%	
TOTAL CONSUMPTION & DEMAND	6,111	14,474,796	\$1,700,722.01	\$0.1175	6,113	14,208,460	\$1,631,046.48	\$0.1148	6,113	13,213,606	\$1,462,175.32	145,961,271	\$16,825,438.81	\$0.1153	6,100	100.0000%	



City of Napoleon, Ohio

255 West Riverview Avenue, P.O. Box 151

Napoleon, OH 43545

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

www.napoleonohio.com

Memorandum

To: *Lori Siclair, City Manager*
cc: *Mayor and City Council*
From: *Jeff Weis, Superintendent of Water Treatment*
Jeremy Okuley, Superintendent of Wastewater
Date: *November 17, 2025*
Subject: *2026 Chemical Bids*

We are requesting approval of the specifications and to bid out the chemicals for the Water Treatment and Wastewater Treatment Plants FY2026. The chemicals are bid out annually.

JW:JO



SPECIFICATIONS
and
RELATED DOCUMENTS
for
CHEMICALS
for the
WATER TREATMENT
and
WASTEWATER TREATMENT PLANTS
FY 2026
CITY OF NAPOLEON, OHIO

Bid of: _____

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ARTICLE 1. INVITATION TO BID

Sealed bids will be received by the City of Napoleon, Ohio, at the office of the Finance Director at 255 West Riverview Avenue, Napoleon, Henry County, Ohio until **eleven o'clock (11:00 a.m.) Local Time on Wednesday, December 17, 2025**, at which time the bids will be publicly opened and read aloud for furnishing the following described product, supplies, materials, machinery and/or equipment or services:

CHEMICALS
for the
WATER TREATMENT and WASTEWATER TREATMENT PLANTS
FY2026

in accordance with the Plans and Specifications prepared or had prepared by the City of Napoleon, Ohio.

Complete copies of bidding documents may be obtained from the City Building at 255 West Riverview Avenue, P.O. Box 151, Napoleon, Ohio 43545, Monday through Friday from 7:30 AM to 4:00 PM, except on City recognized holidays, Telephone No. (419) 592-4010.

Bids must be submitted on the forms furnished in the bidding documents. If the City determines to award the contract, the City will award based on the lowest and best as determined in the discretion of the City. The City reserves the right to award multiple bids. The City reserves the right to reject any and all bids and to waive any informalities or irregularities therein.

Each bid must be accompanied by bid security made payable to the City of Napoleon, Ohio in an amount of ten percent (10%) of bidder's maximum bid price and in the form of a certified check, cashier's check, irrevocable letter of credit or a bid bond issued by a surety that is acceptable to the City.

By order of the City Council of Napoleon, Ohio.

Resolution No. 043-24

Dated: December 16, 2024

Kevin Garringer, Finance Director
City of Napoleon, Ohio

Date

ARTICLE 2. INSTRUCTIONS TO BIDDERS

2.1. **Defined Terms**

Terms used in these instructions to bidders which are defined herein.

- 2.1.1. "Bidder" means the interested person, business, firm, corporation, partnership or any other combination of persons or entity(s) making a bid.
- 2.1.2. "Successful Bidder" means the lowest and best bidder to whom Vendee (on the basis of Vendee's evaluation) makes an award.
- 2.1.3. The term "Legislative Council" or "Council" is the Council of the City of Napoleon.
- 2.1.4. The term "Vendor" means the person or entity who is to furnish the purchase covered by the plans, specifications, notice to bidders and these instructions.
- 2.1.5. The term "Vendee" is the City of Napoleon, Ohio, a municipal corporation.
- 2.1.6. The term "Finance Director" is the City of Napoleon City Finance Director.
- 2.1.7. The term "City Manager" is the City of Napoleon City Manager.
- 2.1.8. The term "Law Director" is the City of Napoleon Law Director.

2.2. **Complete Competitive Sealed Bid and Authorized Signature**

Bidders must submit a complete, signed competitive sealed bid, which at a minimum should include the bid proposal form, bid security, non-collusion affidavit and when applicable, any additional information and samples or addenda required by the invitation to bid or these instructions to bidders. The bid form is included with the bidding documents; additional copies may be obtained from the Finance Director.

- 2.2.1. All blanks on the bid form must be completed by printing in ink or by typewriter.
- 2.2.2. All names must be typed or printed in ink below the signature.
- 2.2.3. The bid shall contain an acknowledgment of the receipt of all addenda (the numbers of which must be filled in on the bid form).
- 2.2.4. The address, voice telephone and fax (if applicable) numbers for communications regarding the bid must be shown.
- 2.2.5. Additional information as identified on the bid form must be full, complete, and accompany the submission as part of the bid.
- 2.2.6. Bids by corporations must be executed in the corporate name by an authorized officer. The corporate address and the state of incorporation must be shown below the signature. Particular attention is called to the statutory requirements

of the laws of Ohio relative to the licensing of corporations organized under the laws of another state.

- 2.2.7. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

2.3. When, Where and How Bids May be Delivered

Bids must be delivered to the City of Napoleon, Ohio, 255 W. Riverview, P.O. Box 151, Napoleon, Ohio 43545 to the attention of the City Finance Director and received no later than the time expressed in the invitation (notice) to bidders. Vendee receives bids during the hours of 7:30 AM through 4:00 PM, Monday through Friday, except City recognized legal holidays. The bid shall be enclosed in a sealed opaque envelope, marked with the project title and number, and name and address of the bidder, and accompanied by the bid security and other required documents. If the bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it. Faxed bids will not be accepted. Vendee does not accept bids with insufficient postage or collect on delivery. A bid that is not properly and clearly marked and is inadvertently opened before the scheduled bid opening time will not be evaluated for contract award. Complete sets of bidding documents must be used in preparing bids.

2.4. Bids are Public Records

Interested bidders may attend the opening of the bids. After bids are opened, they are available for public review.

2.5. Interpretations of Bid Specifications

Bidder May Request Clarification. All questions about the meaning or intent of the bidding documents are to be directed to Vendee, by contacting the Water Treatment Superintendent at (419) 592-8811 or by letter at P.O. Box 151 Napoleon, Ohio 43545. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Bidders should make their requests for clarification a minimum of five (5) working days before the date of bid opening.

Vendee Modifications through Written Addenda. Addenda may also be issued to modify the bidding documents as deemed advisable by Vendee.

Damages Arising from Bid Specifications. A bidder may not be compensated for damages arising from inaccurate or incomplete information in the invitation to bid specifications or from inaccurate assumptions based upon the specifications. Neither Vendee nor any agents thereof assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding documents.

2.6. Award of Contract/Lowest and Best

The award of the contract, if it is to be awarded, will be to the lowest and best bidder, as to each chemical and may award one (1) or more chemicals to such bidder, whose qualifications indicate the award will be in the best interest of the Vendee and whose

proposal complies with all the prescribed requirements. No notice of award will be given until the Vendee has concluded such investigations as it deems necessary to establish the responsibility, qualifications, and financial ability of the bidders, suppliers, and other persons and organizations to do the delivery of product, supplies, materials, machinery and/or equipment or services in accordance with the contract documents to the satisfaction of the Vendee within the time prescribed. The criteria mentioned in these bid documents as well as any specific criteria found in the "Invitation to Bid" will be considered in awarding this bid to the lowest and best bidder. The Vendee reserves the right to reject the bid of any bidder who does not pass such investigation to the Vendee's satisfaction. In analyzing bids, the Vendee may take into consideration alternates and unit prices if requested by the bid forms; further, Vendee reserves the right to accept substitute items listed in the specifications for those of equal or greater value; to vary from the specification so long as the variance is not substantial and does not substantially affect the bid price; to award multiple awards when unit bids are requested for product, material, machinery and/or equipment or service and when deemed by Vendee to be in the best interest of the Vendee; to not award any bid and/or to proceed with making any purchase in accordance with Section 125.04 of the Ohio Revised Code, Ordinance No. 63-88 and/or Ordinance 68-99, or later amendment thereto; to reject any and all bids and to waive any and all irregularities and informalities therein; and, to exercise its sole and absolute discretion in determining the lowest and best bidder.

Vendee shall not be obligated to proceed with any project, in full or in part, or with the purchase of product, supply, material, machinery and/or equipment, in full or in part, in the event that any bid is rejected, or any contract is not awarded. In considering the lowest and best bids, one (1) consideration, among others, in considering best bidder will be the delivery time of the product, supplies, materials, machinery and/or equipment or services.

If the contract is awarded, the Vendee will give the successful bidder a Notice of Award within sixty (60) days after the opening of bids.

2.7. Qualifications of Bidders

To demonstrate qualifications to deliver the product, supplies, materials, machinery and/or equipment or services, each bidder must be prepared to submit within five (5) days after bid opening, upon Vendee's request, detailed written evidence such as financial data, insurance data, previous experience, present commitments, conduct and performance on previous contracts, management skills, bidder's ability to execute the contract properly, including evidence by a corporate resolution when applicable, and other such data, all of which will be considered as to awarding the contract to the lowest and best bidder. Each bid must contain complete documentation as listed on the bid form.

- 2.7.1. A Corporate Resolution shall be submitted, upon request, when the bid was submitted by a corporation authorizing the contract and authorizing the signature of the executing officer. The corporate seal must be affixed and attested by the Secretary or an Assistant Secretary; and,

- 2.7.2. Evidence of authority to conduct business as an out-of-state corporation in the state where the purchase is delivered, or the service is to be performed shall be provided.

2.8. Tied Bids

If two (2) or more bidders offer the same cost and both are determined to be lowest and best, Vendee may break the tie with a flip of a coin. Vendee may assign "heads" and "tails" to the bidders. The coin flip may be conducted in the presence of the bidders, if they elect to be present, and is the final determination of the lowest and best bidder.

2.9. Rejected Bids

Vendee may reject any bid, in whole or in part, if any of the following circumstances are true:

- 2.9.1. Bids offer product, supplies, materials, machinery and/or equipment or services that are not in compliance with the requirements, specifications, terms or conditions in the invitation to bid.
- 2.9.2. The cost of the lowest and best bid is excessive in comparison with market conditions or with the purchasing Vendee's available funds, or
- 2.9.3. Vendee determines that awarding any item is not in the best interest of the City of Napoleon, Ohio.
- 2.9.4. Vendee can make the purchase at a lower or equal price through the State's cooperative purchasing agreement, so long as done in conformance with law.

2.10. Modification and Withdrawal of Bids

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted at any time prior to the opening of bids.

2.11. Withdrawal of Bids Due to Mistake

Except as otherwise herein provided, if within two (2) business days after bids are opened, any bidder files a duly signed, written notice with Vendee and promptly thereafter demonstrates to the reasonable satisfaction of the Vendee that there was a clerical mistake, as opposed to a judgment mistake, in the preparation of this bid that bidder may withdraw its bid and the bid security will be returned. Thereafter, that bidder will be disqualified from further bidding on the product, supplies, materials, machinery and/or equipment or services to be provided under the contract documents. Withdrawal procedure shall be in accordance with ORC 9.31.

2.12. Correction of Bids Before Opening

If a bidder withdraws its bid and resubmits it with revisions, the revisions should be clearly identified and signed or initialed by the bidder. The omission of a bidder's signature or initials to a modification may result in the bid being determined to be not responsive.

2.13. Correction of Bids After Opening

Vendee may permit a bidder alleging an inadvertent error to correct its bid, after opening, only if the mistake and the correction are clearly evident from the bid and correction does not otherwise give the bidder an unfair competitive advantage.

2.14. Requests for Revisions or Additions to the Contract

Bidders are required to comply with all the terms and conditions of the invitation to bid, whether the bidder had actual knowledge of the terms and conditions of the invitation to bid and regardless of any statement or omission in the bid that might indicate a bidder's contrary intention. Vendee will not agree to any additional inconsistent terms or conditions proposed by the bidder. The terms and conditions of the invitation to bid prevail over any inconsistent or additional terms or conditions of the bid.

2.15. Bids Remain Subject to Acceptance

All bids will remain subject to acceptance for sixty (60) days after the date of the bid opening, but Vendee may, in its sole discretion, release any bid and return the bid security prior to that date. Once opened all bids are irrevocable for sixty (60) days.

2.16. Samples

Vendee may require bidders, by invitation to bid or by request during evaluation, to provide sample supplies or equipment or examples of work, at the bidder's expense. Samples must clearly identify the bidder, the bid number, and the item the sample represents in the bid. Vendee will return samples that are not destroyed by testing, at the bidder's expense, upon the bidder's timely request. Vendee may keep the samples of the bidder awarded the contract until the completion of the contract. Unsolicited samples submitted in response to this invitation to bid will not be evaluated and Vendee may dispose of them in any way. All samples of value in excess of \$500.00 will be returned to bidder at bidder's expense.

2.17. Examination of Contract Documents and Site

It is the responsibility of each bidder before submitting a bid to do all the following:

- 2.17.1. To examine the contract documents thoroughly;
- 2.17.2. To become familiar with local conditions that may affect cost, progress, performance or furnishing of the product, supplies, materials, machinery and/or equipment or services;
- 2.17.3. To consider federal, state and local laws and regulations that may affect cost, progress, performance or furnishing of the product, supplies, materials, machinery and/or equipment or services;
- 2.17.4. To study and carefully correlate bidder's observations with the contract documents;
- 2.17.5. To notify Vendee of any and all conflicts, errors, or discrepancies in the contract documents at least five (5) days prior to the due date of the bids; and,

- 2.17.6. The submission of a bid will constitute an incontrovertible representation by bidder that bidder has complied with every requirement of this provision, that without exception the bid is premised upon performing and furnishing the product, supplies, materials, machinery and/or equipment or services required by the contract documents and applying the specific means, methods, techniques, sequences or procedures of delivery (if any) that may be shown or indicated or expressly required by the contract documents; that bidder has given Vendee written notice of all conflicts, errors, ambiguities and discrepancies that bidder has discovered in the contract documents and the written resolutions hereof by Vendee is acceptable to bidder; and that the contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the product, supplies, materials, machinery and/or equipment or services.

2.18. Bid Security

Each bid must be accompanied by bid security made payable to Vendee in an amount of ten percent (10%) of bidder's maximum bid price and in the form of a certified or cashier's check, irrevocable letter of credit or a bid bond issued by a surety that is acceptable to Vendee.

The bid security of the successful bidder will be retained until such bidder has executed the agreement, furnished the required contract security and met the other conditions of the notice of award, whereupon the bid security will be returned. If the successful bidder fails to execute and deliver the agreement and furnish the required contract security within fifteen (15) days after the notice of award, Vendee may annul the notice of award and the bid security of that bidder will be forfeited. The bid security of other bidders whom Vendee believes to have a reasonable chance of receiving the award may be retained by Vendee until the earlier of the seventh (7th) day after effective date of the agreement or the sixty-first (61st) day after the bid opening, whereupon bid security furnished by such bidders will be returned. Bid security with bids that are not competitive will be returned within seven (7) days after the bid opening.

2.19. Opening of Bids

Bids will be opened and (unless obviously non-responsive) read aloud publicly at the place where bids are to be submitted. An abstract of the amounts of the base bids and major alternates (if any) will be made available to bidders after the opening of bids.

2.20. Contesting Rejection or Award of Bid

Any contesting regarding an award of bid must be submitted in conformance with Section §106.05 of the Codified Ordinances of the City of Napoleon, Ohio within ten (10) business days from the date an award is made by City Council. Notice must be filed in a timely manner with the City Finance Director. Failure to contest in a timely fashion is considered a waiver thereof.

2.21. Contract Security

Any Contract for product, supply, material, machinery and/or equipment shall have performance secured by a Certified Check, Cashier's Check, Irrevocable Letter of Credit, or Performance Bond, as approved to form by the City Law Director, in an amount of ten percent (10%) of the total contract price, except that any Contract for services shall be secured for the full Contract Price, no ten percent (10%) permitted. Any reference in a performance bond to material or labor shall also mean product, supply, material, machinery and/or equipment and services.

2.22. Signing of Agreement

When Vendee gives a notice of award to the successful bidder, it will be accompanied by the required number of unsigned counterparts of the agreement with all the other written contract documents attached. Within fifteen (15) days thereafter Vendor shall sign and deliver the required number of counterparts of the agreement and attached documents to Vendee with the required bonds and corporate resolution, if applicable. Within fifteen (15) days thereafter, Vendee shall deliver one (1) fully signed counterpart to Vendor.

2.23. Sales and Use Tax

Vendee is exempt from Ohio State Sales and Use Taxes on product, supplies, materials, machinery, equipment or services. Said taxes shall not be included in the contract price.

2.24. Supplementary/Special Conditions/Specifications

Vendor shall be responsible for reading any and all special conditions, supplemental conditions and specifications as made part of the agreement. (NOTE: If any supplementary condition, special condition or specification is included in the bid documents, said supplementary condition, special condition or specification shall take preference over any other term or condition in this agreement in the following order: supplementary condition, special condition then specification.

2.25. Miscellaneous Instructions to Bidders

- 2.25.1. Two (2) considerations, among others, in considering best bidder will be the delivery time of the product and deposit rate.
- 2.25.2. The bidder shall provide a toll-free or collect-call telephone number for the ordering of chemicals.
- 2.25.3. The bidder shall make himself acquainted with the unloading equipment and the methods that are used at the Water and Wastewater Plants.
- 2.25.4. All prices quoted shall be firm for the calendar year.
- 2.25.5. A typical analysis and a Material Safety Data Sheet for each chemical, to be supplied by the bidder, shall be included in these bids.
- 2.25.6. All prices quoted on bulk chemicals shall include bin or storage tank delivery. Unloading will be affected in the shortest time possible and there will be no extra payment for delays in unloading.

- 2.25.7. All chemicals that are to be delivered must meet the ANSI-NSF Standard 60 and suppliers must have NSF certification. Proof of NSF certification for each chemical bid must accompany bid.

ALL CHEMICALS MUST BE MADE IN THE USA.

- 2.25.8. Bid shall be submitted on forms supplied by the City of Napoleon. Each bid must be marked: "BID FOR CHEMICALS – FY 2026".
- 2.25.9. Bidder agrees to execute the Political Disclosure form upon award of any contract if the amount of award is \$10,000.00 or more.

ARTICLE 3. AGREEMENT BETWEEN VENDEE AND VENDOR

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2026 by and between **the City of Napoleon, Ohio**, (hereinafter referred to as Vendee) and _____ (hereinafter called Vendor). Vendee and Vendor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

3.1. Contract Components; Entirely; Changes; Interpretation.

Contract Components. If this contract is a result of a competitive bid, then this Contract consists of the terms and conditions of this document, the complete invitation to bid, including the instruction to bidders, the bid specifications, any written amendments to the invitation to bid or the contract documents, any supplemental or special conditions, the Delinquent Personal Property Tax Affidavit, the Non-Collusion Affidavit, the completed competitive sealed bid, including proper modifications and, clarifications and samples ("Contract"); however, if this Contract is a result of means other than competitive bid, then this Contract shall consist only of the terms and conditions of this document, the specifications, supplementary and special conditions and, any written amendments to the contract documents ("Contract").

Entire Agreement; Parties to the Contract. This Contract is the entire agreement between the Vendor and the Vendee.

Contract Changes; Waiver. Changes or modification to this Contract must be made in writing and signed by both parties. If a party to this Contract does not demand strict performance of any term of this Contract, the party has not waived or been relinquished of any of its rights; the party may at any later time demand strict and complete performance of the term.

Headings. The headings used throughout this Contract are for convenience only; they are not to be used to interpret the terms or conditions of this Contract.

Compensation. In consideration for Vendor's performance, Vendee will pay Vendor the below delivery price for the product, supplies, materials, machinery and/or equipment or services that is the subject of this Contract, subject to adjustment by any approved change orders as may be issued during the performance of the contract. Payments may be made by the Vendee's Finance Director by warrant or by electronic fund transfer. Price includes any and all delivery costs.

3.1.1. ALUMINUM CHLOROHYDRATE: 56,000 gallons, more or less
\$_____ per Gallon

3.1.2. LIQUID ALUMINUM SULFATE: 60,000 gallons, more or less.
\$_____per Gallon

Payment Due Date. Vendee must make payment under this Contract no later than the thirtieth (30th) calendar day from the day it receives an invoice that conforms to Vendee current policy, for the supplies or services it has accepted.

Interest on Overdue Payments. Vendee will determine and pay interest for overdue payments on proper invoices in accordance with law or its policy and procedures, whichever is deemed appropriate by the Vendee Finance Director.

Taxes. Vendee is exempt from all federal, state and local taxes. Vendee will not pay any taxes on supplies or services purchased from Vendor, unless the Special Contact Terms and Conditions specifications specifically state otherwise.

3.2. Time of Performance

Term of Contact. This Contract is effective upon the signature of Vendee's City Manager. This Contract will remain in effect until the Contract is fully performed by both parties or until it terminates in accordance with law, or until it is canceled or terminated in accordance with this Article 3.2, Article 3.4 or Article 3.5 of this Contract, whichever occurs first. **This Contract shall Expire on January 31, 2027.**

CONTRACT LIMITATIONS

3.2.1. Applicable Law. Any contract limitation provided for in law applicable to Vendee shall control where it has the authority to supersede state law.

3.2.2. Appropriation of Funds. Vendee's funds are contingent upon the availability of lawful appropriations by the legislative council of Vendee. If the legislative council fails at any time to continue funding for the payments or any other obligations due by the Vendee under this Contract, the Vendee will be released from its obligations on the date funding expires, except for payment of product, supplies, materials, machinery and/or equipment or services already rendered.

3.2.3. Certification of Funds/Attorney Approval. This Contract is not valid unless and until the Vendee's Finance Director certifies the funds and the contract is approved as to form and correctness by the Vendee's Law Director.

3.3. Delivery

F.O.B. The Place of Destination. Vendor must provide product, supplies, materials, machinery and/or equipment under this contract F.O.B. the place of destination. The place of delivery will be specified by the Vendee on the Vendee's purchase order or other ordering document, unless otherwise specified in the specifications, or other contract documents.

Time of Delivery. If Vendor is not able to deliver the product, supplies, materials, machinery and/or equipment or services on the date and time specified by the Vendee on the Vendee's ordering document, specifications or other contract documents, Vendor must coordinate an acceptable date and time for delivery with the Vendee. If Vendor is not able to or does not provide the product, supplies, materials, machinery and/or equipment or services to Vendee by the date and time provided on the Vendees documents or by the date and time later agreed upon, the Vendee may obtain any remedy under Article 3.4 of this Contract or any other remedy at law.

3.4. Contract Cancellation; Termination; Remedies.

Contract Cancellation. If Vendor fails to perform any one of its obligations under this Contract it will be in default and Vendee may cancel this Contract, in accordance with this section. The cancellation will be effective when Vendee sends it.

3.4.1. Contract Performance Substantial Endangered. If Vendor's default is so substantial that it may not be able to be cured within a reasonable time or if Vendee determines that the performance of the Contract is substantially endangered through no fault of the Vendee, Vendee may cancel this contract by written notice to Vendor.

3.4.2. Cancellation for Unremedied Default. If Vendor's default may be cured within a reasonable time, Vendee will provide written notice to Vendor specifying the default and the time within which Vendor must correct the default. If Vendor fails to cure its default within the time required by Vendee, Vendee may cancel this contract by written notice to Vendor. If Vendee does not give timely notice of a default to Vendor, Vendee has not waived any of the Vendee's rights or remedies concerning the default.

3.4.3. Cancellation for Persistent Default. Vendee may cancel this Contract by written notice to Vendor for defaults that are cured but are persistent. "Persistent" means three (3) or more defaults. After Vendee has noticed Vendor of its third (3rd) default, Vendee may cancel this Contract without providing Vendor with an opportunity to cure, if Vendor defaults for a fourth (4th) time. The four (4) defaults are not required to be related in any way.

3.4.4. Cancellation for Financial Instability. Vendee may cancel this contract by written notice to Vendor if a petition in bankruptcy or similar proceeding has been filed by or against the Vendor.

3.4.5. Cancellation for Delinquency; Violation of Law. Vendee may cancel this Contract by written notice, if it determines that Vendor is delinquent in its payment of federal, state or local taxes, workers compensation, insurance premiums, unemployment compensation contributions, child support, court costs, or any other obligation owed to a state agency or political subdivision. However, Vendee may not cancel this Contract if Vendor has entered into a repayment agreement with which Vendor is current. Vendee also may cancel this Contract, if it determines that Vendor has violated any law during the performance of this Contract.

3.5. Contract Termination

Vendee may terminate this contract for convenience with thirty (30) days written notice to Vendor.

3.6. Remedies for Default.

3.6.1. Actual Damages. Vendor is liable to the Vendee for all actual and direct damages caused by Vendor's default. The Vendee may buy substitute product,

supplies, materials, machinery and/or equipment or services from a third (3rd) party, for those that were to be provided by Vendor. The Vendee may recover the costs associated with acquiring substitute product, supplies, materials, machinery and/or equipment or services, less any expenses or costs saved by Vendor's default, from Vendor.

3.6.2. Liquidated Damages. If actual and direct damages are uncertain or difficult to determined, the Vendee may recover liquidated damages in the amount of one percent (1%) of the value of the order, or Fifty Dollars (\$50.00) per day, whichever is less, for every day the default is not cured by Vendor or by substitute performance.

3.6.3. Deduction of Damages from Contract Price. The Vendee may deduct all or any part of the damages resulting from Vendor's default from any part of the price still due on the Contract, with Vendee's prior written notice to Vendor.

3.7. Force Majeure.

If the Vendee or Vendor is unable to perform any part of its obligations under this Contract by reason of force majeure, the party will be excused from its obligations, to the extent that its performance is prevented by force majeure, for the duration of the event. The party must remedy with all reasonable dispatch the cause preventing it from carrying out its obligations under this contract. The term "force majeure" means without limitation: acts of God, such as epidemics; lightning; earthquakes, fires; storms; hurricanes; tornadoes; floods; washouts; droughts; and other severe weather; explosions; arrests; restraint of government and people; war; strikes; and other like events; or any other cause that could not be reasonably foreseen in the exercise of ordinary care, and that is beyond control of the party.

3.8. Delegation of Duty and Assignment of Rights.

3.8.1. Vendee Consent to Delegate. Vendor may not delegate any of its duties under this Contract unless Vendee consents to the delegation in writing. Vendee consent to the delegation is not Vendee's agreement to release Vendor from its duties under this Contract.

3.8.2. Vendee Consent to Assign. Vendor may not assign any of its rights under this Contract unless Vendee consents to the assignment in writing. Any purported assignment made without Vendee's written consent is void. Vendee may assert against an assignee any claim or defense Vendee may have against the assignor.

3.8.3. Antitrust Assignment to Vendee. Vendor assigns to Vendee all of its rights to any claims and causes of action the Vendor now has or may acquire under state or federal antitrust laws if the claims or causes of action relate to the product, supplies, materials, machinery and/or equipment or services provided under this Contract. Additionally, the Vendee will not pay excess charges resulting from antitrust violations by Vendor's suppliers and subcontractors.

3.9. Requirements Contract.

The quantity of product, supplies, materials, machinery and/or equipment or services to be provided under this Contract is the quantity determined by the actual, good faith, requirements of the Vendee. Vendee may purchase product, supplies, materials, machinery and/or equipment or services identical to those provided under this Contract from a supplier other than Vendor, if one (1) of the following conditions apply:

- 3.9.1. Large Quantities. The product, supplies, materials, machinery and/or equipment or services to be purchased were not anticipated by Vendee at the time this Contract was let and the product, supplies, materials, machinery and/or equipment or services are required in a large quantity.
- 3.9.2. Unique or Unusual Nature. The product, supplies, materials, machinery and/or equipment or services to be purchased are unique or unusual from the supplies or services provided under this Contract.
- 3.9.3. Emergency Purchase. Vendee requires the product, supplies, materials, machinery and/or equipment or services to remedy an emergency and Vendor is not able to provide product, supplies, materials, machinery and/or equipment or services, as the emergency requires.
- 3.9.4. Other Cause. Any other cause as required by law, policy or as determined in the sole discretion of Vendee's City Manager or the quantity of this Contract is quantity specific. Chemicals are not made in the USA.

3.10. Sub-contracting.

Vendor must identify its subcontractors, suppliers and joint venturers for the performance of this Contract. Vendor must supplement its lists of sub-contractors suppliers or joint venturers, if Vendor's subcontractors, suppliers or joint venturers change during the term of this Contract.

3.11. Price Adjustments.

- 3.11.1. Price Increases. If the Special Contract Terms and Conditions provide for a price increase, Vendor may request a price increase in accordance with the Special Contract Terms and Conditions.
- 3.11.2. Price Decreases. If Vendor experiences a decrease in its cost to provide the product, supplies, materials, machinery and/or equipment or services to Vendee, Vendor may provide a price decrease to the Vendee.

3.12. Security

A Certified Check, Cashier's Check, Irrevocable Letter of Credit or Performance Bond that is approved by the Vendee's Law Director, written to the City of Napoleon in the amount of ten percent (10%) shall be deposited as security to assure performance of this Agreement when the Contract is for delivery of product, supply, material, machinery and/or equipment; however, when the Contract is for services, then the

security amount shall be in like form for the full Contract price, no ten percent (10%) permitted. Such security shall be forfeited for failing to fully or partially perform. Any check posted as a Bid Bond may be considered by the Vendee as Security for Performance of this Agreement. This Article 3.12 may be waived in writing by Vendee's City Manager when no competitive bid is involved.

3.13. Miscellaneous Terms

3.13.1. Assignment. No assignment by a party hereto of any rights or interests in the contract documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the contract documents.

3.13.2. Binding Parties. Vendee and Vendor each binds itself, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the contract documents.

3.13.3. Equal Employment Opportunity. The Vendor, in the hiring of employees for the performance of work under this contract or any person acting on the Vendor's or any of its subcontractors' behalf, by reason of race, color, creed, religion, sex, disability or military status as defined in Section 4112.01 and 4112.02 of the Revised Code, shall not discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates; further, the Vendor or any of its subcontractors, or any person on a Vendor's or subcontractors' behalf, in any manner, shall not discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, color, creed, religion, sex, disability or military status as defined in Section 4112.01 and 4112.02 of the Revised Code; finally, Vendor in its business or its subcontractor or person working on the Vendor's or its subcontractors' behalf, shall not discriminate against persons by reason of cultural, racial, or ethnic background, or other similar cause, including, but not limited to, race, color, religion, sex, disability or military status as defined in Section 4112.01 and 4112.02 of the Revised Code, national origin, or ancestry.

3.13.4. Forfeiture for EEO Violation. Notwithstanding any other provision of this contract regarding termination or penalty, there shall be deducted from the amount payable to the Vendor under this contract, a forfeiture of twenty-five dollars (\$25.00) for each person who is discriminated against or intimidated in violation of this contract; moreover, the contract shall be canceled or terminated by the Vendee, and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this equal employment opportunity section of this contract.

- 3.13.5. The Vendor, in the hiring of employees for the performance of work under this contract or any person acting on the Vendor's or any of its subcontractor's behalf, by reason of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color, shall not discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates; further, the Vendor or any of its subcontractor's, or any person on a Vendor's or subcontractor's behalf, in any manner, shall not discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color; finally, Vendor in its business or its subcontractor or person working on the Vendor's or its subcontractor's behalf, shall not discriminate against persons by reason of cultural, racial, or ethnic background, or other similar cause, including, but not limited to, race, religion, sex, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry.
- 3.13.6. Drug Free Workplace. Vendor must comply with all applicable state and federal laws regarding a drug free workplace. Vendor must exert good faith efforts to ensure that its employees do not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs, in any way, while working on Vendee's property.
- 3.13.7. Survivorship. In addition to the section titled "Remedies for Default" (Article 3.6), of this Contract, the below provisions contained in this Article entitled: Indemnification, Confidentiality, Publicity, Governing Law/Severability, Construction, and No Waiver shall survive expiration of this contract.
- 3.13.8. Indemnification. Vendor will indemnify and hold harmless Vendee, including its public officials, officers, and employees for any and all claims, damages, lawsuits, costs, judgments, expenses, and any other liabilities that may arise out of or are related to Vendor's, including Vendor's employees and agents, performance under this Contract.
- 3.13.9. Confidentiality. Vendor may learn of information, documents, data, records, or other material that is confidential in the performance of this Contract. Vendor may not disclose any information obtained by it as a result of the Contract, without written permission from Vendee. Vendor must assume that all Vendee information, documents, data, records or other material is confidential.
- 3.13.10. Publicity. Vendor may not use or refer to this Contract to promote or solicit Vendor's or subcontractor's supplies or services. Vendor and its subcontractors may not disseminate information regarding this Contract, unless agreed to in writing by Vendee.

- 3.13.11. Governing Law; Severability. The laws of the State of Ohio govern this Contract, and venue for any dispute will be exclusively with the appropriate court in Henry County, Ohio. If any provision of the Contract or application of any provision is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of the Contract will remain in full force and effect to the extent that the remaining provisions continue to make sense.
- 3.13.12. Construction. This Contract will be construed in accordance with the plain meaning of its language and neither for nor against the drafting party.
- 3.13.13. No Waiver. No failures by Vendee to insist upon strict performance by Vendor of any provision of this agreement or to exercise any right or remedy consequent upon a violation of this agreement shall constitute a waiver of any such provision, right, remedy or violation. No waiver of any violation shall affect or amend this agreement, but every agreement, term and condition of this agreement shall continue in full force and effect with respect to any other existing or subsequent violation.

IN WITNESS WHEREOF, Vendee and Vendor have signed this agreement in duplicate. One (1) counterpart of each has been delivered to Vendor, and Finance Director. All portions of the contract documents have been signed or identified by Vendee and Vendor.

This agreement will be effective on _____, 2026

VENDEE: City of Napoleon, Ohio

By _____
Lori L. Siclair - City Manager

Attest:

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

Kevin L. Garringer - Finance Director

ADDRESS FOR GIVING NOTICES:
P.O. Box 151, 255 West Riverview Avenue
Napoleon, Ohio, 43545

PROJECT: *Chemicals for the Water Treatment and Wastewater Treatment Plants FY2026*

VENDOR: _____
(Typed Company Name)

By _____

(Typed Name of Person Signing & Capacity)

**Contract & Associated Bonds
Approved as to Form and Correctness Thereof:**

Billy D. Harmon, City Law Director

ARTICLE 4. SPECIFICATIONS

1. All Liquid Chemicals purchased in bulk shall be delivered in pneumatic bulk trucks capable of delivering directly into plant storage tanks.
2. All Liquid Chemicals purchased in totes shall be delivered with capability to be pumped off directly into plant storage tanks.
- 3.1 **ALUMINUM CHLOROHYDRATE: 56,000 gallons, more or less.**

The liquid ACH will be used in the coagulation process of raw water and the amount used will be based on the raw water quality and varies from year to year. The entire amount of the solution shall meet the latest standards of the National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 60 and meet the American Water Works Association (AWWA) Standard # AWWA – B-408-10 except as specified herein. Shipments shall be made by bulk carrier in quantities of 3,500 gallons to 4,500 gallons and be able to be transfer material directly into bulk storage tanks. The product shipping weight should be verified by certified scales and noted on delivery ticket.

Liquid Aluminum Chlorohydrate (ACH) solutions are clear amber to colorless, and are free of any visible foreign matter or settlement. This liquid aluminum chlorohydrate supplied shall contain no soluble mineral or organic substances in quantities capable of producing delirious effects upon the health of those consuming the water or otherwise render the water unfit for the public use when it is treated properly with the aluminum chlorohydrate (ACH).

Physical and Chemical Properties:

Physical State Liquid

Appearance	Colorless
pH	2.5-4.4
Freezing Point	-4 degrees C (25 degrees F)
Specific Gravity	1.30-1.36
Solubility	100%

SPECIFICATIONS:

% Al ₂ O ₃	23.5 ± 0.5
% Al	12.5 ± 0.3
% Basicity	83.3 ± 0.8
% Chloride	8.2 ± 0.6

Jar Testing:

The successful bidder shall be required to perform a series of jar tests at the City of Napoleons Water Treatment Facility demonstrating the product performs as expected on the City of Napoleon's raw water in the presence of the Superintendent and/or his representative to demonstrate the performance of the said product.

The supplier may also be asked to furnish the City of Napoleon with at least two ounces of the product being used for jar tests for water quality verifications.

Information needed prior to Awarding the Bid:

The successful bidder shall furnish a complete chemical analysis of the chemical supplied along with the product Data Sheet, MSDS sheet and a list of water plants that use the supplied chemical along with their current contact name and phone number.

3.2 **LIQUID ALUMINUM SULFATE: 60,000 gallons, more or less.**

The Liquid Aluminum Sulfate shall comply with ANSI/AWWA specifications B403-98. The Liquid Aluminum Sulfate supplied under this bid must be made from Alumina Trihydrate, be of suitable quality and an affidavit attesting to the use of Alumina Trihydrate as the raw product in making the Aluminum Sulfate, must accompany the bid. Water insoluble matter shall not exceed 0.2% and the total water-soluble iron (expressed as Fe₂O₃) shall be no more than 0.35% in the Liquid Aluminum Sulfate. The Liquid Aluminum Sulfate shall be shipped in a rubber lined truck. Purchases will be made in lots of 4,500 gallons of not less than 8.3% A1203.

Certification of weight of the material delivered and certification of Aluminum Oxide content shall be provided with each load. The supplier shall provide pumps for pumping the solution to the Treatment Plant's storage tanks. The storage tank is a 10,000-gallon tank at the Wastewater Treatment Plant. Delivery shall be made to the Wastewater Treatment Plant.

Safety Training: The successful Bidder will be required to provide safety training sessions complying with the needs of the city as specified in the section.

Scope of Safety Training: Specific areas of training that are required to be addressed are: physical and health hazards, emergency procedures, safe work practices, proper disposal, handling-unloading procedures, MSDS explanation, and labeling requirements. All training must meet or exceed O.S.H.A. Hazard Communication 29CFR 1910.1200 paragraph (h).

Instructor: A qualified instructor with hands-on experience of specified chemical's usage in water and/or wastewater applications shall perform All training. Supplier is required to submit to the City documentation of all proposed instructors' credentials, including instructors experience and references, for approval by the City.

Session Plans: The Supplier shall also submit to the Division of Water Safety and Training Section, a session plan including but not limited to specific instructional objectives, training material pamphlet(s), audio visual needs required, hands –on training (if applicable), and question and answer period. These plans shall also be submitted to, and approved by, the Ohio EPA for Contact Hours as specified by the Ohio Administrative Code No. 3745-07-15 (12 February 2001) Expiration and renewal of operator certification.

Scheduling: One training session is to be given at each facility listed under “Delivery Address” (5.2.5) at a date coordinated by the Division of Water Safety and Training Section. In addition, the City requires that an additional training session be provided every 90 days through the duration of contract at one central location to be determined by the City. The City reserves the right to waive this requirement based solely upon the needs of the City.

Cancellation: Supplier must give 72 hours' notice of cancellation of a scheduled session to avoid potential back charges by the City. If an approved instructor is not present at a scheduled session, there shall be no session and the supplier may be back charged for any costs incurred by the City. It is recommended that if all possible, suppliers submit credentials for more than one instructor to avoid cancellation of a session due to instructor's personal emergency or illness.

DELIVERY. Delivery of the product, supplies, materials, machinery and/or equipment or services shall be to the City of Napoleon, Ohio, **Water Treatment Plant** at 527 Welsted Street; or to the **Wastewater Treatment Plant** at 735 East Washington Street, Napoleon, Ohio 43545 unless otherwise specified in the bid specifications at no extra charge.

~ **ALL CHEMICALS MUST BE MADE IN THE USA** ~

Vendee will take delivery in installments on an "as needed" basis. Vendor will promptly deliver the product at no extra charge within ten (10) working days from date of notification of Vendee. Time is of the essence.

INSURANCE. The Vendor shall not commence work under the contract prior to obtaining all the insurance required hereunder and obtaining the Authorized Representative's approval of such insurance, nor shall the Vendor allow any Subcontractor to commence work on any subcontract until all similar insurance required of the Subcontractor has been so obtained and approved. Approval of the insurance by the City shall not relieve or decrease the liability of the Vendor hereunder.

VENDOR'S LIABILITY INSURANCE. The Vendor is required to carry Commercial General Liability, Automobile Liability, Workers' Compensation and Employer's Liability insurance.

GENERAL INSURANCE PROVISIONS. Policies for insurance described above shall contain the following special provisions: The insurance company agrees that thirty (30) days prior to cancellation or reduction of the insurance afforded by the policy, written notice shall be mailed to the Vendee.

The maintenance of the insurance as described herein shall not constitute a waiver of the Vendor's liability for damage to any adjoining building or its contents or the work and property of others on the site in excess of the limits of such insurance. The Vendor shall hold the Vendee free and harmless from any injury, including death, and any damage resulting from the negligent or faulty performance or omission of or from the contract by the Vendor or any Subcontractors with whom the Vendor has entered into a contract.

The Vendor shall hold the Vendee harmless from all payments for patents, either as royalty or otherwise, in the use of materials, methods, appliances, etc., that may be in any way involved in or connected with any part of the Work or the Work of any Subcontractors with whom the Vendor has entered into a contract.

INSURANCE RATING. All insurance shall have a Best's rating of A- or higher and VI or higher plus approved in Ohio. Cross liability shall not be restricted.

INSURANCE SURVIVORSHIP INCORPORATION. Any Insurance provision or Indemnification provision contained in these specifications shall be incorporated into the survivorship provision of this Contract by reference.

INCOME TAX. The Vendor shall withhold all city income tax assessments due or payable under the provisions of the City Code for wages, salaries and commissions paid to its employees for services performed under this contract, and the Vendor shall require any of its subcontractors to agree to withhold any such city income tax assessments due under said City Code.

ARTICLE 5. CERTIFIED COPY OF CORPORATE RESOLUTION

(Name of Company)

I hereby certify that I am duly elected and acting Secretary of the above named company, a corporation duly organized and existing under the laws of the State of _____ that on _____ day of _____, _____ the board of said corporation authorized and approved a certain bid proposal to the City of Napoleon for the delivery of certain product, supplies, materials, machinery and/or equipment or services by said corporation and any contract resulting therefrom and empowered the _____ (insert title of officer) of said corporation to execute said captioned proposal and contract with the City of Napoleon, Ohio, and in behalf of said corporation; that said authority is not contrary to any provision in the Articles of Incorporation or code of regulations or code of bylaws of said corporation; that said authority has not been rescinded or modified; and that _____ (Name of Officer) is duly elected and acting in the above official capacity of said corporation.

In Witness Whereof, I have hereunto subscribed my name on _____
20____.

(Corporate Seal)

Secretary

ARTICLE 6. PERFORMANCE BOND

STATE OF _____ }

COUNTY OF _____ } ss;

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____

_____ as principal and _____

_____ as Surety, are

held and firmly bound unto THE CITY OF NAPOLEON, OHIO in the penal sum of

_____ Dollars (\$ _____) for the payment of which well

and truly to be made, we bind ourselves, our heirs, administrators, successors and assigns.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH that, whereas the above named principal did on or about the _____ day of _____ 20__ enter into a contract with said City to provide the following product, supplies, materials, machinery and/or equipment or services:

**CHEMICALS for the WATER TREATMENT
and
WASTEWATER TREATMENT PLANTS
FY2026**

which said contract is made part of this bond the same as though set forth herein.

NOW, THEREFORE, if the said principal shall well and truly do and perform the things agreed to by said principal to be done and performed according to the terms of said contract; and shall pay all lawful claims of materialmen and laborers, for materials furnished and labor performed in the carrying forward, performing and completing of said contract; we agreeing and assenting that this understanding shall be for the benefit of any materialmen or laborers having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any all claims hereunder shall in no event exceed the penal sum of this obligation as herein stated, and does not cover maintenance of the improvement.

The said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specification accompanying the same shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seal, this _____ day of _____, 20____.

Surety

Principal

Surety Address

Principal Address

By - Witness

By - Witness

Type Name

Type Name

(Seal)

Notary Public

Type Name

Attorney-in-Fact



The foregoing bond is hereby approved as to form and legality this _____ day of _____, 2026.

Billy D. Harmon, City Law Director

The foregoing bond is hereby approved as to form this _____ day of _____, 2026.

Kevin L. Garringer – City Finance Director

The foregoing bond is hereby approved as to form this _____ day of _____, 2026.

Lori L. Siclair - City Manager

ARTICLE 7. DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT

STATE OF _____ }
COUNTY OF _____ } ss:

Section 5719.042: After the award by a taxing district of any contract let by competitive bid and prior to the time the contract is entered into, the person making a bid shall submit to the District's Fiscal Officer a statement affirmed under oath that the person with whom the contract is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any County in which the taxing district has territory or that such person was charged with delinquent personal taxes on any such tax list, in which case delinquent taxes and any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the Fiscal Officer to the County Treasurer within thirty (30) days of the date it is submitted.

DELINQUENT PERSONAL PROPERTY TAX STATEMENT
(O.R.C. Section 5719.042)

I, _____, _____ of
(Name) (Title)

_____ affirm that at the time that I submitted
(Name of Company)

the bid for **CHEMICALS for the WATER TREATMENT and WASTEWATER
TREATMENT PLANTS FY2026** (pursuant to the Specifications) to the CITY OF
NAPOLEON, OHIO on _____ that _____
(Date) (Name of Company)

(was/was not)

charged with delinquent personal property taxes by the Henry County, Ohio, Auditor.

(If personal property taxes are delinquent, complete the next two (2) spaces.)

The amount of delinquent personal property taxes due Henry County, Ohio are _____
_____ and unpaid penalties and interest are _____.

Sworn to before the below Notary Public and subscribed in Notary's presence by the undersigned this _____ day of _____, 20____ that all information contained in this page is true and complete.

MUST BE SIGNED & NOTARIZED

Regardless if a Delinquency Exists!

(Signature)

(Company)

(Date)

(Notary Public)

ARTICLE 8. NOTICE OF AWARD

(To be filled out by the City)

To: _____

PRODUCT, SUPPLY, MATERIAL, MACHINERY AND/OR EQUIPMENT OR SERVICE
DESCRIPTION: **CHEMICALS for the WATER TREATMENT and
WASTEWATER TREATMENT PLANTS FY2026**
(pursuant to the Bid Specifications),

as to the following chemical(s):

The Vendee has considered the bid submitted by you for the above-described product, supplies, materials, machinery and/or equipment or services in response to its advertisement of invitation to bid dated _____ and information for bidders.

You are hereby notified that your bid has been accepted for delivery of product, supplies, materials, machinery and/or equipment or services in the amount of: _____

You are required by the information for bidders to execute the agreement and if required in the bid document, furnish the required performance bond and/or payment bond within fifteen (15) calendar days from the date of this notice to you.

If you fail to execute said agreement and to finish said bonds within fifteen (15) days from the date of this notice, said Vendee will be entitled to consider all your rights arising out of the Vendee's acceptance of your bid as abandoned and as a forfeiture of your bid bond. The Vendee will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Vendee.

Dated this _____ day of _____.

City of Napoleon, VENDEE

Lori L. Sicclair - City Manager

ARTICLE 9. ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged and the award is accepted by:

(Company)

on the _____ day of _____

and further understands that all documentation required must be furnished to the City in a timely manner and proper form. Moreover, that all performance bonds, if required by the Agreement, shall be issued by an Ohio agency licensed or registered in Ohio and the POA shall be resident of Ohio.

By _____
(Signature)

Title _____

ARTICLE 10. NOTICE TO PROCEED

TO: _____

DATE: _____

PROJECT: **CHEMICALS for the WATER TREATMENT and
WASTEWATER TREATMENT PLANTS FY2026**

as to the following chemical(s):

You are hereby notified to space delivery of the product, supplies, materials, machinery
and/or equipment or services in accordance with the agreement dated _____.
_____.

City of Napoleon, VENDEE

by _____
Lori L. Siclair - City Manager



ACCEPTANCE OF NOTICE TO PROCEED

Receipt of the above NOTICE TO PROCEED
is hereby acknowledged by:

this, the _____ day of _____

By: _____
[Signature]

Title: _____

ARTICLE 11. BID PROPOSAL FORM

GENTLEMEN:

- 11.1. Having carefully examined the bid documents, we propose to complete all delivery of the product, supplies, materials, machinery and/or equipment or services covered in the bid detail, for the contract price of:

ALUMINUM CHLOROHYDRATE:

56,000 gallons, more or less \$_____ per Gallon

LIQUID ALUMINUM SULFATE:

60,000 gallons, more or less \$_____ per Gallon

- 11.2. The undersigned bidder proposes and agrees, if this bid is accepted, to accept the purchase order of the Vendee and complete all delivery of product, supplies, materials, machinery and/or equipment or services described in the specifications or as indicated in the bidding documents for the contract price stated. Bidder further accepts and agrees to complete the delivery of the product, supplies, materials, machinery and/or equipment or services as described in the specifications in a timely manner and in accordance with procedure as described in the Instructions to Bidders and in the contract documents.
- 11.3. Bidder understands and accepts all the terms and conditions of the bidding documents and agrees without limitation to those dealing with the disposition of bid security. This bid will remain subject to acceptance for sixty (60) days after the day of the bid opening. Bidder will sign and submit the agreement with the bonds and other documents required by the bidding requirements, including the Delinquent Personal Tax Affidavit, within fifteen (15) days after the date of Vendee's notice of award.
- 11.4. Bidder has familiarized himself with the specification and scope of request of the project, the nature and extent of the contract documents, the product, supplies, materials, machinery and/or equipment or services, the site, the locality, and all other local conditions and laws and regulations that may affect cost in any manner as well as hinder the progress, performance, or furnishing of the product, supplies, materials, machinery and/or equipment or services.
- 11.5. Bidder has read all documents including the following addenda, receipt of which is/are attached hereto and signed by parties.
- 11.6. Bidder acknowledges that he has had opportunity to give the Vendee written notice of all conflicts, errors or discrepancies that he has discovered in the contract documents and the written resolution of the Vendee is acceptable to the bidder.

- 11.7. Bidder states that this bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is being submitted in conformity with (if any exist) all agreement(s) or rules (who the Bidder duly represents) of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or spurious bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
- 11.8. Bidder agrees that date of delivery shall be in accordance with the Contract Documents.
- 11.9. Bidder has attached all required documents, which are made a condition of the bid proposal. These are:
- Non-Collusion Affidavit.
 - Bid Bond.
 - Addenda, if any.

NOTICE: Be certain all blanks are completed on this form and all pertinent information concerning the company and officers is contained on the appropriate following blanks; further, that the non-collusion affidavit, bid bond, and any required addenda is attached.

DATE OF BID SUBMITTAL: _____

BY: _____
(Name of Company or Corporation)

STATE OF INCORPORATION: _____ DATE: _____

BUSINESS ADDRESS: _____

TELEPHONE: _____ FAX: _____

E-MAIL: _____

BY: _____ TITLE: _____

BY: _____ TITLE: _____

ARTICLE 12. NON-COLLUSION AFFIDAVIT

STATE OF _____ ss

COUNTY OF _____

The undersigned hereby certify to their best knowledge and belief that:

1) The bid to the City of Napoleon, Ohio, submitted with the attached specifications dated _____ has been prepared by _____ without collusion or fraud with any person, seller or supplier of product, supplies, material, machinery and/or equipment or services.

2) The prices, terms and/or conditions have not been communicated by the bidder, any employee or agent to any other bidder, employee, or agent, and will not communicate such information to any such individual prior to the official opening of the above referred to bid.

Date: _____, 20____

Signature of person responsible for the
preparation of bid

Subscribed and sworn to before me this _____ day of _____, 20____.

(seal)

Notary Public

ARTICLE 13. BID BOND

(To be executed by bidder and surety before depositing bid, unless certified check, bank check or irrevocable letter of credit is submitted.)

Know All Men By These Presents, that we _____
_____, of _____
(hereinafter called the principal). As principal, and _____
_____ company, a corporation organized and existing under the laws
of the State of _____ and having its principal place of business in
_____ (hereinafter called the surety), as surety,
are held and firmly bound unto _____
_____ (hereinafter called the obligee) in the penal sum
of _____
_____ Dollars (\$) _____) for the payment of which the
principal and surety bind themselves, their heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the principal has submitted or is about
to submit a proposal to the obligee on a contract for:

**CHEMICALS for the WATER TREATMENT
and WASTEWATER TREATMENT PLANTS FY2026**
(pursuant to the Specifications)

Now, therefore, if the said contract be awarded to the principal and the principal shall, within
such time as may be specified, enter into the contract in writing and give bond, with surety
acceptable to the obligee for the faithful performance of the said contract; or if the principal
shall fail to do so, pay to the obligee the damages which obligee may suffer by reason of such
failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise
remain in full force and effect.

Signed, sealed and dated this _____ day of _____, 20____.

Principal

Principal Officer

Surety Company

(seal)

by _____

CERTIFICATION
of
COMPLIANCE with OHIO REVISED CODE SECTION 3517.13
for CONTRACTS IN EXCESS OF TEN THOUSAND DOLLARS (\$10,000.00)

STATE OF _____,
COUNTY OF _____, ss:

The undersigned Affiant, being duly sworn, deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of _____ (“the Contracting Party”).
2. The Contracting Party is a/an (select one):
 - ☐ Individual, partnership, or other unincorporated business association (including without limitation, a professional association organized under Ohio Revised Code Chapter 1785), estate, or trust.
 - ☐ Corporation organized and existing under the laws of the State of _____.
 - ☐ Labor organization.
3. I hereby affirm that the Contracting Party and each of the individuals specified in R.C. 3517.93(I)(3) (with respect to non-corporate entities and labor organizations) or R.C. 3517.93(J)(3) (with respect to corporations) are in full compliance with the political contributions limitations set forth in R.C. 3517.93(I) and (J), as applicable. I understand that a false representation on this certification constitutes a felony of the fifth degree pursuant to R.C. 3517.93(AA) and 3517.992(R)(3). Any contract that contains a falsified certification shall be rescinded.

By: _____
Affiant

Title: _____

Sworn to before me and subscribe in my presence by _____ this
_____ day of _____, 20_____.

(Seal)
Public

Notary