

April

2026

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3 GOOD FRIDAY OFFICE WILL BE CLOSED	4
5	6 7:00 pm City Council	7	8	9	10	11
12	13 6:30 pm Electric Comm. 6:30 pm BOPA 7:00 pm Water and Sewer Comm. 7:30 pm Muni Properties Comm.	14 4:30 pm BZA 5:00 pm Planning Commn.	15	16	17	18
19	20 6:00 pm Tree Commn. 6:00 pm Parks & Rec Comm. 7:00 pm City Council	21	22	23	24	25
26	27 6:00 Finance & Budget Comm. 7:30 pm Safety & Human Resources Comm.	28 4:30 pm Civil Service Commn.	29 6:30 pm Parks & Rec Board	30		



City of Napoleon, Ohio

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Napoleon, OH 43545
Telephone: (419) 592-4010 Fax: (419) 599-8393
www.napoleonohio.com*

Memorandum

To: Mayor and City Council, City Manager,
City Finance Director, Law Director,
Department Supervisors, News Media

From: Marrisa Flogaus, Acting Clerk

Date: April 3, 2026

Subject: Technology and Communications Committee–
Cancellation

The regularly scheduled meeting of the Technology and Communications Committee for Monday, April 6, 2026, at 6:15 pm has been **CANCELED** due to lack of agenda items.

City of Napoleon, Ohio

CITY COUNCIL

MEETING AGENDA

Monday, April 06, 2026, 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. **Bright Mountain Solar Presentation**
- E. **Napoleon Power and Light RP3 Designation**
- F. **Approval of Minutes** (in the absence of any objections or corrections, the minutes shall stand approved)
March 16, 2026, Regular Council Meeting Minutes
- G. **Citizen Communication**
- H. **Reports from Council Committees**
 - 1. The Finance and Budget Committee met on March 23, 2026 at 5:30pm and;
 - a. Recommended to Council to Approve the 2026 First Quarter Budget Adjustments
 - 2. The Safety and Human Resources Committee did not meet on March 23, 2026 due to a lack of agenda items.
 - 3. The Personnel Committee met on March 27, 2026 at 4:50pm and;
 - a. Entered into Executive Session: to Review Candidates for Law Director- No action taken
 - 4. The Technology Committee did not meet on April 06, 2026 due to a lack of agenda items.
- I. **Reports from Other Committees, Commissions and Boards** (*Informational Only-Not Read*)
 - 1. The Civil Service Commission did not meet on March 24, 2026 due to a lack of agenda items.
 - 2. The Parks and Rec Board did not meet on March 25, 2026 due to a lack of agenda items.
- J. **Introduction of New Ordinances and Resolutions**
 - 1. **Ordinance No. 006-26**, An Ordinance creating the Non-bargaining position of Electric Line Foreman for the City of Napoleon, Ohio; and Declaring an Emergency
 - 2. **Resolution No. 007-26**, A Resolution to Approve the form and Authorize the Execution of Bright Mountain Solar Schedule with American Municipal Power, INC and taking of other actions in connection therewith; and Declaring an Emergency
 - 3. **Resolution No. 008-26**, A Resolution Authorizing the City of Napoleon to remain in the Maumee Valley East Chip Consortium in order to submit an application for the Fiscal Year 2026 Community Housing Improvement Program (CHIP) Funds to the Ohio Development Services Agency; and Declaring an Emergency (Suspension Requested)
 - 4. **Ordinance No. 009-26**, An Ordinance Supplementing the Annual Appropriation Measure (Supplement No. 1) for the Year 2026; and Declaring an Emergency (Suspension Requested)
 - 5. **Ordinance No. 010-26**, An Ordinance Authorizing the Finance Director to make Appropriation Transfer (Transfers of Appropriation 1) from one Appropriation line item to another Appropriation Line Item Pursuant to ORC. Section 5705.40 for the Fiscal Year ending December 31, 2026 as listed in Exhibit A; and Declaring an Emergency (Suspension Requested)

- 6. **Resolution No. 011-26**, A Resolution authorizing the Finance Director to transfer certain fund balances (Transfer No. 1) from respective funds to other funds pursuant to ORC. Section 5705.14 on an as needed basis in Fiscal Year 2026, as listed in Exhibit A; and Declaring an Emergency (Suspension Requested)
- K. Second Reading of Ordinances and Resolutions**
 - 1. **Resolution No. 005-26**, A Resolution authorizing a contribution to the MAN Unit in and for the Year 2026 from the ONEOHIO Recovery Foundation Fund; and Declaring an Emergency
- L. Third Reading of Ordinances and Resolutions- None**
- M. Good of the City (Any other business as may properly come before Council, including but not limited to):**
 - 1. Discussion/Action: Renewal of Liquor Permits in the City of Napoleon
 - 2. Discussion/Action: Abandonment of the Fuel Tank at the Fire Station (Request for Legislation to Waive the Bidding Process)
 - 3. Discussion/Action: Award of the Industrial Drive Replacement Project
 - 4. Discussion/Action: To purchase road salt for the Ohio Department of Transportation (Direct the law director to draft legislation)
- N. Executive Session (Personnel: to consider employment of a public employee)**
- O. Approve Payments of Bills** (In the absence of any objections or corrections, the payment of bills shall stand approved.)
- P. Adjournment**



 Marris Flogaus– Acting Clerk

Bright Mountain Solar Power PPA

January 26, 2026



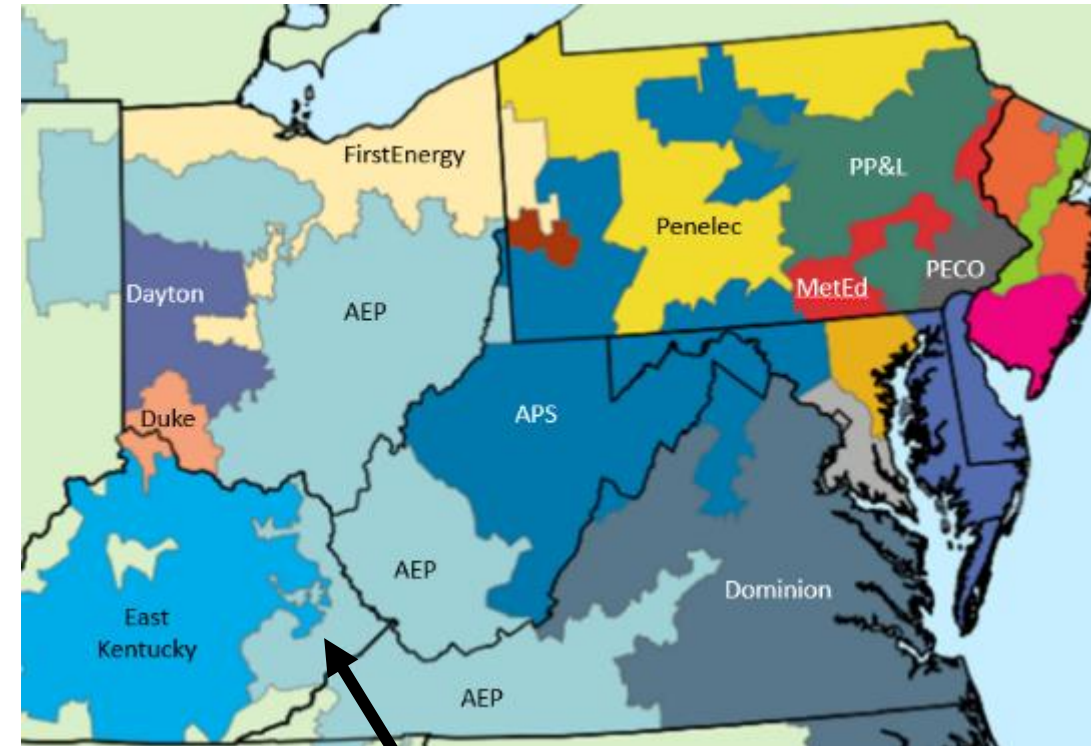
Bright Mountain Solar PPA

- The Bright Mountain Solar project will be owned/operated by Avangrid
 - Avangrid has over 8,400 MWs of wind and solar projects across the country, including the Blue Creek and Locust Ridge wind projects that AMP currently has purchased power from.
- The Bright Mountain Solar Project is in Southeast Kentucky, and is planned to come on line by January 1, 2028
 - The project will be interconnected to AEP
- AMP had been working with Avangrid on Wild Grains solar, but the Bright Mountain project has lower prices, is much closer to the finish line and has a similar AEP Zone location with low congestion costs to member loads.



Bright Mountain Solar Project Description

Project Information	
Estimated COD	December 31, 2027
Location	Perry County, KY
Site Control	100%
Permitting	100% Complete
PJM Interconnection Agrmt.	Fully Executed
Point of Interconnection	AEP – Bonnyman LMP
Size	80 MWac
Net Capacity Factor	21.95%
Annual MWh	155,000
PJM 27/28 ELCC (Fixed Tilt)	8%



Bright Mountain Solar Pricing (Year One)

	2028
Term	25 Years
Products	Energy/Capacity/RECs
Fixed Price (Yr 1-5) (2028-32)	\$73.19 /MWh
Estimated Capacity Value	(\$5.00) /MWh <i>Based on \$10.00 / kW-mo x 8% ELCC</i>
Estimated REC Value [†]	(\$24.00 - \$4.00) /MWh
Estimated Net Price for Term	<u>\$44.19 - \$64.19 /MWh</u>
Forward 5x16	\$60 / MWh

[†] - The facility would currently qualify for OH, VA, and DE RECs.

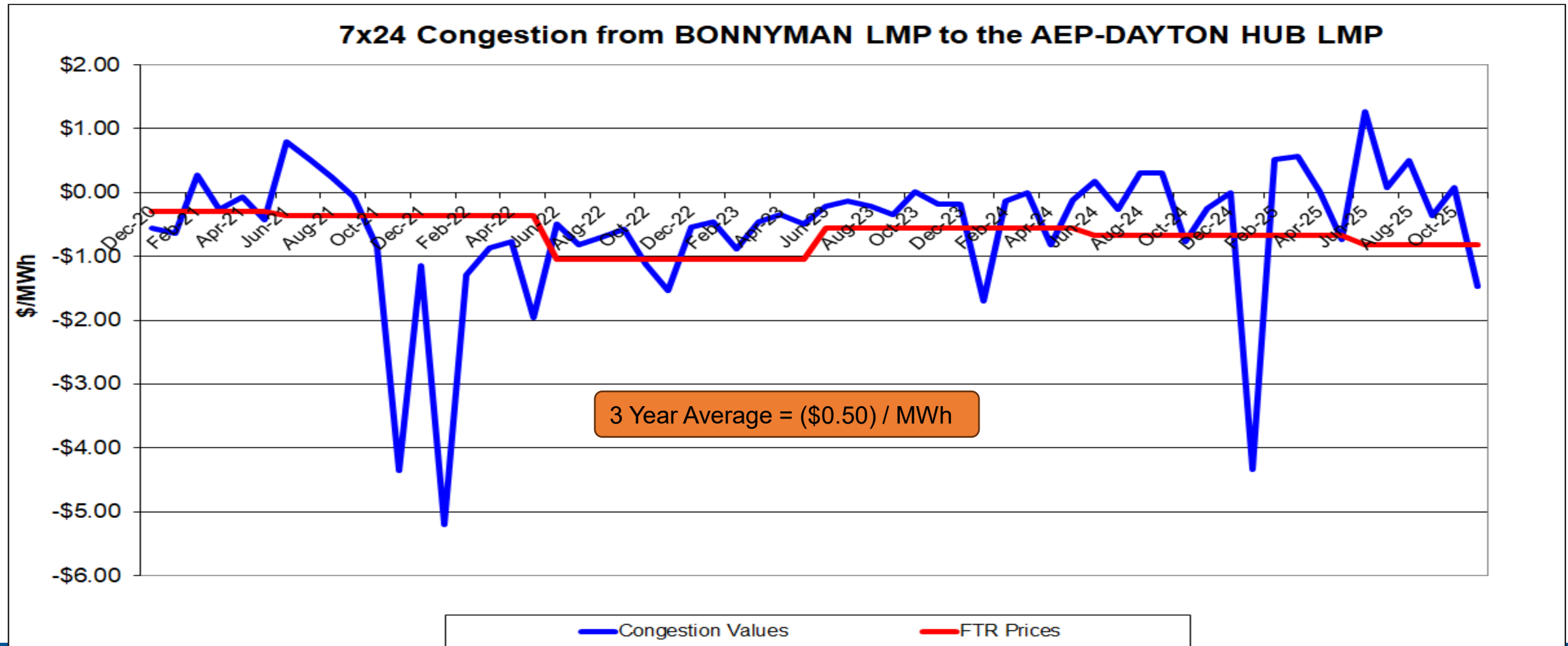
Bright Mountain Solar Pricing

	Option
Term	25 Years
Products	Energy/Capacity/RECs
Fixed Price (Yr 1-5) (2028-32)	\$73.19 /MWh
Fixed Price (Yr 6-25) (2033-52)	\$78.19 /MWh
Blended Price for 25 yr Term	<u>\$77.19 /MWh</u>
Estimated Capacity Value	(\$5.00) /MWh <i>Based on \$10.00 / kW-mo x 8% ELCC</i>
Estimated REC Value [†]	(\$24.00 - \$4.00) /MWh
Estimated Net Price for Term	<u>\$48.19 - \$68.19 /MWh</u>
Average Forward Solar Value	\$65 / MWh

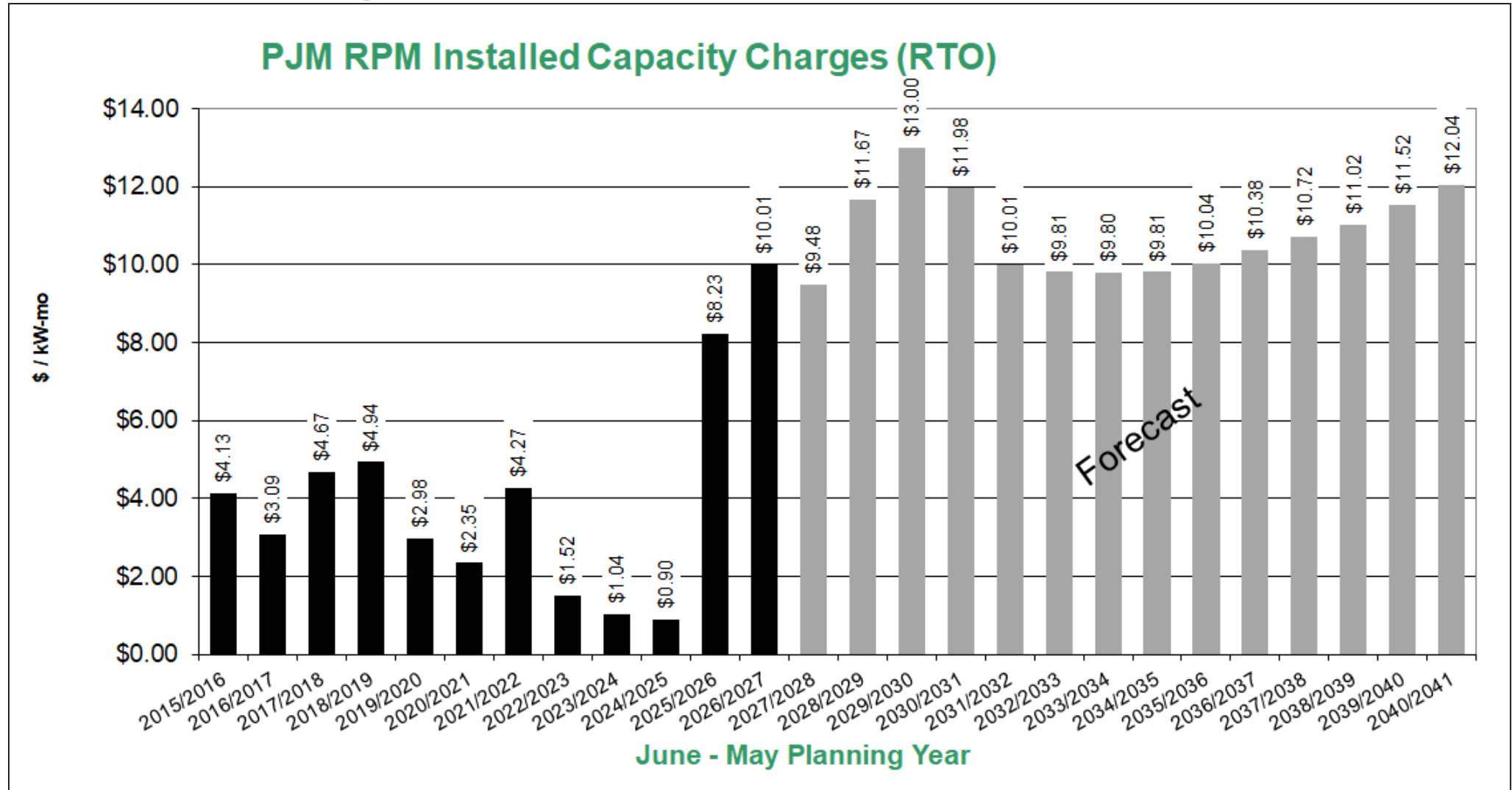
[†] - The facility would currently qualify for OH, VA, and DE RECs.

Bright Mountain Solar Congestion

Congestion from Bright Mountain location to AEP-Dayton Hub has historically been near zero.



Installed Capacity Price Forecast



- Average \$10.00 / kW-mo or \$10,000 / MW per month
 - \$120,000 per 1 MW per year

- PJM effective load carrying capability (ELCC) expected at 8%
 - \$9,600 per each MW per year

- Effective Capacity Value
 - $\$9,600 \times 80 \text{ MW} = \$768,000$ per year
 - Divided by 155,000 MWh
 - = \$5 / MWh

REC Prices

- Potential for sales into Virginia market.

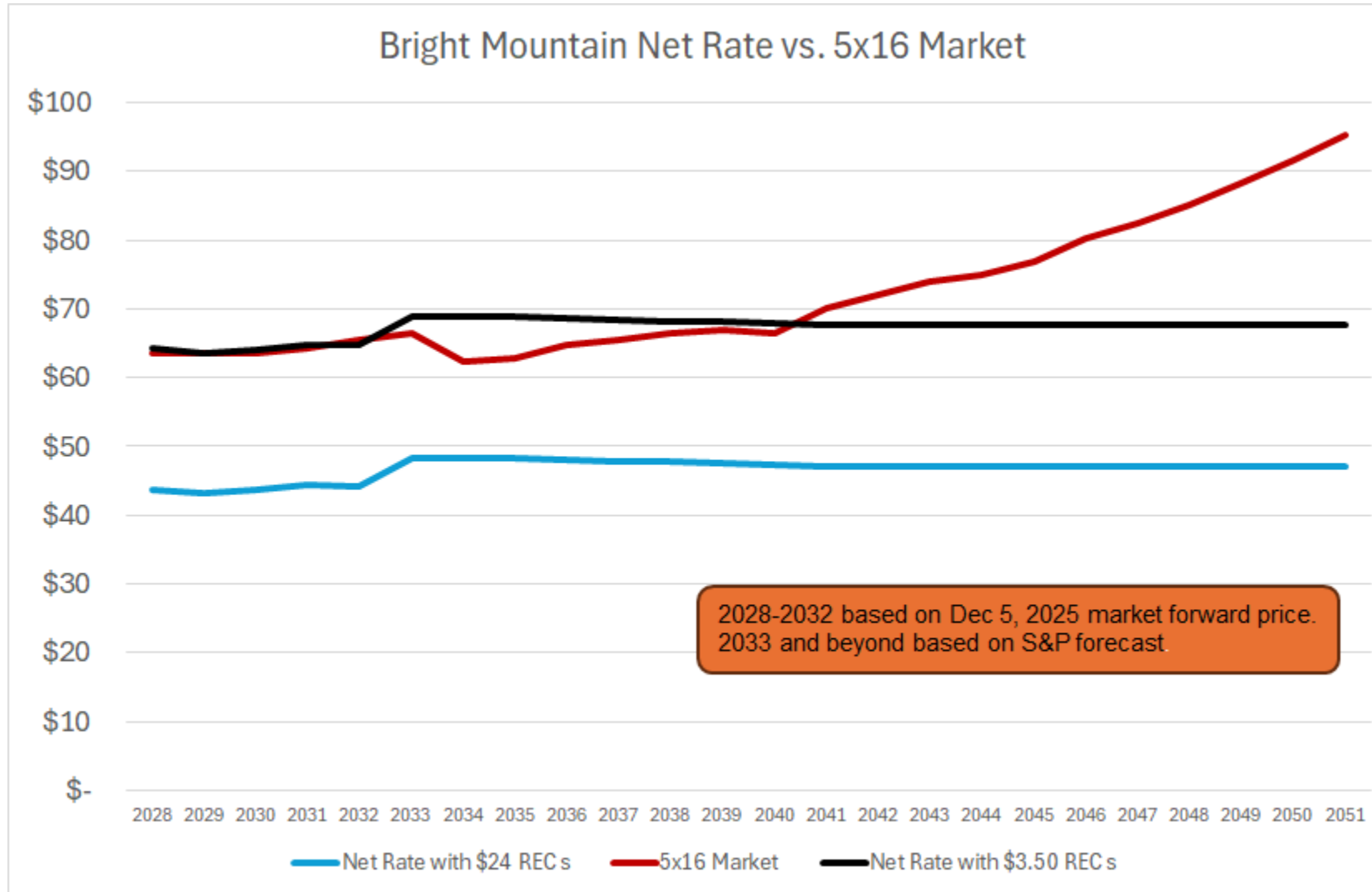


Friday, December 5, 2025

ICAP Energy, LLC
 Ph: 281.340.8300
 Fax: 281.340.8308

OH Certified	Bid	Ask
2024	2.50	3.50
2025	2.75	3.75
2026	3.00	4.00
VA RECs	Bid	Ask
2024	22.00	24.00
2025	22.50	24.50
2026	23.00	25.00

Market Prices



City of Napoleon, Ohio
City Council Meeting Minutes
Monday, March 16, 2026, at 7:00 pm

Present

Council Members	Ross Durham - Council President, Brittany Schwab - Council President Pro-Tem, Dr. Dave Cordes, Jordan McBride, Tom Weaver, Meredith Wolff
Mayor	Joseph Bialorucki
City Manager	Lori L Sicclair
Finance Director	Kevin Garringer
Acting Law Director	Tony Johnson
Clerk	Ann Harper
City Staff	David Bowen- Fire Chief, Jeremy Okuley- Wastewater Plant Superintendent
Others	News-Media, Samuel Walker
Absent	Victor Gaucin- Council Member

Call to Order

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

Representative Joshua Williams

Williams stated thank you guys for having me. I really appreciate it. We had a great event this weekend here, door knocking. I wanted to make sure that I came here and introduced myself to everyone. I'm State Representative Josh Williams. I'm serving my second term in the Ohio House. My first term in leadership. I serve as majority whip. On top of my duties as majority whip, I serve as what Matt Hoffman calls, majority whip plus. I serve as the voice of our caucus on the floor. You'll see me on the Ohio channel debating our bill, legislation and priorities. Also, debating against the other side of the aisle when they want to introduce amendments to our legislation at the last minute. It's one of my greater honors to be able to serve in the Ohio Legislature, but I'm not a true politician. I'll tell you all a little about who I am. I was born and raised in Toledo, Ohio. My father passed away when I was five from cancer, so I was left to be raised by a single mother in poverty in the inner city. We struggled. I dropped out of high school when I was 18 when I became homeless. I slept on park benches for about six months, not knowing when my next meal would come from or when I would take my next shower. I was ready to give up as a young 18 year old in Toledo, but lord and savior Jesus Christ has mysterious ways of working in my life and I was introduced to the mother of my son, Mathew, and she became pregnant. That gave me a different motivation. I went out and looked for a better job, so that I could better provide for a young family. I started to work at the railroad as a subcontractor next to the jeep plant. My life got brighter. We got our first place. I'm watching my two step kids grow up and I'm watching her belly grow. At the age of 21 I fell 30 feet and destroyed my spine. I fought through that injury for the next year or so, going to all the doctors, chiropractors and pain management doctors. At 23 years old two weeks before Christmas I get a 12 hour shift. When I came home I took a nap on the couch waiting for my kids to come home from school. When I woke up I couldn't feel my legs. I had my wife take my family away and called the paramedics. I was rushed to Toledo Hospital where they did test. They came in and told me something that you never want to hear which is if you don't have emergency back surgery you'll never walk again, so at 23 two weeks before Christmas I was fully disabled. It was humbling that year. I remember going to the Salvation Army just to get gifts to put under the tree because I didn't know if I could pay my rent next month. I didn't have a job. I was off getting ready to have major back surgery. For the next six months I had two major back surgeries and they didn't work. I laid in bed for the next six years. I grew to 458 pounds at my heaviest. I had over 40 procedures

done on my body. Five major back surgeries including metal rods and screws being put inside my spine to stabilize it. I keep my jacket on for a while because when its cold out I can really feel it in my back. I was ready to give up, but god sent the right doctors and lawyers to help me and give me motivation. I fought through those surgeries and I had weight loss surgery. I lost the weight. I did two years of physical therapy to learn how to walk again without the assistance of a cane or a walker. I felt healthy enough to get out of that bed after losing the weight and stabilizing my spine. I fought to go to college for over a year. I could tell you guys about that fight with the state of Ohio who wouldn't allow me to go to college. Eventually at the age of 30 I enrolled at the University of Toledo as a freshman and in five years at the age of 35 I graduated from law school. In five years I got three college degrees including my jurist doctorate. I went onto practice law and I still practice law in about 17 different counties. I went onto be a constitutional law professor at Adrian in the state up north for five years. After the results of the 2020 election, I saw how close we were to losing our county. I felt I had the ability to give back and do more, so I ran in a Democrat controlled district in the City of Toledo that hadn't been Republican in over three decades. No Republican was even pulling a petition. They had given up on that district. I flipped that district red in the 2022 election giving us the largest supermajority we've ever had. I got to Columbus and I put my head down. I didn't go to dinner with lobbyists and go drinking with friends at the bars. I introduced a tremendous amount of legislation and helped my colleagues on legislation and I earned their trust. When I was reelected my second term I was asked to be in leadership. I was nominated and elected as majority whip because of the hard work I did on legislation. I mean currently in the House right now, I have over 92 pieces of legislation that I've introduced in the last 14 months. That is the most out of any legislator in Ohio's history. While I'm running for Congress, while I'm being a husband and a father and a practicing attorney. I worked pretty hard for our state. We had two election cycles where we knew we could have beat Marcy Captor and they candidates didn't get it done. We look back on our election cycle and we beat Marcy Captor in my House district of 120,000 votes I beat Marcy Captor by 6,600 votes. That's only 120,000 of the 700,000 residents that vote in this district. We decided to declare our candidacy for Congress. We're seen as the front runner. We have over 93 endorsements in this race by elected officials across the district, including right here in Henry County and Napoleon. We continue down this path towards victory. I appreciate you guys and the opportunity to come and talk to you about my background and I'll talk about legislation for a little bit. Look, I'm a public servant. I don't like being called a politician. Politics is rough. Trust me. I'm the black conservative that gets called a Nazi every day. It's rough being a politician, but as a public servant it doesn't feel like work. Many of you guys know that being in the position you are. When you love your community, your state, your country. I wake up every day with the energy to know that with one piece of legislation I draft, I can affect 11 million lives in Ohio. I pray that I get the opportunity to go to Congress and affect 350 million Americans with legislation. That's why I draft it. Over the last weekend we had an incident that happened in Fremont where a man solicited an underage kid for sex and the statues aren't clear enough to be able to prosecute him. Fremont's not my House district. Fremont's not in my congressional district, but I picked up the phone and called a friend that's the mayor and said "How can I help?" We spent a half hour talking about legislation and within 20 minutes I already had a bill drafted to change that statute. I forwarded that to him now to make it easier for us to prosecute those sex offenders in our community. I didn't have to do it as I didn't represent that area, but I could bring change to that community through my ability in the criminal justice system to draft legislation. It took just a little bit of time out of my day to be able to bring change to that community and bring justice to that family. That's what I'm in it for. I got some wide ranging dreams when I get to Congress. I know what reforms I want to do to make our county better. I also want to be a hope to a young generation where we see our kids being raised as victims, believing that every little obstacle they have somehow makes them a victim. I want to teach them that they can overcome those obstacles and those difficult times build character. I honestly believe that all the difficulties that I went through was building strength in me for an assignment that God had for me. Right now, that's being a legislator. I believe if the assignment goes on in Congress, but we'll find out May 5th. If I don't make it there, I'll figure out what assignment he has for me. If I do make it there

I already know what assignment he has for me and I'm going to get to work. I appreciate your guys' time and if you want to ask me any questions I'm more than willing to answer. Bialorucki stated thank you for sharing all that. Really appreciate it. We've had Congressman Latta. We've been in his district for quite a while now, so it's my understanding that in January of next year were going to be in the ninth district. This primary we can vote for obviously you, but who else are you running against as a Republican. Williams replied there's Derek Maron, which was the prior nominee that lost to Marcy Captor. There's two girls that flew in from DC, Aaliyah Nadine and Madison Sheen that are in the race. There's another gentleman that I don't even remember his name. Nobody really knows his, but he got his name on the petition. Us four are seen as the candidates. I'm seen as the front runner. I'm not trying to brag I'm just trying to give you the landscape of what's going on in that race. Many people don't know that Henry County was added to the ninth congressional district is was redrawn by mandate. When we redrew the district after the 2020 census it wasn't bipartisan. I mean on the redistricting commission, it didn't get Democrat and Republican support so it was only a four year map. That means the map expired and we had to vote in another one. This time it is a bipartisan map, so this map will be on for the 26, 28 and 2030 elections. After the 2030 census it'll get redrawn again. You guys were added to the district along with Paulding and Putman County. It took the district from being an R plus 3 district that she was able to win last time to an R9, which is a really Republican leaning district that's winnable. You got to be able to get into the inner City of Toledo and Lucas County and pick up votes there. I know I've done that in my previous elections. In my last election cycle, I say this kind of quietly, but it's truthful. In my House district I outperformed almost every Republican on the ballot, including Bernie Moreno, President Trump and the Republican nominee that year. We see that I'm able to pick up independent voters and even soft Democrat voters given my legislative history and my background. I've grown up in the inner city, raising a family in the inner city. It's just the facts of the layout of the land. Bialorucki stated thank you. McBride asked how are you navigating inner city life with our rural life out here? And how are you learning and preparing yourself to better represent our communities? Williams replied I grew up in the inner city. I live in Sylvania Township now, so I've lived in every corner of Toledo and some of the suburban areas. I always wanted to live on a farm, but my wife won't let me. The furthest she was willing to get down that train was living in a township with a septic tank. That was a tough sell for my wife. I love to learn and even before I was even in politics I was out in Putnam and Paulding County talking to individuals there for the last six years. What I do is I go into the communities and I talk to the subject matter experts to get educated. I talk to the elected officials. I go and I visit the farms. I've on and seen kay folks. I've gone and seen lower family, smaller family farms. What we have done, that I think is creative, is that we've formed an advisory council. So, elected officials that have endorsed across the district, every month they're invite to an advisory council meeting via Zoom where they're able to tell me what's going on in their corners of the district when things pop up. I have a septic tank system and I didn't know that the costs of septic tanks have exploded in Ohio. That came from Paulding County when I met with them. I went and talked to Hancock County when we thought they may be in the district, Fulton County, Williams County, Henry County. Talked to some of the officials, the engineers and found out that this is a real issue and that was highlighted in one of our advisory council meetings. I went to work. I went and met with the Ohio EPA, the Ohio Department of Health and I can tell you some stories about those people. The general counsel for the Department of Health said "I don't get why they just can't get on a sewer line." I was like, "Have you ever been to Paulding County?" She's like "No." I'm like "Yeah, you're not going to be able to get a municipal sewer line running throughout that whole county it's not going to happen." What we're working to do is try to reduce the cost. I've worked with Representative Pizzulli on introducing legislation to bring down the cost of septic. We figured out that Ohio EPA put in regulation the said like if you septic tank cracks and it can't be repaired they are making you repair the whole system up to 2026 standards, which in many counties like Paulding County that has heavy clay you have to create this huge leech field. That drives up the cost like crazy. The previous system was working. Why couldn't you just replace the tank with a very similar tank? We have introduced legislation to grandfather in septic systems that if your tank cracks you should be able to put back in a

similar situated tank. You shouldn't have to develop that entire leech field to bring it up to 2026 standards. We're also currently working on a loan system similar to what is called a tiff, but for single family residential units essentially where the developer can get some funding upfront to help pay for the septic tank installation, so we can get new construction in our counties. As a result the increase in property taxes from the property being upgraded would essentially be payment in lieu of those taxes will go back to the developer in form of a tiff to drive down the cost of the new construction to make it where it's affordable to develop in our communities. I think that's pretty reasonable since it's already undeveloped land. We're not going to get the increase in property taxes unless we develop it. That's something that we're drafting. It was hard to explain to the guy on LSC who drafted that bill why it was necessary, but finally I just had to tell him to stop worrying about the reason for the policy just write it. That's just an example of how we come into the district, listen to the elected officials, their supporters, they introduced us to some interested parties and we learn about the issues and we try to address them. Mind you that's not a huge issue in my district. Although I have Sylvania Township and Richfield Township. I represent Sylvania, Northwood, Genoa, portions of Perrysburg Township, Monclova, Whitehouse. They aren't dealing with that type of issue compared to Paulding, Putnam, Fulton, Defiance and Williams. It's literally has been an opportunity to learn more about the district. I think Marcy Captor has really ignored the rural parts of her district because her voter base was in Toledo. I think the 9th congressional district is the best representation of not only Ohio, but county because we have our rural farm communities, we have our urban centers and vacation homes on the Great Lakes. It's a very good cross section of what it means to be an American. You have to be able to represent all of those interested groups at the same time and understand the issues. It's been a great experience so far. Thank you so much. Durham stated thank you so much. Really appreciated you being here and best of luck.

Approval of Minutes

The minutes from the March 2, 2026, Regular Council Meeting Minutes and March 9, 2026 Special Council Meeting Minutes were approved as presented.

Citizen Communication

Walker stated Samuel Walker, I live at 408 E. Washington here in Napoleon. I'd like to propose to the City on considering the updating the playground equipment and amenities at Riverdowns Park or commonly known as Goosetown. Riverdowns is a well-used neighborhood park with a popular softball field and a recently added dog park, but much of the current playground equipment is aging and no longer meets modern safety or accessibility standards. Families often visit yet younger children don't have many safe or engaging play options. There's limited acres for children of all abilities. I think refreshing the playground would improve safety by replacing worn or outdated equipment. Increase community use, encourage outdoor activity among children and families, enhance accessibility making the park inclusive for residents with disabilities, strengthen neighborhood pride and property values by investing in a shared community space. I'd recommend that the council consider allocating funds, exploring grants or partnering with local organizations or service clubs to help offset costs. Even small improvements like adding new surfacing, swings or updated play structures could make a huge difference. Thank you for your time and your continued efforts to improve our city's community. Durham stated thank you so much. Real quick on that topic, luckily, we have the chair of our Parks and Rec Committee here tonight. I know the City Manager actually sent out an update either last week or the week before. There is a committee being developed for specifically playground updates. I don't know if Riverdowns is one of those playgrounds were looking at, but certainly a topic we could add to that discussion. Sicclair, do you have any else to add there? Sicclair replied I'm not aware of a specific committee unless that was something that came out of the board. Durham stated I think I misspoke. Not necessarily a committee. Cotter is reaching out to members of the community searching for some ideas and things like that. Sicclair replied yes. It was brought to my attention when I started last spring that there could be some more repair and updating to all of our parks. Some of them are in more need than others. We can add that to the list. I think the volunteers that Cotter was

speaking of were for Kids Kingdom specifically, but certainly we see there is need around the city at all of the parks. Williams stated if I could address that concern just for a little bit. In the state legislature we are seeing an increased number of requests by municipalities and smaller communities for upgrades to parks. I've got several of them that are currently on my list of request in my district. If you guys get it in quick enough you may be able to get some funding in this capital improvement budget. The deadline was last Thursday, but my office is still accepting request for the next couple of days. If you want to reach directly out to my staff you would speak with Spencer in my office. He could refer you to the form that you would fill out at least to get that in time. I've got several parks that are getting upgraded to be ADA compliant. That's money that's literally left on the table. Every two years we do a capital improvement budget and that's something that we're starting to see more and more regularly from local communities. If you haven't already requested money, it's not too late just yet. Durham replied thank you. Appreciate that. It was a great night to be here.

Green stated my name is Jessica Green and I live at 521 W. Main St. I know I kind of missed the last meeting or I did miss the last meeting. It was discussing some of the chickens. I did want to come tonight just to discuss. Maybe I'm a better person to talk back and forth with than just talk to people. I do have some notes here, but of course I am totally open to having an actual conversation than me just standing here and talking. I think chickens are obviously a big question and curiosity for the whole community. I know that there are concerns out there, but however, I will say that as City Council Members, I think you shouldn't always believe what you hear and you should do your own research. In other words don't just be a follower and think for yourself. For example, bird flu. I know there are a lot of things that could be said about that. Those always happen if you look at the news, articles or anything. You're not going to see your neighbor have bird flu. You're not going to have those things that are showing up in the news. You're going to see that more in large conventional things that where they have a lot of birds. They're producing eggs at a very massive production and same thing with the meat. You're not going to have your neighbor have bird flu. Just to have some more information about the way that it is contracted. It is to be direct, so it's by saliva, mucus or feces. That means even if my neighbor has bird flu my chickens won't get it unless my chickens are living with their chickens. The only way it can be an indirect contact is through city water for our purposes, but it would be through water, feed or equipment. That would have to be contaminated by another bird that had bird flu and came into my flock. I grew up and constantly had roughly 30 chickens throughout my whole life. It wasn't anything that we ever had. My grandpa also had chickens from the time he was basically a baby until the time he passed. We always had a huge number of chickens not once did we ever have bird flu. Of course living in the country is probably a little bit different than living in the city, but you also have to have those chickens be contaminated. I know that obviously there are communities within Napoleon that don't want chickens. For example, I have known that Twin Oaks is one of those communities that don't want chickens. My personal opinion is that Twin Oaks is more of an HOA kind of setting. They have much nicer houses so to speak. With that being said I think that just having an open mind because those people probably aren't going to have chickens. Your neighbors in Twin Oaks aren't going to have them, so I think if we're thinking about that community specifically I just looked up our census in 2020 and we had roughly 8,900 citizens in Napoleon. I'm sure Twin Oaks isn't even 10% of that. Just being open minded to other people that are in the community and not just your own social circle. Some of you know the next part of my little thing is our economy. We all know that it's not going in a great direction. Not to bring politics in or anything, but our military is getting involved in things that maybe some people don't want to be involved in. But I'm not going to go down that rabbit hole. We saw 2020 and we saw what it did to the grocery stores and I don't know if you went to the stores the last time that we had a snow storm, but it was not great. I'm not going to say that chickens are going to fix all the problems because they're not, but I'm saying if we have the opportunity to have chickens we have the opportunity to feed our families. I'm not saying specifically meat birds, but just eggs. Eggs are high in protein and you can feed your family off a very small amount. I think that with where were headed there's

a lot things that can go into it. A lot of people will even say “Well if you want to have chickens or a farm or etc., move out to the country.” I don’t know about you, but I’m a stay at home mom and I cannot afford a \$2,000 mortgage. We bought out house in 2019 and the mortgage was a lot better back then. We’ve looked at moving out to the country and it’s just impossible with all the rates. Living in town is our only option right now, but believe me I would love to have a farm. My husband thinks otherwise too. Of course there needs to be guidelines, right? So my neighbors can’t have 20 chickens and I have 5. That would be a little crazy. Just making sure that we have some kind of guideline too. I think 6 would be the absolute max that we could possibly have. Then having some kind of easement. Looking at my backyard today, I was looking out and thought maybe a three foot easement would be good because where I live on W. Main there’s properties that are much longer and others that are wider. If you have a three foot easement you could easily have chickens. I mean it would end up in the middle of your yard, but you could defiantly have them. Overall, I once again encourage you all to do your own research. Climb out of your own social circles and listen to people in the community. Those who are not in favor of chickens what are their reasons? Are their reasons a feeling, myth or fact. If you’re going to vote in whether we as a city get to have chickens or not you must be educated on the topic, so I encourage you all to be educated. Thank you. Durham stated just to share a little bit about where we are in the discussion of residential poultry. This topic was in committee for 1-2 months. The committee obviously did a bunch of research, solicited thoughts and opinions from residents, internal staff and other communities. At the last Municipal Properties meeting last Monday the vote was split 2:2, which basically resulted in no recommendation to change the current ordinance. The issues that were really concerned with against it was neighborhood compatibility, sanitation concerns, potential nuisance complaints and the enforcement responsibilities were huge determining factors for it. At this point the discussion has kind of ceased. There’s no recommendation to make a change to the current ordinance, but we so greatly appreciate the feedback that we got from residents. I would say that I’ve been on council for seven years now and we’ve had more feedback about chickens than I’ve had on any topic during my duration on council. We do appreciate it and we do acknowledge that it’s a subject that people are passionate about. If frankly everyone who came to those meetings were the only people that were going to be allowed chickens, I would have zero issues with it. It’s unfortunate that you open up a can of worms that you may not have the same results consistently across the board. Thank you for your thoughts tonight. We really appreciate it. Cordes asked since it was a split vote and there’s so many positives and some people perceived negatives is it possible to send this for a ballot issue? Durham replied I think at this point it would go back to committee topic and I don’t foresee a change happening with it being a change or ordinance. I don’t know. Sicclair stated I agree. Durham asked additional thoughts there? Sicclair stated I don’t know how it would get to the ballot without a petition, I would say. Unless council desires it, but I don’t believe that was what came out of the committee. Green stated can I ask a question? Durham replied sure. Green stated I don’t know if that’s allowed, but I just know that based off of reading a lot of posts and such on nosey neighbors there’s a lot of people that’s in favor of it and people are starting to get upset that it’s not moving forward in a clear were not doing it or we are doing it. We’re not getting any answers as to why. I don’t know if it would be helpful to have someone post on there or just post in general, but there are a lot of people that are in favor for it and were not getting answers as to why. I think a ballot would be a great opportunity to find out what the community really wants because obviously not half the community can show up here. That’s kind of my two cents on it. I think more thought needs to be put into it than just. Durham replied sure. We could discuss maybe putting together a memo or something to release. I know at least the Northwest Signal reported on our Municipal Properties meeting, but if there’s something internal that we can put out. Sicclair replied sure. Maybe the history of this discussion because this isn’t the first time it’s been discussed. It has been all the way to the zoning commission and it was denied. I don’t remember what year that was, but we can share of all that so people see. That would be probably be another committee that would go to. We would have to change some code. It’s not as simple as just. Cordes replied no it’s not. It’s not a simple thing. Durham stated thanks again Green.

Reports from Council Committees

Bialorucki, Chair of the Personnel Committee, reported the committee met on March 6, 2026 at 5:20pm and; entered executive session to review the candidates for the law director position: there was no action taken.

Durham, Chair of the Electric Committee, reported the committee met on March 9, 2026 at 5:30pm and; recommended Council to approve the Power Supply Cost Adjustment Factor for March 2026 as PSCA 3-month averaged factor \$0.02118 and JV2 \$0.039699 and recommended Council to participate in the Bright Mountain Solar Project.

Cordes, Chair of the Water, Sewer, Refuse, Recycling and Litter Committee, reported the committee met with the Board of Public Affairs and the Water Rate Review Commission on March 9, 2026 with at 6:00pm and; recommended Council to keep the water rate flat for a year and recommended Council to hold sewer rates for a year.

Cordes, Chair of the Water, Sewer, Refuse, Recycling and Litter Committee, reported the committee met on March 9, 2026 at 7:00pm and; took no action on the Patricia Hartman Appeal.

Wolff, Chair of the Municipal Properties, Building, Land Use and ED Committee, reported the committee met on March 9, 2026 at 7:30pm and; discussed Backyard Chickens and tabled the discussion of the Community Improvement Corporation (CIC) Contribution Guidelines.

Schwab, Chair of the Parks & Recreation Committee, reported the committee met on March 16, 2026 at 6:00pm and; discussed the Napoleon Baseball Commission Subsidy.

Introduction of New Ordinances and Resolutions

Resolution No. 004-26- Fire and EMS Contracts

Council President Durham read by title Resolution No. 004-26, A Resolution authorizing contracts with the Township of Napoleon, Harrison, Freedom, and The Village of Florida, and Henry County South Joint Ambulance District for Fire Service and/or Emergency Medical Service commencing April, 1, 2026; and Declaring an Emergency

Motion: Schwab Second: McBride
to approve First read of Resolution No. 004-26

Siclair stated thank you council president. We have Chief Bowen here tonight to talk a little bit about the result of the Safety and Human Resources Committee meeting where he discussed contracts with the Townships. Bowen stated these are just our annual contracts that we sign with these entities for providing services to them. They go off of 2025's actual cost, so those numbers has been figured by finance and those are in your packet for tonight. I met with all the townships during the Safety and Human Resources Committee. There's no issues with that. I was requested to go to Harrison Township just because they had some members absent that night. I met with them and there are no issues. I would ask for suspension on this because it does come due April 1st. so we will not have time for the three reads from our end. Durham replied thanks Chief.

Motion: McBride Second: Weaver
To suspend the rule requiring three reads of Resolution No. 004-26
Roll call vote on the above motion
Yea- McBride, Schwab, Durham, Cordes, Weaver, Wolff
Nay-

Yea-6, Nay-0. Motion Passed

Roll Call vote to pass Resolution No. 004-26 under Suspension and Emergency
Yea- McBride, Schwab, Durham, Cordes, Weaver, Wolff

Nay-

Yea-6, Nay-0. Motion Passed

Resolution No. 005-26- MAN Unit

Council President Durham read by title Resolution No. 005-26, A Resolution authorizing a contribution to the MAN Unit in and for the Year 2026 from the ONEOHIO Recovery Foundation Fund; and Declaring an Emergency

Motion: Schwab Second: Wolff
to approve First read of Resolution No. 005-26

Sclair stated this is the contribution that was discussed when Chief Legg invited the MAN Unit to discuss the programs that Nicole Ferguson does, which we have found to be a suitable program for these monies that have been in the fund for a number of years now waiting for the right project to use them for. We currently have \$33,000 in that fund that's received as part of the opioid settlement. We would like to use the \$30,000 with \$3,000 remaining for any possible future uses.

Roll call vote on the above motion
Yea- McBride, Schwab, Durham, Cordes, Weaver, Wolff

Nay-

Yea-6, Nay-0. Motion Passed

Second Reading of Ordinances and Resolutions-None

Third Reading of Ordinances and Resolutions- None

Good of the City (Discussion/Action)

Approval of the Power Supply Cost Adjustment Factor for March 2026 as PSCA 3-month averaged factor \$0.02118 and JV2 \$0.039699

Sclair stated this is our monthly approval of the three-month rolling average for power supply costs. You'll see as we noted last month this is slightly higher than we have seen due to the severe winter weather. Garringer, do you have anything? Garringer replied no, unless you have questions.

Motion: Schwab Second: Wolff
To Approve the Power Supply Cost Adjustment Factor for March 2026 as PSCA 3-month averaged factor \$0.02118 and JV2 \$0.039699

Roll call vote on above motion
Yea- McBride, Schwab, Durham, Cordes, Weaver, Wolff

Nay-

Yea-6, Nay-0. Motion Passed

to remain in the Maumee Valley East CHIP Consortium in order to submit an application to the Ohio Development Services Agency for CHIP funds for Program Year 2026 (Direct the Law Director to Draft Legislation)

Sclair stated this is a Maumee Valley Program run through the county where citizens of low income can look for funding to help make home improvements. My understanding through the City this program runs through our building and zoning. People can be referred to the program, which is like I said administered through the Maumee Valley Planning Organization.

Motion: McBride Second: Schwab
To direct the law director to draft legislation

Roll call vote on above motion

Yea- McBride, Schwab, Durham, Cordes, Weaver, Wolff

Nay-

Yea-6, Nay-0. Motion Passed

Recommended Council to participate in the Bright Mountain Solar Project

Sclair stated this was discussed in our Electric Committee meeting. AMP is who provides our power supply and is regularly looking for more opportunities for generation. This is a solar project that they have the opportunity to participate in Kentucky. It is Garringer's and I recommendation that Napoleon participates in this project. It would be a source of green energy for the city. We have lost the windmills in Bowling Green. Those have been decommissioned now, so this would be an addition of some green energy to add to our portfolio. Garringer, do you recall exactly percent? Garringer replied it'll be three megawatts. Sclair stated we think this would be helpful in peak shavings, especially during the summer time. Those solar panels would be hard at work in Kentucky in the summer. It's a good opportunity for us. Durham stated my only concern during the committee meeting was this is a 25 year agreement essentially and obviously we need some electric supply stability. I think this offers a good solution, especially with the uncertainty with Prairie State. It's another way to kind of diversify our portfolio. I'm certainly in favor of it. That 25 years was a little scary, but I think now that I understand it better we're in a good place to move forward. Schwab asked are we locked in for the 25 years? Durham stated one of the questions I had during the committee meeting was is there an out option in the contract? Garringer replied I'm not sure if there's an out option on this. What we're doing is called a power purchase agreement. This would be an agreement that we would be a part of and buy the power from them. I know the charts hard to read, but we could share this with you. This is basically going to provide approximately 4% of our annual energy needs. This will fall in line. We have our base power load, which is Prairie State and the hydro. The next is intermediate loads and then this would be part of the peak load that we would have and more so in the summertime with that. You know it's not a lot. Its 4% possibly of our annual energy needs. It certainly would fill the gap for what we need. As for a specific out that's certainly a question that we could get answered for you before we make the final agreement. Sclair stated we did participate in a webinar last Thursday. I didn't hear that specific information, but. Garringer stated but the difference between ownership and a power purchase agreement. 25 years is a long time. Most likely when this expires I'm not going to be here as well as most of us in this room. You know, let's be honest with that. Once that agreements done we're not tied to replacing the solar panels or upgrading it at that point. This is why we do power purchase agreements, so we do not have the repairs and upkeeps of costs moving forward with that. We would lock in at a certain rate. Sclair replied that's right. When they're done producing, we're done paying for that agreement. We wouldn't be owners and we wouldn't be in charge of decommissioning all of that. Bialorucki stated so we lock in at a certain rate for the full 25 years, so we'll know what we're going to be paying. Sclair replied it's at 5 years. Durham stated 5 years 45 megawatt per hour. After that it jumps up to 60, I believe. Schwab asked do we know how this is going to produce as it is now. Are we going to be able to get the power that they're saying we're going to get from that. I guess back to the out part. If we're not getting for what we're signing up for. Garringer replied if it doesn't produce power then we don't pay anything for the power. That's where we don't have any upkeep or cost on it, so if it's like the solar panels that we have here in Napoleon that they may only produce in a 30 day period at 80% or 60% depending on our weather. If it doesn't produce power we don't buy that power. We not on the hook to buy a minimum amount per month or year with that. That's our safety on that aspect. Looking at the line chart in the

packet. The hedging on this, this is where it gets a little more complicated, you sell what's called recs. In Ohio the recs are like \$3.50. The recs in Virginia are around \$24. When you sell those recs we all gain back to that as a power purchase agreement member and even lowers our cost even more with that. This is not the only entity that we are associated with that we gain recs back. That's a common think in the AMP community. Weaver stated the 4% that we're allocated, is that based upon a ratio of the amount of electricity we're using versus the other municipalities within AMP. Is it an assumption that X number of municipalities will also be engaged in it. Garringer replied yes, there is a list that's out there that goes by the entities and it'll list the recommended up to megawatts. So, a place like Cleveland who's recommended to join this they're at up to 20 megawatts. Cuyahoga is at 20 and then it goes down from there. AMP's recommendation for us is 3 megawatts. We don't want more megawatts because we could possibly become what they call long on power, meaning we are purchasing more than we are using. Right now we are short on power of about, I'll say on 95% of our power meaning that we buy about 5% from the market on average. So, by adding this we don't want to add too much. That's part of what we pay AMP to do, which is look at our portfolio to make sure that we still fall within appropriate range of our power sources. They wouldn't recommend for example 20 megawatts because we wouldn't need that. If we're purchasing 20 megawatts we're going to end up selling that ourselves out on the market. We don't want to do that. McBride asked what are some of the prices that we're paying per megawatt from other sources. I see 65, but that doesn't give me much of a bearing. Garringer replied well you have your base power which is your cheapest. I'm not prepared to give you like \$10 or \$15. Your coal plants, natural gas plants are a little cheaper. Your hydro plants are a little bit more. The unfortunate things is a lot of your "green power" is some of your most expensive. McBride stated that's what I'm trying to get a bearing on in comparison to other sources. Garringer replied in some cases more than double, but again that's where you look at this as more peak shaving, so you wouldn't use it all the time or very little. Did I answer your question. I can get more for you. McBride stated if you could give me more information that would be great. Cordes stated peak shavings, do you understand that it reduces the costs for the whole month. McBride replied yep. Durham asked what are the next steps. Siclair replied we would draft legislation for the resolution, am I right Garringer. Garringer replied I believe we would have to direct the law director to draft the legislation. There's a deadline that's out there. We may have to ask for suspension, but I don't know if it would be during 1st or 2nd read. McBride stated I'm in favor of moving forward, but I'd like to get more background information on cost structure and buttoning up a little more of that if we could. Durham stated I know we obviously have a great relationship with AMP. I don't know if it would be possible to have someone from AMP come and speak to this either 1st or 2nd read. I'd have to think their insight would be super valuable. Green stated can I ask a question. Durham replied sure. Green stated I didn't hear you guys talk about it, maybe you talked about it in a previous committee too. Whose farm are we taking and once that 25 years is up does that solar panel just sit there and rot. Does that farmer get his farming area back or what happens. That would be a concern of mine. Durham replied sure. I know this project is in Kentucky. Siclair replied it's not owned by us, so all of the developer's agreements would be in whatever county they are in. Usually these agreements are 40 years, so 25 sounds kind of short. Then there are clauses for decommissioning to make sure escrow stays in place. We're very superficial on this. We're just purchasing our power here as one of the many generation projects that we participate in. I understand what she's saying and that has been an issue in Henry County for the last probably two years. That has been restricted, so at least in Henry County we don't have to worry about that. Cordes asked if there was a picture of the actual site on the front where it showed it was kind of on a mountain side. I don't know if that was it or not. Durham stated great question Green, it's certainly something to follow up on. Weaver stated if we participate, but some of the other municipalities choose not to, what does that mean for us. Siclair replied I think that's why there's a deadline, so AMP would need to have all of the participants in place to go forward with the purchase agreement. Then I would image it would go away if they don't have enough participation. Garringer stated keep in mind this is also not an AMP project. It's a power

purchase agreement that the ownership is not AMP. They would go to First Energy and ask them if they would want to purchase, so there's other energy entities out there that would also be a part of this. If we were allocated so much that we could sell to AMP's members. If they couldn't sell that much then I guess it would be open to other entities. Durham stated tonight we're just looking for a motion to direct the law director to draft legislation, so that we can continue the discussion with future reads. Siclair stated we'll have someone from AMP to come in and tell you about it better.

Motion: Wolff Second: Cordes
To direct the law director to draft legislation

Roll call vote on above motion
Yea- McBride, Schwab, Durham, Cordes, Weaver, Wolff
Nay-

Yea-6, Nay-0. Motion Passed

Recommended Council to keep the water rate flat for a year

Sicclair stated this was a result of our months long discussions in the Water and Sewer Committee along with BOPA and the Water Rate Review Commission. The recommendation that came out of that was to leave rates where they are for one additional year and then re-elevate next year based on some information that's come to light and some things that we can look at to have a little better understanding as we go forward. I believe Garringer would back me in saying that our reserves are healthy enough at this point that there's no cause for concern. Garringer replied I agree. I think for at least one more year, the water and sewer carry over balances will cover us for an additional year of 0% increase. However, this does stem the discussion that will be moving to be discussed later on in our Finance and Budget Committee meetings. That would be if we want to have a minimum of carryover balances before we would say look at or enact rates. For the one year, we'll be okay. Durham stated any time we don't have to increase rates is a good thing, so I was happy with the decision from the commission and the BOPA. McBride stated I appreciated Garringer. There was a lot of emails going back and forth. Garringer provided a lot of information and that committee really dug in on where we were sitting financially, where rates have been historically. Just a lot of work from citizens who were on that committee, so I appreciate all their insight as well.

Motion: McBride Second: Cordes
To approve keeping the water rate flat for a year

Roll call vote on above motion
Yea- McBride, Schwab, Durham, Cordes, Weaver, Wolff
Nay-

Yea-6, Nay-0. Motion Passed

Recommended Council to hold sewer rates for a year

Sicclair stated this is the same story minus the Water Rate Review Commission. The BOPA and Water & Sewer Committee had similar conversations about our sewer future and believe that it's also healthy enough to sustain another year of flat rate and then reevaluate next year.

Motion: Schwab Second: Wolff
To approve holding sewer rates for a year

Roll call vote on above motion
Yea- McBride, Schwab, Durham, Cordes, Weaver, Wolff

Nay-

Yea-6, Nay-0. Motion Passed

First Quarter Budget Adjustments (Finance and Budget Committee meets on March 23, 2026)(Direct the Law Director to Draft Legislation)

Garringer stated we're asking for council to ask the law director to enact the legislation following next Finance and Budget meeting. We typically do this every quarter. We try to get ahead of it and allow the law director to have this prepared, so that the legislation would come to the first council in April.

Motion: Wolff Second: Weaver

To direct the law director to draft legislation

Roll call vote on above motion

Yea- McBride, Schwab, Durham, Cordes, Weaver, Wolff

Nay-

Yea-6, Nay-0. Motion Passed

Waste Water Treatment Plant Assistant Superintendent Position and pay scale layout

Sclair stated this was a position addition that was brought to Safety and Human Resources last month to discuss and receive approval. This matter was first discussed when the assistant water treatment plant position was created. The plan was to mirror the structure of the department in the wastewater. I think through the process of changing a couple of city managers it kind of got pushed to the backburner. This is just an opportunity to bring it to the forefront. We had a job description that was written specifically for the assistant position and a pay scale was actually approved in the previous budget. Superintendent Okuley is here if you have any questions. I think it's the right thing to do. Durham asked Okuley if he had anything to add. Okuley stated I think she summed it up pretty well a couple of years ago they created a new position at the water plant and planned to do the same thing at the wastewater plant.

Motion: Schwab Second: Wolff

To approve the Waste Water Treatment Plant Assistant Superintendent Position and pay scale layout

Roll call vote on above motion

Yea- McBride, Schwab, Durham, Cordes, Weaver, Wolff

Nay-

Yea-6, Nay-0. Motion Passed

to accept a \$125.00 donation to the Fire Department

Sclair stated I believe this is a family donation in gratitude. Bowen replied in memory of. Typically when someone passes away they have an in lieu of flowers you can make a donation to ZYX origination a lot of times our fire department gets named in that and this was a pool of checks that came in that persons honor. Durham stated it looks like, based off the note, that we helped the transport of this person. Bowen replied that's typically what happens. We usually run into these folks quite a few times in their final years of life and then they always want to give back.

Motion: Wolff Second: Weaver

To accept a \$125.00 donation to the Fire Department

Roll call vote on above motion

Yea- McBride, Schwab, Durham, Cordes, Weaver, Wolff

Nay-

Yea-6, Nay-0. Motion Passed

Durham stated that has been accepted and thank you to these families. We're sorry for your loss, but we do appreciate the donation to the fire department.

Around the Table

Garringer- I have two items. One is just a question that came about doing a little research. The solar field is approximately 805 acres comprised of multiple tracks of reclaimed mine land, so it was not taken from any farm. It was land used and otherwise no longer being used for that. The other thing that I just have is that at the end of February we got news for the City of Napoleon. We were awarded from the Government Financial Offices Association of the United States and Canada (GFOA) certificate of achievement for excellence in financial reporting to the City of Napoleon for its annual comprehensive financial report for the fiscal year ending December 31, 2024. We received the state award and then it coincide after the GFOA was able to re-review our CAFR. So, kudos to my staff for all their hard work. Durham replied thank you too. We appreciate the work that you do.

McBride- Nothing for me.

Schwab- Nothing for me.

Bialorucki- I just want to thank all of our departments that responded to the multiple calls due to high winds this weekend. I'm sure police, fire, operations and maybe electric was called a couple times. I heard some of those calls and I know all weekend we had an on call person that was getting called quite a bit. On the other side, I have some friends who live in the Toledo area who said that their power went out on Friday and as of last night they still didn't have power. It just goes to show what our electric department does all year, trimming trees, replacing poles and doing all those things. We may have had some outages, but not significant whatsoever.

Cordes- Nothing for me.

Weaver-Finance and Budget will be at 5:30pm on the 23rd.

Wolff- Thank you to you guys who come and share your questions, concerns and ideas with us. I think it's really important and its one of the reasons why I wanted to be on council because this is what makes the city go round. Thank you.

Johnson- Nothing to add. Thank you.

Sicclair- Just a reminder to all of our elected officials that your financial disclosure with the ethics commission is coming up. It's due May 5th. There's a \$35.00 charge. If you turn that in we'll take care of that. The AMP Board meeting is this week, so I will be out Wednesday, Thursday and Friday. Just a quick update to the HR position that has closed and were in the process of screening applications now.

Durham- Nothing else to add. I'll echo what Wolff said we really do appreciate the feedback and some of us may be on nosy neighbors too and we see the feedback that is posted there. It does not go unnoticed.

Executive Session (to consider the purchase of property).

Motion: Schwab Second: Wolff
To enter executive session to consider the purchase of property at 8:07 pm.

Roll call vote on above motion
Yea- McBride, Schwab, Durham, Cordes, Weaver, Wolff
Nay-
Yea-6, Nay-0. Motion Passed

Motion: Wolff Second: Cordes
To end executive session to consider the purchase of property at 8:22 pm.

Roll call vote on above motion
Yea- McBride, Schwab, Durham, Cordes, Weaver, Wolff
Nay-
Yea-6, Nay-0. Motion Passed

Durham stated no action taken.

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.)

Adjournment

Motion:Second:
To adjourn the City Council meeting at 8:23 pm.

Roll call vote on above motion
Yea- McBride, Schwab, Durham, Cordes, Weaver, Wolff
Nay-
Yea-6, Nay-0. Motion Passed

Approved

J. Ross Durham, Council President

Joe Bialorucki, Mayor

Marrisa Flogaus, Acting Clerk

ORDINANCE NO. 006-26

AN ORDINANCE CREATING THE NON-BARGAINING POSITION OF ELECTRIC LINE FOREMAN FOR THE CITY OF NAPOLEON, OHIO; AND DECLARING AN EMERGENCY

WHEREAS, Council previously adopted Ordinance No. 050-25, creating a 2026 Classification Pay Plan for its non-bargaining employees; and,

WHEREAS, Council now desires to create the non-bargaining position entitled “Electric Line Foreman” for the City of Napoleon, Ohio effective from February 26, 2026; **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 had previously established a new 2026 Position Classification Pay Plan for its non-bargaining employees, Ordinance No. 050-25 passed by Council on December 16, 2025.

Section 2. That, this Council desires to create a new position, pursuant to Article II, Section 2.14 of the Charter of the City of Napoleon, entitled “Electric Line Foreman” for the City of Napoleon, Ohio.

Section 3. That, said position is hereby created and established in and for the City of Napoleon and shall be considered a non-bargaining, fulltime regular employee having an hourly, non-exempt status. The position herein created shall not be entitled to or receive longevity pay.

Section 4. That, the pay rate for the Electric Line Foreman shall be set by the Position Classification Pay Plan for the employees of the City of Napoleon, Ohio, based on an hourly pay period and shall be effective upon the passage of this Ordinance No. 006-26. Exhibit A is attached hereto and incorporated herein, reflecting pay scales for City of Napoleon non-bargaining employees.

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 the proper payment of City employees; 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 continue charging the appropriate rates in a timely manner, and for further reasons as stated in the Preamble hereof.

Exhibit A

<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	\$22.14
Administrative Assistant	\$20.40	\$23.54	\$25.28	\$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	\$28.10	\$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	\$18.40	\$21.10	\$22.70	\$24.50
Utility Billing Administrator	\$20.89	\$24.05	\$25.76	\$30.61
Senior Account Clerk	\$20.40	\$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	\$32.57
Staff Engineer	\$27.74	\$29.68	\$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	\$37.81	\$39.01
Electrical Construction/Maintenance Inspector	\$32.94	\$35.25	\$37.72	\$40.36
Electric Line Foreman	\$39.86	\$42.65	\$45.64	\$48.84
Zoning Administrator	\$24.76	\$28.54	\$30.68	\$32.94
Assistant Water Superintendent	\$38.31	\$39.46	\$40.57	\$41.86
Chief Water Treatment Operator	\$26.64	\$30.68	\$32.83	\$37.13
Chief Wastewater Treatment Operator	\$26.64	\$30.08	\$32.83	\$37.13
Police Lieutenant	\$40.24	\$41.36	\$42.44	\$43.56
Deputy Court Clerk	\$19.78	\$21.53	\$23.10	\$24.75
Chief Probation Officer	\$23.89	\$0.00	\$0.00	\$26.40
IT Specialist	\$24.76	\$28.54	\$30.68	\$32.94
Probation Officer/Bailiff	\$17.91	\$19.07	\$20.22	\$21.38
Facility Manager/Recreation Pro. Coord.	\$22.33	\$24.12	\$26.11	\$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

Passed: _____

J. Ross Durham, Council President

Approved: _____

Joseph D. Bialorucki, Mayor

VOTE ON PASSAGE _____ Yea _____ Nay _____ Abstain

Attest:

Marrisa Flogaus, acting Clerk of Council

I, Marrisa Flogaus, acting Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Ordinance No. 006-26 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the _____ day of _____, 2026; & I further certify the compliance with rules established in Chapter 103 of the Codified Ordinances of Napoleon Ohio and the laws of the State of Ohio pertaining to Public Meetings.

Marrisa Flogaus, acting Clerk of Council

CITY OF NAPOLEON, OHIO

RESOLUTION NO. 007-26

**TO APPROVE THE FORM AND AUTHORIZE THE EXECUTION OF
BRIGHT MOUNTAIN SOLAR SCHEDULE WITH
AMERICAN MUNICIPAL POWER, INC.
AND TAKING OF OTHER ACTIONS IN CONNECTION THEREWITH**

WHEREAS, the City of Napoleon, Ohio (“Municipality”) owns and operates an electric utility system for the sale of electric capacity and associated energy for the benefit of its customers; and

WHEREAS, in order to satisfy the electric capacity and energy requirements of its electric utility system, Municipality has heretofore purchased, or desires to purchase in the future, economical, reliable and environmentally sound capacity and energy and related services from, or arranged by, American Municipal Power, Inc. (“AMP”), of which Municipality is a Member; and

WHEREAS, AMP is a nonprofit corporation, organized to own and operate facilities, or to provide otherwise, for the generation, transmission or distribution of electric capacity 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 political subdivisions that operate, or whose members operate, municipal electric utility systems; and

WHEREAS, Municipality, acting individually, and through AMP with other political subdivisions of this and other states that own and operate electric utility systems jointly, endeavors to arrange for reliable, environmentally sound and reasonably priced supplies of electric capacity and energy and related services for ultimate delivery to its customers; and

WHEREAS, it is efficient and economical to act jointly in such regard; and

WHEREAS, Municipality has previously entered into a Master Services Agreement with AMP, AMP Contract No. Blue Mountain Solar Schedule (the “MSA”), which contemplates that Municipality may enter into various schedules for the provision of capacity and associated energy and related services from AMP to Municipality; and

WHEREAS, certain Members, including Municipality, have determined that they can utilize additional sources of reliable and economical generated electric capacity and energy on a long-term basis, and have requested that AMP arrange for the same by acquiring interests through a purchased power agreement (PPA) in certain energy facilities; and

WHEREAS, in furtherance of this purpose, AMP has entered into a purchase power agreement (“Bright Mountain PPA”) with Bright Mountain, LLC (the “Developer”) under the terms of which AMP will purchase and Developer will supply and sell up to 80 MWac of capacity and associated energy and environmental attributes from the Bright Mountain generation project located in Perry County, Kentucky for a period of up to twenty-five (25) years; and

WHEREAS, it is necessary and desirable for Municipality to enter into a schedule to the MSA to provide for an additional source of capacity, energy and environmental attributes; and

WHEREAS, through approval and execution of the Bright Mountain Solar Schedule authorized below, Members now have the right, but not the obligation, to authorize and request AMP to acquire capacity and energy through the Bright Mountain PPA; and

WHEREAS, prior to the adoption of this Resolution No. 007-26 AMP has (i) informed Municipality of the terms of the Bright Mountain Solar Schedule; (ii) provided Municipality the opportunity to review the anticipated form of the Bright Mountain PPA; and (iii) offered representatives of Municipality the opportunity to ask such questions, review data and reports, conduct inspections and otherwise perform such investigations with respect to, as applicable, the acquisition of capacity and energy and the terms and conditions of the Bright Mountain Solar Schedule authorized below as Municipality deems necessary or appropriate in connection herewith; and

WHEREAS, Municipality requests and authorizes AMP to explore an arrangement whereby AMP may prepay all or a portion of AMP's obligations to purchase energy, capacity and environmental attributes at some point during the term of the Bright Mountain PPA and finance the prepayment on behalf of Municipality through the issuance of bonds by AMP in order to achieve additional savings on the capacity, energy and environmental attributes derived from the Bright Mountain PPA that AMP can pass through to Municipality (“Prepay Agreement”) subject to the additional requirements set forth in the Bright Mountain Solar Schedule.

WHEREAS, after due consideration, Municipality has determined it is reasonable and in its best interests to proceed as authorized herein below and requests and authorizes AMP to acquire capacity and energy from the Developer upon the terms and conditions set forth in the Bright Mountain PPA.

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

SECTION 1. That the Bright Mountain Solar Schedule between Municipality and AMP, substantially in the form attached hereto or on file with the Clerk, including Exhibits thereto, is approved, and the Authorized Representative of Municipality, identified below, is hereby authorized to execute and deliver the Bright Mountain Solar Schedule with such changes as the Authorized Representative may approve as neither inconsistent with this Resolution No. 007-26 nor materially detrimental to the Municipality, his or her execution of the Bright Mountain Solar Schedule to be conclusive evidence of such approval. For purposes of this Resolution No. 007-26, Municipality's Authorized Representative is Lori Sicclair, City Manager.

SECTION 2. That the Authorized Representative is hereby authorized to (i) acquire under the Bright Mountain Solar Schedule, authorized above, a Contract Amount as defined in that Schedule of up to 3 MW, without bid, and (ii) make any determinations and approvals required thereunder, if any, as the Authorized Representative shall deem necessary and advisable.

SECTION 3. If any section, subsection, paragraph, clause or provision or any part thereof of this Resolution No. 007-26 shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Resolution shall be unaffected by such adjudication and all the remaining provisions of this Resolution 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 4. That this Resolution No. 007-26 shall take effect at the earliest date allowed by law.

SECTION 5. That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution No. 007-26 were taken in conformance with applicable open meetings laws and that all deliberations of this Council and of any committees that resulted in those formal actions were in compliance with all legal requirements including any applicable open meetings requirements.

(Please contact AMP's General Counsel to discuss any changes to this draft.)

RESOLUTION NO. 008-26

**A RESOLUTION AUTHORIZING THE CITY OF NAPOLEON TO
REMAIN IN THE MAUMEE VALLEY EAST CHIP CONSORTIUM IN
ORDER TO SUBMIT AN APPLICATION FOR THE FISCAL YEAR 2026
COMMUNITY HOUSING IMPROVEMENT PROGRAM (CHIP) FUNDS
TO THE OHIO DEVELOPMENT SERVICES AGENCY; AND
DECLARING AN EMERGENCY**

WHEREAS, under the provisions of Title I of the Housing and Community Development Act of 1974, as amended to date, the Ohio Development Services Agency (ODSA), Office of Community Development, is authorized to provide financial assistance to units of general local government for undertaking and carrying out Community Development activities; and,

WHEREAS, it is provided in such Act that the unit of general local government shall provide a satisfactory assurance prior to submission of its application, that has: (a) provided citizens with adequate information concerning the amount of funds available for proposed community development and housing activities, the range of activities that may be undertaken, and other important program requirements; (b) held two (2) public hearings to obtain the views of citizens on community development and housing needs; and (c) provided citizens with an adequate opportunity to participate in the development of the application; and,

WHEREAS, it is desirable and in the public interest that the City of Napoleon, Ohio (hereinafter referred to as the "City"), undertake and carry out community development activities and make available funds for said undertakings; and,

WHEREAS, the members of the City Council have general knowledge of the proposed uses of such funds and are cognizant of the conditions that are imposed in the undertaking and carrying out community development activities and undertaken with federal financial assistance under Title I, including those prohibiting discrimination because of race, color, creed, sex or national origin; and,

WHEREAS, the members of the City Council desire for the City of Napoleon to remain in the Maumee Valley East CHIP Consortium, as previously approved by the unanimous passage of Resolution No. 035-14 on May 19, 2014, Res. No. 022-18 on April 16, 2018, Res. No. 021-20 on June 1, 2020, Res. No. 036-22, on June 20, 2022, Res. No. 019-24 on June 17, 2024, and this Resolution No. 008-26, on and agree that the Henry County Board of Commissioners are the Lead Entity or Grantee representative of the Maumee Valley East CHIP Consortium; **Now Therefore**,

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

Section 1. That, the Council of the City of Napoleon hereby approves filing an application for financial assistance under the Small Cities Community Development Block Grant Community Housing Improvement Program in the year 2026.

Section 2. That, this Council authorizes the City Manager, as official representative of the City of Napoleon, to participate in the State of Ohio, Development Services Agency, Small Cities Community Development Block Grant Community Housing Improvement Program; moreover, upon approval of the City's application, to provide all information and

documentation required in said application for submission and to execute all documents related thereto.

Section 3. That, this Council authorizes the City of Napoleon through the authorized representative to enter into the Maumee Valley East CHIP Consortium.

Section 4. That, the Council of the City of Napoleon hereby understands and agrees that participation in the program will require compliance with program guidelines and assurances.

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 further reason that this legislation must be in effect at the earliest possible time to be eligible to receive funds related to housing; such essential to public peace, health, and safety; therefore, provided it receives the required number of votes for passage as emergency legislation, it shall be in full force and effect at the earliest time permitted by law. Further, the Emergency Clause is necessary to submit the application 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:

Marrisa Flogaus, Acting Clerk of Council

I, Marrisa Flogaus, Acting Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Resolution No. 008-26 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the _____ day of _____, 2026; & I further certify the compliance with rules established in Chapter 103 of the Codified Ordinances of Napoleon Ohio and the laws of the State of Ohio pertaining to Public Meetings.

Marrisa Flogaus, Acting Clerk of Council

ORDINANCE NO. 009-26

AN ORDINANCE SUPPLEMENTING THE ANNUAL APPROPRIATION MEASURE (SUPPLEMENT NO. 1) FOR THE YEAR 2026; AND DECLARING AN EMERGENCY

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

Section 1. That, the annual appropriation measure passed in Ordinance No. 046-25 for the fiscal year ending December 31, 2026 shall be supplemented (Supplement No. 1) as provided in Exhibit A, attached hereto and made a part hereof.

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

Section 3. That, if any other prior Ordinance or Resolution is found to be in conflict with this Ordinance, then the provisions of this Ordinance shall prevail. Further, if any portion of this Ordinance is found to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof.

Section 4. That, this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health or safety of the City and its inhabitants, and for the further reason that this legislation must be in effect at the earliest possible time because this Ordinance provides for appropriations for the current expenses of the City which are related to public peace, health or safety; therefore, provided it receives the required number of votes for passage as emergency legislation, it shall be in full force and effect immediately upon its passage; otherwise, it shall be in full force and effect at the earliest time permitted by law. Further, the Emergency Clause is necessary to be in effect at the earliest possible time to allow for proper payment of current expenses, and for further reasons as stated in the Preamble hereof.

Passed: _____
J. Ross Durham, Council President

Approved: _____
Joseph D. Bialorucki, Mayor

VOTE ON PASSAGE _____ Yea _____ Nay _____ Abstain

Attest:

Marrisa Flogaus, Acting Clerk of Council

I, Marrisa Flogaus, Acting Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Ordinance No. 009-26 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the _____ day of _____, 2026; & I further certify the compliance with rules established in Chapter 103 of the Codified Ordinances Of Napoleon Ohio and the laws of the State of Ohio pertaining to Public Meetings.

Marrisa Flogaus, Acting Clerk of Council

2026 APPROPRIATION BUDGET - SUPPLEMENTAL #1

ORDINANCE No. 009-26

<u>Supplemental #1</u>	<u>PERSONAL SERVICES</u>	<u>OTHER</u>	<u>TOTAL</u>	<u>2026 FUND TOTAL</u>
Fund 100 General				
100.1900.52010 Memberships and Dues		\$1,300.00		
<i>Reason: Nothing or not enough was budgeted at the beginning of the year</i>			\$1,300.00	\$1,300.00
Fund 253 OneOhio				
253.2100.53441 Prevention and Education		\$28,300.00		
<i>Reason: Increase to budget enough to cover the \$30K donation to the MAN Unit</i>			\$28,300.00	\$28,300.00
Fund 300 General Bond Retirement				
300.9900.59300 TR-All Funds		\$16,894.48		
<i>Reason: This is to zero out the fund since the debt is now paid in full.</i>			\$16,894.48	\$16,894.48
Fund 400 Capital Improvement				
400.1700.57200 Buildings and Improvement		\$1,200.00		
400.9900.59470 Transfer to 130 Economic Development Fund		\$10,000.00		
<i>Reason: Survey of lot 10 Plat T5N-R6E.</i>				
<i>Nothing was budgeted at the beginning of the year</i>			\$11,200.00	\$11,200.00
TOTAL FUNDS	\$0.00	\$57,694.48	\$57,694.48	\$57,694.48

ORDINANCE NO. 010-26

AN ORDINANCE AUTHORIZING THE FINANCE DIRECTOR TO MAKE APPROPRIATION TRANSFERS (TRANSFER OF APPROPRIATION 1) FROM ONE APPROPRIATION LINE ITEM TO ANOTHER APPROPRIATION LINE ITEM PURSUANT TO ORC. SECTION 5705.40 FOR THE FISCAL YEAR ENDING DECEMBER 31, 2026 AS LISTED IN EXHIBIT A; AND DECLARING AN EMERGENCY

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

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

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

Section 1. That, pursuant to Section 5705.40 of the Ohio Revised Code, and this Ordinance No. 010-26, the Finance Director is hereby authorized and directed to transfer from one appropriation item to another, in the Fiscal Year ending December 31, 2026, as listed in Exhibit A, attached hereto and made a part hereof.

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

Section 3. That, if any other prior Ordinance or Resolution is found to be in conflict with this Ordinance, then the provisions of this Ordinance shall prevail. Further, if any portion of this Ordinance is found to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof.

Section 4. That, this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health or safety of the City and its inhabitants, and for the further reason that this legislation must be in effect at the earliest possible time to assure the prompt and efficient conduct of the municipal operations related to public peace, health or safety of the City; therefore, provided it receives the required number of votes for passage as emergency legislation, it shall be in full force and effect immediately upon its passage; otherwise, it shall be in full force and effect at the earliest time permitted by law. Further, the Emergency Clause is necessary to be in effect at the earliest possible time to allow for proper payment of current expenses, and for further reasons as stated in the Preamble hereof.

Passed: _____

J. Ross Durham, Council President

Approved: _____

Joseph D. Bialorucki, Mayor

VOTE ON PASSAGE ____ Yea ____ Nay ____ Abstain

Attest:

Marrisa Flogaus, Acting Clerk of Council

I, Marrisa Flogaus, Acting Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Ordinance No. 010-26 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the _____ day of _____, 2026; & I further certify the compliance with rules established in Chapter 103 of the Codified Ordinances Of Napoleon Ohio and the laws of the State of Ohio pertaining to Public Meetings.

Marrisa Flogaus, Acting Clerk of Council

FISCAL YEAR ENDING 2026- TRANSFER OF APPROPRIATION (No. 1)**Ordinance Number:** 010-26

	<u>Amount Requested</u>	<u>Amount Received</u>
FROM : 100.1370.52000 Travel, Training	(1,100.00)	
TO : 100.1370.53810 Legal Advertising		1,100.00
<i>Reason: To post various positions not expected. Law, HR and others</i>		
FROM : 100.1370.56000 Misc. Operating Cost	(700.00)	
TO : 100.1370.53810 Legal Advertising		700.00
<i>Reason: To post various positions not expected. Law, HR and others</i>		
FROM : 200.5100.54200 Supplies - Operating Materials	(2,000.00)	
TO : 200.5100.54300 Supplies - Vehicle Parts/Supplies		2,000.00
<i>Reason: Tire Changer purchase for the Central Garage</i>		
FROM : 220.4100.56900 Undefined Contingencies	(2,000.00)	
TO : 220.4400.54300 Cnt. Maintenace - Equipment		2,000.00
<i>Reason: Unexpected repairs to the Slope Mower</i>		
FROM : 220.4400.54200 Supplies - Operating Materials	(2,000.00)	
TO : 220.4400.54300 Supplies - Vehicle Parts/Supplies		2,000.00
<i>Reason: Tire Changer purchase for the Central Garage</i>		
FROM : 437.6210.57700 Water Improvements	(10,000.00)	
TO : 437.5100.57500 Street Improvements		10,000.00
<i>Reason: Not enough budgeted in this line item</i>		
FROM : 500.6110.56900 Undefined Contingencies	(4,000.00)	
TO : 500.6110.54300 Supplies - Vehicle Parts/Supplies		4,000.00
<i>Reason: Tire Changer purchase for the Central Garage</i>		
	-----	-----
Total Transfer of Appropriation	(21,800.00)	21,800.00

RESOLUTION NO. 011-26

A RESOLUTION AUTHORIZING THE FINANCE DIRECTOR TO TRANSFER CERTAIN FUND BALANCES (TRANSFER NO. 1) FROM RESPECTIVE FUNDS TO OTHER FUNDS PURSUANT TO ORC. SECTION 5705.14 ON AN AS NEEDED BASIS IN FISCAL YEAR 2026, AS 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 Section 5705.14 of the ORC and this Resolution No. 011-26, the Finance Director is hereby authorized and directed to transfer monies, transfer number 1, among the various funds on an as needed basis in Fiscal Year 2026 as listed in Exhibit A attached hereto and 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 transfer the funds in a timely manner, 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:

Marrisa Flogaus, Acting Clerk of Council

I, Marrisa Flogaus, Acting Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Resolution No. 011-26 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the _____ day of _____, 2026; & I further certify the compliance with rules established in Chapter 103 of the Codified Ordinances Of Napoleon Ohio and the laws of the State of Ohio pertaining to Public Meetings.

Marrisa Flogaus, Acting Clerk of Council

2026 TRANSFER OF FUNDS - No. 1

Ordinance 011-26

FROM: 300.9900.59300 Transfer to 400 Capital Fund <i>Purpose: To move funds back to the Capital Fund since the debt is paid in full.</i>	TO: 400.0000.49900	AMOUNT \$16,894.48
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FROM: 400.9900.59470 Transfer to 130 Economic Development Fund <i>Purpose: To move funds for the new City Economic Development Program</i>	TO: 130.0000.49900	AMOUNT \$10,000.00
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RESOLUTION NO. 005-26

**A RESOLUTION AUTHORIZING A CONTRIBUTION TO THE
MAN UNIT IN AND FOR THE YEAR 2026 FROM THE ONEOHIO
RECOVERY FOUNDATION FUND; AND DECLARING AN
EMERGENCY**

WHEREAS, this Council desires to and has determined to financially assist the MAN Unit with drug addiction education expenses in the year 2026; **Now Therefore**,

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

Section 1. That, the City Finance Director is directed and authorized to pay to the MAN Unit the amount of thirty thousand dollars (\$30,000) in and for the year 2026 for drug addiction education expenses. The amounts contributed herein are deemed by this Council to be a proper public expenditure of public funds, and are to be allocated from the OneOhio Recovery Foundation Fund.

Section 2. That, the monies contributed as found in Section 1 of this Resolution shall be used for drug addiction education expenses incurred by the MAN Unit.

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 from the OneOhio Recovery Foundation Fund.

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

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

Section 6. That, this Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health or safety of the City and its inhabitants, and for the further reason that this legislation must be in effect at the earliest possible time to allow for 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. 005-26 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the _____ day of _____; 2026; & 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



March 10, 2026

**NAPOLEON CITY COUNCIL
ATTN CLERK
PO BOX 151
NAPOLEON, OH 43545**

**NOTICE TO LEGISLATIVE AUTHORITIES
Objections to Renewal of a Retail Liquor Permit**

Dear Clerk of Legislative Authority:

All Class C and D retail permits that sell alcoholic beverages in your political subdivision will expire on **June 1, 2026**. Every retail permit holder must timely file an online renewal application with the Division to maintain their permit privileges and ability to sell alcoholic beverages.

Ohio Revised Code Section 4303.271(B) provides the legislative authority with the right to object to the renewal of a retail permit and to request a hearing. This is your only opportunity to object to the renewal of problematic liquor permit premises in your community.

To register a valid objection with the Division of Liquor Control and request a hearing, the legislative authority **MUST** pass a resolution that specifies the problems at the liquor permit premises and the legal grounds for the objection as set forth in Ohio Revised Code Section 4303.292(A). We suggest that a separate resolution be passed for each permit premises. The Chief Legal Officer of your political subdivision **MUST** submit a statement with the resolution that, in their opinion, the objection is based on substantial legal grounds within the meaning and intent of Ohio Revised Code Section 4303.29(A).

The resolution and Chief Legal Officer's statement must be emailed to liquorlegal@com.ohio.gov or mailed to the Division of Liquor Control, Attn: Legal Section, 6606 Tussing Road, P.O. Box 4005, Reynoldsburg, Ohio 43068-9005 and postmarked no later than **May 4, 2026.**

You can find retail permit holders within your jurisdiction by going to com.ohio.gov/liquorinfo and selecting the "All Permits" tab. Use the search slicers to select the "issued, issued-pending transfer" status, the classes (C/D), and your taxing district number in the report. You can also contact your local law enforcement agency in case it has any information that can help you decide whether to object and request a hearing. For more information on other ways to deal with problem establishments, including a copy of this letter, go to com.ohio.gov/govhelp.

If you decide not to object to any permit premises within your jurisdiction, then no response is needed. The Division will process non-objected to renewal applications as appropriate.

If you have questions, please contact the Legal Section at liquorlegal@com.ohio.gov. For more information, sign up for our emails at com.ohio.gov/stayinformed.

DOLC Licensing and Legal Sections

Permit Number	Permit Name	DBA	Class	Class Issue Status	Date Of Action	Street1	Street2	City	State	Zip	City/Twp of Premises	County	Agency Number	Quota Exempt Class	Site Location Vote
0071820	AESE ENTERPRISES LLC	DBA SPENGLERS 1ST FL & BSMT & PATIO	D2	TRANSFERRED	10/16/2023	713 N PERRY ST		NAPOLEON	OHIO	43545	NAPOLEON	HENRY	00635	NOT A QUOTA EXEMPT CLASS	NO
0071820	AESE ENTERPRISES LLC	DBA SPENGLERS 1ST FL & BSMT & PATIO	D2X	TRANSFERRED	10/16/2023	713 N PERRY ST		NAPOLEON	OHIO	43545	NAPOLEON	HENRY	00635	NOT A QUOTA EXEMPT CLASS	NO
0071820	AESE ENTERPRISES LLC	DBA SPENGLERS 1ST FL & BSMT & PATIO	D3	TRANSFERRED	10/16/2023	713 N PERRY ST		NAPOLEON	OHIO	43545	NAPOLEON	HENRY	00635	NOT A QUOTA EXEMPT CLASS	NO
0090350300	AL POST0300 BERT G TAYLOR		D1	ISSUED		500 GLENWOOD AV SOUTHSIDE		NAPOLEON	OHIO	43545	NAPOLEON	HENRY		NOT A QUOTA EXEMPT CLASS	NO
0090350300	AL POST0300 BERT G TAYLOR		D4	ISSUED		500 GLENWOOD AV NORTHSIDE		NAPOLEON	OHIO	43545	NAPOLEON	HENRY	00635	NOT A QUOTA EXEMPT CLASS	NO
0166166	AMERICAN ROAD LLC	DBA PETRO 2 EXCLUDES QUIZNOS	C1	TRANSFERRED	6/11/2021	900 AMERICAN RD		NAPOLEON	OH	43545	NAPOLEON	HENRY		TRANSFER EXEMPT	NO
0166166	AMERICAN ROAD LLC	DBA PETRO 2 EXCLUDES QUIZNOS	C2	TRANSFERRED	6/11/2021	900 AMERICAN RD		NAPOLEON	OH	43545	NAPOLEON	HENRY		TRANSFER EXEMPT	NO
0166166	AMERICAN ROAD LLC	DBA PETRO 2 EXCLUDES QUIZNOS	D6	CANCELLED	6/9/2021	900 AMERICAN RD		NAPOLEON	OH	43545	NAPOLEON	HENRY		NOT A QUOTA EXEMPT CLASS	NO
01802513131	AMVETS POST1313		D5	FAILURE TO RENEW	8/19/2014	2250 N SCOTT ST & PATIO		NAPOLEON	OHIO	43545	NAPOLEON	HENRY	00635	NOT A QUOTA EXEMPT CLASS	NO
01802513131	AMVETS POST1313		D6	FAILURE TO RENEW	8/19/2014	2250 N SCOTT ST & PATIO		NAPOLEON	OHIO	43545	NAPOLEON	HENRY	00635	NOT A QUOTA EXEMPT CLASS	NO
03455840005	AZUL TEQUILA LLC		D5	TRANSFERRED	5/23/2014	601 E RIVERVIEW		NAPOLEON	OHIO	43545	NAPOLEON	HENRY	00635	NOT A QUOTA EXEMPT CLASS	NO
03455840005	AZUL TEQUILA LLC		D6	TRANSFERRED	5/23/2014	601 E RIVERVIEW		NAPOLEON	OHIO	43545	NAPOLEON	HENRY	00635	NOT A QUOTA EXEMPT CLASS	NO
0738464	BLACKWOOD CONSTRUCTION SERVICES LLC		D5	TRANSFERRED	3/4/2014	631 N PERRY ST 1ST FLR & BSMT		NAPOLEON	OH	43545	NAPOLEON	HENRY	00635	NOT A QUOTA EXEMPT CLASS	NO
0738464	BLACKWOOD CONSTRUCTION SERVICES LLC		D6	TRANSFERRED	3/4/2014	631 N PERRY ST 1ST FLR & BSMT		NAPOLEON	OH	43545	NAPOLEON	HENRY	00635	NOT A QUOTA EXEMPT CLASS	NO
08984010929	BPOE LODGE0929 NAPOLEON		D4	ISSUED		126 E CLINTON ST 1ST FL & BSMT		NAPOLEON	OHIO	43545	NAPOLEON	HENRY	00635	NOT A QUOTA EXEMPT CLASS	NO
08984010929	BPOE LODGE0929 NAPOLEON		D6	ISSUED	1/24/2018	126 E CLINTON ST 1ST FL & BSMT		NAPOLEON	OHIO	43545	NAPOLEON	HENRY	00635	NOT A QUOTA EXEMPT CLASS	NO
1026744	BROWNING INVESTMENTS LTD	DBA TOWN TAP	D5	FAILURE TO RENEW	8/13/2009	814 N PERRY ST 1ST FL & BSMT		NAPOLEON	OHIO	43545	NAPOLEON	HENRY	00635	NOT A QUOTA EXEMPT CLASS	NO
13139450230	CASEYS GENERAL STORE 4531		C2	Issued	3/17/2025	INDEPENDENCE DR.		NAPOLEON	OHIO	43545	NAPOLEON	HENRY	00635	NOT A QUOTA EXEMPT CLASS	NO
14285990095	CHIEF SUPER MARKET INC	DBA CHIEF SUPER MARKET 15	D1	ISSUED	3/7/2014	1247 SCOTT ST STE 300		NAPOLEON	OH	43545	NAPOLEON	HENRY		TRANSFER EXEMPT	NO
14285990095	CHIEF SUPER MARKET INC	DBA CHIEF SUPER MARKET 15	D2	ISSUED	3/7/2014	1247 SCOTT ST STE 300		NAPOLEON	OH	43545	NAPOLEON	HENRY		NOT A QUOTA EXEMPT CLASS	NO
14285990095	CHIEF SUPER MARKET INC	DBA CHIEF SUPER MARKET 15	D6	ISSUED	3/7/2014	1247 SCOTT ST STE 300		NAPOLEON	OH	43545	NAPOLEON	HENRY		NOT A QUOTA EXEMPT CLASS	YES
14285990095	CHIEF SUPER MARKET INC		D1 & D2	Issued	10/21/2024	1247 SCOTT ST		NAPOLEON	OH	43545	NAPOLEON	HENRY	00635	NOT A QUOTA EXEMPT CLASS	YES
1434213	CHINA DRAGON OF NAPOLEON LLC	DBA CHINA DRAGON	D5	ISSUED	9/19/2016	1415 N SCOTT		NAPOLEON	OHIO	43545	NAPOLEON	HENRY	00635	NOT A QUOTA EXEMPT CLASS	NO
1514162	CITY OF NAPOLEON	DBA NAPOLEON MUNICIPAL GOLF COURSE	D2	ISSUED	3/19/2024	521 GLENWOOD AVE		NAPOLEON	OHIO	43545	NAPOLEON	HENRY	00635	NOT A QUOTA EXEMPT CLASS	NO
1514162	CITY OF NAPOLEON	DBA NAPOLEON MUNICIPAL GOLF COURSE	D1	ISSUED	7/2/2012	521 GLENWOOD AVE		NAPOLEON	OH	43545	NAPOLEON	HENRY		MUNICIPAL GOLF COURSE OR STATE PARK	NO
3903329	CLARK J HOGAN	DBA HAWKS	C2	TRANSFERRED	8/12/1982	125 E MAUMEE AV		NAPOLEON	OHIO	43545	NAPOLEON	HENRY		NOT A QUOTA EXEMPT CLASS	NO
39033290005	CLARK J HOGAN	DBA HAWKS	C2	TRANSFERRED	12/12/2018	402 E WASHINGTON ST		NAPOLEON	OHIO	43545	NAPOLEON	HENRY		NOT A QUOTA EXEMPT CLASS	NO
39033290005	CLARK J HOGAN	DBA HAWKS	C2X	CANCELLED	7/25/1983	402 E WASHINGTON ST		NAPOLEON	OHIO	43545	NAPOLEON	HENRY		NOT A QUOTA EXEMPT CLASS	NO
39033290005	CLARK J HOGAN	DBA HAWKS	D1	TRANSFERRED	12/12/2018	402 E WASHINGTON ST		NAPOLEON	OHIO	43545	NAPOLEON	HENRY		NOT A QUOTA EXEMPT CLASS	NO
1883093	D & P PIZZA LLC	DBA TANOS PIZZA	C1	TRANSFERRED	10/4/2004	1320 WOODLAWN AV		NAPOLEON	OHIO	43545	NAPOLEON	HENRY		NOT A QUOTA EXEMPT CLASS	NO
1879645	D C S 5 STAR INC	DBA D C S FIVE STAR SALOON	D1	TRANSFERRED	3/17/2004	730 N PERRY ST 1ST FL		NAPOLEON	OHIO	43545	NAPOLEON	HENRY	00635	NOT A QUOTA EXEMPT CLASS	NO
1879645	D C S 5 STAR INC	DBA D C S FIVE STAR SALOON	D2	TRANSFERRED	3/17/2004	730 N PERRY ST 1ST FL		NAPOLEON	OHIO	43545	NAPOLEON	HENRY	00635	NOT A QUOTA EXEMPT CLASS	NO
1879645	D C S 5 STAR INC	DBA D C S FIVE STAR SALOON	D3	TRANSFERRED	3/17/2004	730 N PERRY ST 1ST FL		NAPOLEON	OHIO	43545	NAPOLEON	HENRY	00635	NOT A QUOTA EXEMPT CLASS	NO
1879645	D C S 5 STAR INC	DBA D C S FIVE STAR SALOON	D3A	TRANSFERRED	3/17/2004	730 N PERRY ST 1ST FL		NAPOLEON	OHIO	43545	NAPOLEON	HENRY	00635	NOT A QUOTA EXEMPT CLASS	NO
22348150205	DOLGEN MIDWEST LLC	DBA DOLLAR GENERAL STORE 3222	C1	ISSUED	8/4/2011	1400 N SCOTT ST		NAPOLEON	OH	43545	NAPOLEON	HENRY		NOT A QUOTA EXEMPT CLASS	NO
2445743	EDWIN JAMES SPIRITS LLC	DBA EDDIE JS GRILLE & PATIO	D5	ISSUED	4/27/2016	619 N PERRY ST 1ST FL & BSMT		NAPOLEON	OHIO	43545	NAPOLEON	HENRY	00635	NOT A QUOTA EXEMPT CLASS	NO
2445743	EDWIN JAMES SPIRITS LLC	DBA EDDIE JS GRILLE & PATIO	D6	ISSUED	4/27/2016	619 N PERRY ST 1ST FL & BSMT		NAPOLEON	OHIO	43545	NAPOLEON	HENRY	00635	NOT A QUOTA EXEMPT CLASS	NO
24654860005	EL MEXICO ANTIGUO CO	DBA EL MEXICO ANTIGUO	D5A	CANCELLED	10/26/2001	2395 N SCOTT ST		NAPOLEON	OHIO	43545	NAPOLEON	HENRY		NOT A QUOTA EXEMPT CLASS	NO
24654860005	EL MEXICO ANTIGUO CO	DBA EL MEXICO ANTIGUO	D6	CANCELLED	10/26/2001	2395 N SCOTT ST		NAPOLEON	OHIO	43545	NAPOLEON	HENRY		NOT A QUOTA EXEMPT CLASS	NO
2493939	EL MEXICO ESCONDIDO CORPORATION	DBA EL MEXICO ESCONDIDO	D5A	FAILURE TO RENEW	8/18/2006	2395 N SCOTT ST		NAPOLEON	OHIO	43545	NAPOLEON	HENRY	00635	NOT A QUOTA EXEMPT CLASS	NO
2493939	EL MEXICO ESCONDIDO CORPORATION	DBA EL MEXICO ESCONDIDO	D6	FAILURE TO RENEW	8/18/2006	2395 N SCOTT ST		NAPOLEON	OHIO	43545	NAPOLEON	HENRY	00635	NOT A QUOTA EXEMPT CLASS	NO
6085552	ELDOR & MARTHA MOHRING	DBA MOHRING CASH & CARRY	C1	TRANSFERRED	1/4/2006	734 S PERRY ST		NAPOLEON	OHIO	43545	NAPOLEON	HENRY		NOT A QUOTA EXEMPT CLASS	NO
6085552	ELDOR & MARTHA MOHRING	DBA MOHRING CASH & CARRY	C2	TRANSFERRED	1/4/2006	734 S PERRY ST		NAPOLEON	OHIO	43545	NAPOLEON	HENRY		NOT A QUOTA EXEMPT CLASS	NO
2631016	FAMILIA GUERRERO LLC		D5	ISSUED	10/4/2022	1406 N PERRY ST		NAPOLEON	OHIO	43545	NAPOLEON	HENRY		NOT A QUOTA EXEMPT CLASS	NO
2631016	FAMILIA GUERRERO LLC		D1	ISSUED	10/4/2022	1406 N PERRY ST		NAPOLEON	OHIO	43545	NAPOLEON	HENRY		NOT A QUOTA EXEMPT CLASS	NO
2670820	FEEL GOOD ENTERPRISES LLC	DBA TANOS PIZZA	C1	ISSUED	10/4/2004	1320 WOODLAWN AV		NAPOLEON	OHIO	43545	NAPOLEON	HENRY		NOT A QUOTA EXEMPT CLASS	NO
27711260006	FLATROCK BREWING COMPANY	DBA FLATROCK BREWING CO 1ST FL & BSMT & PATIO	A1C	REJECTED	3/8/2019	621 N PERRY ST		NAPOLEON	OH	43545	NAPOLEON	HENRY		NOT A QUOTA EXEMPT CLASS	NO
277112690001	FLATROCK BREWING COMPANY	DBA FLATROCK MEAD & WINERY 1ST FL BSMT & PATIO	A1A	REJECTED	3/8/2019	125-27 W WASHINGTON ST		NAPOLEON	OHIO	43545	NAPOLEON	HENRY	00635	NOT A QUOTA EXEMPT CLASS	NO
277112690001	FLATROCK BREWING COMPANY	DBA FLATROCK MEAD & WINERY 1ST FL BSMT & PATIO	A2	CANCELLED	4/4/2017	125-27 W WASHINGTON ST		NAPOLEON	OHIO	43545	NAPOLEON	HENRY	00635	NOT A QUOTA EXEMPT CLASS	NO
277112690001	FLATROCK BREWING COMPANY	DBA FLATROCK MEAD & WINERY 1ST FL BSMT & PATIO	B2A	CANCELLED	4/4/2017	125-27 W WASHINGTON ST		NAPOLEON	OHIO	43545	NAPOLEON	HENRY	00635	NOT A QUOTA EXEMPT CLASS	NO
277112690001	FLATROCK BREWING COMPANY	DBA FLATROCK MEAD & WINERY 1ST FL BSMT & PATIO	S	CANCELLED	4/10/2017	125-27 W WASHINGTON ST		NAPOLEON	OHIO	43545	NAPOLEON	HENRY	00635	NOT A QUOTA EXEMPT CLASS	NO
2771155	FLATROCK BREWING COMPANY		A1C	CANCELLED	6/1/2020	621 N PERRY ST	1ST FL ONLY & PATIO	NAPOLEON	OH	43545	NAPOLEON	HENRY		NOT A QUOTA EXEMPT CLASS	NO
2771155	FLATROCK BREWING COMPANY		A3A	ISSUED	9/11/2020	621 N PERRY ST	1ST FL ONLY & PATIO	NAPOLEON	OH	43545	NAPOLEON	HENRY		NOT A QUOTA EXEMPT CLASS	NO
3236676	GMC WINERY LLC	DBA THE LUMBERYARD WINERY & SUPPLY	A2	ISSUED	10/25/2016	118 W FRONT ST STE G		NAPOLEON	OH	43545	NAPOLEON	HENRY		NOT A QUOTA EXEMPT CLASS	NO
3236676	GMC WINERY LLC	DBA THE LUMBERYARD WINERY & SUPPLY	B2A	ISSUED	10/25/2016	118 W FRONT ST STE G		NAPOLEON	OH	43545	NAPOLEON	HENRY		NOT A QUOTA EXEMPT CLASS	NO
3236676	GMC WINERY LLC	DBA THE LUMBERYARD WINERY & SUPPLY	D6	ISSUED	10/25/2016	118 W FRONT ST STE G		NAPOLEON	OH	43545	NAPOLEON	HENRY		NOT A QUOTA EXEMPT CLASS	NO
3236676	GMC WINERY LLC	DBA THE LUMBERYARD WINERY & SUPPLY	S1	ISSUED	10/25/2016	118 W FRONT ST STE G		NAPOLEON	OH	43545	NAPOLEON	HENRY		NOT A QUOTA EXEMPT CLASS	NO
3308010	GRACIE TAQUERIA LLC	DBA LOCKER ROOM	D1	NO-OPENING	N/A	814 N PERRY ST		NAPOLEON	OH	43545	NAPOLEON	HENRY	00635	NOT A QUOTA EXEMPT CLASS	NO
3308010	GRACIE TAQUERIA LLC	DBA LOCKER ROOM	D2	PENDING	N/A	814 N PERRY ST		NAPOLEON	OH	43545	NAPOLEON	HENRY	00635	NOT A QUOTA EXEMPT CLASS	NO
3308010	GRACIE TAQUERIA LLC	DBA LOCKER ROOM	D3	PENDING	N/A	814 N PERRY ST		NAPOLEON	OH	43545	NAPOLEON	HENRY	00635	NOT A QUOTA EXEMPT CLASS	NO
3308090	GRACIES TAQUERIA LLC		D1	NO-OPENING	N/A	814 N PERRY ST		NAPOLEON	OH	43545	NAPOLEON	HENRY	00635	NOT A QUOTA EXEMPT CLASS	NO
3308090	GRACIES TAQUERIA LLC		D2	CANCELLED	6/27/2018	814 N PERRY ST		NAPOLEON	OH	43545	NAPOLEON	HENRY	00635	NOT A QUOTA EXEMPT CLASS	NO
3308090	GRACIES TAQUERIA LLC		D3	CANCELLED	6/27/2018	814 N PERRY ST		NAPOLEON	OH	43545	NAPOLEON	HENRY	00635	NOT A QUOTA EXEMPT CLASS	NO
3308090	GRACIES TAQUERIA LLC		D5	PENDING	N/A	814 N PERRY ST		NAPOLEON	OH	43545	NAPOLEON	HENRY	00635	NOT A QUOTA EXEMPT CLASS	NO
3308090	GRACIES TAQUERIA LLC		D6	CANCELLED	6/27/2018	814 N PERRY ST		NAPOLEON	OH	43545	NAPOLEON	HENRY	00635	NOT A QUOTA EXEMPT CLASS	NO
3373937	GREWAL BROS CORP	DBA TA NAPOLEON TRAVEL CENTER	C1	TRANSFERRED	11/19/2021	1270 INDEPENDENCE DR	PO BOX 268	NAPOLEON	OHIO	43545	NAPOLEON	HENRY		NOT A QUOTA EXEMPT CLASS	NO
3373937	GREWAL BROS CORP	DBA TA NAPOLEON TRAVEL CENTER	C2	TRANSFERRED	11/19/2021	1270 INDEPENDENCE DR	PO BOX 268	NAPOLEON	OHIO	43545	NAPOLEON	HENRY		NOT A QUOTA EXEMPT CLASS	NO
3696439	HAYS PARK LANES INC		D1	TRANSFERRED	N/A	711 GLENWOOD AV		NAPOLEON	OHIO	43545	NAPOLEON	HENRY		NOT A QUOTA EXEMPT CLASS	NO
37668760001	HENRY COUNTY ENTERPRISES INC	DBA HOLIDAY INN	D5	FAILURE TO RENEW	N/A	SR08RR2		NAPOLEON	OHIO	43545	NAPOLEON	HENRY		NOT A QUOTA EXEMPT CLASS	NO
3940998	HOLT INVESTMENT PROPERTIES LLC	DBA HOLT INVESTMENT PROPERTIES LLC	D1	REJECTED	9/10/2010	210 E MAUMEE AV & PATIO		NAPOLEON	OHIO	43545	NAPOLEON	HENRY	00635	NOT A QUOTA EXEMPT CLASS	NO
3940998	HOLT INVESTMENT PROPERTIES LLC														

3940998	HOLT INVESTMENT PROPERTIES LLC	DBA HOLT INVESTMENT PROPERTIES LLC	D3	REJECTED	9/10/2010	210 E MAUMEE AV & PATIO		NAPOLEON	OHIO	43545	NAPOLEON	HENRY	00635	NOT A QUOTA EXEMPT CLASS	NO
3940998	HOLT INVESTMENT PROPERTIES LLC	DBA HOLT INVESTMENT PROPERTIES LLC	D3A	REJECTED	9/10/2010	210 E MAUMEE AV & PATIO		NAPOLEON	OHIO	43545	NAPOLEON	HENRY	00635	NOT A QUOTA EXEMPT CLASS	NO
39409980005	HOLT INVESTMENT PROPERTIES LLC	DBA HOLT INVESTMENT PROPERTIES	D5	TRANSFERRED	2/24/2009	601 E RIVERVIEW		NAPOLEON	OHIO	43545	NAPOLEON	HENRY	00635	NOT A QUOTA EXEMPT CLASS	NO
39409980005	HOLT INVESTMENT PROPERTIES LLC	DBA HOLT INVESTMENT PROPERTIES	D6	TRANSFERRED	2/24/2009	601 E RIVERVIEW		NAPOLEON	OHIO	43545	NAPOLEON	HENRY	00635	NOT A QUOTA EXEMPT CLASS	NO
9036647	JACKIE M TRAVIS	DBA BREWERY	D1	TRANSFERRED	2/21/2001	539 N PERRY ST		NAPOLEON	OHIO	43545	NAPOLEON	HENRY	00635	NOT A QUOTA EXEMPT CLASS	NO
9036647	JACKIE M TRAVIS	DBA BREWERY	D2	TRANSFERRED	2/21/2001	539 N PERRY ST		NAPOLEON	OHIO	43545	NAPOLEON	HENRY	00635	NOT A QUOTA EXEMPT CLASS	NO
9036647	JACKIE M TRAVIS	DBA BREWERY	D3	TRANSFERRED	2/21/2001	539 N PERRY ST		NAPOLEON	OHIO	43545	NAPOLEON	HENRY	00635	NOT A QUOTA EXEMPT CLASS	NO
9036647	JACKIE M TRAVIS	DBA BREWERY	D3A	TRANSFERRED	2/21/2001	539 N PERRY ST		NAPOLEON	OHIO	43545	NAPOLEON	HENRY	00635	NOT A QUOTA EXEMPT CLASS	NO
42567090065	JAY PETROLEUM INC		C1	ISSUED	3/4/2021	330 S PERRY ST		NAPOLEON	OHIO	43545	NAPOLEON	HENRY		NOT A QUOTA EXEMPT CLASS	NO
42567090065	JAY PETROLEUM INC		C2	ISSUED	3/4/2021	330 S PERRY ST		NAPOLEON	OHIO	43545	NAPOLEON	HENRY		NOT A QUOTA EXEMPT CLASS	NO
42567090065	JAY PETROLEUM INC		D6	ISSUED	3/4/2021	330 S PERRY ST		NAPOLEON	OHIO	43545	NAPOLEON	HENRY		NOT A QUOTA EXEMPT CLASS	NO
4264055	JAY SHREEJI INC	DBA PARK QUALITY INN	D5A	FAILURE TO RENEW	8/21/2008	2395 N SCOTT ST PATIO & POOL		NAPOLEON	OHIO	43545	NAPOLEON	HENRY		NOT A QUOTA EXEMPT CLASS	NO
4264055	JAY SHREEJI INC	DBA PARK QUALITY INN	D6	FAILURE TO RENEW	8/21/2008	2395 N SCOTT ST PATIO & POOL		NAPOLEON	OHIO	43545	NAPOLEON	HENRY		NOT A QUOTA EXEMPT CLASS	NO
4179255	JC DOUGHGIRLS LTD	DBA HAWKS	C2	ISSUED	12/12/2018	402 E WASHINGTON ST		NAPOLEON	OHIO	43545	NAPOLEON	HENRY		NOT A QUOTA EXEMPT CLASS	NO
4179255	JC DOUGHGIRLS LTD	DBA HAWKS	D1	ISSUED	12/12/2018	402 E WASHINGTON ST		NAPOLEON	OHIO	43545	NAPOLEON	HENRY		NOT A QUOTA EXEMPT CLASS	NO
10012779-1	JTDOUGHBOY	DBA HAWKS	C-2-D												
10012779-1	JTDOUGHBOY	DBA HAWKS	1	TRANSFERRED	3/2/2026	402 E WASHINGTON ST		NAPOLEON	OHIO	43545	NAPOLEON	HENRY		NOT A QUOTA EXEMPT CLASS	NO
4969610	LAGRANGE LLC	AGAVE GRILL	D3	ISSUED	5/17/2022	250 LAGRANGE ST		NAPOLEON	OHIO	43545	NAPOLEON	HENRY		NOT A QUOTA EXEMPT CLASS	NO
50093602313	LANE DRUG CO	DBA RITE AID DISCOUNT PHARMACY #2313	C2	TRANSFERRED	11/17/2010	1255 N SCOTT SUITE 310		NAPOLEON	OHIO	43545	NAPOLEON	HENRY		NOT A QUOTA EXEMPT CLASS	NO
50093602313	LANE DRUG CO	DBA RITE AID DISCOUNT PHARMACY #2313	C2X	TRANSFERRED	11/17/2010	1255 N SCOTT SUITE 310		NAPOLEON	OHIO	43545	NAPOLEON	HENRY		NOT A QUOTA EXEMPT CLASS	NO
50093602313	LANE DRUG CO	DBA RITE AID DISCOUNT PHARMACY #2313	D6	CANCELLED	4/4/2005	1255 N SCOTT SUITE 310		NAPOLEON	OHIO	43545	NAPOLEON	HENRY		NOT A QUOTA EXEMPT CLASS	NO
50093602314	LANE DRUG CO	DBA RITE AID DISCOUNT PHARMACY #2313	C2	ISSUED	11/17/2010	1111 N SCOTT ST		NAPOLEON	OH	43545	NAPOLEON	HENRY		NOT A QUOTA EXEMPT CLASS	NO
50093602314	LANE DRUG CO	DBA RITE AID DISCOUNT PHARMACY #2313	C2X	ISSUED	11/17/2010	1111 N SCOTT ST		NAPOLEON	OH	43545	NAPOLEON	HENRY		NOT A QUOTA EXEMPT CLASS	NO
50093602314	LANE DRUG CO	DBA RITE AID DISCOUNT PHARMACY #2313	D6	DRY PENDING	N/A	1111 N SCOTT ST		NAPOLEON	OH	43545	NAPOLEON	HENRY		NOT A QUOTA EXEMPT CLASS	NO
5023545	LANTERN LOUNGES INC	DBA OLDE LANTERN LOUNGE	D5	CANCELLED	N/A	205 E WASHINGTON		NAPOLEON	OHIO	43545	NAPOLEON	HENRY		NOT A QUOTA EXEMPT CLASS	NO
50420110065	LASSUS BROS OIL INC	DBA LASSUS HANDY DANDY #565	C1	ISSUED	11/18/2003	& WALK IN COOLER	1201 N SCOTT	NAPOLEON	OHIO	43545	NAPOLEON	HENRY		NOT A QUOTA EXEMPT CLASS	NO
50420110065	LASSUS BROS OIL INC	DBA LASSUS HANDY DANDY #565	C2	ISSUED	11/18/2003	& WALK IN COOLER	1201 N SCOTT	NAPOLEON	OHIO	43545	NAPOLEON	HENRY		NOT A QUOTA EXEMPT CLASS	NO
50420110065	LASSUS BROS OIL INC	DBA LASSUS HANDY DANDY #565	D6	DRY PENDING	N/A	& WALK IN COOLER	1201 N SCOTT	NAPOLEON	OHIO	43545	NAPOLEON	HENRY		NOT A QUOTA EXEMPT CLASS	NO
5112795	LEISURE TIME WINERY LLC		A1A	ISSUED	1/24/2017	EXCL RESIDENCE PKG LOT	16-982 CR M2	NAPOLEON	OH	43545	NAPOLEON TWP	HENRY	00635	NOT A QUOTA EXEMPT CLASS	NO
5112795	LEISURE TIME WINERY LLC		A2	ISSUED	11/6/2013	EXCL RESIDENCE PKG LOT	16-982 CR M2	NAPOLEON	OH	43545	NAPOLEON TWP	HENRY	00635	NOT A QUOTA EXEMPT CLASS	NO
5112795	LEISURE TIME WINERY LLC		B2A	ISSUED	1/4/2019	EXCL RESIDENCE PKG LOT	16-982 CR M2	NAPOLEON	OH	43545	NAPOLEON TWP	HENRY	00635	NOT A QUOTA EXEMPT CLASS	NO
5112795	LEISURE TIME WINERY LLC		D6	DRY PENDING	N/A	EXCL RESIDENCE PKG LOT	16-982 CR M2	NAPOLEON	OH	43545	NAPOLEON TWP	HENRY	00635	NOT A QUOTA EXEMPT CLASS	NO
5112795	LEISURE TIME WINERY LLC		S1	ISSUED	8/15/2016	EXCL RESIDENCE PKG LOT	16-982 CR M2	NAPOLEON	OH	43545	NAPOLEON TWP	HENRY	00635	NOT A QUOTA EXEMPT CLASS	NO
528497507881	LOOM LODGE0788 NAPOLEON		D4	ISSUED	4/1/1968	1381 OAKWOOD AV 1ST FL		NAPOLEON	OHIO	43545	NAPOLEON	HENRY	00635	NOT A QUOTA EXEMPT CLASS	NO
528497507881	LOOM LODGE0788 NAPOLEON		D6	DRY PENDING	N/A	1381 OAKWOOD AV 1ST FL		NAPOLEON	OHIO	43545	NAPOLEON	HENRY	00635	NOT A QUOTA EXEMPT CLASS	NO
1579837	LYNN K CLYMER	DBA LOCKER ROOM	D5	TRANSFERRED	7/29/1983	733 N PERRY ST		NAPOLEON	OHIO	43545	NAPOLEON	HENRY		NOT A QUOTA EXEMPT CLASS	NO
15798370001	LYNN K CLYMER	DBA TACO EDS HACIENDA	D5	FAILURE TO RENEW	11/9/1984	1426 SCOTT ST		NAPOLEON	OHIO	43545	NAPOLEON	HENRY		NOT A QUOTA EXEMPT CLASS	NO
54054195641	MACS CONVENIENCE STORES LLC	DBA CIRCLE K 4705641	C1	ISSUED	10/4/2007	777 SCOTT STREET		NAPOLEON	OHIO	43545	NAPOLEON	HENRY		NOT A QUOTA EXEMPT CLASS	NO
54054195641	MACS CONVENIENCE STORES LLC	DBA CIRCLE K 4705641	C2	ISSUED	10/4/2007	777 SCOTT STREET		NAPOLEON	OHIO	43545	NAPOLEON	HENRY		NOT A QUOTA EXEMPT CLASS	NO
5407464	MACS MINI MART LLC	DBA MACS MINI MART	C1	FAILURE TO RENEW	9/26/2001	516 APPIAN AV 1ST FL		NAPOLEON	OHIO	43545	NAPOLEON	HENRY		NOT A QUOTA EXEMPT CLASS	NO
5407464	MACS MINI MART LLC	DBA MACS MINI MART	C2	FAILURE TO RENEW	9/26/2001	516 APPIAN AV 1ST FL		NAPOLEON	OHIO	43545	NAPOLEON	HENRY		NOT A QUOTA EXEMPT CLASS	NO
5462715	MAKAYLA SCARLETT LLC		D5	TRANSFERRED	5/7/2019	1425 N SCOTT ST		NAPOLEON	OH	43545	NAPOLEON	HENRY	00635	NOT A QUOTA EXEMPT CLASS	NO
5462715	MAKAYLA SCARLETT LLC		D6	CANCELLED	5/6/2019	1425 N SCOTT ST		NAPOLEON	OH	43545	NAPOLEON	HENRY	00635	NOT A QUOTA EXEMPT CLASS	NO
3735038	MALCOLM & ROSELLA HELBERG	DBA SONNYS CARRY OUT	C1	TRANSFERRED	8/7/1979	935 SCOTT ST		NAPOLEON	OHIO	43545	NAPOLEON	HENRY		NOT A QUOTA EXEMPT CLASS	NO
3735038	MALCOLM & ROSELLA HELBERG	DBA SONNYS CARRY OUT	C2	TRANSFERRED	8/7/1979	935 SCOTT ST		NAPOLEON	OHIO	43545	NAPOLEON	HENRY		NOT A QUOTA EXEMPT CLASS	NO
7312440	MARK RETTIG	DBA AFTER HOURS LOUNGE	D5	TRANSFERRED	10/16/1990	617-19 N PERRY ST 1ST FL		NAPOLEON	OHIO	43545	NAPOLEON	HENRY		NOT A QUOTA EXEMPT CLASS	NO
7312463	MARK RETTIG & BERNIE HIMMEGER	DBA AFTER HOURS LOUNGE	D5	TRANSFERRED	4/17/1989	617-19 N PERRY ST 1ST FL		NAPOLEON	OHIO	43545	NAPOLEON	HENRY		NOT A QUOTA EXEMPT CLASS	NO
2316976	MARVIN L DRUMMOND	DBA NEW WELLINGTON HOTEL	D5	TRANSFERRED	8/29/1989	801-07 N PERRY ST 1ST FL & RR IN BSMT		NAPOLEON	OHIO	43545	NAPOLEON	HENRY		NOT A QUOTA EXEMPT CLASS	NO
7359490	MELVIN EARL RICKER	DBA RICKS EAST	D5	TRANSFERRED	3/11/2005	601 E RIVERVIEW		NAPOLEON	OHIO	43545	NAPOLEON	HENRY	00635	NOT A QUOTA EXEMPT CLASS	NO
7359490	MELVIN EARL RICKER	DBA RICKS EAST	D6	TRANSFERRED	3/11/2005	601 E RIVERVIEW		NAPOLEON	OHIO	43545	NAPOLEON	HENRY	00635	NOT A QUOTA EXEMPT CLASS	NO
58997730005	MIAMI VALLEY PIZZA HUT INC	DBA PIZZA HUT OF NAPOLEON	D1	TRANSFERRED	5/5/2014	2240 N SCOTT ST		NAPOLEON	OHIO	43545	NAPOLEON	HENRY		NOT A QUOTA EXEMPT CLASS	NO
58997730005	MIAMI VALLEY PIZZA HUT INC	DBA PIZZA HUT OF NAPOLEON	D2	TRANSFERRED	5/5/2014	2240 N SCOTT ST		NAPOLEON	OHIO	43545	NAPOLEON	HENRY		NOT A QUOTA EXEMPT CLASS	NO
58998990005	MIAMI VALLEY PIZZA LLC		D1	ISSUED	5/5/2014	2240 N SCOTT ST		NAPOLEON	OHIO	43545	NAPOLEON	HENRY		NOT A QUOTA EXEMPT CLASS	NO
58998990005	MIAMI VALLEY PIZZA LLC		D2	FAILURE TO RENEW	8/16/2016	2240 N SCOTT ST		NAPOLEON	OHIO	43545	NAPOLEON	HENRY		NOT A QUOTA EXEMPT CLASS	NO
7725550	MICHAEL LEE SANEHOLTZ	DBA TOWN PT	D5	TRANSFERRED	1/7/2003	814 N PERRY ST 1ST FL & BSMT		NAPOLEON	OHIO	43545	NAPOLEON	HENRY	00635	NOT A QUOTA EXEMPT CLASS	NO
6071806	MMD & H HOLDINGS LLC		C1	TRANSFERRED	11/21/2014	900 AMERICAN RD EXCLD QUIZNOS		NAPOLEON	OHIO	43545	NAPOLEON	HENRY		TRANSFER EXEMPT	NO
6071806	MMD & H HOLDINGS LLC		C2	TRANSFERRED	11/21/2014	900 AMERICAN RD EXCLD QUIZNOS		NAPOLEON	OHIO	43545	NAPOLEON	HENRY		TRANSFER EXEMPT	NO
6301190	NAPMARK LLC	DBA STIMMELS MARKET 1ST FL BALCONYS & BSMT	D5	FAILURE TO RENEW	11/19/2012	625 N PERRY ST		NAPOLEON	OH	43545	NAPOLEON	HENRY	00635	NOT A QUOTA EXEMPT CLASS	NO
6301190	NAPMARK LLC	DBA STIMMELS MARKET 1ST FL BALCONYS & BSMT	D6	FAILURE TO RENEW	11/19/2012	625 N PERRY ST		NAPOLEON	OH	43545	NAPOLEON	HENRY	00635	NOT A QUOTA EXEMPT CLASS	NO
6303598	NAPOLEON EAGLES INC	DBA NAPOLEON EAGLES 4428 & PATIO	D1	ISSUED	2/21/2001	539 N PERRY ST		NAPOLEON	OHIO	43545	NAPOLEON	HENRY	00635	NOT A QUOTA EXEMPT CLASS	NO
6303598	NAPOLEON EAGLES INC	DBA NAPOLEON EAGLES 4428 & PATIO	D2	ISSUED	2/21/2001	539 N PERRY ST		NAPOLEON	OHIO	43545	NAPOLEON	HENRY	00635	NOT A QUOTA EXEMPT CLASS	NO
6303598	NAPOLEON EAGLES INC	DBA NAPOLEON EAGLES 4428 & PATIO	D3	ISSUED	2/21/2001	539 N PERRY ST		NAPOLEON	OHIO	43545	NAPOLEON	HENRY	00635	NOT A QUOTA EXEMPT CLASS	NO
6303598	NAPOLEON EAGLES INC	DBA NAPOLEON EAGLES 4428 & PATIO	D3A	ISSUED	2/21/2001	539 N PERRY ST		NAPOLEON	OHIO	43545	NAPOLEON	HENRY	00635	NOT A QUOTA EXEMPT CLASS	NO
6303598	NAPOLEON EAGLES INC	DBA NAPOLEON EAGLES 4428 & PATIO	D6	ISSUED	8/10/2010	539 N PERRY ST		NAPOLEON	OHIO	43545	NAPOLEON	HENRY	00635	NOT A QUOTA EXEMPT CLASS	NO
63041750	NAPOLEON NORTH POINTE TRAVEL PLAZA LLC	DBA A J IRON GRIDDLE	D5	TRANSFERRED	11/1/2007	905 AMERICAN RD		NAPOLEON	OHIO	43545	LIBERTY TWP	HENRY	00635	NOT A QUOTA EXEMPT CLASS	NO
6393785	NINJA ASIAN CUISINE LLC		D5	ISSUED	5/7/2019	1425 N SCOTT ST		NAPOLEON	OH	43545	NAPOLEON	HENRY	00635	NOT A QUOTA EXEMPT CLASS	NO
66036540030	OTTAWA OIL CO INC		C1	TRANSFERRED	3/5/2021	330 S PERRY ST		NAPOLEON	OHIO	43545	NAPOLEON	HENRY		NOT A QUOTA EXEMPT CLASS	NO
66036540030	OTTAWA OIL CO INC		C2	TRANSFERRED	3/5/2021	330 S PERRY ST		NAPOLEON	OHIO	43545	NAPOLEON	HENRY		NOT A QUOTA EXEMPT CLASS	NO
66036540030	OTTAWA OIL CO INC		D6	TRANSFERRED	3/5/2021	330 S PERRY ST		NAPOLEON	OHIO	43545	NAPOLEON	HENRY		NOT A QUOTA EXEMPT CLASS	NO
66036540060	OTTAWA OIL CO INC	DBA SR24 PARTY MART	C1	CANCELLED	8/28/2003	900 INDEPENDENCE DR		NAPOLEON	OHIO	43545	NAPOLEON	HENRY		NOT A QUOTA EXEMPT CLASS	NO
66036540060	OTTAWA OIL CO INC	DBA SR24 PARTY MART	C2	CANCELLED	8/28/2003	900 INDEPENDENCE DR		NAPOLEON	OHIO	43545	NAPOLEON	HENRY		NOT A QUOTA EXEMPT CLASS	NO
8047258	PAUL H & JENNIE L SHARTZER	DBA BILLS SERVICE CENTER	C1	TRANSFERRED	3/28/1984	516 APIAN AV		NAPOLEON	OHIO	43545	NAPOLEON	HENRY		NOT A QUOTA EXEMPT CLASS	NO
8047258	PAUL H & JENNIE L SHARTZER	DBA BILLS SERVICE CENTER	C2	TRANSFERRED	3/28/1984	516 APIAN AV		NAPOLEON	OHIO	43545	NAPOLEON	HENRY		NOT A QUOTA EXEMPT CLASS	NO
6085559	PETER MOHRING	DBA MOHRINGS CASH & CARRY	C1	TRANSFERRED	9/1/2010	734 S PERRY ST S/SIDE		NAPOLEON	OHIO	43545	NAPOLEON	HENRY		NOT A QUOTA EXEMPT CLASS	NO
6085559	PETER MOHRING	DBA MOHRINGS CASH & CARRY	C2	TRANSFERRED	9/1/2010	734 S PERRY ST S/SIDE		NAPOLEON	OHIO	43545	NAPOLEON	HENRY		NOT A QUOTA EXEMPT CLASS	NO
69282280120	PILOT TRAVEL CENTERS LLC	DBA PILOT TRAVEL CENTER 303	D5	ISSUED	11/1/2007	905 AMERICAN RD		NAPOLEON	OHIO	43545	LIBERTY TWP	HENRY	00635	NOT A QUOTA EXEMPT CLASS	NO

9688174	WINCO PROPERTIES INC	DBA HOLIDAY INN OF NAPOLEON	D5A	FAILURE TO RENEW	9/1/2000	2395 N SCOTT ST BX68		NAPOLEON	OHIO	43545	NAPOLEON	HENRY	00634	NOT A QUOTA EXEMPT CLASS	NO
9688174	WINCO PROPERTIES INC	DBA HOLIDAY INN OF NAPOLEON	D6	FAILURE TO RENEW	9/1/2000	2395 N SCOTT ST BX68		NAPOLEON	OHIO	43545	NAPOLEON	HENRY	00634	NOT A QUOTA EXEMPT CLASS	NO
7264820	WREN M REESE	DBA RIVERVIEW LOUNGE	D1	TRANSFERRED	8/15/1995	PATIO & ENCL OUTDOOR AREA	210 E MAUMEE AV	NAPOLEON	OHIO	43545	NAPOLEON	HENRY	00701	NOT A QUOTA EXEMPT CLASS	NO
7264820	WREN M REESE	DBA RIVERVIEW LOUNGE	D2	TRANSFERRED	8/15/1995	PATIO & ENCL OUTDOOR AREA	210 E MAUMEE AV	NAPOLEON	OHIO	43545	NAPOLEON	HENRY	00701	NOT A QUOTA EXEMPT CLASS	NO
7264820	WREN M REESE	DBA RIVERVIEW LOUNGE	D3	TRANSFERRED	8/15/1995	PATIO & ENCL OUTDOOR AREA	210 E MAUMEE AV	NAPOLEON	OHIO	43545	NAPOLEON	HENRY	00701	NOT A QUOTA EXEMPT CLASS	NO
7264820	WREN M REESE	DBA RIVERVIEW LOUNGE	D3A	TRANSFERRED	8/15/1995	PATIO & ENCL OUTDOOR AREA	210 E MAUMEE AV	NAPOLEON	OHIO	43545	NAPOLEON	HENRY	00701	NOT A QUOTA EXEMPT CLASS	NO
980416	XAGPR LLC	Spenglers Restaurant and Pub	D2	Issued	10/16/2023	713 N Perry St		Napoleon	OH	43545	Napoleon	Henry	00 635	NOT A QUOTA EXEMPT CLASS	NO
980416	XAGPR LLC	Spenglers Restaurant and Pub	D2X	Issued	10/16/2023	713 N Perry St		Napoleon	OH	43545	Napoleon	Henry	00 635	NOT A QUOTA EXEMPT CLASS	NO
980416	XAGPR LLC	Spenglers Restaurant and Pub	D3	Issued	10/16/2023	713 N Perry St		Napoleon	OH	43545	Napoleon	Henry	00 635	NOT A QUOTA EXEMPT CLASS	NO
			D1 D	Issued	10/21/2024	1247 SCOTT ST STE 300		Napoleon	OH	43545	Napoleon	Henry		NOT A QUOTA EXEMPT CLASS	no
9452348	YIM NGOR TSUI	DBA CHINA DRAGON	D5	TRANSFERRED	9/19/2016	1415 N SCOTT		NAPOLEON	OHIO	43545	NAPOLEON	HENRY	00635	NOT A QUOTA EXEMPT CLASS	NO



City of Napoleon, Ohio

Department of Public Works

255 West Riverview Avenue, P.O. Box 151

Napoleon, OH 43545

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

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

www.napoleonohio.com

Memorandum

To: Lori L. Sicclair, City Manager
From: Chad E. Lulfs, P.E., P.S., Director of Public Works
cc: Brian Okuley, Operations Superintendent
Ann Harper, Clerk
Marrisa Flogaus, Administrative Assistant
Date: March 17, 2026
Subject: Abandonment of the Fuel Tank at the Fire Station ~
Request for Legislation to Waive the Bidding Process

The Department of Public Works requests Council to direct the Law Director to draft the appropriate legislation to waive the bidding process for the removal of the existing fuel tank at the Fire Station. This project was approved in the 2026 City of Napoleon Budget. Due to the nature of the work, we engaged Michael T. Coonfare from Civil & Environmental Consultants, Inc. (CEC) to assist with the budgeting process and to obtain the proper permits for this project. During the course of this process, Mike was able to assist us in obtaining a permit to abandon in place the tank rather than remove it.

Although CEC has not worked for the City of Napoleon for many years, Mike has assisted the City with several projects in the past, including the removal of the former tanks at the City of Napoleon Service Building and the remediation of the former Hogrefe properties (CORF Project and the Yard Waste Site project). Because of the specialized work, the permits required, the future monitoring requirements, Mike's knowledge of this project, and Mike's performance on past City projects, I am requesting that City Council prepare and pass legislation to waive the bidding process and allow us to enter into a contract with CEC for the Abandonment of the Fuel Tank at the Fire Station.

CEC's proposal for this project is:

Task 1 - Closure in Place (Lump Sum)	\$38,500.00
Task 2 - Soil Boring/Monitoring Well Installation (T&M)	\$30,000.00
Task 3 - CIP Reporting (Lump Sum)	\$8,500.00
Task 4 - Drum Management (T&M)	<u>\$2,500.00</u>
Total Estimated Project Budget	\$79,500.00

The budgeted amount for this project is \$85,000.00.

CEL



March 10, 2026

Mr. Chad Lulfs, P.E., P.S.
Director of Public Works
City of Napoleon
255 West Riverview Avenue
Napoleon, Ohio 43545

Dear Chad:

Subject: UST Closure at the City of Napoleon Fire & Rescue
265 West Riverview Avenue, Napoleon, Ohio
CEC Project 356-752

Civil & Environmental Consultants, Inc. (CEC), is pleased to present this proposal to the City of Napoleon (City) to provide underground storage tank (UST) Closure Assessment services for Closure in Place (CIP) of a UST system located at 265 West Riverview Avenue, Napoleon, Ohio (Subject Property). The Subject Property is designated as Facility #35000012. The scope of services included herein assumes that the information available in the State Fire Marshal UST database is accurate.

1.0 PROJECT UNDERSTANDING

As you know, the Bureau of Underground Storage Tank Regulations (BUSTR) site assessment/corrective actions process is iterative, with additional phases of assessment required based on the findings from prior sampling until sufficient data is available to demonstrate that action levels are not exceeded or to support remedial planning if action levels are exceeded. The proposed UST Closure Assessment is the first step in the BUSTR site assessment/corrective action process. The findings from this closure effort, will determine whether additional assessment activities or remedial measures are required, or if a request for No Further Action (NFA) is appropriate. BUSTR estimates that approximately 75% of the UST closures support a request for an NFA at the UST Closure Assessment phase. A permit to conduct a CIP was issued by BUSTR on February 20, 2026 and is Permit #P00714.

One 500-gallon UST containing diesel fuel and one 1,500-gallon UST containing gasoline are located in a single UST cavity at the Subject Property. Both USTs are regulated by BUSTR and both are listed as being installed on October 1, 1991. One release incident is on file for the Subject Property with a no further action status.

2.0 PURPOSE

The purpose of the Scope of Services is to execute, in general compliance with BUSTR's protocol, the CIP process for the referenced UST system, including the environmental sampling and reporting process memorialized in Chapter 1301:7-9 of the Ohio Administrative Code (OAC).

3.0 SCOPE OF SERVICES

CEC will perform the following Scope of Services to meet the BUSTR requirements for performing the CIP and for the environmental sampling and reporting portions of the CIP of a regulated UST.

3.1 Task 1 - Closure In-Place Activity

CEC will subcontract with a qualified and certified UST Installer to execute the CIP process. The assumptions made for the purpose of this proposal are:

- The UST system is comprised of one 500-gallon UST containing diesel fuel and one 1,500-gallon UST containing gasoline in a single cavity;
- The contents of both USTs will be evacuated prior to mobilization;
- Up to 2,000 gallons of residual liquid and rinsewater will be generated during the UST CIP;
- 10 cubic yards of flowable fill will be required to fill both USTs; and,
- The USTs will be accessible through a centrally located access port for extraction of liquid and cleaning.

The Scope of Services includes contacting the public utility locating service; creating an access area to the USTs to remove residual product and to clean the USTs; remove, transport, and dispose of concrete; remove, transport, and dispose of up to 2,000 gallons of petroleum-contaminated liquid and rinsewater; locate, cut, and cap product lines; fill tanks, vent lines and product lines with 10 cubic yards of flowable fill; and backfill disturbed areas to grade with flowable fill (LSM 50).

3.2 Task 2 - Soil Boring/Monitoring Well Installation/Development and Sampling

Three soil borings/groundwater monitoring wells will be installed in the areas of the UST system that are most likely to be sources of impact to media of the Subject Property. Sampling will occur within 90 days of the CIP construction activities. Prior to sample installation, a third-party vendor will investigate the presence of subgrade utilities using a Ground Penetrating Radar (GPR). It is estimated the three soil borings will be installed to bedrock, the upper saturated zone, or 50 feet below ground surface, whichever is encountered first. For the purposes of this proposal, it is assumed that all three soil borings will extend to a depth of 50 ft. and that all three soil borings are converted to a groundwater monitoring well.

Each soil boring will be continuously sampled to the terminated depth and soil boring logs will be prepared that describe the stratigraphy encountered. A minimum of two soil samples will be collected from each of the three soil borings in general conformance with Section Appendix A.3 and A.5 of BUSTR's Technical Guidance Manual (TGM). Each sample submitted for laboratory analysis will be analyzed for BUSTR Group 1 and Group 2 parameters (benzene, toluene, ethylbenzene, and xylene (collectively referred to as BTEX)), naphthalene, 1,2,4-trimethylbenzene (1,2,4-TMB), methyl tertiary-butyl ether (MTBE), 1,2-dibromoethane (EDB), 1,2-dichloroethane (EDC), benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, benzo(k)fluoranthene, chrysene, dibenz(a,h)anthracene, indeno(1,2,3-c,d)pyrene, naphthalene, total petroleum hydrocarbons (TPH) carbon chain C₆ – C₁₂, and TPH carbon chain C₁₀ – C₂₀.

As stated above, it is assumed that each of the three soil borings will be converted to a groundwater monitoring well. Monitoring well construction logs will be included on the soil boring log referenced above showing the screened interval, the sand interval, and the bentonite/grout interval. Wells will be flush-mount in nature and will be constructed of Schedule 40 polyvinyl chloride (PVC) material with a machine-slotted screen with a 0.010-inch slot size. Sand will extend approximately two feet above the screened interval within the annular space. Each monitoring well will be labeled. Monitoring wells

will be developed in accordance with CEC’s Standard Operating Procedure (SOP) prior to sampling to remove fines from the wells and to encourage flow from the formation into the monitoring well screen. One round of groundwater samples will be collected from each of the three groundwater monitoring wells in general conformance with Section A.6 of BUSTR’s TGM.

3.3 Task 3 - CIP Reporting

The findings of the CIP assessment will be presented using BUSTR’s current Closure-in-Place Form, along with the required tables, figures, and appendices. CEC will compare the analytical results to BUSTR’s Action Levels for a UST system closure assuming Class 1 soil type. The Closure-in-Place Form will be provided to the City for their internal use. A copy of the Closure Report is not required to be submitted to BUSTR.

3.4 Task 4 - Drum Management

During the soil boring/monitoring well installation, it is estimated that nine 55-gallon drums will be accumulated to store soil cuttings. An additional 55-gallon drum is necessary to store water from well development and well purging activities. CEC will be in a position to better define the cost associated with drum management once the type of material generated (*i.e.*, liquid, sludge, or solid) and the number of drums accumulated during the in-place closure activities is known. For budgeting purposes, CEC assumes a total of 10 drums (9 soil, 1 water) will be accumulated and that the drums will be removed as part of a “non-dedicated milk run”, which takes two to four weeks for collection from the request date. CEC also assumes the material is non-hazardous. Waste profiles and waste manifests will be signed by the City as the generator of the waste.

4.0 PROJECT COSTS

CEC proposes to provide the above-outlined Scope of Services on a lump sum basis for Task 1 and Task 3 and on a time and materials basis for Task 2 and Task 4 (see approximate fee breakdown by task below). Reimbursable expenses, including travel expenses, are included in our proposed fees. If activities are requested that are not specified in the Scope of Services described above, the additional activities can be performed on a time-and-material fee basis. We will provide a budget estimate of additional services upon your request and obtain approval from you before beginning additional work.

Task 1 - Closure in Place (Lump Sum)	\$38,500
Task 2 - Soil Boring/Monitoring Well Installation (T&M).....	\$30,000
Task 3 - CIP Reporting (Lump Sum)	\$8,500
Task 4 - Drum Management (T&M)	\$2,500
Total Estimated Project Budget.....	\$79,500

Our proposed fees are based on the following assumptions:

- No restrictions to site access or work hours apply and our field efforts can occur during normal business hours.
- Each of the three soil borings extend to a depth of 50 ft. and are converted to a groundwater monitoring well.

5.0 TERMS AND CONDITIONS

Our Schedule of Terms and Conditions, which apply to the proposed work, is attached.

6.0 SCHEDULE

CEC is prepared to initiate scheduling on this project upon receipt of authorization to proceed. CEC will mobilize the UST CIP activities within 30 days of receipt of the approval of this proposal. Closure sampling will be conducted within 60 days of the CIP activities and the reporting will be provided to the City within 60 days of receipt from the analytical laboratory.

7.0 CLOSING

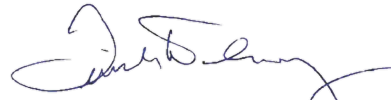
We appreciate the opportunity to provide this proposal to the City for the requested environmental services. Please contact the undersigned at 419-724-5281 should you have any questions or if this proposal does not match your intentions.

Sincerely,

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.



Michael T. Coonfare, CP
Senior Project Manager



Timothy D. Murphy, CESSWI
Principal

Our Schedule of Terms and Conditions, which governs the proposed work, is attached. CEC’s proposal is valid for thirty (30) days from the date of the proposal, after which time the validity may only be extended with CEC’s consent. CEC reserves the right to revise, adjust or withdraw this proposal if not accepted by the City within thirty (30) days of the date of the proposal. Your written acceptance below will form a binding contract pursuant to the attached Terms and Conditions. The individual signing below warrants that they have authority to sign and execute this Agreement on behalf of the City.

CEC Project #356-752, dated March 10, 2026
ACCEPTED BY: The City of Napoleon

Signature: _____

Date: _____

Name: _____

Title: _____

Attachment: Terms and Conditions

TERMS AND CONDITIONS



1. AGREEMENT

The following terms and conditions ("TERMS") shall apply to and are an integral part of the attached proposal ("PROPOSAL") between Civil & Environmental Consultants, Inc. ("CEC") and the client ("CLIENT") named in the attached PROPOSAL. CLIENT's acceptance of the PROPOSAL includes acceptance of these TERMS and acceptance of this PROPOSAL shall form the entire agreement between the parties ("AGREEMENT"). In the event of a conflict or inconsistency between these TERMS and the PROPOSAL or any other document provided by CLIENT, these TERMS shall take precedence.

2. STANDARD OF CARE

CEC shall perform its services consistent with the professional skill and care ordinarily provided by professionals, such as CEC, practicing in the same or similar locality under the same or similar circumstances and in effect at the time of performance, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent professional services provider. CEC provides no warranties or guarantees whether express or implied.

3. SITE ACCESS, SITE CONDITIONS AND SUBSURFACE FEATURES

CLIENT will grant or obtain free access to the site for all equipment and personnel for CEC to perform the services set forth in this AGREEMENT.

The CLIENT is responsible for the accuracy of locations for all subsurface structures and utilities. CEC will take reasonable precautions to avoid known subsurface structures, and the CLIENT waives any claim against CEC, and agrees to defend, indemnify, and hold CEC harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subsurface structures and utilities not identified or accurately located. In addition, CLIENT agrees to reimburse CEC for time and expenses incurred by CEC in defense of any such claim based upon CEC's current fee schedule and expense reimbursement policy.

The CLIENT recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretation, and recommendations by CEC will be based solely on information available to CEC. CEC is responsible for the data, interpretations, and recommendations based on its services, but will not be responsible for other parties' interpretations or use of the information developed.

4. BIOLOGICAL POLLUTANTS, HAZARDOUS MATERIALS AND HAZARDOUS CONDITIONS

CLIENT warrants that a reasonable effort to investigate and inform CEC of known or suspected Biological Pollutants, Hazardous Materials and hazardous conditions on or near the site has been made by the CLIENT. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, and viruses, and the by-product of any such biological organisms. The term "Hazardous Materials" shall mean any toxic substances, chemicals, pollutants, or other materials, in whatever form or state, including but not limited to smoke, vapors, soot, fumes, acids, alkalis, minerals, toxic chemicals, liquids, gases or any other material, irritant, contaminant or pollutant, that is known or suspected to adversely affect the health and safety of humans or of animal or plant organisms, or which are known or suspected to impair the environment in any way whatsoever. Hazardous Materials shall also include, but not be limited to, those substances defined, designated, or listed in Section 404 of the Solid Waste Disposal Act (42 USC Subsection 6903); Section 9601(14) of the Comprehensive Environmental Response, Compensation and Liability Act (42 USC Subsection 9601(14)); as listed or designated under Sections 1317 and 1321(b)(2)(a) of the Title 33 (33 USC Subsections 1317 and 1321(b)(2)(a)); or as defined, designated, or listed under any other federal, state, or local law, regulation or ordinance concerning hazardous wastes, toxic substances, or pollutants.

CEC and CLIENT agree that when unanticipated or suspected Biological Pollutants, Hazardous Materials and/or hazardous conditions are encountered it may be necessary for CEC to take immediate measures to protect health and safety. CEC agrees to immediately notify CLIENT when unanticipated or suspected Biological Pollutants, Hazardous Materials and/or hazardous conditions are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. In the event the site is not owned by CLIENT, CLIENT recognizes that it is the CLIENT's responsibility to inform

the property owner of the discovery of unanticipated or suspected Biological Pollutants, Hazardous Materials and/or hazardous conditions.

Notwithstanding any other provision of the AGREEMENT, CLIENT waives any claim against CEC, and to the maximum extent permitted by law, agrees to defend, indemnify, and hold CEC harmless from any claim, liability, and/or defense costs for injury or loss arising from CEC's discovery of unanticipated or suspected Biological Pollutants, Hazardous Materials and/or hazardous conditions. CLIENT will be responsible for ultimate disposal of any samples secured by CEC which are found to be contaminated with Biological Pollutants and/or Hazardous Materials.

Nothing contained in this AGREEMENT shall be construed or interpreted as requiring CEC to assume liability for the generation, transportation, treatment, storage and/or disposal of hazardous waste within the meaning of the Resource Conservation and Recovery Act of 1976, as amended, or within the meaning of any similar federal, state, or local regulation or law.

If during remediation and/or construction activities waste manifests are required, CLIENT shall provide an authorized person to sign manifests or will provide CEC with a written limited power of attorney or agency agreement to sign manifests on CLIENT'S behalf.

5. EVOLVING TECHNOLOGIES

Services such as those provided by CEC may involve technologies which are new or emerging and these technologies may supersede current techniques. In addition, standards for our services, including statutes and regulations, may change with time. CLIENT understands that CEC's recommendations and/or services must be based upon the current Standard of Care utilizing established technologies and standards excluding new or emerging technologies.

6. SAFETY/CONSTRUCTION OBSERVATION

CLIENT, its contractors or other representatives shall be solely responsible for working conditions on the site, including compliance with OSHA regulations and safety of all persons and property during the performance of the work in relation to working conditions of the site. CEC shall be responsible for the safety of its own personnel in performance of the services. CEC will not be responsible for means, methods, techniques, sequences or procedures of construction including, but not limited to safety.

If CEC is retained by the CLIENT to provide a site representative for the purpose of observing specific portions of work on site as set forth in the PROPOSAL, CEC will report on its observations and professional opinions. CEC's presence on the site does not in any way guarantee the completion or quality of the performance of the work by any party retained by the CLIENT to provide construction or other related field services. CEC does not have the duty to reject or stop work of CLIENT, its contractors, or its agents.

7. BILLING AND PAYMENTS

7.1. General: Invoices will be submitted in accordance with the provisions outlined in the PROPOSAL. Payment is due from CLIENT thirty (30) days from the invoice date. If a retainer or pre-payment is required by the PROPOSAL, payment must be received by CEC prior to commencement of services. Payment shall be made as follows:

Electronic Payment:

PNC Bank, Pittsburgh, PA 15222
PNC Bank Routing #043000096
CEC Account #002272405
SWIFT & BIC Code: PNCCUS33
Remittance Detail: accountsreceivable@cecinc.com

Lockbox (regular mail):

Civil & Environmental Consultants, Inc.
P.O. Box 644246
Pittsburgh, PA 15264-4246

Any retainer shall be applied to the final invoice and unused funds, if any, returned to CLIENT. In the event CLIENT fails to pay CEC within thirty (30) days of invoice, CLIENT agrees that CEC will have the right to suspend performance of services after written notice to CLIENT. CEC will be entitled to interest of one and one-half percent (1.5%) per month for past due amounts. CEC will be entitled to collect for time and expenses (per CEC's current fee schedules), attorneys' fees and other costs incurred by CEC for collection of past due amounts.

Our PROPOSAL does not include gross receipts taxes, business or occupation taxes or assessments that the municipality where the project is located may assess upon CEC or its subcontractors. If such taxes are or become a liability of CEC, the CLIENT agrees to reimburse CEC at cost.

7.2. Reimbursable Expenses: Direct non-salary expenses (e.g. Travel, Equipment, Subcontractors/Vendors) will be billed according to the terms of our PROPOSAL.

8. CHANGES

8.1. Changes: Upon a change in CEC's scope of services, discovery of unforeseen conditions, or any direction or instruction by CLIENT outside of the PROPOSAL, CEC will provide CLIENT with the estimated cost of performing the change and any change in the AGREEMENT schedule. Prior to CEC being required to implement the change, CLIENT shall authorize the requested change amending the AGREEMENT price and schedule.

8.2. Unauthorized Changes: If changes are made to CEC WORK PRODUCT by CLIENT or persons other than CEC, any and all liability against CEC arising out of such changes is waived and CLIENT assumes full responsibility for such changes unless CLIENT has given us prior notice and has received written consent from CEC for such changes.

9. DELAYS

Delays not due to CEC shall result in an extension of the schedule equivalent to the length of delay. If such delays result in additional costs to CEC, the AGREEMENT price shall be equitably adjusted by the amount of such additional costs.

10. INSURANCE

CEC will maintain Workmen's Compensation Insurance as required by state law, General Liability Insurance for bodily injury and property damage with a limit of \$1,000,000 per occurrence and an aggregate limit of \$2,000,000 and Automobile Liability with a limit of \$1,000,000. Professional liability will be provided with a limit of \$1,000,000 per claim and \$1,000,000 in the aggregate, if applicable. CLIENT and/or the property owner will be listed as additional insured for General Liability and Automobile Insurance.

11. ALLOCATION OF RISK

11.1. Limitation of Remedies: CLIENT agrees to limit CEC's liability for any claim arising from, or alleged to arise from any acts, errors or omissions in the performance of services under this AGREEMENT, whether such claim is based in negligence, breach of contract, or other legal theory to an aggregate limit of the amount of fees paid to CEC under this AGREEMENT, or \$50,000, whichever is greater, except for CEC's willful misconduct or gross negligence.

11.2. Waiver of Consequential Damages: CEC and CLIENT agree to waive any claim against each other for consequential, incidental, special or punitive damages.

11.3. Indemnification: CEC shall indemnify CLIENT from and against third party claims or liability to the extent caused by the negligent performance of services under this AGREEMENT by CEC, including injuries to employees of CEC.

12. TERMINATION

This AGREEMENT may be terminated by either party seven (7) days after written notice: i) in the event of breach of any provision of this AGREEMENT; ii) if the CLIENT suspends the work for more than three (3) months in the aggregate; or iii) for CLIENT or CEC's convenience. In the event of termination for suspension or convenience, CEC will be paid for services performed prior to the date of termination plus reasonable termination and demobilization expenses, including, but not limited to the cost of completing analyses, records and reports necessary to document job status at the time of termination. CEC may immediately suspend performance of its services and terminate this AGREEMENT upon written notice if CLIENT becomes insolvent or bankrupt.

13. GOVERNING LAW

The law of the Commonwealth of Pennsylvania will govern this AGREEMENT, their interpretation and performance. If any of the provisions contained in this AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.

14. DISPUTE RESOLUTION

14.1. Notice of Dispute: Within fifteen (15) days of the occurrence of any incident, act, or omission upon which a claim for relief may be based, the party seeking relief shall serve the other party with a written notice specifying the

nature of the relief sought, the amount of relief sought, a description of the reason relief should be granted, and the provisions of this AGREEMENT that authorize the relief requested.

14.2. Meet and Confer: Within ten (10) days of receipt of the Notice of Dispute, the parties shall meet and confer in a good faith attempt to resolve the dispute. Participants in the meet and confer must have the authority to enter into a binding resolution on behalf of each party.

14.3. Jurisdiction and Venue: After completion of the meet and confer, either party may proceed to litigation. CEC and CLIENT agree that any court of record in Allegheny County, Pennsylvania, shall have the exclusive jurisdiction and venue over any claims relating to or arising under this AGREEMENT.

14.4. Waiver of Jury Trial: THE PARTIES AGREE AND IRREVOCABLY WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION, DISPUTE, PROCEEDING OR SUIT RELATING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT OR THE PROJECT.

15. ASSIGNMENT

CLIENT and CEC each binds itself and its successors and assigns to the other and its successors and assigns with respect to all covenants of this AGREEMENT. Neither CLIENT nor CEC shall assign, sublet or transfer any rights under or interest in this AGREEMENT without the prior written consent of the other party. This section shall not, however, apply to subrogation rights (if any) of any insurer of either party.

16. OWNERSHIP

16.1. "Intellectual Property" means any and all of the following arising pursuant to the laws of any jurisdiction throughout the world: (a) copyrights and all registrations and applications for registration thereof; (b) trade secrets and know-how; (c) patents and patent applications; and (d) other intellectual property and related proprietary rights owned or licensed by a party hereto. "Background Intellectual Property" means the Intellectual Property of a party created or developed prior to the effective date of this AGREEMENT and/or independently of the work performed by the party pursuant to this AGREEMENT. Except for the licenses granted hereunder, all rights in a party's Intellectual Property and Background Intellectual Property are otherwise reserved.

16.2. CEC shall retain all rights, title, and interest in and to all Intellectual Property in all drawings, specifications, documents, or other tools or materials ("WORK PRODUCT") furnished to CLIENT and intended for use in connection with projects under this AGREEMENT. CEC hereby grants CLIENT a limited, non-exclusive, non-transferable, non-sublicensable license: (a) to use and reproduce the WORK PRODUCT solely for CLIENT's own internal business purposes; and (b) to use CEC'S Background Intellectual Property solely to the extent that: it is incorporated into the WORK PRODUCT, and a license thereof is necessary to use and reproduce the WORK PRODUCT. CLIENT shall not disclose or use the WORK PRODUCT with CLIENT's other contractors, subcontractors, or material suppliers on other projects without the express written consent of CEC.

16.3. CLIENT shall not use the name, logo, or marks of CEC in any publicity releases, interviews, promotional or marketing materials, or public announcements without the prior written approval of CEC.

17. FILE RETENTION

Upon conclusion of the services, CEC will close its project file and archive for storage. CEC reserves the right to destroy all file information within seven (7) years after conclusion of the services.

18. SURVIVAL

In the event of termination, cancellation or avoidance of this AGREEMENT, the terms and conditions of Articles 3 (Site Access, Site Conditions and Subsurface Features), 4 (Biological Pollutants, Hazardous Materials and Hazardous Conditions), 5 (Evolving Technologies), 10 (Insurance), 11 (Allocation of Risk), 13 (Governing Law), 14 (Dispute Resolution), and 16 (Ownership) shall survive termination of the AGREEMENT.

END OF TERMS



City of Napoleon, Ohio

Department of Public Works

255 West Riverview Avenue, P.O. Box 151

Napoleon, OH 43545

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

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

www.napoleonohio.com

Memorandum

To: Lori L. Sicclair, City Manager
From: Chad E. Lulfs, P.E., P.S., Director of Public Works
cc: Mayor & City Council
Kevin Garringer, City Finance Director
Brian Okuley, Operations Superintendent
Marrisa Flogaus, Administrative Assistant
Date: April 1, 2026
Subject: Industrial Drive Pavement Replacement Project ~
Recommendation of Award

On Wednesday, April 1, 2026, bids were opened and read aloud for the above referenced project. Four bids were submitted and read as follows:

Hohenbrink Excavating, L.L.C.	\$219,642.99
Vernon Nagel, Inc.	\$245,315.00
J&L Construction Co., L.L.C.	\$246,415.00
Ward Construction Company	\$258,415.00

The Engineer's Estimate for this project is \$270,000.00. This project consists of removing the asphalt pavement on Industrial Drive from the northerly end of the existing concrete pavement to 345' north of the concrete pavement and replacing it with concrete. The existing curbs shall remain except for where an existing catch basin will be adjusted to grade. This project does not have any external funding sources attached. The budget for this project is part of the 2026 Miscellaneous Street Improvements budget of \$500,000.00. The completion date for this project is October 31, 2026.

Having reviewed the submitted bids, it is my recommendation that Council award Hohenbrink Excavating, L.L.C. the contract for the Industrial Drive Replacement project in the amount of \$219,642.99. If you have any questions or require additional information, please contact me at your convenience.

CEL