

ORDINANCE 1-18-O

AN ORDINANCE AUTHORIZING THE MAYOR TO SIGN A REVOLVING LOAN FUND ADMINISTRATION AGREEMENT WITH THE STATE OF OHIO, DEPARTMENT OF DEVELOPMENT AND DECLARING AN EMERGENCY.

WHEREAS, the Ohio Small Cities Community Development Block Grant (CDBG) Revolving Loan Fund (RLF) Administration Agreement was received by the Administration of the City of Celina; and

WHEREAS, the purpose of the Agreement is to maintain adequate program oversight and ensure that communities understand and adhere to the terms of the Revolving Loan Fund Agreement in conjunction with the administration of the Community Development Block Grant Revolving Loan Fund; and

WHEREAS, the Agreement will be effective for a term of three years beginning on January 1, 2018 and terminating December 31, 2020; and

WHEREAS, said Agreement is attached hereto as Exhibit A which is fully incorporated herein by reference.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, and State of Ohio.

SECTION ONE

THAT, the Mayor be and is hereby authorized to enter into a Revolving Loan Fund Administration Agreement with the State of Ohio Department of Development, in a form substantially similar to the Agreement attached hereto as Exhibit A which is fully incorporated herein by reference.

SECTION TWO

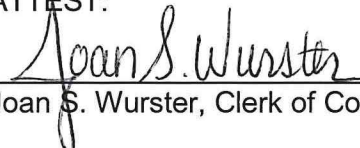
THAT, this Ordinance shall be declared an emergency measure immediately necessary for the preservation of the public health, safety and welfare and for the further reason that such agreement must be returned to the Ohio Department of Development Office of Housing and Community Partnerships by January 31, 2018. NOW, therefore, this Ordinance shall take effect and be in force immediately upon its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 29th day of January, 2018



Jason D. King, President of Council

ATTEST:



Joan S. Wurster, Clerk of Council

APPROVED January 29, 2018



Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:



George Erik Moore, Esq., City Law Director

ECONOMIC DEVELOPMENT REVOLVING LOAN FUND ADMINISTRATION AGREEMENT

This Economic Development Revolving Loan Fund Administration Agreement (the "Agreement") is made and entered into by and between the **State of Ohio, Development Services Agency**, located at 77 South High Street, P.O. Box 1001, Columbus, Ohio 43216-1001 (the "Grantor"), and **City of Celina**, located at **225 North Main Street, Celina, OH 45822** with F.T.I. Number: FTI **346400270** (the "Grantee"), and shall be effective beginning **January 1, 2018** (the "Effective Date") and terminate **December 31, 2020** (the "Termination Date").

BACKGROUND INFORMATION

A. Grantor, through its Office of Community Development ("OCD"), administers the federal Community Development Block Grant ("CDBG") Program for the State of Ohio.

B. Grantee has been determined to be an eligible recipient of CDBG funds and Grantee has been awarded CDBG funds from the Grantor to finance eligible activities that may generate Program Income as defined herein.

C. Grantor has recognized the positive impact on community development initiatives when the use of Economic Development Program Income is locally determined. Grantor has permitted the establishment of Economic Development Revolving Loan Funds within local political subdivisions to meet the primary development goals of: 1) encouraging the expansion and stability of the economic base of the designated area of the Economic Development Revolving Loan Fund; and 2) encouraging increased employment opportunities, particularly for low- and moderate-income persons in designated areas of the Economic Development Revolving Loan Fund.

D. Grantor desires to have Grantee administer an Economic Development Revolving Loan Fund using the CDBG Program Income and Grantee desires to administer an Economic Development Revolving Loan Fund using the CDBG Program Income for the purposes stated above.

E. Grantee has adopted a Resolution or Ordinance authorizing the execution of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

STATEMENT OF THE AGREEMENT

1. **Economic Development Revolving Loan Fund Capitalization.** Grantee shall deposit any and all Economic Development Program Income into an Economic Development Revolving Loan Fund account held by the Grantee.

2. **Definitions.**

- a.) Economic Development Revolving Loan Fund ("RLF") is a separate fund established for the purpose of accounting for Program Income and of carrying out the specific activities designated in OCD's RLF Policies and Procedures Manual, available on OCD's Technical Assistance website, which, in turn, generate payments to the fund ("RLF Funds") for the continued use in carrying out the same activities.
- b.) Economic Development Program Income is defined as gross income received by the recipient directly generated from the use of Ohio State Administered CDBG Program funds for economic development, downtown revitalization, and microenterprise business development activities.
- c.) CDBG Economic Development RLF Consolidation. Grantee shall consolidate all existing Economic Development RLF, Downtown RLF, and Microenterprise RLF accounts into an Economic Development RLF Account held by the Grantee.

3. **RLF Plan and Use of Funds.** Grantee has adopted an RLF Plan that includes the policies and procedures established by Grantor in the OCD RLF Policies and Procedures Manual. The plan must include any designated administrative agent, an established board structure, loan review criteria, and procedures for workouts, delinquencies and defaults. Grantee shall use the RLF Funds solely for the stated purposes set forth in this Agreement, OCD's RLF Policies and Procedures Manual, the Local RLF Plan, and the current Ohio Consolidated Plan.

4. **Loan and Grant Approvals.** Grantee shall submit to Grantor an RLF loan or grant approval request for each project being considered for RLF assistance. Grantee must receive Grantor's written approval prior to the commencement of the Grantee's local RLF project.

5. **National Objective Requirements.** Grantee shall ensure that all projects funded as a result of this Agreement meet the CDBG national objective of creating or retaining jobs for low-and-moderate income persons. Any projects not meeting this requirement must submit a request for waiver to Grantor. Grantor will review the request to determine if the project meets a CDBG National Objective. Written approval from Grantor must be received prior to the local RLF issuing approval for the project.

6. **Subrecipient Agreements.** Grantee shall not subgrant or subloan the Economic Development Program Income funds to any other local political jurisdiction or non-profit agency. Grantee may contract with a non-profit agency to administer the RLF Funds, but the funds are to remain with the Grantee in the Revolving Loan Fund Account. If there is a change in the designated administrative agent of the RLF Funds, it is the responsibility of the Grantee to notify OCD within fifteen (15) days of any change in status of the designated administrative agent.

7. **Accounting of RLF Funds.** RLF Funds shall be deposited and maintained in a separate fund account upon the books and records of Grantee (the "Account"). Grantee shall keep all records of the Account in a manner that is consistent with generally accepted accounting principles. All disbursements from the Account shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure.

8. **Reporting Requirements.** Grantee shall submit RLF Status Reports to Grantor no more than thirty (30) days after notification of the RLF Status Report request. RLF Status Reports may include but are not limited to the following: program income; program activities; and program outcomes.

9. **Compliance with General CDBG Requirements.** Grantee shall comply with all applicable provisions of the statutes, rules, regulations and guidelines as passed by Congress or promulgated by the Secretary of the Department of Housing and Urban Development (HUD).

10. **Compliance with Environmental Requirements.** Grantee shall comply with the provisions of 24 CFR Part 58, Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities, for all projects funded with Economic Development Program Income. Grantee agrees to prepare environmental review records and submit Request for Release of Funds and/or Certification documentation to Grantor for all funded projects. Grantee may not initiate project work until Grantor issues a Project Specific Release of Funds Respecting Environmental Grant Conditions.

11. **Acquisition and Relocation.** Grantee shall comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementing regulations set forth in 24 CFR 570.488 and 49 CFR Part 24 as they apply to the activities covered by this Agreement. Grantee shall comply with the process established under the Anti-Displacement and Relocation Plan.

12. **Term of the Agreement.** This Agreement shall begin on the Effective Date and shall terminate on the Termination Date, unless otherwise modified pursuant to Section 29 (f) herein. At least sixty (60) days prior to the Termination Date, Grantor will determine if the Grantee continues to have the capacity to administer the RLF Funds based on the performance of the Grantee and its designated administrative agent. Grantor shall promptly notify Grantee in writing of a determination questioning administrative capacity. Grantor reserves the right to determine if the State of Ohio will renew the Agreement to allow the Grantee to administer the RLF, have the Grantee close out the RLF by executing a CDBG Closeout Agreement or recapture the RLF Funds.

13. **Records, Access and Maintenance.** Grantee shall establish and maintain for at least three (3) years from the expiration of this Agreement, all direct information and such records as are reasonably related to the administration of an RLF as set forth in the OCD RLF Policies and Procedures Manual. Both parties further agree that records required by the Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between the Grantor and the Grantee shall be maintained for the time needed for the resolution of said question and that in the event of early termination of this Agreement as provided in Section 20 of this Agreement, or if for any other reason the Grantor shall require a review of the records related to the RLF Funds, the Grantee shall, at its own cost and expense, segregate all such records related to the RLF Funds from its other records of operation.

14. **Inspections.** At any time during normal business hours upon three days prior written notice and as often as Grantor may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, Grantee shall make available to Grantor, and to appropriate state agencies or officials, for examination, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit Grantor to audit, examine and make excerpts or transcripts from such records.

15. **Audits.** An audited Grantee shall submit to the Federal Audit Clearinghouse and make available for public inspection a copy of the audit, data collection form and reporting package as described in 2 CFR 200 Subpart F – Audit Requirements within the earlier of 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period. In addition Grantees must notify the Grantor when their audit reporting package is submitted to the Federal Audit Clearinghouse. Notification should be sent to singleaudit@development.ohio.gov and must take place within seven (7) days following submission of the reporting package to the Federal Audit Clearinghouse. In lieu of or in addition to the notification, Grantees may electronically submit their single audit report to singleaudit@development.ohio.gov or mail one copy of the single audit report to Special Projects Coordinator, Audit Office, P. O. Box 1001, Columbus, Ohio 43216-1001.

16. Equal Employment Opportunity. Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee will, in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee will incorporate the requirements of this paragraph in all of its respective contracts for any of the work for which the Grant Funds are expended (other than subcontracts for standard commercial supplies or raw materials), and Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

17. Prevailing Wage Rates and Labor Standards. In the commission of any Project(s) wherein federal funds are used to finance construction work as defined in the Code of Federal Regulations (CFR) Title 29, Part 5 to the extent that such activity is subject to the Davis-Bacon Act (40 United States Code (U.S.C.) 3141 to 3148, as amended), all laborers and mechanics employed by contractors or subcontractors on any such construction work assisted under this Agreement shall be paid the wages that have been determined by the U.S. Secretary of Labor to be the wages prevailing for the corresponding classes of laborers and mechanics employed on project(s) of a character similar to the contract work in the civil subdivision of the state wherein the work is to be performed. In addition, all laborers and mechanics employed by contractors or subcontractors on such construction work assisted under this Agreement shall be paid overtime compensation in accordance with the provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701 to 3708. Furthermore, Grantee shall require that all contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable federal and state laws and regulations.

In the event that the construction work to be undertaken does not lie within the purview of the Davis-Bacon Act, and neither the federal government nor any of its agencies prescribes predetermined minimum wages to be paid to mechanics and laborers to be employed in the construction work to be assisted by this Project(s), Grantee will comply with the provisions of Ohio Revised Code (ORC) Sections 4115.03 to 4115.16, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work.

18. Use of Federal Grant Funds. Grantee acknowledges that this Agreement involves the use of federal funds and as such, is subject to audit by the agency of the United States Government granting the funds to Grantor for the purposes of performing the work and activities as listed in the Grantee's RLF project report forms and in conformance with OCD's RLF Policies and Procedures Manual, and the Local RLF Plan. Grantee shall fully reimburse Grantor for any cost of Grantee which is disallowed by said federal agency and which must be refunded thereto by Grantor.

19. Property and Equipment Purchases. All items purchased by Grantee are and shall remain the property of Grantee, except if Grantor exercises its right to terminate this Agreement pursuant to paragraph 20, in which case all property and equipment purchased by Grantee with any Grant Funds herein awarded shall revert to Grantor. Grantee shall provide for the security and safekeeping of all items obtained through this Agreement.

20. Termination.

- a. Grantor may immediately terminate this Agreement by giving reasonable written notice of termination to Grantee for any of the following occurrences:
 - i. Failure of Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.
 - ii. Failure of Grantee to submit any report required by this Agreement that is complete and accurate.
 - iii. Failure of Grantee to use the Grant Funds for the stated purposes in this Agreement.
 - iv. Cancellation of the grant of funds from HUD.
- b. Early Termination: Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has ceased operations at the Project location. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the Effects of Termination under Section 21 of this Agreement.
- c. Grantor reserves the right to suspend the administration of the RLF at any time for failure of the Grantee or its designated administrative agent to administer the local RLF in compliance with the OCD's RLF Policies and Procedures Manual which is not attached but incorporated herein by reference. Throughout this Agreement, Grantee and any designated administrative agent must continue to demonstrate administrative capacity in the administration of the RLF. Failure to accurately report on the RLF Funds could result in Grantor placing the RLF Funds on hold or recapturing the RLF Funds. Grantor also reserves the right to request the RLF Funds be returned to the State of Ohio upon failure to comply with the OCD RLF Policies and Procedures Manual.

21. **Effects of Termination.** Within 60 days after termination of Agreement, Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to Agreement, which shall become the property of Grantor, unless otherwise directed by Grantor. After receiving written notice of termination, Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.

22. **Forbearance Not a Waiver.** No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights hereunder.

23. **Conflict of Interest.** No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

24. **Liability.** Unless Grantee is an Ohio political sub-division and can prove to Grantor that it is self-insured, Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

25. **Adherence to State and Federal Laws, Regulations.**

a. **General.** Grantee shall comply with all applicable federal, state and local laws in the performance of Grantee's obligations under Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations.

b. **Ethics.** Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflicts of interest laws including, without limitation, ORC Section 102.01 et seq., Sections 2921.01, 2921.42, 2921.421, 2921.43, and 3517.13(I) and (J), and (2) will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the Ohio ethics and conflict of interest laws, is in itself, grounds for termination of Agreement and the grant of funds made pursuant to Agreement and may result in the loss of other contracts or grants with the State of Ohio.

26. **Outstanding Liabilities.** Grantee represents and warrants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any amount to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other amount to the State, a state agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law.

27. **Falsification of Information.** Grantee affirmatively covenants that it has made no false statements to Grantor in the process of obtaining this award of the Grant Funds. If Grantee has knowingly made a false statement to Grantor to obtain this award of the Grant Funds, Grantee shall be required to return all the Grant Funds immediately pursuant to ORC Section 9.66(C) (2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC Section 9.66(C) (1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC 2921.13(F)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than one hundred eighty (180) days.

28. **Public Records.** Grantee acknowledges that Agreement and other records in the possession or control of Grantor regarding the Project are public records under ORC Section 149.43 and are open to public inspection unless a legal exemption applies.

29. **Miscellaneous.**

a. **Governing Law.** Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.

- b. Forum and Venue. Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to Agreement shall be brought only in a court in Columbus, Ohio.
- c. Entire Agreement. This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of Agreement.
- d. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
- e. Notices. All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.
- i. In the case of Grantor, to:
- Ohio Development Services Agency
Office of Community Development
77 South High Street, P.O. Box 1001
Columbus, Ohio 43216-1001
Attn: Deputy Chief
- ii. In the case of Grantee, to:
- Grantee Name: City of Celina
- Address: 225 North Main Street
- City, State, Zip: Celina, OH 45822
- f. Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Plan Submission. Requests for amendment or modification of Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project(s). Should the parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.
- g. Pronouns. The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- h. Headings. Section headings contained in Agreement are inserted for convenience only and shall not be deemed to be a part of Agreement.
- i. Assignment. Neither Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by Grantee without the prior express written consent of Grantor.
- j. Permissible Expenses. If "travel expenses," as defined in Ohio Administrative Code Section 126-1-02 (the "Expense Rule"), are a cost of the Project eligible for reimbursement with Grant Funds, Grantee shall be reimbursed accordingly. Grantee agrees that it shall not be reimbursed and Grantor shall not pay any items that are deemed to be "non-reimbursable travel expenses" under the Expense Rule, whether purchased by the Grantee or Grantor or their respective employees or agents.
- k. Binding Effect. Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.

- l. Survival. Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement shall so survive and shall benefit the parties and their respective successors and permitted assigns.
- m. Counterparts; PDF Accepted. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format ("PDF") shall be deemed to be originals for purposes of execution and proof of this Agreement.

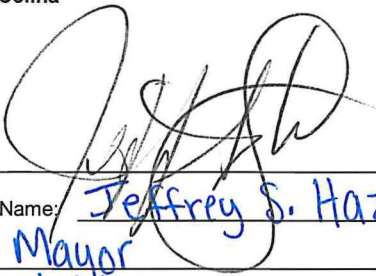
Signature: Each of the parties has caused this Economic Development Revolving Loan Fund Administration Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures effective as of the Effective Date:

GRANTEE:

GRANTOR:

City of Celina

State of Ohio
Development Services Agency

By: 
Printed Name: Jeffrey S. Hazel
Title: Mayor
Date: 1/31/18

By: _____
Printed Name: _____
Title: _____
Date: _____

ORDINANCE 2-18-O

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE MERCER COUNTY COMMISSIONERS FOR INDIGENT DEFENSE SERVICES IN MUNICIPAL COURT.

WHEREAS, the City of Celina recognizes its responsibility under the laws of the State of Ohio and of the United States of America to provide legal counsel to indigent persons charged with a violation of a City ordinance for which the penalty or any possible adjudication includes the potential loss of liberty; and

WHEREAS, Mercer County Commissioners adopted a program for the Municipality, whereby individual attorneys are assigned on a case by case basis for indigent defendants who qualify; and

WHEREAS, the Mercer County Commissioners pursuant to Ohio Revised Code §120.33 may enter into a contract with a municipal corporation under which the municipal corporation shall reimburse the County for counsel appointed to represent indigent persons charged with a violation of an ordinance of the municipal corporation; and

WHEREAS, these contracts must contain terms in conformance with Ohio Administrative Code 120-1-09 and the parties must follow the Ohio Public Defender Commission standards and guidelines and the limits of the County Maximum Fee Schedule for Appointed Counsel in order for Mercer County to obtain reimbursement for indigent defense costs pursuant to Ohio Revised Code §120.33 and §120.35, and pay the City of Celina it's appropriate share.

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, State of Ohio.

SECTION ONE

THAT, the Mayor is hereby authorized to execute an Agreement, in a form substantially similar to Exhibit A hereto attached and fully incorporated herein, with the Mercer County Commissioners to allow for the continuation of reimbursement of Indigent Defense Services in Municipal Court.

SECTION TWO

NOW, therefore, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 20th day of February, 2018




Jason D. King, President of Council

ATTEST:



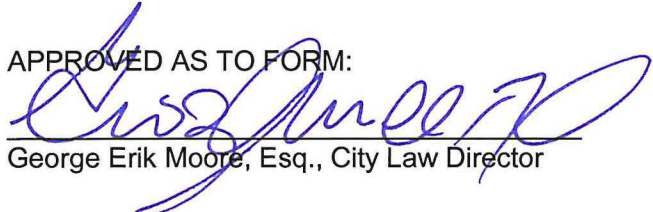
Joan S. Wurster, Clerk of Council

APPROVED February 20, 2018



Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:



George Erik Moore, Esq., City Law Director

**AGREEMENT FOR INDIGENT DEFENSE SERVICES
IN MUNICIPAL COURT
(ASSIGNED COUNSEL)**

This Agreement entered into by and between the Mercer County Commissioners with a mailing address of 220 W. Livingston St., Room A201, Celina, Ohio 45822 (hereinafter referred to as the "COUNTY"), and the City of Celina, with a mailing address of City of Celina Municipal Court, City Hall, P.O. Box 362, Celina, Ohio 45828, (hereinafter referred to as the "CITY").

WHEREAS, the CITY recognizes its responsibility under the laws of the State of Ohio and of the United States of America to provide legal counsel to indigent persons charged with a violation of a CITY ordinance for which the penalty or any possible adjudication includes the potential loss of liberty, and

WHEREAS, the COUNTY has adopted a program for this Municipality, whereby individual attorneys are assigned on a case by case basis for indigent defendants who qualify, and

WHEREAS, the County Commissioners pursuant to Ohio Revised Code §120.33 may enter into a contract with a municipal corporation under which the municipal corporation shall reimburse the County for counsel appointed to represent indigent persons charged with a violation of an ordinance of the municipal corporation, and

WHEREAS, these contracts must contain terms in conformance with Ohio Administrative Code 120-1-09 and the parties must follow the Ohio Public Defender Commission standards and guidelines and the limits of the County Maximum Fee Schedule for Appointed Counsel in order for the COUNTY to obtain reimbursement for indigent defense costs pursuant to Ohio Revised Code §120.33 and §120.35, and pay the CITY it's appropriate share, and

WHEREAS, this Agreement has been authorized by the CITY by Ordinance # 2-18-O, passed by the Celina CITY Council on February 26, 2018, and by Resolution # 18-232, passed by the Board of Commissioners of Mercer County on March 8, 2018.

NOW THEREFORE, the parties do mutually agree to bind themselves as follows:

1. REPRESENTATION

- 1.1 The CITY and COUNTY agree that the judges of the municipal court may assign by journal entry, recorded on the Court Docket, appointed counsel to represent indigent adults and juveniles in Municipal Court on or after the commencement date and during the term of this agreement in which the defendant is indigent and charged with the commission of an offense or act which is a violation of a CITY ordinance and for which the penalty or any possible adjudication includes the potential loss of liberty.

- 1.2 Indigency shall be determined in accordance with the standards of indigency and other rules and guidelines established by the Ohio Public Defender's Commission and the State Public Defender, pursuant to Ohio Revised Code §120.03 and Ohio Administrative Code §120-1-03. In addition to indigency determination, all rules, standards and guidelines issued by the Office of the Ohio Public Defender and Ohio Public Defender Commission shall be followed.

2. COMPENSATION

- 2.1 Pursuant to Ohio Revised Code 120.33 and aforesaid resolutions, the COUNTY shall pay all legal fees and expenses to counsel duly appointed by the Municipal Court of Celina, Ohio, to represent indigent persons charged with violations of the ordinances of the City of Celina, Ohio.
- 2.2 Payment by the municipality for representation of indigent persons may be by contractual amount or a fee schedule, however in either event such payment shall not exceed the fee schedule in effect and adopted by the County Commissioners of the county wherein the municipal corporation is located.
- 2.3 CITY agrees to reimburse the COUNTY for all legal fees and expenses which are paid by the COUNTY according to 2.1 above within thirty (30) days of receipt of an invoice for such fees and expenses.
- 2.4 The COUNTY shall promptly pay over to the CITY any reimbursement received from the Office of the Ohio Public Defender Commission pursuant to Chapter 120 of the Ohio Revised Code for any amounts expended pursuant to this agreement, within thirty (30) days of receipt of said reimbursement.

3. DURATION OF CONTRACT AND TERMINATION

- 3.1 The term of this agreement shall be for one year, January 1, 2018 to December 31, 2018. *This contract may be renewed for additional one year terms upon proper resolution of each entity agreeing to the one year extension and proper appropriation of funding for the new year. Copies of the resolutions are to be sent to the Ohio Public Defender, 250 East Broad St., Suite 1400, Columbus, Ohio 43215.*
- 3.2 If the COUNTY or CITY shall fail to fulfill in a reasonable, timely and proper manner its obligations under this agreement or if either party shall substantially violate any of the covenants, agreements or stipulations of this agreement by giving written notice to the other party of such termination and specifying an effective date thereof at least thirty (30) days before the effective date of said termination. Termination by either party shall not constitute a waiver of any other right or remedy it may have in law or in equity for breach of this agreement by the other party.
- 3.3 Written notice shall be considered furnished when it is sent by Certified Mail, return receipt requested or is hand delivered.

- 3.4 This agreement is automatically canceled, without requirement of notice, if any payment required by Section 2.1 of this agreement is not made within 90 business days of the date on which it is due.

4. TERMS OF AGREEMENT

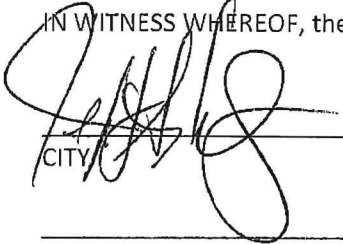
- 4.1 Indigency and client eligibility for representation under this agreement shall be determined in conformity with the standards of indigency and other rules and standards established by the Ohio Public Defender Commission and the State Public Defender.
- 4.2 As soon as is reasonably practical after a case is finally disposed of by the Municipal Court, the court shall approve counsel fees in accordance with the standards of indigency, which fees shall not be taxed as part of the costs of the case. In only exceptional circumstances shall the court approve attorney's fees in excess of the schedule established by the COUNTY.
- 4.3 Recognizing that the requests for reimbursements must be received by the State Public Defender within ninety (90) days of the end of the calendar month in which a case is finally disposed of by the court, the Celina Municipal Court Clerk shall promptly notify the COUNTY of the fees which have been approved.
- 4.4 After approval, the COUNTY Auditor shall thereafter, process the fees and expenses approved by the court in accordance with the procedure set forth in Ohio Revised Code §120.33.
- 4.5 There shall be no discrimination against any employee who is employed in the work covered by this agreement or against any application for such employment because of the race, color, religion, sex, age, handicap or national origin. This provision shall apply to, but not be limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, raises of pay or other forms of compensation, and selection for training, including apprenticeship. The COUNTY shall insert a similar provision in any subcontract for services covered by this agreement.
- 4.6 No personnel of the parties or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of the understanding or carrying out of any such work, shall prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

5. MODIFICATION

- 5.1 This contract may not be amended orally.

5.2 This contract may be amended only by written addendum, signed and executed by the parties named herein, or their successors.

IN WITNESS WHEREOF, the parties have hereunto set their hands.



CITY Date

CITY Date

CITY Date

 3-8-18

County Commissioner Date

 3/8/18

County Commissioner Date

 3/8/18

County Commissioner Date

COUNTY AUDITOR CERTIFICATE

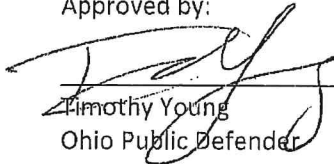
It is hereby certified that the amount required to meet the contract agreement, obligation, payment, or expenditure for the above has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in the process of collection free from any obligation of certificate now outstanding, as required by § 5705.41(D) of the Ohio Rev. Code.

DATED 3-12-2018



Randy Grapner, County Auditor

Approved by:

 3-4-18

Timothy Young Date
Ohio Public Defender

ORDINANCE 3-18-O

AN ORDINANCE AUTHORIZING THE CITY OF CELINA TO ACCEPT A GRANT FROM THE OHIO BUREAU OF WORKERS' COMPENSATION FOR THE FIREFIGHTER EXPOSURE TO ENVIROMENTAL ELEMENTS GRANT PROGRAM FOR THE PURCHASE OF A EXTRACTOR WASHER AND FIREFIGHTER HOODS WITH BARRIER PROTECTION, AND DECLARING AN EMERGENCY.

WHEREAS, the Celina Fire Department applied for state grant funds through the Ohio Bureau of Workers Compensation (BWC), Firefighter Exposure to Environmental Elements Grant Program (FEEEG), for the purchase of an extractor washer to wash the firefighters gear and firefighter hoods with barrier protection which are new and improved protection; and

WHEREAS, City Council passed Resolution 11-17-R on August 14, 2017 authorizing the Celina Fire Department and the City Auditor to apply for said grant with a commitment of matching funds; and

WHEREAS, the BWC has notified the City Auditors Office on November 15, 2017 that the City has been awarded a grant in the amount of \$5,917.50; and

WHEREAS, sufficient funds exist within the proposed 2018 Budget Appropriations for the required match

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer and State of Ohio.

SECTION ONE

THAT, the Celina City Council hereby accepts The Ohio Bureau of Workers' Compensation, Firefighter Exposure to Environmental Elements Grant in the total amount of Five Thousand Nine Hundred and Seventeen Dollars and Fifty Cents (\$5,917.50) and directs the Auditor to establish a special revenue fund called the BWC Firefighter Exposure to Environmental Elements Grant for the purpose of accounting for these funds.

SECTION TWO

THAT, the Council hereby appropriates Five Thousand Nine Hundred and Seventeen Dollars and Fifty Cents (\$5,917.50) from the BWC Firefighter Exposure to Environmental Elements Grant Fund for the purchase of an extractor washer and firefighter hoods with barrier protection.

SECTION THREE


THAT, this Ordinance shall be declared an emergency measure immediately necessary for the preservation of the public peace, safety, and welfare, such emergency arising out of the necessity to accept and respond to the requirements of the Ohio Bureau of Workers' Compensation Firefighter Exposure to Environmental Elements Grant. NOW, THEREFORE, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 12th day of February, 2018



Jason D. King, President of Council

ATTEST:

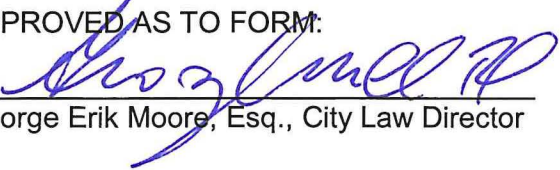


Joan S. Wurster, Clerk of Council

APPROVED February 12, 2018


Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:


George Erik Moore, Esq., City Law Director

ORDINANCE 4-18-O

AN ORDINANCE AUTHORIZING THE CITY OF CELINA TO ACCEPT A GRANT FROM THE OHIO BUREAU OF WORKERS' COMPENSATION FOR THE SAFETY INTERVENTION GRANT PROGRAM FOR THE PURCHASE OF A POWER COT, POWER LOAD SYSTEM AND POWER CHEST COMPRESSION SYSTEM, AND DECLARING AN EMERGENCY.

WHEREAS, the Celina Fire Department applied for state grant funds through the Ohio Bureau of Workers Compensation for the Safety Intervention Grant Program, for the purchase of a power cot, power load system to help prevent back injuries and other injuries to the fire fighter and to purchase a power chest compression system which is capable of performing chest compressions more effectively; and

WHEREAS, City Council passed Resolution 17-17-R on October 9, 2017 authorizing the Celina Fire Department and the City Auditor to apply for said grant with a commitment of matching funds of \$19,239.46; and

WHEREAS, the BWC has notified the Celina Fire Department on December 20, 2017 that the City has been awarded a grant in the amount of \$40,000.00; and

WHEREAS, the Mercer County Ambulance Service, by and through the Mercer County Commissioners, has agreed it will reimburse the City its share of the said grant (\$19,239.46), as evidenced by the resolution (#17-916) which was passed by the Mercer County Commissioners on September 21, 2017 with an effective date of September 21, 2017. A copy of which is attached hereto and labeled as Exhibit A for identification purposes.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer and State of Ohio.

SECTION ONE

THAT, the Celina City Council hereby accepts The Ohio Bureau of Workers' Compensation Safety Intervention Grant in the total amount of Forty Thousand Dollars (\$40,000.00) and directs the Auditor to establish a special revenue fund called the BWC Safety Intervention Grant for the purpose of accounting for these funds.

SECTION TWO

THAT, the Council hereby appropriates from the unappropriated balance of the General Fund, and approves the same as the matching transfer not-to-exceed Nineteen Thousand Two Hundred and Thirty-Nine Dollars and Forty-Six Cents (\$19,239.46).

SECTION THREE

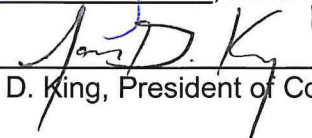
THAT, the Council hereby appropriates Forty Thousand Dollars (\$40,000) from the BWC Safety Intervention Grant Fund for the purchase of a power cot, power load system and power chest compression system for the Fire Department

SECTION FOUR

THAT, this Ordinance shall be declared an emergency measure immediately necessary for the preservation of the public peace, safety, and welfare, such emergency arising out of the necessity to accept and respond to the requirements of the Ohio Bureau of Workers' Compensation Safety Intervention Grant and for the purchase of a power cot, power load system and power chest

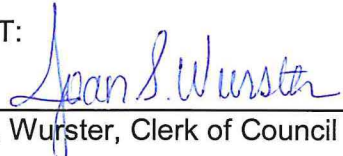
compression system. NOW, THEREFORE, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 12th day of February, 2018




Jason D. King, President of Council

ATTEST:

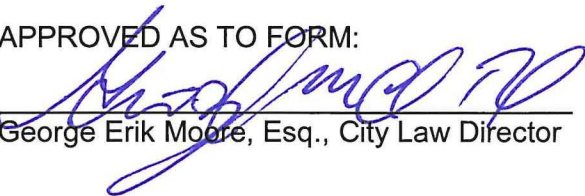


Joan S. Wurster, Clerk of Council

APPROVED, February 12, 2018


Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:



George Erik Moore, Esq., City Law Director

Date: SEPTEMBER 21, 2017

In the: THE MERCER COUNTY COMMISSIONERS AGREEING TO COMMIT MATCHING
matter of: FUNDS FOR THE OHIO BUREAU OF WORKERS' COMPENSATION SAFETY
INTERVENTION GRANT

The Board of County Commissioners of Mercer County, Ohio met in regular session on the 21st day of September, 2017, at the Office of the Mercer County Commissioners with the following members present: Mr. Greg Homan, Mr. Rick Muhlenkamp, and Mr. Jerry Laffin. Also, present was Mrs. Kim Everman, Clerk/Administrator of the Board.

Mr. Homan moved the passage of the following resolution:

RESOLUTION #17-916

WHEREAS, Ohio Bureau of Workers' Compensation has made available a Safety Intervention Grant to any Ohio state-fund or public employer who wishes to purchase equipment to substantially reduce or eliminate injuries and illnesses associated with a particular task or operation; and

WHEREAS, Celina Fire Department desires to apply for the safety grant for the acquisition of a power cot, power load equipment, and power chest compression system; the total equipment cost is estimated at \$59,239.46; and

WHEREAS, a 3 to 1 match - up to \$40,000 maximum - is required to be eligible to receive these grant funds; and

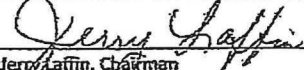
WHEREAS, EMS Director Kyle Gerlach supports the application by the Celina Fire Department as it provides much needed equipment at a significantly reduced amount; Mr. Gerlach respectfully requests authorization to utilize EMS funds for the local match calculated at \$19,239.46;

NOW, THEREFORE BE IT RESOLVED, by the Mercer County Commissioners that:

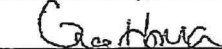
1. The Board hereby commits matching funds for the application by the Celina Fire Department to the Ohio Bureau of Workers Compensation for a Safety Intervention Grant.
2. The matching funds shall be paid from the EMS Fund as a reimbursement to the Celina Fire Department for the acquisition of equipment hereinabove referenced.
3. The matching funds shall not exceed nineteen thousand two hundred thirty-nine 46/100 dollars (\$19,239.46).

Mr. Muhlenkamp seconded the resolution and the roll being called upon its adoption the vote resulted as follows: Mr. Homan, Yes; Mr. Muhlenkamp, Yes; Mr. Laffin, Yes;


APPROVED BY THE BOARD OF COUNTY
COMMISSIONERS OF MERCER COUNTY, OHIO


Jerry Laffin, Chairman


Rick Muhlenkamp, Vice Chairman


Greg Homan, Member

ATTEST:


Clerk/Adm. of the Board

cc: EMS

ORDINANCE 5-18-O

AN ORDINANCE ACCEPTING A PRIVATE DONATION FOR A SPLASH PAD IN THE NEWLY ESTABLISHED BRYSON PARK DISTRICT FROM KATHY SHARKEY AND APPROPRIATING FUNDS AND DECLARING AN EMERGENCY.

WHEREAS, the City and Bryson Trust representatives have established a general park layout in the newly established Bryson Park District along Lake Shore Drive that includes construction of a Splash Pad for families and children; and

WHEREAS, Kathy Sharkey has promised and committed to pay up to Two Hundred Thousand Dollars (\$200,000.00) for the design and construction of a Splash Pad in the newly established Bryson Park District in honor of the late Daniel Sharkey, as a way to celebrate the importance of our children.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, and State of Ohio.

SECTION ONE

THAT, the Celina City Council hereby gratefully accepts the donation from Kathy Sharkey of up to Two Hundred Thousand Dollars (\$200,000.00) for the purpose of designing and constructing a Splash Pad in the Bryson Park District in honor of Daniel Sharkey.

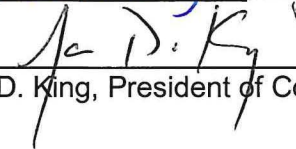
SECTION TWO

THAT, City Council hereby directs the Auditor to appropriate Two Hundred Thousand Dollars (\$200,000.00) from the unappropriated balance of the Park Fund into the Park Capital (224.410.5520) account for the design and construction of a Splash Pad.

SECTION THREE

THAT, this Ordinance shall be declared an emergency measure immediately necessary for the preservation of the public peace, safety, and welfare, and for the further reason that the purchase can be completed at the earliest date possible to avoid a future price increase. NOW, therefore, this Ordinance shall take effect and be in force immediately upon its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 26th day of February, 2018.

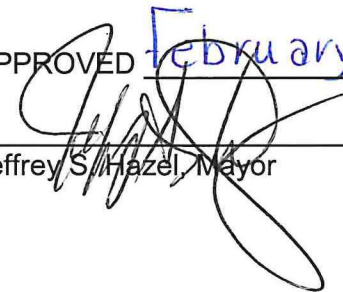


Jason D. King, President of Council

ATTEST:

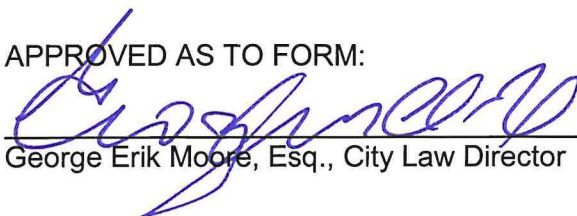


Joan S. Wurster, Clerk of Council

APPROVED February 26, 2018.


Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:



George Erik Moore, Esq., City Law Director

ORDINANCE 6-18-O

AN ORDINANCE AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO AWARD A CONTRACT FOR A SPLASH PAD BY WATER ODYSSEY IN THE BRYSON PARK DISTRICT TO DWA RECREATION (C/O DAVID WILLIAMS & ASSOCIATES, INC.), AND DECLARING AN EMERGENCY.

WHEREAS, the City of Celina desires to install a Splash Pad by Water Odyssey in the Bryson Park District; and

WHEREAS, the City was the recipient of a generous donation for a Splash Pad from Kathy Sharkey in honor of Daniel Sharkey in the Bryson Park District accepted by Ordinance 5-18-O, passed February 26, 2018; and

WHEREAS, the City of Celina received one quote for the Splash Pad by Water Odyssey which was approved by the donor and is attached hereto as Exhibit A which is fully-incorporated herein by reference; and

WHEREAS, DWA Recreation (c/o David Williams & Associates, Inc.) has a quote amount of One Hundred Seventy Five Thousand Nine Hundred Sixty Six Dollars and Forty Cents (\$175,966.40).

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, State of Ohio.

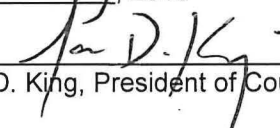
SECTION ONE

THAT, the Safety-Service Director is authorized to award the contract (Exhibit A) for the Splash Pad by Water Odyssey to DWA Recreation (c/o David Williams & Associates, Inc.) and the Safety-Service Director is further authorized to sign all documents and take all actions necessary to effectuate the intent of Council.

SECTION TWO


THAT, this Ordinance is hereby declared to be an emergency measure for the preservation of the public health, safety, and welfare, and for the further reason that the purchase can be done at the earliest date possible. NOW, therefore, this Ordinance shall take effect and be in force immediately upon its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 26th day of February, 2018

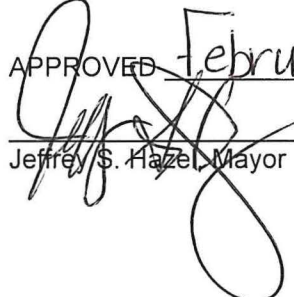


Jason D. King, President of Council

ATTEST:

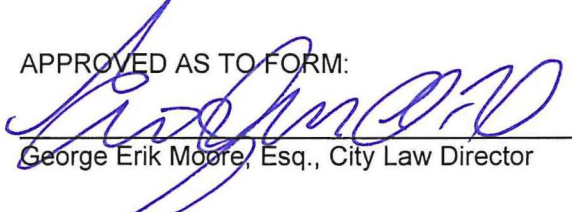


Joan S. Wurster, Clerk of Council

APPROVED February 26, 2018


Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:



George Erik Moore, Esq., City Law Director



fountain people
water odyssey

Quotation

| | |
|------------------|---------------------|
| Equipment: | \$137,241.00 |
| Installation: | \$39,750.00 |
| Freight & Crate: | \$9,954.68 |
| USC Discount: | -\$10,979.28 |
| Total: | \$175,966.40 |

Project No: W19538
Celina Spray Pad

Version: 1B R1

Monday, December 18, 2017
Valid For 90 Days
US Communities Contract 110179

| Qty | Part Number | Part Description |
|------|----------------|--|
| (1) | 05-0509 | 3" PRV30; 300GPM typical; Cast Bronze Pressure Reducing Valve, 10-35PSI output range; 36H Series 36H-200-02 factory set at 25PSI |
| (1) | W012C | Water Cage™, Water Conserving |
| (5) | W057 | Water Sprout™ |
| (1) | W093 | Water Weave™ |
| (10) | W280 | Popp Dropp™ |
| (5) | W326-1 | Custom Mission Hill Mister™ |
| (5) | W326C-2-W19538 | Custom Mission Hill Shower™, Water Conserving Version, Low Flow (5GPM) |
| (5) | W326C-3-W19538 | Custom Mission Hill Spill™ Water Conserving Version, Low Flow (5 GPM) |
| (1) | W009 | Touch & Go™ Bollard, Wired. |
| (1) | DSC-8-24-PTP | Pedestal Mounted UL-Listed Controller with 1 module for 8 hard-wired inputs, 3 modules for 24 wired 24VAC outputs, mounted in a NEMA 4X Enclosure with Lockable Hasp. |
| (2) | VM-10 | 4" Stainless Steel Manifold for Valve Box Installation w/pressure gauge, drain valve, water hammer arrestor, FPT inlet connection (10) discharge assemblies each with (1) true union ball valve and (1) 24VAC bronze solenoid valve with 15' cord. NOTE: Water pressure to the manifold must not exceed 50 psi. The installer must ensure this requirement is met. |
| (2) | WVB-3248 | In-ground FRP valve box with 32" x 48" 2-piece heavy-duty FRP lid, wiring channel, 2" conduit connection, and tamper-resistant stainless steel fasteners. For use with Catalog Number VM-07 through VM-12 Manifolds. |
| (5) | W200 | Plain Drain™ with 4" Slip Connection |

(Continued)

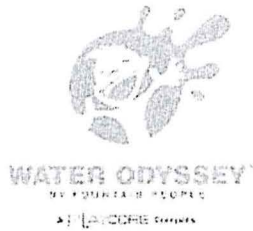
Creating compelling guest experiences.

Fountain People
4600 Hwy. 123
San Marcos, TX 78666

T: 512.392.1155
F: 512.392.1154
E: info@fountainpeople.com

www.fountainpeople.com
www.waterodyssey.com

| Qty | Part Number | Part Description |
|-----|--------------|--|
| (1) | Installation | <p>Included (By DWA Contractor):</p> <ul style="list-style-type: none"> · First year startup & closing · Excavate as necessary for sprayground pad · Furnish/Install sprayground footings · Furnish/Install sprayground plumbing · Install sprayground controller and activator · Install sprayground features · Rough grade back of excavated areas · Removal and disposal of spoils <p>Exclusions (By City of Celina):</p> <ul style="list-style-type: none"> · Utility installation and connection(s) to be provided by others · All Permits needed for sprayground · Furnish/Install sprayground gravel base · 6" thick for sprayground · 4" thick for surrounding surfaces · Furnish/Install sprayground concrete deck (4,000 psi AE) · 6" thick for sprayground · 4" thick for surrounding surfaces · All electrical to site to be provided by others to include panel · All utilities including water, storm, and sewer to be provided to site by others · Potable water with Backflow to site · 1"-2" Backflow Preventer Required, not included, to be provided by others · 120v/20a Electrical GFCI circuit to be provided to Controller by others to site · Final Grade and landscaping by others · All fencing to be provided by others · It is assumed that the shower facility at the pool is recognized by O.D.H. for sprayground. |



Warranty Statement

Warranty

Fountain People shall warrant all properly installed and maintained Water Odyssey™ equipment (excluding consumables) for a period of one year from date of shipment, unless otherwise qualified, below. For systems with a factory start-up, the warranty shall extend for 18 months from date of shipment or one year from date of start-up, whichever comes first. Fountain People, at its option, shall replace or repair any materials, components, or workmanship found to be defective, within the warranty period when returned to the factory, freight prepaid. No equipment or parts may be returned to Fountain People for repair or replacement without a factory issued RMA (Return Material Authorization).

Special Provisions

The following equipment shall be warranted for the terms noted when properly installed and maintained:

Structural Pipe: Stainless steel pipe and anchor bases used in the fabrication of Water Odyssey™ play equipment shall be warranted against structural failure for a period of 25 years.

Finish Coating: Shall be warranted for a period of 2 years against peeling or fading under normal environmental conditions.

ColorCast™ Accents: Shall be warranted for a period of 2 years against fading or cracking under normal environmental conditions.

Nozzles: Brass or stainless steel, 5 Years. PVC nozzles, 2 years.

Polyurethane Components (including Fun Forms™) shall be warranted for a period of 2 Years.

Water Odyssey™ Dynamic Sequencing Control Module 02-6210, Valve Boxes and Fiberglass Components shall be warranted against defects for a period of 3 years. All DSC Controller components, other than the 02-6210 module, are warranted for 1 year.

UV Disinfection Units Manufactured by ETS/ATG UV (excluding consumables) shall be warranted for a period of five (5) years after commencement of operation providing that the owner has entered into a service agreement with a factory trained and certified representative to annually (during the warranty period) service the unit as outlined in the Basic Operator's Guide using original manufacturers parts.

Exclusions

This warranty does not include damage resulting from lightning, vandalism, improper maintenance, operator error, Acts of God, failure to comply with codes of the jurisdiction having authority, or other conditions beyond the control of Fountain People. Nor does this warranty cover labor, freight charges, or incidental materials required to implement repairs. Fountain People shall not be held liable for damage to other equipment or materials, or loss of time, profits, or any inconvenience, directly or indirectly, resulting from the failure of equipment or materials furnished by Fountain People. Fountain People will not accept liability for any costs associated with the removal or replacement of equipment in difficult-to-access locations. These extraordinary costs shall be the responsibility of the customer, regardless of the reason necessitating removal of the product from service. This warranty may exclude damage to metals resulting from chemical control devices that use electrolysis as a means for generating chlorine or other chemicals to treat water. No other warranty, expressed or implied, exists beyond that included in this statement.

Creating compelling guest experiences.

Fountain People
4600 Hwy. 123
San Marcos, TX 78666

T: 512.392.1155
F: 512.392.1154
E: info@fountainpeople.com

www.fountainpeople.com
www.waterodyssey.com



Terms & Conditions

1. TERMS AND CONDITIONS, which follow, shall constitute the entire sales agreement between the parties. Any contrary or additional terms and conditions submitted by the purchaser shall be null and void unless specifically acknowledged in writing by Fountain People, Inc. (FPI) at the time of order acceptance.
2. PURCHASE ORDERS must be submitted in writing and be signed by an authorized representative of the purchaser. Purchase orders must be made out to "Fountain People, Inc." – not to our agent or any other party. All purchase orders must reference a specific "Equipment List" or equipment by catalog number. No purchase order will be accepted which references equipment "per Plans and Specifications".
3. ACCEPTANCE OF ORDERS takes place only when the order is acknowledged in writing by Fountain People, Inc. FPI reserves the right to reject any order.
4. PRICES are firm for 90 days from date quoted unless otherwise stated in writing. Prices on accepted purchase orders will be firm for six months from date of order. Orders not released within six months will be billed at price in effect at time of shipment.
5. SALES TAXES: (Customer) is solely responsible for prompt payment of any and all Taxes to the appropriate tax authority. Fountain People, Inc. shall not be liable for any of (Customer) income taxes, franchise tax or similar tax measured by (Customer) gross income or any business and operating licenses, fees and permits imposed upon (Customer) business operations. FPI shall not be liable to (Customer) for any employment related tax, fee, or charge. FPI will collect Sales and Use Taxes in the following states as applicable: Alabama, Arizona, Arkansas, California, Florida, Kansas, North Carolina, Pennsylvania, and Texas. Quoted prices do not include sales tax amount, which will be added at time of invoicing.
6. TERMS OF PAYMENT FOR DOMESTIC SHIPMENTS may vary depending on the degree of custom fabrication in the purchased equipment and the credit history of the purchaser. Standard payment terms are 50% deposit, with balance due upon shipment.
7. TERMS OF PAYMENT FOR INTERNATIONAL SHIPMENTS: Fountain People, Inc. will accept 50% cash deposit, with the balance due prior to shipment. In the event the customer cannot take delivery on the requested date, delivery shall be deemed completed at the FPI manufacturing facility for the purpose of payment.
8. A service charge of 1.5% per month will be added to all invoices not paid within terms. Delinquent accounts will be subject to credit hold, stop notices, lien filings, or litigation, as necessary.
9. RETENTIONS: Fountain People, Inc. is a material supplier, not a contractor and, as such, will not accept retention of payment in any form. As a corporation, FPI is required by law to report income directly to the IRS, are not bound by IRS Code 6109, and therefore should not receive 1099s, nor should payments be withheld on this premise.
10. MATERIAL LIENS: As a vendor, supplier, and material manufacturer, Fountain People, Inc. does not waive any right to lien or other security interest. Purchaser shall agree to furnish upon request all information required to complete such lien or security interest. Conditional and unconditional waivers shall be furnished to purchaser upon request and when appropriate.
11. DELIVERY will be made via common carrier. Fountain People, Inc. assumes no liability associated with shipping delays resulting from causes beyond its control. All shipments will be made FOB, San Marcos, Texas. Requests by the purchaser for air freight shipments or other special handling will be billed to the purchaser.
12. RETURNS will not be accepted unless accompanied by a Return Material Authorization (RMA). Requests to return material must contain the original invoice number and the reason for return. Returned material will be inspected upon receipt to determine condition. Approved warranty returns will be credited to purchase within 30 days of receipt. Materials returned new and unused will be subject to a minimum 40% restocking charge. No credit will be issued for any modified, custom, or discontinued items. All freight for return items will be at purchaser's expense. No freight collect shipments will be accepted.
13. CANCELLATIONS made after orders are released for fabrication and shipment will be subject to a cancellation charge. Custom fabricated items may not be canceled and must be paid in full even if refused.
14. FOUNTAIN SYSTEMS AND COMPONENT WARRANTY: Fountain People, Inc. shall warrant all properly installed and maintained equipment (except lamps) for a period of one year from date of shipment. For systems with a factory start-up, the warranty shall extend for 18 months from date of shipment or one year from date of start-up, whichever comes first. FPI, at its option, shall replace or repair any materials, components, or workmanship found to be defective within the warranty period when returned to

Creating compelling guest experiences.

Fountain People
4600 Hwy. 123
San Marcos, TX 78666

T: 512.392.1155
F: 512.392.1154
E: info@fountainpeople.com

www.fountainpeople.com
www.waterodyssey.com

the factory freight prepaid. No component may be returned to FPI for repair or replacement without an approved return material authorization.

15. This warranty does not include damage resulting from lightning, vandalism, improper maintenance, operator error, or other conditions beyond the control of Fountain People, Inc. Nor does this warranty cover labor, freight charges, or incidental materials required to facilitate fountain repairs. FPI shall not be held liable for damage to other equipment or materials, or loss of time, profits, or any inconvenience, directly or indirectly, resulting from the failure of equipment or materials furnished by FPI. Fountain People, Inc. will not accept liability for consequential loss or liquidated damages in connection with this order.
16. No other warranty, expressed or implied, including the warranties of merchantability exists beyond that included in this statement. In the event of any conflict between the terms and conditions contained herein and any terms and/or conditions contained within the agreement or purchase order, these terms and conditions contained shall supersede and prevail.

ORDINANCE 7-18-O

AN ORDINANCE ACCEPTING A PRIVATE DONATION FOR HANDICAP ACCESSIBLE BLEACHERS AT MONTGOMERY FIELD FROM WILLIAM W. MONTGOMERY AND APPROPRIATING FUNDS AND DECLARING AN EMERGENCY.

WHEREAS, William W. Montgomery has promised and committed to pay up to, but not more than, Twenty Five Thousand Three Hundred Ninety Two Dollars (\$25,392.00) for the purpose of handicap accessible bleachers for Montgomery Field; and

WHEREAS, the donation will finance the purchase of the handicap accessible bleachers.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, and State of Ohio.

SECTION ONE

THAT, the Celina City Council hereby accepts the donation from William W. Montgomery of up to, but not more than, Twenty Five Thousand Three Hundred Ninety Two Dollars (\$25,392.00) for the purpose of purchasing handicap accessible bleachers for Montgomery Field.

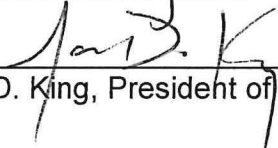
SECTION TWO

THAT, City Council hereby directs the Auditor to appropriate Twenty Five Thousand Three Hundred Ninety Two Dollars (\$25,392.00) from the unappropriated balance of the Park Fund into the Park Capital (224.410.5520) account for the purchase of said handicap accessible bleachers.

SECTION THREE

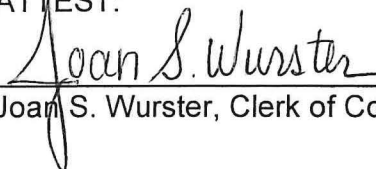
THAT, this Ordinance shall be declared an emergency measure immediately necessary for the preservation of the public peace, safety, and welfare, and for the further reason that the purchase can be done at the earliest date possible. NOW, therefore, this Ordinance shall take effect and be in force immediately upon its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 29th day of January, 2018.

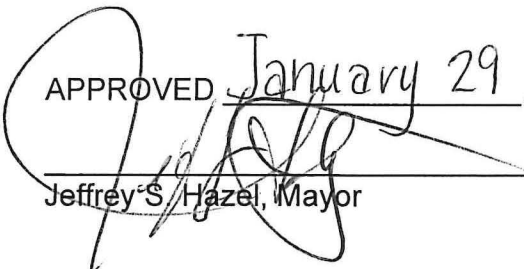


Jason D. King, President of Council

ATTEST:

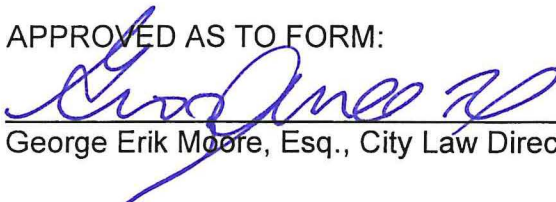


Joan S. Wurster, Clerk of Council

APPROVED January 29, 2018.


Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:



George Erik Moore, Esq., City Law Director

ORDINANCE 8-18-O

AN ORDINANCE AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO AWARD A CONTRACT FOR HANDICAP ACCESSIBLE BLEACHERS AT MONTGOMERY FIELD TO DWA RECREATION (C/O DAVID WILLIAMS & ASSOCIATES, INC.), AND DECLARING AN EMERGENCY.

WHEREAS, the City of Celina desires to install new handicap accessible bleachers at Montgomery Field from DWA Recreation (C/O David Williams & Associates, Inc.); and

WHEREAS, the City was the recipient of a generous donation for handicap accessible bleachers at Montgomery Field accepted by Ordinance 7-18-O, passed January 29, 2018; and

WHEREAS, the City of Celina has received one quote for the handicap accessible bleachers by DWA Recreation which is attached hereto as Exhibit A which is fully-incorporated herein by reference; and

WHEREAS, DWA Recreation (c/o David Williams & Associates, Inc.) has a quote amount of Twenty Five Thousand Three Hundred Ninety Two Dollars (\$25,392.00).

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, State of Ohio.

SECTION ONE

THAT, the Safety-Service Director is authorized to award the contract (Exhibit A) for the handicap accessible bleachers to DWA Recreation (c/o David Williams & Associates, Inc.) and the Safety-Service Director is further authorized to sign all documents and take all actions necessary to effectuate the intent of Council.

SECTION TWO

THAT, this Ordinance is hereby declared to be an emergency measure for the preservation of the public health, safety, and welfare, and for the further reason that the purchase can be done at the earliest date possible. NOW, therefore, this Ordinance shall take effect and be in force immediately upon its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 29th day of January, 2018




Jason D. King, President of Council

ATTEST:

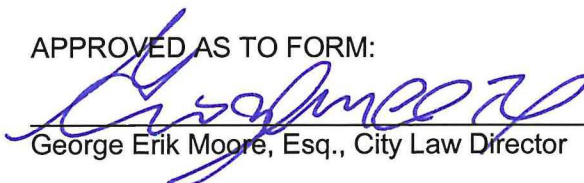


Joan S. Wurster, Clerk of Council

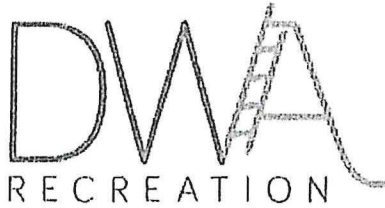
APPROVED January 29, 2018


Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:



George Erik Moore, Esq., City Law Director



P.O. Box 208 Harrison, OH 45030 800-762-7936 Toll
Free 330-821-4505 Fax
www.davidwilliamsassociates.com
info@davidwilliamsassociates.com

QUOTE
#48871

10/11/2017

Celina - Bleacher Unit by National Recreation

City of Celina
Attn: Joe Wolfe
308 Portland Street
Celina, OH 45822-2038
Phone: 419-586-3032
Fax: 419-586-2577
jwolfe@celinaohio.org

Project #: P21629
Ship To Zip: 45822

| Quantity | Part # | Description |
|----------|------------|--|
| 1 | E-0843.5AH | National Recreation - 8 Row x 43'6" Elevated Bleacher Unit - <i>Aluminum angle understructure 2 x 10 anodized aluminum seat plank Double 2 x 10 mill finish aluminum foot plank 1 x 6 riser rows 1-7 and (2) 1 x 6 top row risers 63 inch clear front walkway, 36" elevation (2) sets of entry stairs (2) 54 inch wide verticle aisles with mid aisle handrails Chainlink guardrail system (1) ADA accessibility ramp plus (5) ADA seats Concrete Wedge Anchors</i> |

Pricing shown includes freight

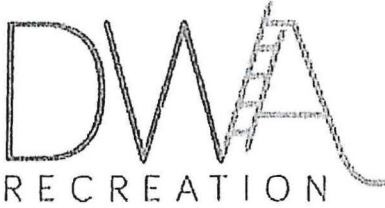
Total Amount: \$25,392.00

OPTIONAL

On Site Assembly of unit shown (non prevailing wage)
please advise and **ADD \$ 6,350.00**
Assembly does not include ground work...all ground work is to be done by others

NOTE: For a budget number for a concrete pad you can use \$9.00 / SF

Payment terms: Payment in full, net 30 days subject to credit approval. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment will be invoiced separately from other services and shall be payable in advance of those services and project completion.



P.O. Box 208 Harrison, OH 45030 800-762-7936 Toll Free 330-821-4505 Fax www.davidwilliamsassociates.com info@davidwilliamsassociates.com

QUOTE #48871

10/11/2017

Celina - Bleacher Unit by National Recreation

To order: Please complete the acceptance portion of this quotation and provide color selections, purchase order copy and other key information requested.

This quote does not include any state or local sales taxes. Sales tax will be added to the order if required, unless otherwise noted.

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Purchase Orders must be made out to: GameTime c/o David Williams & Associates, Inc. P.O. Box 208 Harrison, OH 45030

Please issue one purchase order for the equipment and a separate purchase order for surfacing and/or equipment installation services. Shipping Time: Estimated Shipment 2-4 weeks. Please verify current lead time when placing order. Allow 3-5 days for actual transit time.

Short Ship Claims: Purchaser has 14 days from receipt of equipment to file a short ship report in writing to our office. Company reserves right to not honor claims made after this time.

Order Information:

Form with fields for Bill To, Contact, Address, City, State, Zip, Tel, Fax, eMail, and Ship To, Contact, Address, City, State, Zip, Tel, Fax, eMail.

Acceptance of quotation:

Form with fields for Accepted By (printed), Title, Telephone, Date, P.O. No, and Fax.

Purchase Amount: \$25,392.00

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

Handwritten signature of Sally Gansel over a line, with labels Salesman Signature and Customer Signature.

Quote prepared by: Sally Gansel

ORDINANCE 9-18-O

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF NOTES IN AN AGGREGATE PRINCIPAL AMOUNT OF \$1,495,000 IN ANTICIPATION OF THE ISSUANCE OF BONDS, TO PAY THE COSTS OF THE ACQUISITION OF REAL ESTATE AND RELATED IMPROVEMENTS AT 400 E. WARREN STREET, FORMERLY KNOWN AS "MERCCELINA MOBILE COURT", AND 400 SOUTH ASH STREET, TOGETHER WITH ALL NECESSARY APPURTENANCES, AND DECLARING AN EMERGENCY.

WHEREAS, this Council desires to issue the Notes described in SECTION THREE for the purposes of retiring a note with the principal amount of \$1,495,000 previously issued to finance the Improvements described in SECTION ONE; and

WHEREAS, the Mayor has been advised by First Financial Bank, National Association, the trust officer for the Bryson Trust, that the Bryson Trust remains willing to pay for the capital purchase of the Improvements up to \$1,495,000 and it is the City administration's intention to use those funds and any funds received from the Bryson Trust to pay debt service on the herein described indebtedness;

WHEREAS, the City Auditor as fiscal officer of this City has certified to this Council that the estimated life or period of usefulness of the Improvement is at least five years, the estimated maximum maturity of the Bonds described in SECTION TWO is 30 years, and the maximum maturity of the Notes described in SECTION THREE, to be issued in anticipation of the Bonds is 20 years.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, Ohio:

SECTION ONE

THAT, it is necessary to issue bonds of this City in an aggregate principal amount of \$1,495,000 (the Bonds) to pay for the costs of the acquisition of real estate and related improvements at 400 E. Warren Street, formerly known as "Mercelina Mobile Court", and 400 South Ash Street, together with all necessary appurtenances (the Improvements).

SECTION TWO

THAT, the Bonds shall be dated approximately February 1, 2019, shall bear interest at the now estimated rate of 5.0% per year, payable semi-annually until the principal amount is paid, and are estimated to mature in 30 annual principal installments that are in such amount that the total principal and interest payments on the Bonds in any fiscal year in which principal is payable are substantially equal. The first principal payment of the Bonds is estimated to be December 1, 2019.

SECTION THREE

THAT, it is necessary to issue and this Council determines that notes in an aggregate principal amount of \$1,495,000 (the Notes) shall be issued in anticipation of the issuance of the Bonds to retire a note of the City with the principal amount of \$1,495,000 previously issued to pay a portion of the costs of the Improvements. The Notes shall be dated the date of their issuance, and shall mature no later than three hundred sixty-five days after their issuance. The Notes shall bear interest at 2.70% per year (computed on an interest calculation method selected by the Original Purchaser (defined herein) thereof), payable at maturity and until the principal amount is paid or payment is provided for. The dated date, maturity date, and interest calculation method of the Notes shall be confirmed by the City Auditor in the certificate awarding the Notes (the Certificate of Award).

SECTION FOUR

THAT, the City Auditor (the Paying Agent) is hereby appointed as the City's paying agent for the Notes, and the debt charges on the Notes shall be payable in lawful money of the United States of America, or in Federal Reserve funds of the United States of America as determined by the City Auditor in the Certificate of Award, and shall be payable, without deduction for services of the Paying Agent, at the designated office of the Paying Agent, to the person or entity whose name appears on the registration records on the record date (being the fifteenth (15th) day prior to the date of payment). The Notes shall be prepayable one-time in whole or in part, but in no event less than the authorized denominations set forth in SECTION FIVE, without penalty or premium at the option of the City on any business day on or after 14 calendar days from the date of issuance (such date for prepayment being referred to as the Prepayment Date). Prepayment prior to maturity shall be made by deposit with the Paying Agent of the principal amount of the Notes to be redeemed plus interest accrued thereon to the Prepayment Date. The City's right of prepayment shall be exercised by mailing a notice of prepayment, stating the Prepayment Date and whether the prepayment is in full or in part, as provided above, and the name and address of the Paying Agent, by certified or registered mail to the registered owner of the Notes not less than fourteen (14) calendar days prior to the Prepayment Date. If money for the prepayment of the Notes is on deposit with the Paying Agent on the Prepayment Date, interest on the principal amount of the Notes shall cease to accrue on the Prepayment Date.

SECTION FIVE

THAT, the Notes shall be signed by the Mayor and City Auditor, in the name of the City and in their official capacities, provided that those signatures may be a facsimile. The Notes shall be issued in the denominations and numbers as requested by the Original Purchaser and approved by the City Auditor, provided that, no Note shall be issued in a denomination less than \$100,000. If it is determined by the City Auditor that it will facilitate the sale and delivery of the Notes, the entire principal amount of the Notes may be represented by a single note, will be issued as fully registered securities (for which the Paying Agent will serve as note registrar). The Notes shall not have coupons attached,

shall be numbered as determined by the City Auditor and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this Ordinance.

The Notes shall be transferable by the registered holder thereof in person or by his attorney duly authorized in writing at the principal office of the Paying Agent upon presentation and surrender thereof to the Paying Agent. The City and the Paying Agent shall not be required to transfer any Note during the 15-day period preceding any interest payment date, and no such transfer shall be effective until entered upon the registration records maintained by the Paying Agent. Upon such transfer, a new Note or Notes of authorized denominations of the same maturity and for the same aggregate principal amount shall be issued to the transferee in exchange therefor.

The City and the Paying Agent may deem and treat the registered holders of the Notes as the absolute owners thereof for all purposes, and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

SECTION SIX

THAT, the City Auditor is authorized to sell the Notes in accordance with law and the provisions of this Ordinance at private sale to Second National Bank, Division of the Park National Bank (the Original Purchaser), at a price of not less than 100% of par plus any accrued interest for the Notes. If the City Auditor sells the Notes, the City Auditor shall sign the Certificate of Award referred to in SECTION THREE evidencing that sale to the Original Purchaser, cause the Notes to be prepared, and have the Notes signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Notes if requested by the Original Purchaser, to the Original Purchaser upon payment of the purchase price. The Mayor, the City Auditor, the Clerk of Council and other City officials, as appropriate, are each authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Ordinance. The City Auditor is authorized to approve a "processing fee" for the Original Purchaser for an amount not to exceed \$295.00, as set forth in the Certificate of Award.

SECTION SEVEN

THAT, the proceeds from the sale of the Notes, except any premium and accrued interest, shall be paid into the proper fund or funds and those proceeds are hereby appropriated and shall be used for the purpose for which the Notes are being issued. Any portion of those proceeds representing premium and accrued interest shall be used only for the retirement of the Notes at maturity.

SECTION EIGHT

THAT, the par value to be received from the sale of the Bonds or of any renewal notes and any excess funds resulting from the issuance of the Notes shall, to the extent

necessary, be used to pay the debt charges on the Notes at maturity and are pledged for that purpose.

SECTION NINE

THAT, during the year or years in which the Notes are outstanding, there shall be levied on all the taxable property in the City, in addition to all other taxes, the same tax that would have been levied if the Bonds had been issued without the prior issuance of the Notes. The tax shall be within the ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the bond retirement fund, which is irrevocably pledged for the payment of the debt charges on the Notes or the Bonds when and as the same fall due; provided, however, to the extent that other lawfully available funds are appropriated for such purposes, including without limitation any amounts received from the Bryson Trust, said tax need not be levied.

SECTION TEN

THAT this Council, for and on behalf of the City, hereby covenants that it will restrict the use of the proceeds of the Notes hereby authorized in such manner and to such extent, if any, and take such other actions as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute obligations the interest on which is subject to federal income taxation or "arbitrage bonds" under Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the Code), and the regulations prescribed thereunder. The City Auditor or any other officer having responsibility with respect to the issuance of the Notes is authorized and directed to give an appropriate certificate on behalf of the City, on the date of delivery of the Notes for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of said Sections 103(b)(2) and 148 and regulations thereunder, and to execute and deliver on behalf of the City an IRS Form 8038-G in connection with the issuance of the Notes.

These Notes are hereby deemed designated "qualified tax-exempt obligations" for the purposes set forth in Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

SECTION ELEVEN

THAT, the Clerk of Council or Auditor is directed to deliver a certified copy of this Ordinance to the County Auditor.

SECTION TWELVE

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

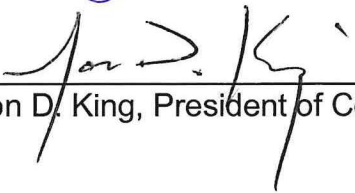
SECTION THIRTEEN

THAT, this Council finds and determines that all formal actions of this Council concerning and relating to the passage of this ordinance were taken in an open meeting of this Council or committees, and that all deliberations of this Council and of any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law.

SECTION FOURTEEN

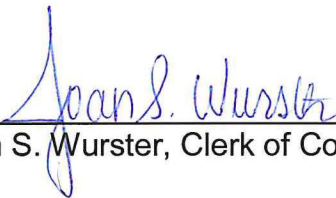
THAT, this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further reason that this Ordinance is required to be immediately effective in order to issue and sell the Notes, to provide funds to retire the outstanding notes; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

Passed this 12th day of February, 2018

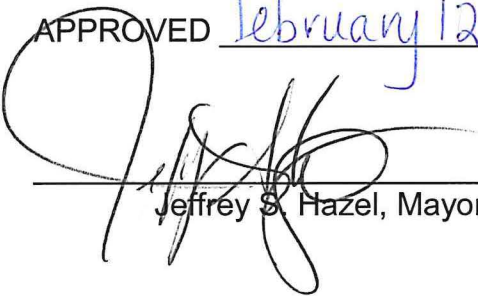


Jason D. King, President of Council

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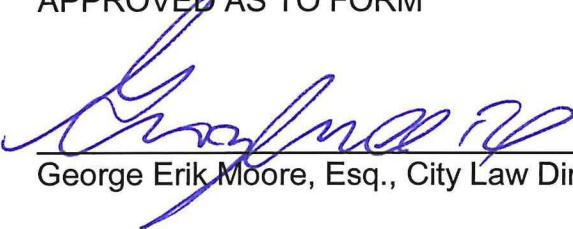


Joan S. Wurster, Clerk of Council

APPROVED February 12, 2018


Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM



George Erik Moore, Esq., City Law Director

EXTRACT FROM MINUTES OF MEETING

The Council of the City of Celina, Ohio, met in regular session on February 12, 2018 with the following members present:

Baltzell, Buxton, Clausen, Fleck, Larmore, Scott, and Sovinski.

Absent: N/A

There was presented and read to Council, Ordinance 9-18-O entitled:

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF NOTES IN AN AGGREGATE PRINCIPAL AMOUNT OF \$1,495,000 IN ANTICIPATION OF THE ISSUANCE OF BONDS, TO PAY THE COSTS OF THE ACQUISITION OF REAL ESTATE AND RELATED IMPROVEMENTS AT 400 E. WARREN STREET, FORMERLY KNOWN AS "MERCCELINA MOBILE COURT", AND 400 SOUTH ASH STREET, TOGETHER WITH ALL NECESSARY APPURTENANCES, AND DECLARING AN EMERGENCY.

CM Larmore moved the rule requiring an ordinance or resolution of a general or permanent nature to be read on three separate days be suspended. CM Clausen seconded the motion, and the following was the result of a vote thereon (at least three-fourths of the members concurring):

Ayes: 7

Nays: 0

CM Baltzell then moved that Ordinance No. 9-18-O be passed as read. CM Fleck seconded the motion, and the vote thereon resulted as follows (at least two-thirds of the members concurring):

Ayes: 7

Nays: 0

The Ordinance was declared passed February 12, 2018.

CERTIFICATE

The undersigned, Clerk of Council of the City of Celina, Ohio, hereby certifies that the foregoing is a true and correct copy of the minutes of a meeting of the Council of said City, held on February 12, 2018.



Clerk of Council

FISCAL OFFICER'S CERTIFICATE

To the Council of the City of Celina, Ohio:

As fiscal officer of the City of Celina, I certify in connection with your proposed issue of notes in an aggregate principal amount of \$1,495,000 (the "Notes"), to be issued in anticipation of the issuance of bonds (the "Bonds") to pay costs of the acquisition of real estate and related improvements at 400 E. Warren Street, formerly known as "Mercelina Mobile Court", and 400 South Ash Street, together with all necessary appurtenances (the "Improvements"), that:

1. The estimated life or period of usefulness of the Improvements is at least five years.
2. The estimated maximum maturity of the Bonds, calculated in accordance with Section 133.20 of the Revised Code, is 30 years. If notes in anticipation of the Bonds are outstanding later than the last day of December of the fifth year following the year of issuance of the original issue of notes, the period in excess of those five years shall be deducted from that maximum maturity of the Bonds.
3. The maximum maturity of the Notes is 20 years.

Dated: February 13, 2018

Betty Brown
Auditor
City of Celina, Ohio

ORDINANCE 10-18-O

AN ORDINANCE TO APPROVE, ADOPT AND ENACT THE CURRENT REPLACEMENT PAGES TO THE CODIFIED ORDINANCES, AND DECLARING AN EMERGENCY.

WHEREAS, certain provisions within the Codified Ordinances should be amended to conform with current State law as required by the Ohio Constitution, and

WHEREAS, various ordinances of a general and permanent nature have been passed by Council which should be included in the Codified Ordinances; and

WHEREAS, Council has heretofore entered into a contract with the Walter H. Drane Company to prepare and publish such revision; and

WHEREAS, the codification of such ordinances, together with the new matter to be adopted, the matters to be amended and those to be repealed are before the Council;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, State of Ohio.

SECTION ONE

THAT, the ordinances of the City of Celina, Ohio, of a general and permanent nature, as revised, recodified, rearranged and consolidated into component codes, titles, chapters and sections within the 2018 Replacement Pages to the Codified Ordinances are hereby approved and adopted.

SECTION TWO

THAT, the following sections and chapters are hereby enacted, amended or repealed as respectively indicated in order to comply with current State law.

Traffic Code

- 303.04 Road Workers, Motor Vehicles and Equipment Excepted. (Amended)
- 313.09 Driver's Duties Upon Approaching Ambiguous Traffic Signal. (Amended)
- 333.01 Driving Under the Influence. (Amended)
- 335.09 Display of License Plates. (Amended)
- 337.28 Use of Sunscreening, Nontransparent and Reflectorized Materials. (Amended)
- 351.06 Unattended Vehicles: Duties. (Amended)

General Offenses Code

- 513.09 Controlled Substance or Prescription Labels. (Amended)
- 521.10 Nonsmoking Areas in Places of Public Assembly. (Amended)
- 529.07 Open Container Prohibited. (Amended)
- 529.08 Hours of Sale or Consumption. (Amended)
- 537.15 Temporary Protection Order. (Amended)
- 549.04 Improperly Handling a Firearm in a Motor Vehicle. (Amended)

SECTION THREE

THAT, the complete text of the Traffic and General Offenses Code sections listed above are set forth in full in the 2018 replacement pages to the Codified Ordinances which are hereby attached to this Ordinance as Exhibit A. Any publication of this ordinance shall include the summary of new material in the Traffic and General Offenses Codes as set forth above.

SECTION FOUR

THAT, this Ordinance is hereby declared to be an emergency measure and its immediate passage is necessary in order to preserve, protect and maintain the public health, safety and welfare and for the further reason that it is necessary to bring the Traffic and General Offenses Codes into compliance with current State law as required by Article XVIII, Section 3 of the Ohio Constitution. Now, therefore, this Ordinance shall take effect and be in force immediately upon its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 12th day of February, 2018.

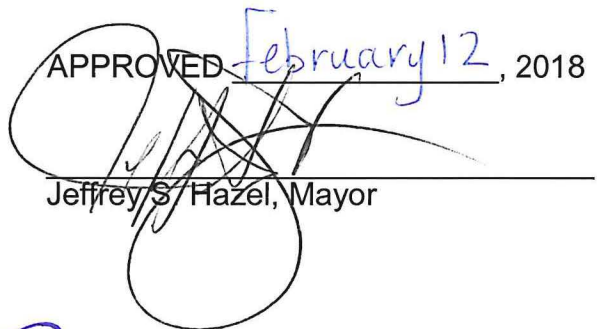


Jason D. King, President of Council

ATTEST:

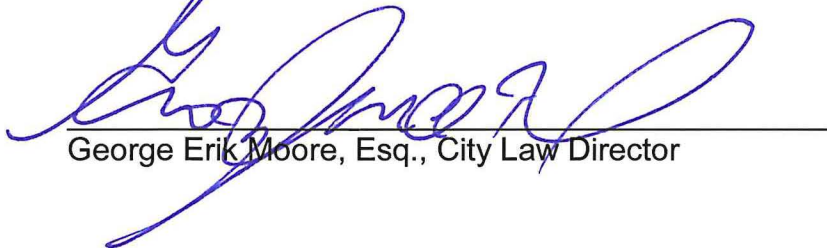


Joan S. Wurster, Clerk of Council

APPROVED February 12, 2018


Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:



George Erik Moore, Esq., City Law Director

ORDINANCE 11-18-O

AN ORDINANCE AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO ENTER INTO "RENEWAL OF LEASE AGREEMENT" WITH R.G. SOUND & COMMUNICATIONS, INC. FOR REAL PROPERTY FOR A TOWER, GUY WIRES, AND GUY ANCHORS, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Celina owns land located in the Southwest Quarter of the Northeast Quarter of Section thirty-six (36), Township Five (5) South, Range Two (2) East, in the City of Celina, County of Mercer, State of Ohio (the "property") which has a tower upon it; and

WHEREAS, the City of Celina and RG Sound & Communications, Inc. ("RG Sound") have entered in to a twenty (20) year lease regarding the property over the years, most-recently pursuant to a lease dated September 8, 1998 (a copy of which is attached and labeled as **Exhibit A**, which is fully-incorporated herein by reference), which was reaffirmed between the parties through an "Addendum to Lease Agreement" dated August 3, 2007 (a copy of which is attached and labeled as **Exhibit B**, which is fully-incorporated herein by reference); and

WHEREAS, RG Sound currently rents the property at a rate of Three Thousand Eight Hundred and xx/100 Dollars (\$3,800.00), payable in quarterly installments; and

WHEREAS, the September 8, 1998 lease expires on March 31, 2018; and

WHEREAS, the tower upon the property is not of a structure as to support cellular or similar equipment, but is rather only able to be used for its current use of providing "repeater service" for farming and commercial businesses, and as such the tower in its current state has lesser commercial value due to technological advancements; and

WHEREAS, RG Sound has expressed a desire to renew its lease regarding the rental of the property, under the terms and conditions set forth in greater detail in the attached **Exhibit C** entitled "Renewal of Lease Agreement" which is attached hereto and fully-incorporated herein by reference, including the new rental payments being reduced to an annual rental payment of Three Thousand and xx/100 Dollars (\$3,000.00) as a result of the antiquated and limited use of the tower, with said annual rental fee being payable in quarterly installments beginning with the execution of the Renewal of Lease Agreement.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, State of Ohio:


SECTION ONE

THAT, Council hereby approves of the terms and conditions of the agreement attached and labeled as **Exhibit C**, with this renewal period being from April 1, 2018 through March 31, 2023, and hereby authorizes the Safety-Service Director to sign the same, and to further take any and all action(s) necessary to effectuate the intent of Council.

SECTION TWO


THAT this Ordinance shall be declared an emergency measure immediately necessary for the preservation of the public peace, safety, and welfare, such emergency arising out of the necessity to renew the aforementioned lease prior to the expiration date of March 31, 2018. NOW, THEREFORE, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 26th day of March, 2018



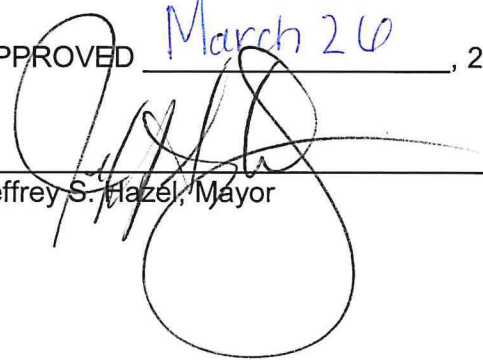
Jason D. King, President of Council

ATTEST:



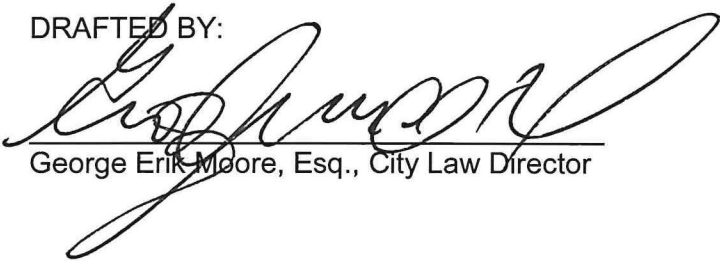
Joan S. Wurster, Clerk of Council

APPROVED March 26, 2018



Jeffrey S. Hazel, Mayor

DRAFTED BY:



George Erik Moore, Esq., City Law Director

LEASE

This Agreement, made and entered into this 8th day of September 1998, by and between the City of Celina, Ohio, hereinafter called "LESSOR" and R.G. Sound and Communications, Inc., an Ohio corporation, 1701 Industrial Drive, Celina, Ohio 45822, its successors and assigns, hereinafter called "LESSEE", witnesseth;

1. That the Lessor does hereby lease, demise and let unto the Lessee the following described parcel of land:

Located in the Southwest quarter (1/4) of the Northeast quarter (1/4) of Section thirty six (36), Township Five (5) South, Range Two (2) East, in the City of Celina, being more particularly described as follows:

Being a circular parcel having a radius of fifty (50) feet, the center of said circle being also the center of the base of a radio antenna situated on said parcel, said center being 217.5 feet South and 375.8 feet East of a point formed by the intersection of the North line of the Southwest quarter of the Northeast Quarter of said Section 36 and the East line of the Penn Central right-of-way.

Also three rectangular parcels ten (10) feet wide and three hundred seventy-five (375) feet long extending out from the center of said radio antenna, the centerline of said parcels being the vertical projection of the three (3) sets of guy wires supporting the antenna for the purpose of maintaining an antenna tower.

Beginning at the Southwest property corner of the Celina City Landfill property, said point also being the intersection of the East line of the Penn Central right-of-way and the North line of the Summit Street right-of-way; thence Northwest along the West property line of said property, a distance of 1199 ± feet; thence Northeast perpendicular to the West property line, a distance of 271 ± feet to the center of the base of a radio antenna; thence Southeast parallel to the West property line, a distance of 20 feet; thence Southwest perpendicular to the West property line, a distance of 251 ± feet; thence Southeast parallel to the West property line, a distance of 1187 ± feet to a point on the North line of the Summit Street right-of-way; thence West along the North right-of-way line to the point of beginning, for the purposes of maintaining a utility easement.

Lessor further grants Lessee right of ingress and egress over the established roadways existing upon Lessor's property.

2. To have and hold the same with the appurtenances, unto said Lessee for and during the full-term of twenty (20) years from the 1st day of April 1998 until the 31st day of March 2018.

3. Lessee agrees to pay Lessor as rent for the premises for the term of the lease the sum of Three thousand and eight hundred dollars (\$3,800.00) per year payable in equal quarterly

Lease, City of Celina to
R.G. Sound and Communications, Inc.

installments commencing with the execution of this agreement. Lessee further agrees to pay all taxes assessed on the lease premises due to improvements erected by Lessee thereon, whether or not such taxes are levied against Lessee or against Lessor.

4. Lessee agrees that upon termination of this agreement Lessee shall remove all equipment and appurtenances owned by Lessee on Lessor's property. This lease may be canceled and terminated by either party, without penalty, at any time, upon giving written notice of termination to the other party. The cancellation and termination shall be effective within one hundred eighty (180) days of the receipt of notice by the other party.

5. Lessor reserves the right to utilize all lands around the guy anchors and under the guy wires for any appropriate purpose consistent with Lessee's use of the leased premises.

6. Lessee shall use the lease premises so as not to interfere with the use of other property of Lessor.

7. Lessee shall indemnify, protect, and hold Lessor harmless from and against claims, liabilities, losses and physical damages to property and bodily injury or death to persons, including payments made under any workmen's compensation law, which may arise out of or be caused by Lessee's use of the leased premises or its activities under this lease, or by any act of Lessee, its agents, servants or employees. Lessee will maintain insurance to protect Lessor and Lessee, each as named insured, from and against all claims, demands, actions, costs, expense, and liabilities, which may arise or result, including all costs, expenses and legal fees which Lessor may have to pay.

8. The Lessee shall obtain any appropriate permits required by law for the construction or maintenance of equipment on said premises and shall pay all utility charges assessed or to be assessed against such operation.

9. The Lessee further agrees to perform, fully obey and comply with all the ordinances, rules, regulations and laws of all public

authorities, boards and officers relating to said premises, or the improvements thereon, or to the use thereon, or to the use thereof, and further not to use or occupy, or suffer or permit any person or body to use or occupy said premises, or any part thereof, for any purpose or use in violation of any law, statute or ordinance, whether Federal, State or Municipal, during the term of this lease.

10. Lessor hereby covenants and agrees that they will not use nor will they permit their remaining property to be utilized in any manner which could interfere with Lessees' intended use of the leased premises, that is, for the transmission and/or reception of television, radio and other electrical signals.

11. The lease is binding upon the successors and assigns of the parties hereto.

12. Lessee shall have the right to transfer and assign all its rights and obligations under this lease and in the premises and improvements referred to in this agreement, and the transfer or assignment shall be in all respects recognized by the lessor.

13. None of the terms, conditions, covenants or agreements of this Lease shall in any manner be altered, waived, changed or abandoned except by a writing duly executed and delivered by the parties hereto.

14. Lessor shall "grub out" the area leased within six (6) months of the date of this agreement. Thereafter, maintenance of any growth of vegetation on the lease premises shall be the responsibility of the lessee.

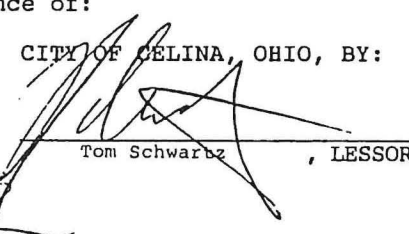
IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement the day and year first above written.

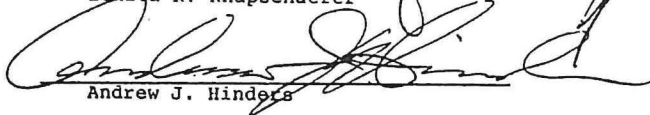
Signed and acknowledged in the presence of:

Signed in the presence of:

CITY OF CELINA, OHIO, BY:


Bonita R. Knapschaefer


Tom Schwartz, LESSOR


Andrew J. Hinder

Page 4 of 4 pages
Lease, City of Celina to
R.G. Sound and Communications, Inc.

Signed in the presence of:

R.G. SOUND AND
COMMUNICATIONS, INC., BY:


Larry Seals


Andy Godwin, LESSEE


Bonita R. Knapschaefer

Approved:

Kevin M. McKirnan,
City Law Director

STATE OF OHIO, COUNTY OF MERCER, ss:

Before me, a Notary Public in and for said County and State,
personally appeared the above named City of Celina, Ohio, by
Tom Schwartz, who acknowledged that he did sign
the foregoing instrument and that the same is his free act and
deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official
seal at Celina, Ohio, this 8th day of September 1998.

ANDREW J. HINDERS, Attorney At Law
Notary Public - State of Ohio
My Commission Has No Expiration Date
Section 147.03 R.C.

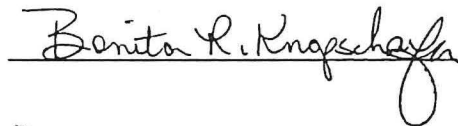


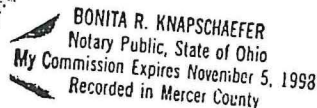
ANDREW J. HINDERS, Attorney At Law
Notary Public - State of Ohio
My Commission Has No Expiration Date
Section 147.03 R.C.

STATE OF OHIO, COUNTY OF MERCER, ss:

Before me, a Notary Public in and for said County and State,
personally appeared the above named R.G. Sound and Communications,
Inc. by Andy Godwin, who acknowledged that he did sign the
foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official
seal at Celina, Ohio, this 8th day of September 1998.




BONITA R. KNAPSCHAEFER
Notary Public, State of Ohio
My Commission Expires November 5, 1998
Recorded in Mercer County

This instrument prepared by: Andrew J. Hinders, Hinders and
Hinders, 110 West Market Street, Celina, Ohio 45822 (419) 586-4441

ADDENDUM TO LEASE AGREEMENT

THIS AGREEMENT is made and entered into on this 3rd day of August, 2007, by and between the **City of Celina**, an un-chartered municipality, 426 W. Market Street, Celina, Ohio 45822 (hereinafter "City") and the **RG Sound and Communications, Inc.**, an Ohio corporation, 1701 Industrial Drive, Celina, Ohio 45822 (hereinafter "RG Sound").

WITNESSETH:

WHEREAS, the City owns a certain of real property located in the Southwest Quarter of the Northeast Quarter of Section thirty-six (36), Township Five (5) South, Range Two (2) East, in the City of Celina, County of Mercer, and State of Ohio; and

WHEREAS, the City and RG Sound have entered into a twenty year lease agreement for this property dated September 8, 1998 wherein RG agreed to pay rent on the property in the amount of Three Thousand, Eight Hundred and No/100 Dollars (\$3,800.00) per year in quarterly installments; and

WHEREAS, the City and RG Sound have entered into an agreement whereas the City rents sound equipment from RG, for use at various public events held at Lake Shore Park, for the sum of Seven Hundred and No/100 Dollars (\$700.00) per month for three months, for a total of Two Thousand and One Hundred and No/100 Dollars (\$2,100.00) per year; and

WHEREAS, the parties agree to apply the cost of renting the sound equipment directly to the annual cost of leasing the real property and set this agreement in writing pursuant to Paragraph Thirteen (13) of the Lease dated September 8, 1998.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, IT IS AGREED AS FOLLOWS:

1. The Lease dated September 8, 1998 by and between the City and RG Sound shall remain in full force and effect.
2. In lieu of accepting cash payment due RG Sound from the City for rental of sound equipment, the rent for the real property as described in the Lease dated September 8, 1998 shall be reduced by the amount due and owing RG by the City, that being Two Thousand and One Hundred and No/100 Dollars (\$2,100.00), leaving a balance of rent due in the year 2007, from RG Sound to the City of Celina, Ohio, in the amount of One Thousand Seven Hundred and No/100 Dollars (1,700.00).
3. The City acknowledges RG has already paid the sum of Nine Hundred and Fifty and No/100 Dollars (\$950.00) in rent for the year 2007, leaving a balance due of Seven Hundred and Fifty and No/100 (\$750.00) due in rent for the year 2007, pursuant to the Lease dated September 8, 1998. RG Sound agrees to pay that rent on or before December 31, 2007.

a

IN WITNESS WHEREOF the parties have executed this Agreement on the date first above written.

Karen E. Smith
Witness -
Jina Freeman
Witness -

RG Sound and Communications, Inc.

Andy Godwin
By: Andy Godwin, President

Karen E. Smith
Witness -
Jina Freeman
Witness -

The City of Celina:
Jeffrey S. Hazel
By: Jeffrey S. Hazel
Safety Service Director

Approved as to Form:
Kevin M. McKirnan
Kevin M. McKirnan
City Law Director

STATE OF OHIO, COUNTY OF MERCER, SS:



Sworn to before me and subscribed in my presence by RG Sound and Communications, Inc. President: Andy Godwin, on this 3 day of August, 2007.
Recorded in Mercer County

Lucinda Grier
Notary Public

STATE OF OHIO, COUNTY OF MERCER, SS:

Sworn to before me and subscribed in my presence by the City of Celina, by Safety Service Director Jeffrey S. Hazel, on this 3 day of August, 2007.



LUCINDA GRIER
Notary Public - State of Ohio
commission expires May 7, 2012
Recorded in Mercer County

Lucinda Grier
Notary Public

RENEWAL OF LEASE AGREEMENT

THIS RENEWAL OF LEASE AGREEMENT ("Renewal") is made and entered into this _____ day of _____, 20_____, by and between the **City of Celina, Ohio**, an un-chartered Ohio municipal corporation, 225 North Main Street, Celina, Ohio 45822 (hereinafter "City") and **RG Sound and Communications, Inc.**, an Ohio corporation, 1701 Industrial Drive, Celina, Ohio 45822 (hereinafter "RG Sound") (collectively the "parties"), and is a renewal of a lease entered into by and between the parties dated September 8, 1998.

WITNESSETH:

WHEREAS, the City owns certain real property located in the Southwest Quarter of the Northeast Quarter of Section thirty-six (36), Township Five (5) South, Range Two (2) East, in the City of Celina, County of Mercer, and State of Ohio (the "property"); and

WHEREAS, the City and RG Sound have previously entered into a twenty (20) year lease agreement for the property dated September 8, 1998 wherein RG Sound agreed to pay rent on the property in the amount of Three Thousand Eight Hundred and xx/100 Dollars (\$3,800.00) per year in quarterly installments; and

WHEREAS, the tower upon the property is not of a structure as to support cellular or similar equipment, but is rather only able to be used for its current use of providing "repeater service" for farming and commercial businesses, and as such the tower in its current state has lesser commercial value due to technological advancements; and

WHEREAS, as a result of this antiquated and limited use of said tower upon the property, the parties have agreed to modify the rental payment for the renewal to Three Thousand and xx/100 Dollars (\$3,000) annually, payable in equal monthly installments, for a period of five (5) years commencing April 1, 2018 and ending March 31, 2023.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, IT IS AGREED AS FOLLOWS:

1. The lease dated September 8, 1998 by and between the City and RG Sound shall remain in full force and effect except as modified herein.

2. The modified term of the lease shall be from April 1, 2018 to March 31, 2023.
3. RG Sound agrees to pay the City as rent for the property the sum of Three Thousand and xx/100 Dollars (\$3,000.00) per year payable in equal quarterly installments commencing with the execution of this agreement.
4. In the event that the property is used for anything other than its now-current use of having a tower used exclusively for "repeater service for farming and commercial business", the previous annual rental rate of Three Thousand Six Hundred and xx/100 Dollars (\$3,600.00) shall be automatically re-imposed for the entire duration of this Renewal of Lease period.

{THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK}

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written:

RG Sound and Communications, Inc.

Witness: _____

Print name

By: Andy Godwin, *President*

Witness: _____
Print name

The City of Celina:

Witness: _____
Print name

By: Thomas J. Hitchcock,
Safety-Service Director

Witness: _____
Print name

Drafted by:

George Erik Moore, Esq.,
*Law Director for
City of Celina, Ohio*

Sworn and subscribed in my presence by RG Sound and Communications, Inc., by and through its President, Andy Godwin, this ____ day of _____, 20_____.

Notary Public

Sworn and subscribed in my presence by the City of Celina, by
and through its Safety-Service Director, Thomas J. Hitchcock,
this ____ day of _____, 20_____.

Notary Public

ORDINANCE 13-18-O

**AN ORDINANCE AMENDING VARIOUS CATEGORIES WITHIN
ORDINANCE 32-17-O AS THE FIRST SUPPLEMENT TO THE
2018 ANNUAL APPROPRIATIONS, AND DECLARING AN
EMERGENCY.**

WHEREAS, the Law Director Consultant account does not have sufficient funds available to pay the Public Officials Liability deductible and additional funds need to be appropriated.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, State of Ohio:

SECTION ONE

THAT, City Council hereby directs the Auditor to appropriate the following from the unencumbered balance in the respective fund:

Appropriate from unappropriated balance **General Fund:**

| | |
|--|------------|
| Law Director Consultant (110.180.5230) | \$1,650.00 |
|--|------------|

Appropriate from unappropriated balance **Electric Fund:**

| | |
|--|------------|
| Elec Adm/Gen Law Dir Consultant (661.180.5230) | \$1,600.00 |
|--|------------|

Appropriate from unappropriated balance **Water Fund:**

| | |
|---|-----------|
| Water Adm/Gen Law Dir Consultant (663.180.5230) | \$ 875.00 |
|---|-----------|

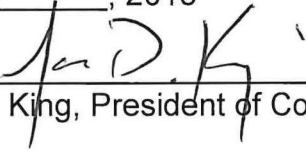
Appropriate from unappropriated balance **Waste Water Fund:**

| | |
|--|-----------|
| WW Sys Adm/Gen Law Dir Consultant (666.180.5230) | \$ 875.00 |
|--|-----------|

SECTION TWO


THAT, this Ordinance shall be declared an emergency measure immediately necessary for the preservation of the public peace, safety, and welfare, such emergency arising out of the necessity for immediate adjustments to the 2018 Annual Appropriations and for the further reasons that the Law Director Consultant lines need additional funds appropriated to pay the Public Officials Liability deductible. NOW, therefore, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 12th day of March, 2018

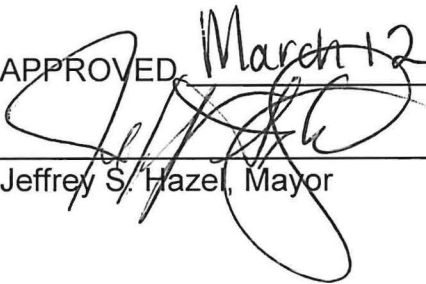


Jason D. King, President of Council

ATTEST:

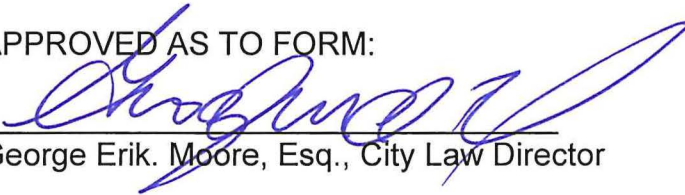


Joan S. Wurster, Clerk of Council

APPROVED March 12, 2018


Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:



George Erik Moore, Esq., City Law Director

ORDINANCE 14-18-O

AN ORDINANCE AUTHORIZING THE CITY TO GIVE CONSENT TO THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) TO CHIP SEAL VARIOUS ROUTES WITHIN THE DISTRICT TO STATE ROUTE 197 STRAIGHT LINE MILE 2.26 TO 6.33, MORE OR LESS WITH A PORTION IN THE CITY OF CELINA.

WHEREAS, this Ordinance is enacted by the City of Celina, Mercer County, Ohio hereinafter referred to as the CITY, in the matter of the stated described project; and

WHEREAS, the STATE has determined the need for the described project:

Chip seal various routes within the district to State Route 197 Straight Line Mile 2.26 to 6.33, more or less with portion in the City of Celina.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, and State of Ohio.

SECTION ONE

THAT, being in the public interest, the CITY gives consent to the Director of Transportation to complete the above-described project.

SECTION TWO

THAT, the STATE shall assume and bear 100% of all of the costs of the improvement. The CITY agrees to pay 100% of those features requested by the CITY which are determined by the State and Federal Highway Administration to be unnecessary for the Project.

SECTION THREE

THAT, the CITY hereby authorizes the Safety Service Director of the City of Celina to enter into and execute contracts with the Director of Transportation which are necessary to develop plans for and to complete the above-described project; and to execute contracts with ODOT pre-qualified consultants for the preliminary engineering phase of the Project. Upon request of ODOT, the Safety Service Director is also empowered to execute any appropriate documents to affect the assignment of all rights, title, and interests of the City of Celina to ODOT arising from any agreement with its consultant in order to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.

SECTION FOUR

THAT, the CITY agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The City also understands the right-of-way costs include eligible utility costs. The CITY agrees that all utility accommodation, relocation and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

SECTION FIVE

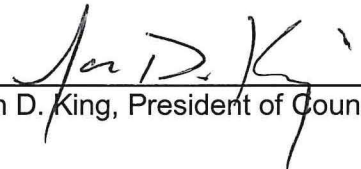
THAT, upon completion of the Project, and unless otherwise agreed, the CITY shall:

- provide adequate maintenance for the Project in accordance with all applicable State and Federal law, including, but not limited to, Title 23, U.S.C., Section 116;
- provide ample financial provisions, as necessary, for the maintenance of the Project;
- maintain the right-of-way, keeping it free of obstructions; and
- hold said right-of-way inviolate for public highway purposes.

SECTION SIX

NOW, THEREFORE, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 9th day of April, 2018.




Jason D. King, President of Council

ATTEST:


Joan S. Wurster, Clerk of Council

APPROVED April 9, 2018.


Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:


George Erik Moore, Esq., City Law Director

CERTIFICATE OF COPY
STATE OF OHIO

The City of Celina, Mercer County, Ohio

I, Joan Wurster, as Clerk of the City of Celina of Mercer County, Ohio, do hereby certify that the foregoing is a true and correct copy of Ordinance 14-18-O adopted by the legislative Authority of the said City of Celina on the 9th day of April, 2018.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable, this 9th day of April, 2018.



Clerk of Council
City of Celina of Mercer County, Ohio.

(SEAL)

ORDINANCE 15-18-O

AN ORDINANCE REPEALING A CERTAIN PORTION OF ORDINANCE 6-17-O AND ADOPTING HEREIN "PARKS AND RECREATION SEASONAL PERSONNEL AND CONTRACT LICENSED OFFICIALS SALARY SCHEDULES" AND DECLARING AN EMERGENCY.

WHEREAS, separate wage schedules are established for seasonal workers with the Celina Parks and Recreation Department; and

WHEREAS, this Ordinance will repeal and replace the portion of Ordinance 6-17-O with regards to all Parks and Recreation seasonal personnel salary schedules contained within this legislation.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, and State of Ohio.

SECTION ONE

THAT, the Parks and Recreation Department seasonal personnel salary schedule contained in Ordinance 6-17-O, passed March 27, 2017, be and the same is herein repealed in its entirety, and replaced with the Parks and Recreation Department seasonal personnel salary schedule as set forth in section two hereinbelow.

SECTION TWO

THAT, the following salary schedule for the Parks and Recreation seasonal personnel and contract licensed officials be adopted.

- A. THAT, the following hourly rates be adopted for seasonal employees in the following categories: Parks Service Maintenance, Parks Maintenance Crew Members, and Baseball/Softball Coordinator:

| | |
|---------|--|
| Step 1: | State of Ohio Minimum Wage plus \$2.00 |
| Step 2: | State of Ohio Minimum Wage plus \$3.00 |
| Step 3: | State of Ohio Minimum Wage plus \$4.00 |

- B. THAT, the following hourly rates be adopted for the seasonal positions of pool manager and assistant managers:

Manager (1)

| | |
|--------|--|
| Step 1 | State of Ohio Minimum Wage plus \$5.25 |
| Step 2 | State of Ohio Minimum Wage plus \$5.50 |
| Step 3 | State of Ohio Minimum Wage plus \$5.75 |

Assistant Managers (2)

| |
|--|
| State of Ohio Minimum Wage plus \$3.00 |
| State of Ohio Minimum Wage plus \$3.25 |
| State of Ohio Minimum Wage plus \$3.50 |

- C. THAT, the following hourly rates be and are hereby adopted for seasonal Pool personnel:

Certified Lifeguards

- Step One State of Ohio Minimum Wage plus \$.50
- Step Two State of Ohio Minimum Wage plus \$.75
- Step Three State of Ohio Minimum Wage plus \$1.00

WSI Certified Lifeguards

- Step One State of Ohio Minimum Wage plus \$1.25
- Step Two State of Ohio Minimum Wage plus \$1.50
- Step Three State of Ohio Minimum Wage plus \$1.75

Basket House/Maintenance Concession Workers

- Step One State of Ohio Minimum Wage
- Step Two State of Ohio Minimum Wage plus \$.25
- Step Three State of Ohio Minimum Wage plus \$.50

D. THAT, the following per game compensation rate be adopted for officials of various seasonal sport programs:

Game Officials

| Step | Base | Plate | Soccer Flag Football |
|------|---------|---------|-------------------------|
| 1 | \$15.00 | \$16.00 | \$16.00 |
| 2 | \$16.00 | \$17.00 | \$17.00 |
| 3 | \$17.00 | \$18.00 | \$18.00 |
| 4 | \$18.00 | \$19.00 | \$19.00 |
| 5 | \$19.00 | \$20.00 | \$20.00 |

E. THAT, the following per game compensation rate be adopted for contract license officials.

- Pony League Baseball \$50.00 per game
- Registered Football Referees \$50.00 per game

F. THAT, the following hourly rates be adopted for the Programs Coordinator

- Step 1: \$ 20.00 per hour
- Step 2: \$ 21.00 per hour
- Step 3: \$ 22.00 per hour

SECTION THREE

THAT, Council declares this to be an emergency measure immediately necessary for the preservation of the public health, safety and welfare, and for the further reason to expeditiously establish the seasonal personnel rate changes. NOW, therefore, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 26th day of March, 2018

J.D.K.
Jason D. King, President of Council

ATTEST:

Joan S. Wurster
Joan S. Wurster, Clerk of Council

APPROVED March 26, 2018
Jeffrey S. Hazel
Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:

George Erik Moore
George Erik Moore, Esq., City Law Director

ORDINANCE 16-18-O

AN ORDINANCE AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO AWARD A CONTRACT FOR REPAIRS TO THE LIGHTING AT MONTGOMERY FIELD CAUSED BY THE TORNADO ON NOVEMBER 5, 2017 TO MUSCO LIGHTING COMPANY AND APPROPRIATING FUNDS AND DECLARING AN EMERGENCY.

WHEREAS, the City of Celina desires to repair the lighting at Montgomery Field that was damaged by the Tornado on November 5, 2017; and

WHEREAS, the City of Celina has received one bid for repairs to the lighting at Montgomery Field which is attached hereto as Exhibit A which is fully-incorporated herein by reference; and

WHEREAS, Musco Lighting Company has the lowest and best bid amount of Ninety Nine Thousand Nine Hundred Seventy Three Dollars (\$99,973.00).

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, State of Ohio.

SECTION ONE

THAT, the Safety-Service Director is authorized to award the contract (Exhibit A) for repairs to the lighting at Montgomery Field and the Safety-Service Director is further authorized to sign all documents and take all actions necessary to effectuate the intent of Council.

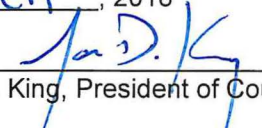
SECTION TWO

THAT, City Council hereby directs the Auditor to appropriate Ninety Nine Thousand Nine Hundred Seventy Three (\$99,973.00) from the unappropriated balance of the Park Fund into the Park Capital (362.224.5550) account for the lighting repairs at Montgomery Field.

SECTION THREE

THAT, this Ordinance is hereby declared to be an emergency measure for the preservation of the public health, safety, and welfare, and for the further reason that the purchase can be done at the earliest date possible. NOW, therefore, this Ordinance shall take effect and be in force immediately upon its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 12th day of March, 2018



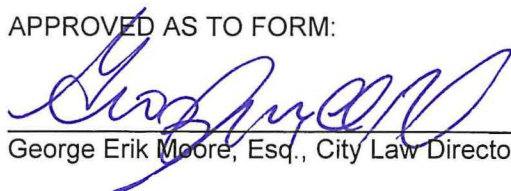
Jason D. King, President of Council

ATTEST:



Joan S. Wurster, Clerk of Council

APPROVED AS TO FORM:



George Erik Moore, Esq., City Law Director

APPROVED March 12, 2018


Jeffrey S. Hazel, Mayor

ORDINANCE 17-18-O

AN ORDINANCE AUTHORIZING AND DIRECTING THE COMMUNITY IMPROVEMENT CORPORATION OF MERCER COUNTY, AS AN AGENT FOR THE CITY OF CELINA, TO SELL AND CONVEY REAL PROPERTY WHICH IS OWNED BY THE CITY OF CELINA.

WHEREAS, the City of Celina entered into an Agreement with the community Improvement Corporation of Mercer County dated as of November 30, 2000, pursuant to Ordinance 63-00-O passed November 27, 2000, by the Celina City Council, which Agreement designated the Community Improvement Corporation of Mercer County as the agency and instrumentality of the City of Celina for industrial, commercial, distribution and research development in the City of Celina and which Agreement constitutes a plan of industrial, commercial, distribution, and research development for the City of Celina (referred to as the "Plan"), which Plan has been recorded as instrument # 201000003235 of the Mercer County Official Records, and which Plan remains in full force and effect; and

WHEREAS, the real property situated in the City of Celina, Jefferson Township, Mercer County, Ohio and in the northeast quarter of Section 1, Township 6 South, Range 2 East, being more particularly described in Exhibit A attached hereto, which is fully incorporated herein by reference, is determined to not be needed or required for municipal purposes; and

WHEREAS, the Celina City Council hereby determines that the sale of Premises to Mercer Landmark, Inc. will promote the welfare of the people of the City of Celina, stabilize the economy, provide employment, and assist in the development of industrial, commercial, distribution and research activities to the benefit of the people of the City of Celina and will provide additional opportunities for their gainful employment; and

WHEREAS, the City recommends to the Community Improvement Corporation of Mercer County that the Premises be sold to Mercer Landmark, Inc. under certain terms and conditions as determined by the Celina City Council; and

WHEREAS, if Mercer Landmark, Inc. does not comply with the terms and conditions as outlined below, the ownership of the Premises will automatically revert back to the City.

NOW, THEREFORE, BE IT ORDAINED by the Council of Celina, County of Mercer, and State of Ohio.

SECTION ONE

THAT, the Community Improvement Corporation of Mercer County, an Ohio non-profit corporation organized and existing under Chapter 1724 of the Ohio Revised Code, as agent for the City of Celina, Ohio, is authorized and directed to sell and convey the Premises described in Exhibit A attached hereto, and fully incorporated herein by reference, to Mercer Landmark under the following terms and conditions:

- a) The Company will purchase the Premises for \$24.85 per foot (281.83 centerline footage) for a total purchase price of Seven Thousand Three Dollars and Forty Eight Cents (\$7,003.48); and

- b) The Company will not be permitted to sell or transfer the Premises within twelve (12) months of the property purchase.

SECTION TWO

THAT, if Mercer Landmark, Inc. does not comply with the terms and conditions as outlined above, the ownership of the Premises will automatically revert back to the City of Celina without further action required by the City.

SECTION THREE


NOW, therefore, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 23rd day of April, 2018.

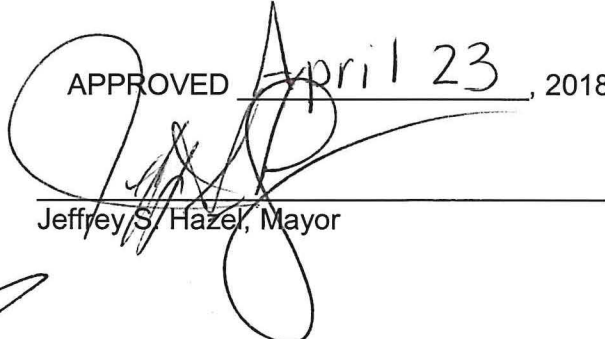


Jason D. King, President of Council

ATTEST:

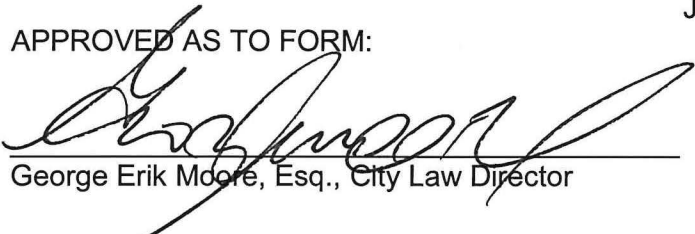


Joan S. Wurster, Clerk of Council

APPROVED April 23, 2018


Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:



George Erik Moore, Esq., City Law Director

KENT B. MARBAUGH

REGISTERED LAND SURVEYOR

1901 Carolina Court
Celina, Ohio 45822
PHONE 419-566-4293

CITY OF CELINA TO MERCER LANDMARK SURVEY DESCRIPTION

Being a parcel of land situated in the City of Celina, Jefferson Township, Mercer County, Ohio and in the northeast quarter of Section 1, Township 6 South, Range 2 East, being more particularly described as follows:

Commencing at an iron pin with cap set 13.59 feet west of the northwest corner of lot number 492 of the Western Extension to the Original Plat (Deed Book H, Page 416), being the Point of Beginning;

thence S 00° 14' 25" W, 281.29 feet along a line parallel and 18.00 feet east from the centerline of the main track of the former railroad to a Mag nail set;

thence N 63° 11' 52" W, 59.25 feet along a newly established north right-of-way line of Fayette Street to an iron pin found;

thence N 00° 14' 25" E, 282.36 feet to an iron pin found;

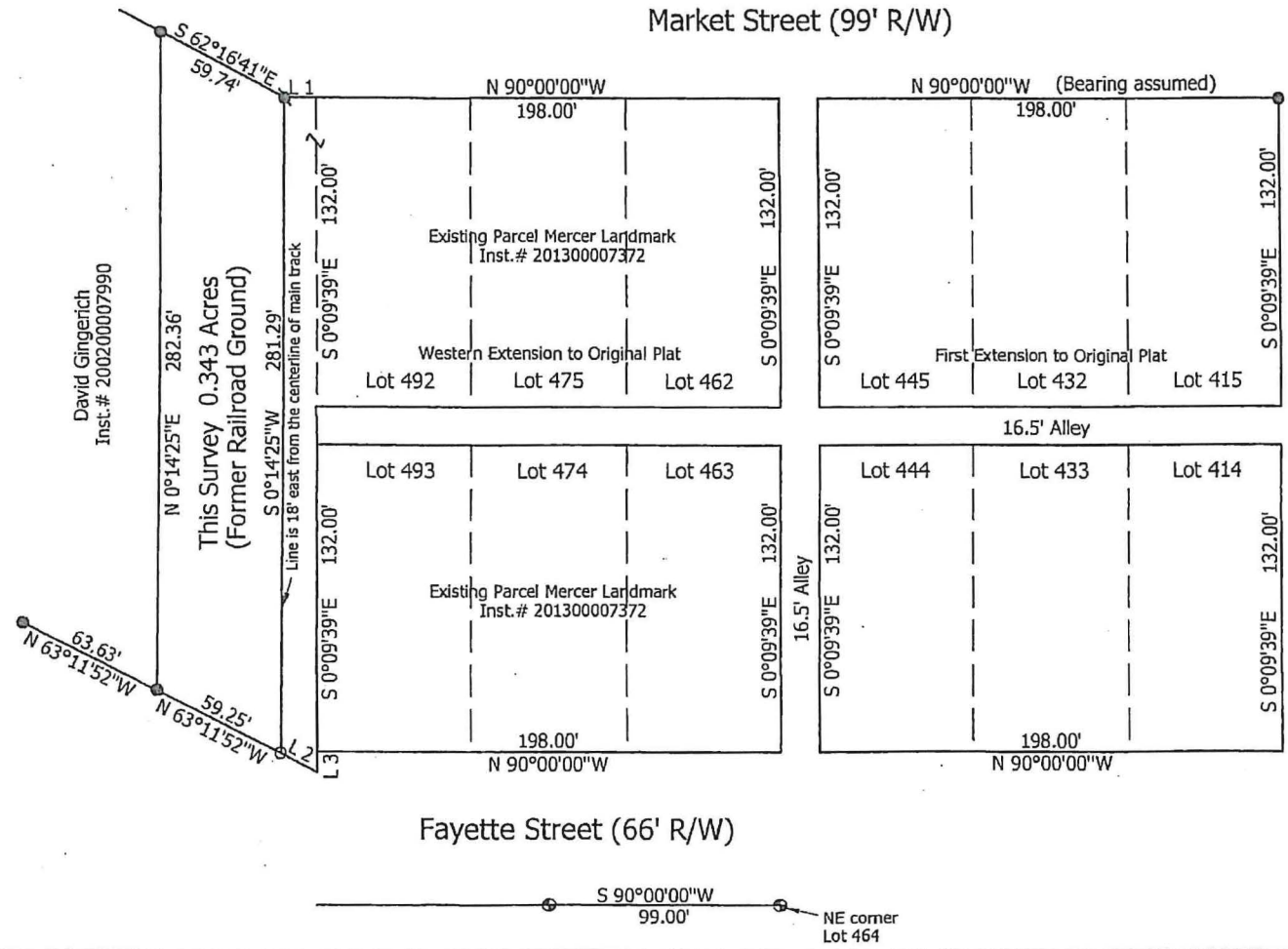
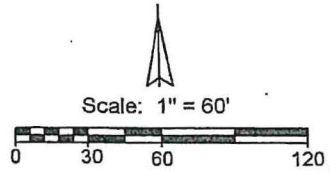
thence S 62° 16' 41" E, 59.74 feet along a newly established south right-of-way line of Market Street to the Point of Beginning, containing 0.343 acres of land more or less, subject to all valid easements and right-of-way.

All bearings were calculated from angles turned in an actual field survey by Kent B. Marbaugh, Registered Surveyor #7421, dated December 23, 2014, on file in the County Tax Map Office.

Surveyed by

Kent Marbaugh
Kent B Marbaugh P.S. #7421





Fayette Street (66' R/W)

Market Street (99' R/W)

Mill Street (66' R/W)

David Gingerich
Inst. # 200200007990

This Survey 0.343 Acres
(Former Railroad Ground)

S 90°00'00"W
99.00'

NE corner
Lot 464

N 90°00'00"W (Bearing assumed)
198.00'

First Extension to Original Plat
Lot 445 Lot 432 Lot 415

16.5' Alley

Lot 493 Lot 474 Lot 463

Existing Parcel Mercer Landmark
Inst. # 201300007372

Lot 444 Lot 433 Lot 414

N 90°00'00"W
198.00'

N 90°00'00"W
198.00'

N 90°00'00"W
198.00'

Existing Parcel Mercer Landmark
Inst. # 201300007372

Western Extension to Original Plat
Lot 492 Lot 475 Lot 462

S 0°09'39"E 132.00'

S 0°09'39"E 132.00'

N 90°00'00"W (Bearing assumed)
198.00'

S 0°09'39"E 132.00'

First Extension to Original Plat
Lot 445 Lot 432 Lot 415

S 0°09'39"E 132.00'

Lot 493 Lot 474 Lot 463

Existing Parcel Mercer Landmark
Inst. # 201300007372

S 0°09'39"E 132.00'

S 0°09'39"E 132.00'

N 90°00'00"W
198.00'

Lot 444 Lot 433 Lot 414

S 0°09'39"E 132.00'

S 0°09'39"E 132.00'

N 90°00'00"W
198.00'

S 62°16'41"E
59.74'

N 63°11'52"W
63.63'

N 63°11'52"W
59.25'

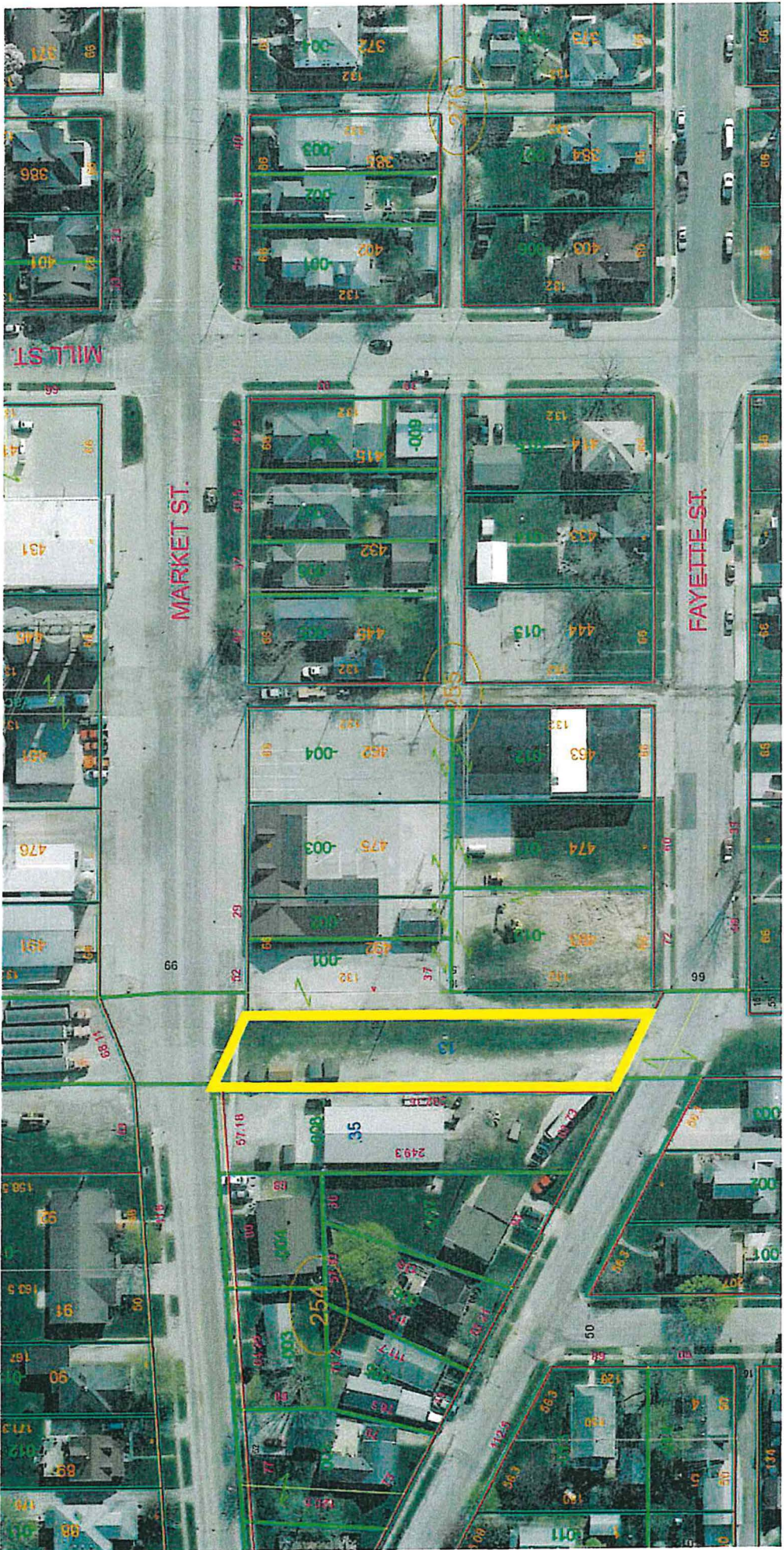
S 0°14'25"W 281.29'

N 0°14'25"E 282.36'

L 1

L 2

L 3



ORDINANCE 18-18-O

AN ORDINANCE TO AMEND ORDINANCE 50-15-O TO MAKE CHANGES TO CERTAIN POSITION CLASSIFICATIONS.

WHEREAS, through review and consideration of organizational structure and personnel needs, Administration has determined that the number of employees specified in Ordinance 50-15-O, passed by City Council on October 26, 2015, must be revised and modified to include additional positions and remove current positions, resulting in a reduction of two (2) positions overall; and

WHEREAS, the City of Celina has determined to eliminate the Administration position of "Community Development Director" under "Administration" category; and

WHEREAS, the City of Celina has determined to eliminate the Administration position of "Custodian" under "Administration" category; and

WHEREAS, the City of Celina has determined to transfer the position of "Tax Administrator" from the "Mayor's Office" category to the "Administration" category; and

WHEREAS, the City of Celina has determined to transfer the position of "Tax Clerk" from the "Mayor's Office" category to the "Administration" category; and

WHEREAS, the City of Celina has determined to create the position of "Human Resource Director" under the "Administration" category; and

WHEREAS, the City of Celina has determined to create the position of "Human Resource Coordinator" under the "Administration" category; and

WHEREAS, the City of Celina has determined to eliminate the "Mayor's Office" category since all such positions are now under the "Administration" category; and

WHEREAS, the City of Celina has determined to reduce the number of "Account Clerk I, II, or III" positions under the "Customer Service" category from four (4) positions to three (3) positions; and

WHEREAS, the City of Celina has determined to eliminate the position of "Meter Reader Crew Leader" under the "Customer Service" category; and

WHEREAS, the City of Celina has determined to increase the number of "Meter Reader I or II" positions under the "Customer Service" category from two (2) positions to three (3) positions; and

WHEREAS, the City of Celina has determined to reduce the number of "Dispatchers" positions under the "Police Department" category from six (6) positions to five (5) positions; and

WHEREAS, the City of Celina has determined to eliminate the position of "Water Line Maintenance Crewleader" under the "Water Department" category; and

WHEREAS, the City of Celina has determined to increase the number of "Water Line Maintenance Worker I or II" positions under the "Water Department" category from two (2) positions to three (3) positions; and

WHEREAS, the City of Celina has determined to increase the number of "Public Works Assistant Superintendent" positions under the "Public Works Department" category from one (1) position to two (2) positions; and

WHEREAS, the City of Celina has determined to eliminate the "Public Works Maintenance Crewleader" position from the "Public Works Department" category; and

WHEREAS, by and through these changes, the "Total City of Celina Authorized Positions" will decrease from one hundred fifteen (115) positions to one hundred thirteen (113) positions; and

WHEREAS, the City of Celina may appropriate funds in the future to fund any unfilled position through future legislation, from time to time.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, and State of Ohio.

SECTION ONE

THAT, the Administration position of "Community Development Director" under "Administration" category is hereby eliminated;

THAT, the Administration position of "Custodian" under "Administration" category is hereby eliminated;

THAT, the position of "Tax Administrator" is hereby re-categorized from the "Mayor's Office" category to the "Administration" category;

THAT, the position of "Tax Clerk" is hereby re-categorized from the "Mayor's Office" category to the "Administration" category;

THAT, the position of "Human Resource Director" is hereby created under the "Administration" category;

THAT, the position of "Human Resource Coordinator" is hereby created under the "Administration" category;

THAT, the "Mayor's Office" category is hereby eliminated;

THAT, the number of "Account Clerk I, II, III" positions under the "Customer Service" category is hereby reduced from four (4) positions to three (3) positions;

THAT, the position of "Meter Reader Crew Leader" under the "Customer Service" category is hereby eliminated;

THAT, the number of "Meter Reader I or II" positions under the "Customer Service" category is hereby increased from two (2) positions to three (3) positions;

THAT, the number of "Dispatchers" positions under the "Police Department" category is hereby reduced from six (6) positions to five (5) positions;

THAT, the position of "Water Line Maintenance Crewleader" under the "Water Department" category is hereby eliminated;

THAT, the number of "Water Line Maintenance Worker I or II" positions under the "Water Department" category is hereby increased from two (2) positions to three (3) positions;

THAT, the number of "Public Works Assistant Superintendent" positions under the "Public Works Department" category is hereby increased from one (1) position to two (2) positions;

THAT, the "Public Works Maintenance Crewleader" position from the "Public Works Department" category is hereby eliminated;

THAT, the "Total City of Celina Authorized Positions" is hereby reduced from one hundred fifteen (115) positions to one hundred thirteen (113) positions.

SECTION TWO

THAT, in order to reflect the modifications set forth in Section One (1) hereinabove, Ordinance 50-15-O, passed by City Council on October 26, 2015, is hereby repealed and replaced in its entirety as follows:

ADMINISTRATION

- 1 Safety-Service Director
- 1 Director of Administrative Services
- 1 Administrative Assistant
Planning & Community Development
- 1 Director
- 1 Tax Administrator
- 1 Tax Clerk
- 1 Human Resource Director
- 1 Human Resource Coordinator
- 8 Total Administration**

MUNICIPAL COURT

- 1 Municipal Court Clerk
- 5 Deputy Court Clerks I, II, III
- 1 Bailiff/Probation Officer
- 7 Total Municipal Court**

AUDITOR'S OFFICE

- 1 Chief Deputy Auditor
- 1 Deputy Auditor
- 1 Account Clerk I, II, or III
- 3 Total Auditor's Office**

CUSTOMER SERVICE

- 1 Account Clerk Supervisor
- 3 Account Clerk I, II or III
- 3 Meter Reader I or II
- 7 Total Customer Service**

PARKS & RECREATION DEPARTMENT

- 1 Parks & Recreation Director
- 1 Total Parks & Recreation Department**

POLICE DEPARTMENT

- 1 Chief of Police
- 1 Assistant Chief of Police
- 3 Sergeants
- 15 Patrolman
- 5 Dispatchers
- 25 Total Police Department**

ENGINEERING DEPARTMENT

- 1 City Engineer
- 2 Engineering Assistant I or II
- 1 Code Enforcement Officer
- 1 Account Clerk I, II or III
- 5 Total Engineering Department**

ELECTRIC DISTRIBUTION DEPARTMENT

- 1 Electric Distribution Superintendent
- 2 Electric Distribution Crewleader
- 7 Electric Line Maintenance Worker I, II, or III
- 10 Total Electric Distribution Department**

WATER DEPARTMENT

- 1 Water Treatment Plant - Distribution Superintendent
- 1 Water Treatment Plant Assistant Superintendent
- 6 Water Treatment Plant Operators I, II, III or Trainee
- 1 Laboratory Technician
- 3 Water Line Maintenance Worker I or II
- 12 Total Water Department**

WASTEWATER DEPARTMENT

- 1 Wastewater Treatment Plant Superintendent
- 1 Wastewater Treatment Plant Assistant Superintendent
- 3 Wastewater Treatment Plant Operators I, II, III or Trainee
- 5 Total Wastewater Department**

PUBLIC WORKS DEPARTMENT

- 1 Public Works Superintendent
- 2 Public Works Assistant Superintendent
- 6 Public Works Maintenance Worker I or II
- 1 Parks Maintenance Crewleader
- 3 Wastewater Collection Worker I, II or Trainee
- 13 Total Public Works Department**

FIRE DEPARTMENT

- 1 Fire Chief
- 1 Assistant Fire Chief
- 3 Fire Lieutenants
- 12 Firefighters
- 17 Total Fire Department**

113 Total City of Celina Authorized Positions

SECTION THREE

THAT, any City legislation or Sections of Ordinances inconsistent with the terms of this Ordinance are hereby repealed and this Ordinance is hereby declared the intent of Council.

SECTION FOUR

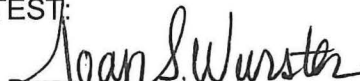
NOW THEREFORE, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 11th day of June, 2018.

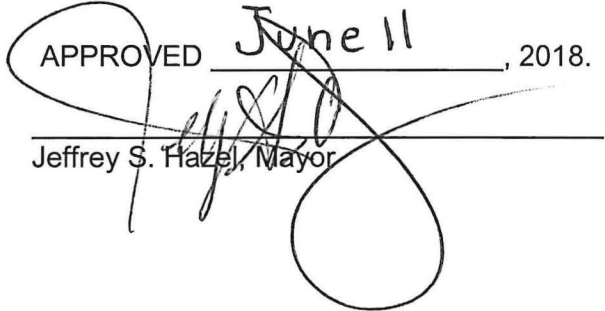


Jason D. King, President of Council
Calvin Scott, Pro-Tem

ATTEST:

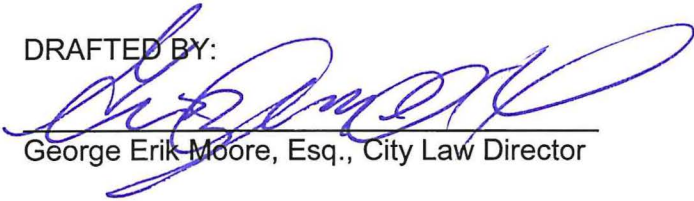


Joan S. Wurster, Clerk of Council

APPROVED June 11, 2018.


Jeffrey S. Haze, Mayor

DRAFTED BY:



George Erik Moore, Esq., City Law Director

ORDINANCE 19-18-O

AN ORDINANCE AMENDING AND RENAMING VARIOUS CATEGORIES WITHIN ORDINANCE 32-17-O AS THE SECOND SUPPLEMENT TO THE 2018 ANNUAL APPROPRIATIONS AND DECLARING AN EMERGENCY.

WHEREAS, the Law Director has identified the need to maintain appropriate funds in Law Director Consultant (110.180.5230) for several ongoing and/or anticipated/imminent legal actions and obligations which were unanticipated at the time of the enacting of the City's 2018 annual budget; and

WHEREAS, the Law Director has identified a need to hire an additional Contractual Assistant to support the Law Director's obligations including those specifically related to "Marsy's Law", an unfunded mandate passed by Ohio voters during the General Election held on November 7, 2017, with Marsy's Law becoming effective in 2018, without an increase to the Law Director's appropriated 2018 budget; and

WHEREAS, with regard to the additional Contractual Assistant needed by the Law Director to comply with Marsy's Law there is a need to rename the current account lines from Law Director Paralegal to Law Director Contractual Assistant (110.180.5232, 661.180.5232, 663.180.5232, 666.180.5232); and

WHEREAS, with regard to the several ongoing and/or anticipated/imminent legal actions and obligations which were unanticipated at the time of the enacting of the City's 2018 annual budget, there is a need to add funds to support these aforementioned ongoing and/or anticipated/imminent legal actions and obligations.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, State of Ohio:

SECTION ONE

THAT, The Auditor is hereby directed to rename the current account lines from Law Director Paralegal to Law Director Contractual Assistant (110.182.5232, 661.180.5232, 663.180.5232, 666.180.5232).

SECTION TWO

Appropriate from unappropriated balance **General Fund:**

| | |
|---|--------------|
| Law Director Contractual Assistant (110.180.5232) | \$ 10,560.00 |
|---|--------------|

Appropriate from unappropriated balance **Electric Fund:**

| | |
|---|--------------|
| Elec Adm/Gen Law Dir Contractual Assistant (661.180.5232) | \$ 10,240.00 |
|---|--------------|

Appropriate from unappropriated balance **Water Fund:**

| | |
|--|-------------|
| Water Adm/Gen Law Dir Contractual Assistant (663.180.5232) | \$ 5,600.00 |
|--|-------------|

Appropriate from unappropriated balance **Waste Water Fund:**

| | |
|---|-------------|
| WW Sys Adm/Gen Law Dir Contractual Assistant (666.180.5232) | \$ 5,600.00 |
|---|-------------|

| | |
|--------------|---------------------|
| TOTAL | \$ 32,000.00 |
|--------------|---------------------|

SECTION THREE

THAT, this Ordinance shall be declared an emergency measure immediately necessary for the preservation of the public peace, safety, and welfare, such emergency arising out of the necessity for immediate adjustments to the 2018 Annual Appropriations with regard to renaming the current account lines from Law Director Paralegal to Law Director Contractual Assistant, and also to add some additional funds to support the aforementioned several ongoing and/or anticipated/imminent legal actions and obligations which were unanticipated at the time of the enacting of the City's 2018 annual budget. NOW, therefore, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 23rd day of April, 2018




Jason D. King, President of Council

ATTEST:

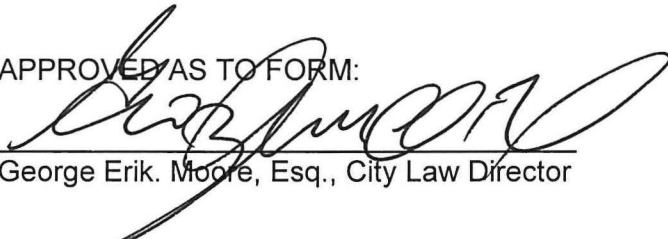


Joan S. Wurster, Clerk of Council

APPROVED April 23, 2018


Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:



George Erik. Moore, Esq., City Law Director

ORDINANCE 20-18-O

AN ORDINANCE AUTHORIZING THE MUNICIPAL COURT TO ENTER INTO A "DELINQUENT DEBT COLLECTION AGREEMENT" WITH THE OHIO ATTORNEY GENERAL, AND DECLARING AN EMERGENCY.

WHEREAS, the Celina Municipal Court desires to collect monetary amounts owed to the court, including from individuals who are delinquent in paying court fines, court costs, and the like; and

WHEREAS, court resources are often limited and thereby limit the ability of the court to collect some of these outstanding debts; and

WHEREAS, the Ohio Attorney General's office offers a service for Ohio courts to utilize by entering into a "Delinquent Debt Collection Agreement" with the Ohio Attorney General for the purpose of the Ohio Attorney General collecting the amount(s) on behalf of a court which that court has "certified" to the Ohio Attorney General for collection at no cost to the court or to the City of Celina; and

WHEREAS, the Celina Municipal Court is desirous of entering into a "Delinquent Debt Collection Agreement" with the Ohio Attorney General for this purpose in a form similar to the attached "Exhibit 1", which is fully-incorporated herein by reference.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, State of Ohio.

SECTION ONE

THAT, the Municipal Court Judge, on behalf of the Celina Municipal Court, be and is hereby authorized to enter into a "Delinquent Debt Collection Agreement" with the Ohio Attorney General for the purpose of collecting delinquent amounts owed to the court in a form similar to the attached "Exhibit 1", which is fully-incorporated herein by reference.

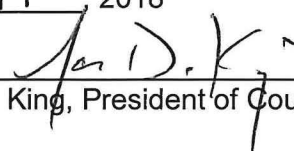
SECTION TWO

THAT, the Municipal Court Judge, on behalf of the Celina Municipal Court, is hereby further authorized to take all steps and sign all documents necessary to effectuate the intent of Council.

SECTION THREE

THAT, this Ordinance shall be declared an emergency measure immediately necessary for the preservation of the public peace, safety, and welfare, such emergency arising out of the necessity to collect outstanding amounts of money owed to the Celina Municipal Court at the earliest date possible. NOW, therefore, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 23rd day of April, 2018



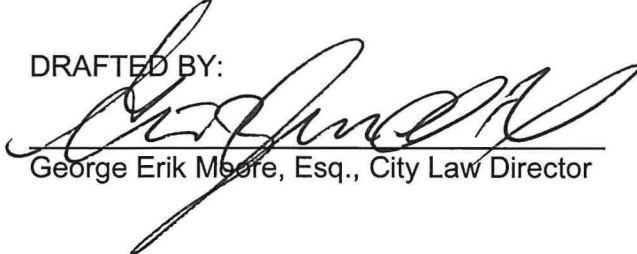
Jason D. King, President of Council

ATTEST:



Joan S. Wurster, Clerk of Council

DRAFTED BY:



George Erik Moore, Esq., City Law Director

APPROVED April 23, 2018



Jeffrey S. Hazel, Mayor





MIKE DEWINE
★ OHIO ATTORNEY GENERAL ★

Collections Enforcement
Office 614-466-8360
Fax 614-752-9070

150 East Gay Street, 21st Floor
Columbus, OH 43215
www.OhioAttorneyGeneral.gov

**DELINQUENT DEBT COLLECTION AGREEMENT
BETWEEN THE
OHIO ATTORNEY GENERAL
AND**

I. PARTIES

1.1. THIS DELINQUENT DEBT COLLECTION AGREEMENT (this "Agreement") is between the Ohio Attorney General (hereinafter "Attorney General") and _____ ("Political Subdivision"), collectively referenced herein as the "Parties."

II. PURPOSE

2.1. The Political Subdivision has requested that the Attorney General undertake, and the Attorney General agrees to undertake, the collection of delinquent debt owed to the Political Subdivision, pursuant to Ohio Revised Code ("O.R.C.") § 131.02. This Agreement sets forth the rights, duties and obligations of the Parties and the amounts to be charged, collected and allocated between the Political Subdivision and Attorney General. This Agreement will become effective in ten business days once fully executed ("Effective Date").

III. CERTIFICATION OF DEBT

3.1. The Parties agree that this Agreement shall apply to amounts owed to Political Subdivision that meet the criteria specified on the attached Exhibit "A" (hereinafter the "Debt"). The Parties may, from time to time, change the categories of debt to be certified to the Attorney General by amending Exhibit "A" pursuant to the discretion of the Section Chief of the Collections Enforcement Section of the Attorney General and _____ of the Political Subdivision. Such changes to the categories of debt identified on Exhibit "A" shall not be construed as an amendment or termination of this Agreement.

3.2. Political Subdivision hereby warrants that all Debts certified to the Attorney General for collection pursuant to this Agreement are or will be legally due and owing to Political Subdivision at the time of certification.

3.3. Political Subdivision hereby warrants that it has complied or will comply with all conditions precedent to the legality of certifying the Debt for collection prior to certifying the Debt to Attorney General pursuant to this Agreement.

3.4. Political Subdivision hereby warrants that it has obtained the approval of any person or entity whose approval is required as a condition to entering into this Agreement. True and correct copies of any such approvals shall be attached hereto as Exhibit "B."

3.5. Political Subdivision shall identify and itemize the amounts owed in any bills or mailings issued to the debtors prior to certifying the Debt pursuant to this Agreement. Such itemization shall separately identify penalties, fees, costs and interest, if any, added to the principal balance of the amounts owed. For all Debt certified under this Agreement, Political Subdivision shall maintain account records documenting the principal balance of the amounts owed, as well as any penalties, fees, costs and interest, from the date such debt becomes due and owing to Political Subdivision until the debt is paid in full, resolved or written off as specified herein.

3.6. Political Subdivision shall make all account records related to the Debt fully available to specified Attorney General personnel in order for the Attorney General to actively identify and pursue collection activities. Political Subdivision shall retain account records related to the Debt so long as the Debt remains outstanding, or until the Debt is resolved or written off as specified herein.

3.7. Political Subdivision agrees and shall forward all payments received on certified Debt to the Attorney General. In the event that Political Subdivision accepts a debtor's payment on Debt certified to the Attorney General, Political Subdivision agrees to promptly notify the Attorney General of the details of the payment, including date, amount, remitter, check or instrument number and forward the payment to the Attorney General.

3.8. In the event that any debtor owing Debt certified to the Attorney General files bankruptcy or other insolvency proceeding, Political Subdivision shall immediately notify the Attorney General of such filing. The Attorney General shall cease all collection efforts with regard to such Debt. Political Subdivision remains exclusively and solely responsible for protecting its interest in bankruptcy & other insolvency proceedings. Upon notice that Debt certified to the Attorney General is subject to bankruptcy or other insolvency proceeding, the Attorney General shall close the affected accounts and such accounts shall no longer be considered to be certified to the Attorney General. Other insolvency proceeding may include but is not limited to receivership or foreclosure.

IV. ALLOCATION OF FEES AND COLLECTION COSTS

4.1 The client may choose for each account certified to the Attorney General to bear interest (hereinafter "AGI") at the annual rate established by the Tax Commissioner under O.R.C. § 5703.47. Upon recovery AGI is paid to Political Subdivision, not to Attorney General. AGI may be waived, either by Political Subdivision or the Attorney General. Political Subdivision also has discretion to request that AGI not be assessed as an additional obligation of debtors. If this request is indicated, the cost of AGI will not be added to the Debt. Political Subdivision may execute the Service Level Agreement attached hereto as Exhibit "C" to designate the preference of Political Subdivision as to AGI. If no preference is indicated, Attorney General may waive AGI at its discretion, and the addition of AGI to the Debt will increase the debtors' obligation. The AGI is in place of any separate accruing interest of the Political Subdivision on the Debt once certified to the Attorney General.

4.2 Pursuant to O.R.C. § 131.02, the Attorney General is authorized to deduct the Attorney General's collection cost from all amounts collected, calculated upon all certified amounts recovered, plus interest and fees accruing from the date of certification to Attorney General. Attorney General collection costs may be waived, either by the Attorney General or jointly by the Political Subdivision and the Attorney General. The Parties agree that the Attorney General will pass all Attorney General collection costs on to the debtor as an additional obligation of debtor. The Attorney General collection cost is 10% pursuant to O.R.C. § 109.08.

4.3 Upon agreement, the Attorney General may also hire third party vendors to collect claims for Political Subdivision and to pay such third party vendors for their services ("TPV Fees") from funds collected by them. Political Subdivision may execute the Service Level Agreement attached hereto as Exhibit "C" to designate the preference of Political Subdivision with respect to the assignment of Debt to TPVs. If no preference is indicated the Attorney General will assign Debt to TPVs in accordance with an established assignment strategy. TPV fees shall be paid at rates set by the Attorney General. The Parties agree that the Attorney General will pass all TPV Fees on to debtors as an additional obligation of the debtors.

4.4 Upon agreement the Attorney General may appoint special counsel to collect claims for Political Subdivision and to pay such special counsel for their services ("Special Counsel Fees") from funds collected by them. Political Subdivision may execute the Service Level Agreement attached hereto as Exhibit "C" to designate the preference of Political Subdivision with respect to the assignment of Debt to Special Counsel. If no preference is indicated the Attorney General will assign Debt to Special Counsel in accordance with an established assignment strategy. Special Counsel Fees shall be paid at rates set by the Attorney General. The Parties agree that the Attorney General will pass all Special Counsel Fees on to debtors as an additional obligation of the debtors.

4.5 Political Subdivision may execute a different Service Level Agreement for each category of debt certified pursuant to this Agreement, and each Service Level Agreement shall be attached as additional pages of Exhibit "C."

4.6 Political Subdivision may change or terminate the Service Level Agreement(s) attached hereto as Exhibit "C" upon appropriate written notice as specified therein, and any change or termination of the Service Level Agreement(s) shall not be construed as an amendment or termination of this Agreement.

V. DISBURSEMENT PROCESS/PAYMENT OF COLLECTION COSTS

5.1 On a weekly basis the Attorney General shall disburse to the Political Subdivision the full amounts collected on the Debt minus any applicable collection costs or fees as outlined herein. The Political Subdivision and Attorney General shall have the authority to settle or compromise any account in the Debt which is agreed upon by the Political Subdivision and Attorney General as payment in full based on the best interests of the Parties. At the time of the Attorney General's disbursement to the Political Subdivision, the Political Subdivision will receive the amount collected minus the Attorney General's collection costs and any applicable TPV Fees or Special Counsel Fees pursuant to this Agreement.

5.2 The Parties agree that court cases and judgment liens shall not be dismissed or deemed satisfied without the Political Subdivision's consent that all the fees have been paid by the debtor liable for costs under the court case and/or judgment lien.

5.3 Disbursements to the Political Subdivision of amounts due hereunder may be made via state check or by Automated Clearing House ("ACH") deposit, at the Attorney General's discretion. Political Subdivision acknowledges that the Attorney General prefers to remit all payments by ACH deposit, and Political Subdivision agrees to execute an ACH payment authorization in accordance with the form attached hereto as Exhibit "D" within thirty (30) days after the Effective Date of this Agreement.

VI. CERTIFICATION AND CANCELLATION OF DEBT

6.1 Political Subdivision will certify only Debt to the Attorney General which is past due and final, in accordance with O.R.C. § 131.02(A). O.R.C. § 131.02 provides that the Attorney General and Political Subdivision may determine an appropriate time beyond the regular 45-day requirement to certify delinquent debt. Such exceptions may be made as the Attorney General and the Political Subdivision mutually agree are appropriate.

6.2 The Parties acknowledge and agree that O.R.C. §131.02 empowers the Attorney General to, with the consent of the chief officer of an entity reporting a debt, cancel the debt or cause the same to be canceled. O.R.C. § 131.02(F)(2) provides a general statute of limitations of forty (40) years from the date of certification to collect claims. O.R.C. § 131.02(F)(1) allows the Attorney General to cancel uncollectible claims earlier, with the approval of the Political Subdivision. Political Subdivision may execute the Service Level Agreement attached hereto as Exhibit "C" to designate the preference of Political Subdivision. If no preference is indicated, the write off period will be fifteen (15) years after the date of certification. Exceptions revising the write off period for specified claims or categories of debt may be agreed to by the Attorney General and the Political Subdivision as amendments to the Service Level Agreement, and such amendments shall not be construed as an amendment or termination of this Agreement.

VII. CONFIDENTIALITY

7.1 Any confidential debtor information made available to Attorney General in the course of performance of this Agreement shall be used only for the purpose of carrying out the provisions of this Agreement pursuant to the Attorney General's statutory obligations. Additionally, the Attorney General shall not sell any debtor information to any third parties.

VIII. LIABILITY

8.1 Each Party shall be responsible for its own acts and omissions and those of its officers, employees and agents.

IX. CHOICE OF LAW

9.1. This Agreement is made and entered into in the State of Ohio and shall be governed and construed in accordance with the laws of Ohio. Any legal action or proceeding related to this Agreement shall be brought in Franklin County, Ohio, and the Parties irrevocably consent to jurisdiction and venue in Franklin County, Ohio.

X. COMPLIANCE WITH LAW

10.1. The Parties, in the execution of their respective duties and obligations under this Agreement, agree to comply with all applicable federal, Ohio and local laws, rules, regulations and ordinances.

XI. RELATIONSHIP OF THE PARTIES

11.1. It is fully understood and agreed that a Party's personnel shall not at any time, or for any purpose, be considered as agents, servants, or employees of the other Party.

11.2. Except as expressly provided herein, neither Party shall have the right to bind or obligate the other Party in any manner without the other Party's prior written consent.

XII. MODIFICATION

12.1. This Agreement constitutes the entire agreement between the Parties, and any changes or modifications to this Agreement shall be made and agreed to by the Parties in writing.

XIII. TERMINATION/EXPIRATION

13.1. Either party may terminate this Agreement for any reason by giving written notice, at least forty-five (45) days in advance of the date of termination, to the other Party via e-mail, facsimile transmission, mail, certified mail or personal delivery to the other Party's signatory to this Agreement.

13.2. If there is pending litigation in connection with any Debt, termination shall not be effective until the Attorney General terminates the legal representation in the litigation matter. The Attorney General shall be compensated for Debt collected and received prior to termination. The Parties agree to cooperate so as to effectuate a speedy and efficient transfer of the work to Political Subdivision.

XIV. SIGNATURES

14.1. The Parties may submit their signatures to the Agreement in counterparts, which taken together will constitute a valid enforceable Agreement. Facsimile or copied signatures shall be considered valid and enforceable.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed, as of the day and year last written below.

ACCEPTED AND APPROVED:

Date

OHIO ATTORNEY GENERAL
MICHAEL DEWINE

By: _____

Lisa J. Iannotta
Section Chief

Date

**DELINQUENT DEBT COLLECTION AGREEMENT
BETWEEN THE
OHIO ATTORNEY GENERAL
AND**

EXHIBIT "A"

The Parties agree that the following categories of debt may be certified to the Attorney General. All debt must be final with a minimum principal amount of \$100.00.

Examples of Categories of Debt to be certified:

- (a) Statutory fees as assessed by a Political Subdivision;
- (b) Civil court costs; and
- (c) Criminal court costs so long as the defendant is not incarcerated on the date the debt is certified.
- (d) Debt must be declared final with no chance of appeal or no future changes to the amount of the debt sent to the Attorney General for collection purposes.
- (e) Debt from a school system must be as a result of a contractual agreement.

Examples of Categories of Debt NOT to be certified:

- (a) Debt that is against a juvenile.
- (b) Debt against a presently incarcerated individual.
- (c) Debt that is involved in a bankruptcy, rental or foreclosure action.
- (d) Debt from any type of utility.
- (e) Debt resulting from code enforcement violations.
- (f) Debt that results from a red light camera violation/citation.

**PLEASE NOTE: THE ATTORNEY GENERAL'S OFFICE RESERVES THE RIGHT TO
DECLINE ACCEPTANCE OF ACCOUNTS BASED ON QUANTITY, VALUE, OR DEBT TYPE**

PLEASE LIST THE TYPE OF DEBTS YOU WILL BE CERTIFYING TO THE
ATTORNEY GENERAL'S OFFICE:

A large, empty rectangular box with a thin black border, intended for the user to list the types of debts they will be certifying to the Attorney General's Office. The box is currently blank.

DELINQUENT DEBT COLLECTION AGREEMENT
BETWEEN THE
OHIO ATTORNEY GENERAL
AND

EXHIBIT "B"

The Delinquent Debt Collection Agreement Between the Ohio Attorney General and
_____, executed by _____,
_____, on _____, _____ is hereby ratified and approved.

POLITICAL SUBDIVISION AUTHORITY (I.E. COUNTY COMMISSIONERS, COUNCIL)

Date _____

Date _____

Date _____

POLITICAL SUBDIVISION LEGAL AUTHORITY (I.E. PROSECUTOR, LAW DIRECTOR)

Date _____

IN WITNESS WHEREOF, the Parties hereto have caused this Service Level Agreement to be executed, as of the day and year last written below.

ACCEPTED AND APPROVED:

Date

OHIO ATTORNEY GENERAL
MICHAEL DEWINE

By: _____
Lisa J. Iannotta
Section Chief

Date

| | |
|-------------------------|---|
| Policies and Procedures | Automated Clearing House (ACH) Processing |
|-------------------------|---|

**Ohio Attorney General
Collections Enforcement Section**

I (we) hereby authorize the Ohio Attorney General's Office to initiate entries to my (our) checking/savings accounts at the financial institution listed below, and, if necessary, initiate adjustments for any transactions credited/debited in error. This authority will remain in effect until Ohio Attorney General's Office is notified by me (us) in writing to cancel it in such time as to afford the Ohio Attorney General's Office and the Treasurer of State of Ohio a reasonable opportunity to act on it.

Client Information

| | | | |
|----------------|-------|----------|-------|
| Client Name | _____ | | |
| Client Address | _____ | | |
| City | _____ | State | _____ |
| | | Zip Code | _____ |

Accounting Contact Information

| | | | |
|--------------|-------|--------------|-------|
| Name | _____ | Name | _____ |
| email | _____ | email | _____ |
| Phone Number | _____ | Phone Number | _____ |

Financial Institution Information

| | | | |
|--------------------------------------|---------|----------|-------|
| Financial Institution Name | _____ | | |
| Financial Institution Address | _____ | | |
| City | _____ | State | _____ |
| | | Zip Code | _____ |
| Financial Institution Account Type | _____ ▾ | | |
| Financial Institution Routing Number | _____ | | |
| Financial Institution Account Number | _____ | | |

These numbers are located on the bottom of your check as follows:

| | |
|-----------------------|-----------------------|
| 1234456789 | 123456789101112 |
| <i>Routing Number</i> | <i>Account Number</i> |

| | | | |
|--------------------------------|-------|------|-------|
| Signature of Authorized Signer | _____ | Date | _____ |
|--------------------------------|-------|------|-------|



MIKE DEWINE
★ OHIO ATTORNEY GENERAL ★

Collections Enforcement
150 East Gay St., 21st flr.
Columbus, Ohio 43215
Email: LGCC@OhioAttorneyGeneral.gov
614 466-4510

Client Information Questionnaire

Welcome to The Ohio Attorney General's Office, Collections Enforcement Section.

We are very excited about the opportunity to serve your collection needs. Please assist us by completing and returning this form, so we can better understand your collection needs and expectations. Thanks for considering the Ohio Attorney General's Office as a business partner.

1. What type of debt would you like us to collect for you? Please list and describe.
2. Would you like our office to charge interest (Attorney General Interest or "AGI") on your accounts? The AGI would begin accruing upon certification of the debt to our office and would replace any interest that would otherwise accrue on the account. The interest would be paid to you when the balance is paid in full by the debtor.
3. Do you currently use a third party collection vendor? What collection efforts have been made on your accounts before they will be referred to the Attorney General's Office for collection?
4. Do you have the ability to transfer data via FTP (File Transfer Protocol)?
5. Do you have IT personnel to assist with the certification process or do you contract with an IT vendor? Please provide the name; email address and phone number of your internal IT contact personnel or external IT vendor.
6. After the Attorney General's internal collection efforts have been exhausted, do you want our office to send your accounts out to outside collection vendor that the Attorney General's office contracts with for additional collections?
7. After the Attorney General's internal collection efforts have been exhausted, do you want our office to send your accounts to a private attorney ("special counsel") that the Attorney General's office contracts with for additional collections?
8. Will the accounts you will be certifying to us have liens or judgments on them?
9. Will any of the accounts you will be sending the Attorney General's Office for collection purposes involve restitution?

10. Will the court have held drivers licenses or have active warrants on any of the accounts you will be sending to the AGO for collection?
11. Are you interested in the Attorney General's collection section using the Department of Taxation's state tax refund offset program to capture additional payment for your debt?
12. Are you interested in the Attorney General's collection section using the Ohio Lottery offset program to capture payment of your debt?
13. If so, both offset programs require that you provide us with social security numbers for your debtors. Can you provide social security numbers on your debt to be certified?
14. Are you interested in ONLY using our office to capture state tax refunds and lottery offsets to collect your debt with no other active collections on your accounts?
15. Do you have the ability to accept payments from the Attorney General's office electronically (i.e. ACH)?
16. What is your anticipated timeline for turning your debt portfolio over to us for collections?
17. Are there any special concerns or issues with respect to the debt portfolio you would ask us to collect?
18. Finally, please provide your name, e-mail address and telephone number so we may contact you for further discussion.

Please return this form to Jill Reardon at LGC@OhioAttorneyGeneral.gov, or for questions call 614 466-4510.



MIKE DEWINE
* OHIO ATTORNEY GENERAL *

Collection Enforcement
150 East Gay St., 21st floor
Columbus, Ohio 43215
LGC@OhioAttorneyGeneral.gov
614 466-4510

Local Government Debt Collection Business Rules

- Account Certifications
 - Made by automated FTP (File Transfer Protocol) or Manual Excel template by the client.
 - The client will need to have internet access to certify accounts to the AGO (Attorney General's Office) and to access the ClientView and Compass software to monitor their payments and accounts.
 - All debt must be final with a minimum principal amount of \$100.00.
 - The AGO reserves the right to decline accounts based on volume, monetary amount or debt type.
- Examples of Categories of Debt to be certified:
 - Statutory fees as assessed by a Political Subdivision
 - Civil court costs
 - Criminal court costs so long as the defendant is not incarcerated on the date the debt is certified
 - Debt must be declared final with no chance of appeal or no future changes to the amount of the debt sent to the Attorney General for collection purposes
 - Debt from a school system must be as a result of a contractual agreement
- Examples of Categories of Debt NOT to be certified:
 - Debt that is against a juvenile
 - Debt against a presently incarcerated individual
 - Debt that is involved in a bankruptcy, rental, or foreclosure action
 - Debt from any type of utility
 - Debt resulting from code enforcement violations
 - Debt resulting from a red light camera violation/citation

- Life of a Debt
 - Debt will be worked by the AGO in-house local debt collectors up to 150 days or longer if a payment plan has been setup with the debtor and debtor remains in compliance. The AGO will confirm debtor contact information, send out a series of automated collection letters and make a series of collection calls to the debtor. Pursuant to O.R.C. §131.02, the AGO will assess a 10% fee to each account (AG collection fee) and the cost will be passed to the debtor. The 10% AGO fee will be taken from each payment made on an account by the debtor.
 - Upon mutual agreement, accounts can be assigned to an external vendor (Third Party Vendor) for additional collection efforts lasting up to 180 days subsequent to the AGO collection efforts. The 180 days may be extended if debtor is on a payment plan and in compliance. In addition to the AGO collection fee, an additional fee would be added to the account for this service and the cost will be passed to the debtor.
 - Upon mutual agreement, external private attorneys (Special Counsel) can be assigned the debt for up to two years. In addition to the AGO collection fee, an additional fee would be added to the account for this service and the cost passed to the debtor.
 - On any accounts where the debtor's driver's license is being held by a court or there is an active warrant, the AGO will only accept sure funds (money order, certified check etc.) for payment of the debt. The AGO will then notify the client of the payment in full by the debtor.
 - If social security numbers of the debtor are provided, the debt may also be subject to a possible state income tax refund capture and/or lottery offset for up to the full amount owed, including interest, subject to O.R.C. §§ 5747.12 and 3770.073. If the debtor owes money to the Ohio Department of Taxation or any state entity, any Ohio tax refund capture or Ohio lottery capture will be paid to those debts first.
 - The client may choose on their Memorandum of Understanding to only use the AGO to attempt to intercept their debtors' state income tax refund but not engage in active collection of their accounts. In this case, it will be necessary for the AGO to send out one letter to the debtor upon the certification of the account explaining that we are attempting to take any state income tax refund due them. If the debtor contacts the AGO to make payment in full, the AGO will take the payment and notify the client.
 - Local debt will not be combined with any state debt owed for collection purposes.
 - The AGO collection process is driven by the AGO account number assigned to that debt. AGO collection letters and collection phone calls are made relative to that specific account number. If a debtor owes debt to multiple local jurisdictions, payment will be accepted according to the account number he/she is responding to as the result an AGO letter or an AGO phone call.
 - Clients may request, and the Attorney General may consider, on a case by case basis, alternative collection strategies (i.e. timeframes) on how the client's debt portfolio is collected.
 - The AGO will not file liens or judgments or release any previously filed liens or judgments on any debt certified for collections.

- Archive or Write off of Debts
 - Client may choose to write off debt by their indication on their Service Level Agreement.
 - Accounts can also be closed and returned to client upon request.

- Payment Processing and Accounting Issues:
 - Collections payments to the client will be remitted weekly, via ACH.
 - Clients can view the payment reports that correlate with their weekly ACH payment on the AGO's Compass website.
 - Collections paid with certified funds (i.e. cashier's check, money order) will be paid to the client the following week. Collections paid with a personal check are held eight business days and paid the week following the release of the eight day hold.

- Direct Payments:
 - Please make sure that you are referring any debtor wanting to make a payment on an account for which we are collecting to us. The debtors can be instructed to call us at 888-871-8838 or pay by internet at www.OhioAttorneyGeneral.gov/business/pay. Their payment can also be mailed to: Ohio Attorney General P.O. Box 89471, Cleveland, Ohio 44101-6471. They will need to include their Attorney General Account number to ensure that the payment is being posted to their account.
 - If on the rare occasion you inadvertently accept a payment on an account we are collecting on, please send the payment the check or money order received from the debtor directly to our accounting section with the account number on it to:

Ohio Attorney General Collections Enforcement
 Accounting Section
 150 East Gay St., 20th Floor
 Columbus, Ohio 43215

- Referring any debtor to us to make a payment helps us keep our records clean and auditable. It will also prevent us from intercepting someone's state income tax refund erroneously, such as when a payment taken by your office has not been noted on our system. If your staff does take a payment from a debtor, kindly let us know immediately and forward the payment to us for processing. If we intercept their state tax refund and issue payment to you causing an overpayment on the account, we will contact you and request that you refund the amount back to the debtor.

- Reversals
 - Occasionally, there may be payments made to you by our office that need to be reversed. This happens because, after the payment was issued to you, it came to our attention that the debtor's check had non-sufficient funds, there was a posting error or an alleged fraudulent payment. We do hold personal checks for eight days before posting them to an account to allow for this but, occasionally, we are not informed by the bank until after the eight days have passed and you have been sent the payment.
 - When a payment made to you needs to be reversed, our system subtracts the amount of the payment to be reversed from the next payment to be made to you. Because our system is automated there is no way to let you know that one of the payments made to you needs to be reversed.
 - However, you are able to identify the accounts that have a reversal by viewing your Client View payment report. For example, a payment for an internet personal check will be indicated with the code IPC. A payment for an internet personal check that was reversed will be indicated with the code EIPC. (See Report Section below)

- Reporting
 - Compass software provides access to electronic reports, documents and scanned images relative to your accounts both in PDF or TXT format.
 - Full debt inventory is available at the request of a unit supervisor or manager.
 - Monthly archive reports and bi-annual write-off reports are provided upon request.
 - All clients will have access to ClientView software to view their account data and notes placed by the collectors.

Please contact Jill Reardon at LGC@OhioAttorneyGeneral.gov.
Direct: 614 466-4510.



George E. Moore, Esq. <celinalawdirector@gmail.com>

FW: Collections

Sara Bruggeman <courtclerk@celinaohio.org>
To: GEORGE E MOORE <celinalawdirector@gmail.com>

Mon, Apr 16, 2018 at 4:20 PM

From: Jennifer L. Zap <Jennifer.Zap@ohioattorneygeneral.gov>
Sent: Monday, March 19, 2018 8:16 AM
To: Sara Bruggeman <courtclerk@celinaohio.org>
Subject: RE: Collections

Good morning Sara,

I am glad to hear from you! Attached are several documents for your review and signature. Once they are complete, you can email or fax them back to me for processing. Please feel free to contact me with any questions that you have.

Sincerely,

Jennifer L. Zap
Associate Attorney General/Collections Manager
Office of Ohio Attorney General Mike DeWine
Phone: 330-884-7519
Fax: 866-452-9893
Jennifer.Zap@ohioattorneygeneral.gov

From: Sara Bruggeman [mailto:courtclerk@celinaohio.org]
Sent: Friday, March 16, 2018 4:29 PM
To: Jennifer L. Zap
Subject: Collections

Hello Jennifer,

I had reached out to you a few years back regarding collections using the Ohio Attorney General's Office. At that time you were developing a new collections computer system. When the computer systems were installed the Judge at that time was retiring and did not want to pursue collections. He wanted to let the new Judge decide as to how they wanted to handle collections. So, with our new Judge in office she is wanting to start collections. Could you please send me information to get started on using

4/16/2018

Gmail - FW: Collections

your office for collections. I had a couple of things that you had sent me in the past, but I know how things change so I was just wanting to start fresh.

Thank you for your time and I look forward to working with you on this project.


Thank you,

Sara Bruggeman


Clerk of Court

Celina Municipal Court

4 attachments

 LOCAL DEBT MOU FINAL_11.07.2017 (Autosaved).pdf
184K

 ACH Authorization Form_Fillable 07_26_12.pdf
98K

 local debt client questionnaire.pdf
73K

 Local Debt Business Rules 11.08.2017.pdf
116K

ORDINANCE 21-18-O

**AN ORDINANCE AMENDING VARIOUS CATEGORIES WITHIN
ORDINANCE 32-17-O AS THE THIRD SUPPLEMENT TO THE 2018
ANNUAL APPROPRIATIONS AND DECLARING AN EMERGENCY.**

WHEREAS, the Law Director has a need to purchase additional office supply items while does not have a need to purchase other capital items and;

WHEREAS, the Street Department needs additional funds appropriated to capital and does not need the full amount appropriated in cleaning expense and;

WHEREAS, the City of Celina is located along the shores of Grand Lake which is a 13,500 acre lake and the City of Celina along with the Mercer County Emergency Medical Service have the responsibility of responding to 80% of the lake for the purpose of rescue and recovery and;

WHEREAS, the Celina Fire Department has a need to purchase an EMS Boat for rescue and recovery and;

WHEREAS, local organizations and individuals have committed to donations in the total amount of \$34,573.35 and;

WHEREAS, the Mercer County Emergency Medical Services, by and through the Mercer County Commissioners, has agreed it will reimburse the City the amount of \$15,000, as evidenced by the Resolution (#18-519) which was passed by the Mercer County Commissioners on June 5, 2018. A copy of which is attached hereto and labeled as Exhibit A for identification purposes and;

WHEREAS, the Fire Capital Account does not have sufficient funds appropriated to purchase an EMS Boat and additional funds need to be appropriated.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, State of Ohio:

SECTION ONE

| | |
|--|-------------|
| Unappropriate from appropriated balance of the General Fund: Law Director Capital (110.180.5510) | (\$ 293.00) |
| Appropriate from unappropriated balance of the General Fund: Law Director Stat/Incid (110.180.5410) | \$ 293.00 |
| Unappropriate from appropriated balance of the Electric Fund: Elec Adm/Gen Law Dir Capital (661.180.5510) | (\$284.00) |
| Appropriate from unappropriated balance of the Electric Fund: Elec Adm/Gen Law Dir Stat/Incid (661.180.5410) | \$ 284.00 |
| Unappropriate from appropriated balance of the Water Fund: Water Adm/Gen Law Dir Capital (664.180.5510) | (\$155.00) |
| Appropriate from unappropriated balance of the Water Fund: Water Adm/Gen Law Dir Stat/Incid (663.180.5410) | \$ 155.00 |

| | |
|---|--------------|
| Unappropriate from appropriated balance of the Waste Water Fund: WW Sys Adm/Gen Law Dir Capital (671.180.5510) | (\$155.00) |
| Appropriate from unappropriated balance of the Waste Water Fund: WW Sys Adm/Gen Law Dir Stat/Incid (666.180.5410) | \$ 155.00 |
| Unappropriate from appropriated balance of the Street Fund: Street Cleaning Expense (221.332.5330) | (\$700.00) |
| Appropriate from unappropriated balance of the Street Fund: Street Building/Equip Capital (221.331.5520) | \$ 700.00 |
| TOTAL | \$ 00 |

SECTION TWO

THAT, City Council hereby directs the Auditor to appropriate the following from the unencumbered balance in the respective fund:

| | |
|---|---------------------|
| Appropriate from unappropriated balance Fire Capital Fund: Fire Capital Fund (360.221.5550) | \$80,000.00 |
|---|---------------------|

SECTION THREE

THAT, this Ordinance shall be declared an emergency measure immediately necessary for the preservation of the public peace, safety, and welfare, such emergency arising out of the necessity for immediate adjustments to the 2018 Annual Appropriations. NOW, therefore, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 11th day of June, 2018

ATTEST:

Joan S. Wurster
Joan S. Wurster, Clerk of Council

Calvin Scott
Jason D. King, President of Council
Calvin Scott, Pro-Tem

APPROVED June 11, 2018
Jeffrey S. Hazel
Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:

George Erik Moore
George Erik Moore, Esq., City Law Director

Date: JUNE 5, 2018

In the: THE MERCER COUNTY COMMISSIONERS COMMITTING EMS FUNDS IN THE
matter of: AMOUNT OF \$15,000 TOWARDS A RESCUE BOAT BEING PURCHASED BY THE
CELINA FIRE DEPARTMENT

The Board of County Commissioners of Mercer County, Ohio met in regular session on the 5th day of June, 2018, at the Office of the Mercer County Commissioners with the following members present: Mr. Greg Homan, Mr. Rick Muhlenkamp, and Mr. Jerry Laffin. Also, present was Mrs. Kim Everman, Clerk/Administrator of the Board.

Mr. Homan moved the passage of the following resolution:

RESOLUTION #18-519

WHEREAS, the City of Celina Fire Department is pursuing to purchase an EMS Rescue Boat to assist with rescue, medical treatment, and recovery operations on Grand Lake St. Marys; the approximate cost of the new Triton Boat with equipment is \$90,000; and

WHEREAS, the City of Celina will maintain ownership and will be responsible for maintenance and providing scuba divers/paramedics for any incident on Grand Lake St. Marys; and

WHEREAS, Celina Fire Department has secured donations from community organizations/individuals and a grant for \$9,000 through Westfield Insurance Company towards this purchase; and

WHEREAS, on February 7, 2018, the EMS Advisory Board met and recommended committing \$15,000 towards the purchase of equipment for the boat; commitment is subject to approval by the Board of Commissioners; and

WHEREAS, EMS Director Kyle Gerlach supports the commitment of \$15,000 to be dispersed in \$5,000 installments over a three-year period;

NOW, THEREFORE BE IT RESOLVED, by the Mercer County Commissioners that:

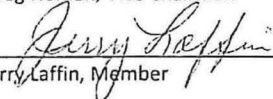
1. The Board hereby commits a total of fifteen thousand dollars (\$15,000) to be used towards the EMS equipment to be housed on the rescue boat; and
2. Said funds shall be paid from the EMS Fund as a reimbursement to the Celina Fire Department for the acquisition of equipment hereinabove referenced.
3. Said funds shall be disbursed in three equal payments of five thousand dollars (\$5,000) to be made in the calendar years of 2018, 2019, and 2020 upon invoice by the Celina Fire Department.

Mr. Laffin seconded the resolution and the roll being called upon its adoption the vote resulted as follows: Mr. Laffin, Yes; Mr. Homan, Yes; Mr. Muhlenkamp, Yes;

APPROVED BY THE BOARD OF COUNTY
COMMISSIONERS OF MERCER COUNTY, OHIO


Rick Muhlenkamp, Chairman


Greg Homan, Vice Chairman


Jerry Laffin, Member

ATTEST: 
Admin./Clerk of the Board

cc: EMS

ORDINANCE 22-18-O

AN ORDINANCE AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO ADVERTISE AND RECEIVE BIDS AND ENTER INTO AN AGREEMENT TO REMOVE LIME SILO, ROOF REHABILITATION, AND SOLIDS CONTACT CLARIFIER PIPING DEMOLITION AT THE WATER TREATMENT PLANT AND DECLARING AN EMERGENCY.

WHEREAS, the City of Celina desires to remove lime silo, roof rehabilitation, and solids contact piping demolition at the Water Treatment Plant; and

WHEREAS, the funding for this project is available from the Drinking Water Solutions Grant Fund and sufficient funds have already been appropriated for the same

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, State of Ohio.

SECTION ONE

THAT the Safety-Service Director be and is hereby authorized to advertise and receive bids to perform the necessary work as listed above, here after referenced as "Work Package 1" at the Water Treatment Plant.

SECTION TWO

THAT, the Board of Control be and is hereby authorized to award the bid to the lowest responsive and responsible bidder, and the Safety Service Director be and is hereby authorized to enter into necessary Agreements and take all actions necessary for the completion of "Work Package 1" at the Water Treatment Plant.

SECTION THREE

THAT, Council declares this is to be an emergency measure immediately necessary for the preservation of the public health, safety, and welfare, and for the further reason that bids can be accepted, equipment can be ordered, and installation can be completed by October 10, 2018. NOW, THEREFORE, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 25th day of June, 2018

Jason D. King
Jason D. King, President of Council

ATTEST:

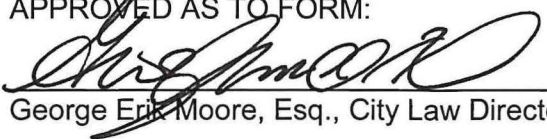
Joan S. Wurster
Joan S. Wurster, Clerk of Council

APPROVED June 25, 2018



Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:



George Erik Moore, Esq., City Law Director

ORDINANCE 23-18-O

AN ORDINANCE AUTHORIZING THE SAFETY SERVICE DIRECTOR TO PURCHASE AN EVENTIDE RECORDING SYSTEM FOR THE CELINA POLICE DEPARTMENT AND DECLARING AN EMERGENCY.

WHEREAS, the Celina Police Department must maintain and retain voice-recording equipment ("DI") as essential to ongoing operations, and;

WHEREAS, the current system DI for the Celina Police Department has experienced irreparable failure and is no longer supported by the manufacturer, and;

WHEREAS, a voice recording system is critical for daily use by the Celina Police Department in support of records for investigations and ongoing legal evidence, and;

WHEREAS, the Celina Police Department has received a proposal from Stephen Campbell Associates to upgrade the current broken DI machine with an Eventide Recording System in the amount of Sixteen Thousand One Hundred Dollars, (\$16,100.00), which includes the Eventide NexLog 740 Recording system, Application Software with Media Web Access Licenses for Eight Users, Built-In Redaction, Chassis, and on-going training at no additional charge for the life of the equipment and;

WHEREAS, Funds from the Law Enforcement Fund, (fund 227) and funds from the Drug Law Enforcement & Education Fund, (fund 232) are available to be used towards the immediate purchase of the Eventide Recording System and need to be appropriated, and;

WHEREAS, the Police Capital Account has sufficient funds appropriated for the remaining balance to purchase the Eventide Recording System.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, State of Ohio:

SECTION ONE

THAT, City Council hereby directs the Auditor to appropriate the following from the unencumbered balance in the respective fund:

Appropriate from unappropriated balance **Law Enforcement Fund:**

| | |
|--|-------------|
| Law Enforcement Expense (227.214.5250) | \$ 1,236.28 |
|--|-------------|

Appropriate from unappropriated balance **Drug Law Enforcement Fund**

| | |
|---|-------------|
| Drug Law Enforcement Expense (232.210.5490) | \$ 7,963.72 |
|---|-------------|

SECTION TWO

THAT, the Safety-Service Director be and is hereby authorized to purchase an Eventide Recording System in the amount of Sixteen Thousand One Hundred Dollars, (\$16,100.00), which includes the Eventide NexLog 740 Recording system, Application Software with Media Web Access Licenses for Eight Users, Built-In Redaction, Chassis, and on-going training at no additional charge for the life of the equipment.

SECTION THREE

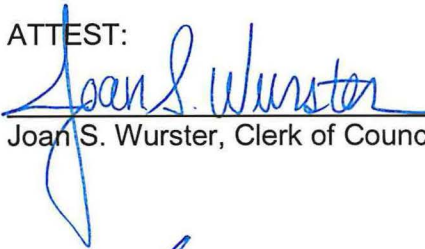
THAT, this Ordinance shall be declared an emergency measure immediately necessary for the preservation of the public peace, safety, and welfare, such emergency arising out of the necessity to purchase the Eventide Recording System for required records retention. NOW, therefore, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 23rd day of July, 2018



Jason D. King, President of Council

ATTEST:

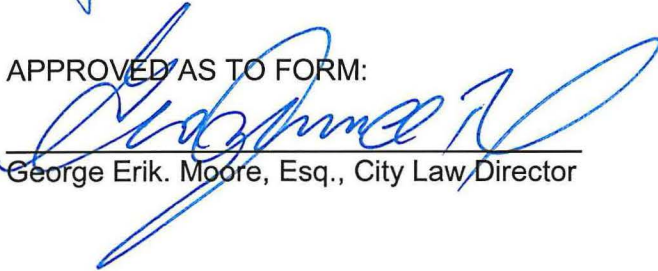


Joan S. Wurster, Clerk of Council

APPROVED July 23, 2018


Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:



George Erik Moore, Esq., City Law Director

Postponed Indefinitely

Pertaining to AMP Contract No. 2021-004640-SCHED

9-10-2018

ORDINANCE 24-18-O

AN ORDINANCE AUTHORIZING THE EXECUTION OF THE 2021-2023 FIXED VOLUME ENERGY SUPPLY SCHEDULE WITH AMERICAN MUNICIPAL POWER, INC. ("AMP")

WHEREAS, the City of Celina, Ohio (the "Municipality") is a political subdivision organized and existing pursuant to the laws of the state of Ohio which owns and operates an electric utility system for the sale of electric power and associated energy for the benefit of its citizens and taxpayers and;

WHEREAS, in order to satisfy the electric energy requirements of its electric utility system, the Municipality has heretofore purchased economical and reliable energy from AMP, an Ohio non-profit corporation, of which the Municipality is a member, or has heretofore purchased energy arranged by AMP and;

WHEREAS, the Municipality, acting individually and, along with other municipalities which own and operate electric utility systems, jointly through AMP, endeavors to arrange for reliable, reasonably priced supplies of electric energy for ultimate delivery to its customers and;

WHEREAS, Municipality has executed a Master Services Agreement with AMP which sets forth the general terms and conditions for the provision of power supply and other services by AMP to the Municipality and;

WHEREAS, AMP will negotiate with one or more reputable and financially sound third party power suppliers to enter into an agreement(s) to purchase electric energy in various megawatt ("MW") or megawatt hour ("MWh") blocks for a term beginning on January 1, 2021 and ending no later than December 31, 2023, all of which will provide an economical source of electric energy (herein "Long Term Energy Purchase(s)") for Municipality and;

WHEREAS, AMP, on behalf of the Municipality, desires to purchase from third party supplier(s) and then to resell the energy available from these Long Term Energy Purchase(s) on a long term basis to Municipality at contract cost (excluding any taxes, transmission costs, replacement energy, losses, congestion costs, security costs, or AMP service fees) not to exceed \$35.00 per MWh and;

WHEREAS, AMP, has prepared and delivered to the Municipality the form of a 2021-2023 FIXED VOLUME ENERGY SUPPLY SCHEDULE, pursuant to which the Municipality may purchase energy and;

WHEREAS, AMP has provided and will continue to provide appropriate personnel and information regarding the Long Term Energy Purchase(s) to the Municipality, as such officers and representatives of the Municipality deem necessary or appropriate, to enable the Municipality to evaluate the benefits and risks of the Long Term Energy Purchase(s), to take actions contemplated by the Ordinance hereinafter set forth and to determine that the same are in the public interest.

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, State of Ohio.

SECTION ONE

THAT, the form of the 2021-2023 FIXED VOLUME ENERGY SUPPLY SCHEDULE between this Municipality and AMP, substantially in the form attached hereto as Exhibit 1, is approved, subject to and with any and all changes provided for herein and therein.

SECTION TWO

THAT, the Safety-Service Director be authorized to execute the 2021-2023 FIXED VOLUME ENERGY SUPPLY SCHEDULE and to acquire the Municipality's energy from one or more Long Term Energy Purchase(s), each with a term beginning on January 1, 2021 and ending no later than December 31, 2023, and with a third party contract price (excluding any taxes, transmission costs, replacement energy, losses, congestion costs, security costs, or AMP service fees) not to exceed \$35.00 per MWh for purchases, from AMP, and is further authorized to execute and deliver any and all documents necessary to participate in one or more Long Term Energy Purchase(s), pursuant to the conditions set forth herein, as set forth in the 2021-2023 FIXED VOLUME ENERGY SUPPLY SCHEDULE; provided, however, that (i) the total MW for all such purchases under the 2021-2023 FIXED VOLUME ENERGY SUPPLY SCHEDULE shall not exceed 1 MW for 5x16 purchases and 2 MW for 7x24 purchases.

SECTION THREE

THAT, competitive bidding is not required on the Municipality's acquisition of its right to secure energy under the 2021-2023 FIXED VOLUME ENERGY SUPPLY SCHEDULE, and in the event any competitive bidding requirements are applicable, any such competitive bidding requirement that might otherwise be applicable, are hereby waived.

SECTION FOUR

THAT, it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of a quorum of the Council, and that all deliberations of this Council and of any its committees that resulted in such formal action, were held in meetings open to the public, in compliance with all legal requirements.

SECTION FIVE

THAT, if any section, subsection, paragraph, clause or provision or any part thereof of this 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 SIX

NOW, therefore, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this _____ day of _____, 2018.

Jason D. King, President of Council

ATTEST:

Joan S. Wurster, Clerk of Council

APPROVED _____, 2018

Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:

George Erik Moore, Esq., City Law Director

ORDINANCE 25-18-O

AN ORDINANCE APPROVING A FINAL PLAT FOR WHEATLAND ACRES PHASE VI, AND DECLARING AN EMERGENCY.

WHEREAS, a final plat for Wheatland Acres Phase VI, has been presented to the City of Celina for final approval; (attached as Exhibit A) and

WHEREAS, the City Planning Commission met on August 23, 2018, and recommends to Council approval of said plat.

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, State of Ohio.

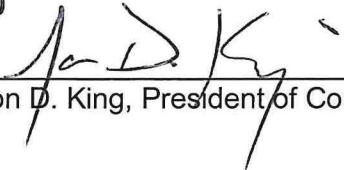
SECTION ONE

THAT, the City Council of the City of Celina, does hereby approve the final plat for Wheatland Acres Phase VI, and accepts the dedication of easements and rights-of-way shown on said plat.

SECTION TWO

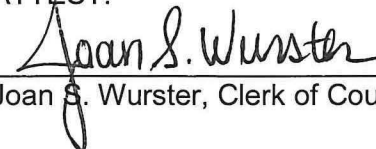
THAT, this Ordinance shall be declared an emergency measure immediately necessary for the preservation of the public peace, safety, and welfare, such emergency arising out of the necessity to allow the development of this site at the earliest date possible. NOW, therefore, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 29th day of August, 2018.




Jason D. King, President of Council

ATTEST:

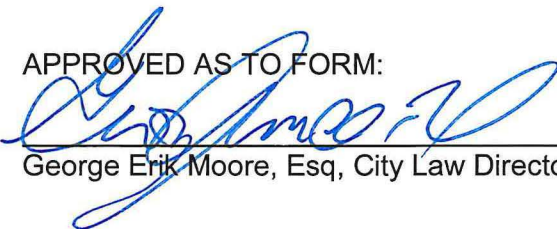


Joan S. Wurster, Clerk of Council

APPROVED August 27th, 2018


Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:

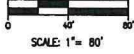


George Erik Moore, Esq, City Law Director

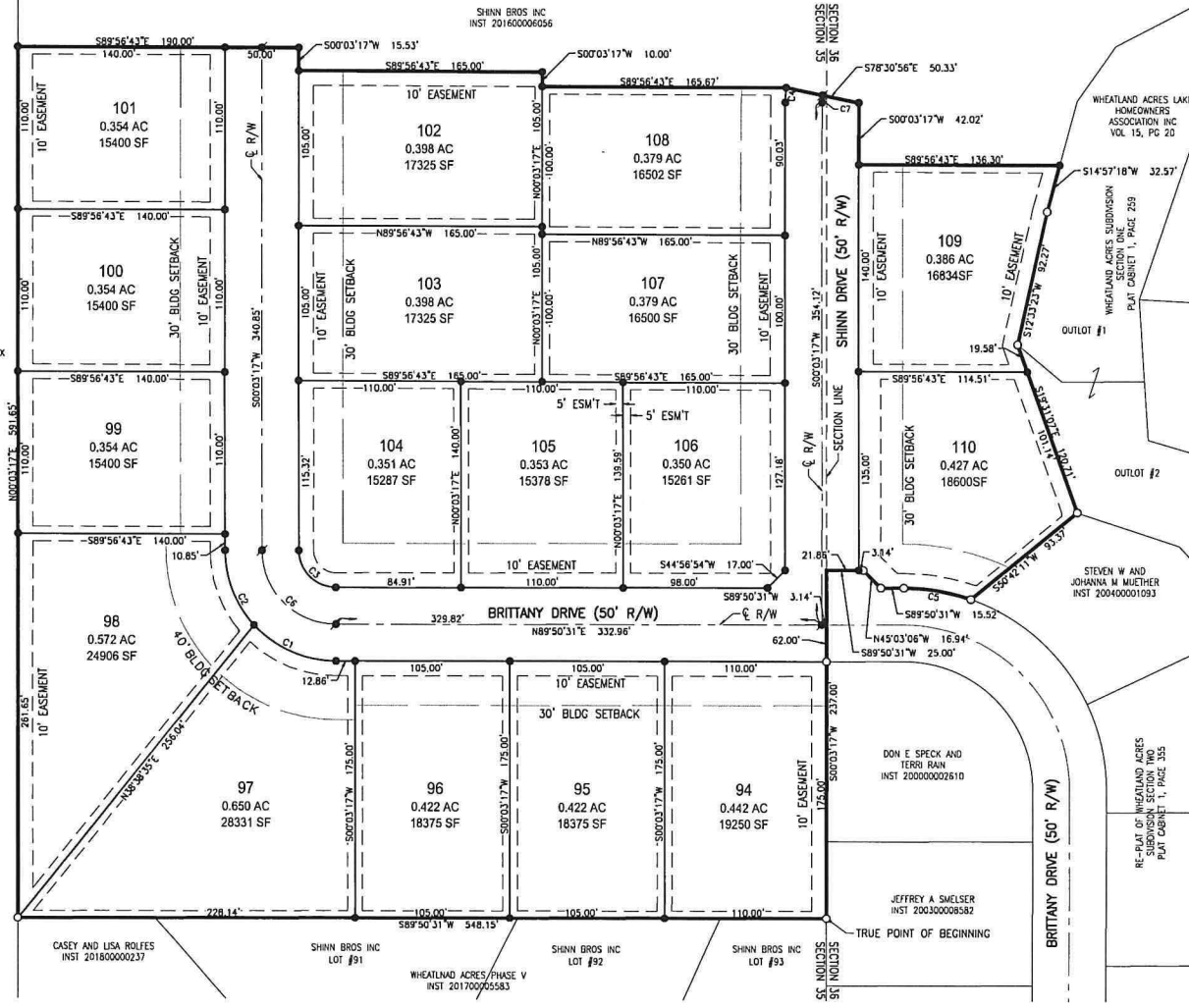
WHEATLAND ACRES PHASE VI

BEING A TRACT OF LAND SITUATED IN THE NORTHWEST 1/4 OF SECTION 36, AND THE EAST 1/2 OF OF THE NORTHEAST 1/4 OF SECTION 35 TOWNSHIP 5 SOUTH, RANGE 2 EAST JEFFERSON TOWNSHIP, MERCER COUNTY, OHIO, CITY OF CELINA

25-18-O
Exhibit A



ROBERT L BAKER ETUX
VOL 221, PG 95



- LEGEND**
- 5/8" IRON BARR SET
 - IRON PIN FOUND
 - ⊠ P.K./MAG SET
 - ⊞ P.K./MAG FOUND
 - ⊞ MONUMENT BOX FOUND

| Curve # | Length | Radius | Delta | Chord Direction | Chord Length |
|---------|--------|--------|-------|-----------------|--------------|
| C1 | 62.46 | 75.00 | 47.72 | S66°17'57"E | 60.67 |
| C2 | 55.63 | 75.00 | 42.49 | S21°11'34"E | 54.36 |
| C3 | 39.36 | 25.00 | 90.21 | S45°03'06"E | 35.42 |
| C4 | 10.00 | 75.00 | 7.64 | S3°52'33"W | 10.00 |
| C5 | 46.39 | 137.00 | 19.40 | N87°27'30"W | 46.16 |
| C6 | 78.73 | 50.00 | 90.21 | S45°03'06"E | 70.84 |
| C7 | 5.01 | 50.00 | 5.74 | S2°55'35"W | 5.01 |

GENERAL INFORMATION

NUMBER OF LOTS: 17
 TOTAL AREA OF PLAT: 8.232 ACRES
 LOT ACREAGE: 6.989 ACRES
 STREET RIGHT OF WAY: 1.243 ACRES

ZONING: R-1

EASEMENTS AND BUILDING SETBACK LINES ARE AS SHOWN ON THE PLAT.
 FRONT SETBACK: 30' AND 40'
 SIDE SETBACK: 10'
 REAR SETBACK: 30'
 SIDE LOT EASEMENTS ARE 5' EACH (10' TOTAL WIDTH) UNLESS OTHERWISE NOTED.

BASIS OF BEARINGS
 BASIS OF BEARINGS FROM WHEATLAND ACRES SECTION ONE, BY JAMES GEESLIN REGISTERED SURVEYOR #7764.

OWNER/DEVELOPER:
 SHINN BROTHERS, INC.
 540 SUMMIT STREET
 CELINA, OHIO 45822
 PH. 419-586-5000



I hereby certify that this plat is true and accurate to the best of my knowledge by Craig W. Mescher Registered Surveyor No. 8237, July of 2018. Iron pins to be set after construction of utilities.

Craig W. Mescher
Professional Surveyor #8237



WHEATLAND ACRES PHASE VI

BEING A TRACT OF LAND SITUATED IN THE NORTHWEST 1/4 OF SECTION 36, AND THE EAST 1/2
OF OF THE NORTHEAST 1/4 OF SECTION 35 TOWNSHIP 5 SOUTH, RANGE 2 EAST JEFFERSON
TOWNSHIP, MERCER COUNTY, OHIO, CITY OF CELINA

LEGAL DESCRIPTION

Being part of a 22.000 acre tract, located in the Northwest Quarter of Section 36, and the East Half of the Northeast Quarter of Section 35, Jefferson Township, Town 5 South, Range 2 East, Mercer County, City of Celina, Ohio, being more particularly described as follows:

Commencing at an Iron Pin Found at the Northeast Corner of Lot #93 of Wheatland Acres Phase V subdivision as recorded in Instrument #201700005583 of the Mercer County Recorder's Records, for the TRUE POINT OF BEGINNING;

Thence South 89°50'31" West along the North line of said Wheatland Acres Phase V subdivision, a distance of five hundred forty-eight and fifteen hundredths feet (548.15') to an Iron Pin Found;

Thence North 00°03'17" East along the East line of a tract as recorded in Volume 221, Page 95, a distance of five hundred ninety-one and sixty-five hundredths feet (591.65') to an Iron Pin Set;

Thence South 89°56'43" East a distance of one hundred ninety and zero hundredths feet (190.00') to an Iron Pin Set;

Thence South 00°03'17" West a distance of fifteen and fifty-three hundredths feet (15.53') to an Iron Pin Set;

Thence South 89°56'43" East a distance of one hundred sixty-five and zero hundredths feet (165.00') to an Iron Pin Set;

Thence South 00°03'17" West a distance of ten and zero hundredths feet (10.00') to an Iron Pin Set;

Thence South 89°56'43" East a distance of one hundred sixty-five and sixty-seven hundredths feet (165.67') to an Iron Pin Set;

Thence South 78°30'56" East a distance of fifty and thirty-three hundredths feet (50.33') to an Iron Pin Set;

Thence South 00°03'17" West a distance of forty-two and two hundredths feet (42.02') to an Iron Pin Set;

Thence South 89°56'43" East a distance of one hundred thirty-six and thirty hundredths feet (136.30') to an Iron Pin Set;

The following two (2) calls follow the West line of Outlot #1 of Wheatland Acres Subdivision Section One as recorded in Plat Cabinet 1, Page 259;

Thence South 14°57'18" West a distance of thirty-two and fifty-seven hundredths feet (32.57') to an Iron Pin Found;

Thence South 12°33'23" West a distance of ninety-two and twenty-seven hundredths feet (92.27') to an Iron Pin Found;

The following seven (7) calls follow the West line of said Re-plot of Wheatland Acres Subdivision Section Two as recorded in Plat Cabinet 1, Page 355;

Thence South 19°31'07" East a distance of one hundred twenty and seventy-one hundredths feet (120.71') to an Iron Pin Found;

Thence South 50°42'11" West a distance of ninety-three and thirty-seven hundredths feet (93.37') to an Iron Pin Found;

Thence Northwesterly along a curve to the left, having a radius of one hundred thirty-seven feet (137.00'), a length of forty-six and thirty-nine hundredths feet (46.39'), and a long chord of forty-six and sixteen hundredths feet (46.16') and a bearing of North 80°27'30" West to an Iron Pin Found;

Thence South 89°50'31" West a distance of fifteen and fifty-two hundredths feet (15.52') to an Iron Pin Found;

Thence North 45°03'06" West a distance of sixteen and ninety-four hundredths feet (16.94') to an Iron Pin Found;

Thence South 89°50'31" West a distance of twenty-five and zero hundredths feet (25.00') to a Point;

Thence South 00°03'17" West a distance of two hundred thirty-seven and zero hundredths feet (237.00') to the TRUE POINT OF BEGINNING, containing 8.232 acres of land more or less.

Said tract being subject to all highways and any other easements or restrictions of record.

Previous Deed Reference: Instrument #201600006056.

Description based on a survey by Craig W. Mescher Registered Surveyor No. 8237 in November of 2016 and is on file with the Mercer County Engineers Office.

DEDICATION

KNOWN ALL MEN BY THESE PRESENTS;

That the undersigned owners of the land embraced to this plat do certify that the said plat is a true representation of the same and that we do dedicate the streets appearing hereon to the use of the public forever.

All utility easements and building setback lines shall be strictly adhered to as shown on the plat.

The undersigned owner of the within plotted land, does hereby grant unto The East Ohio Gas Company d/b/a Dominion East Ohio, The City of Celina, DP&L, Frontier, Spectrum Cable and all other city approved utility companies and their successors and assigns (hereinafter referred to as Grantee) a non-exclusive permanent ten (10.00) foot wide right-of-way and easement as shown, under over and through the parcels shown hereon to construct, place, operate, maintain, repair, reconstruct, or relocate such above ground and underground facilities as deemed necessary or convenient by the Grantee for delivering, distributing, transporting, and transmitting respective utilities for public and private use at such locations as the Grantee may determine upon within and across the easement premises. Said easements rights shall include the right without liability therefore to remove trees and landscaping including lawns within and without said easement premises which may interfere with the installation, maintenance, repair or operation of said facilities. The right to install, repair, augment and maintain facilities, wires, services and pipelines from outside the above described easement premises and with the right of access, ingress, and egress to and from any of the within described premises for exercising any of the purposes of the right-of-way and easement grant. All sublots and all lands shall be restricted to underground utility service.

Shinn Bros., Inc., Owner

Date

ACKNOWLEDGMENT

STATE OF OHIO
COUNTY OF MERCER:

Before me a Notary Public in and for said County of Mercer, State of Ohio, personally appeared the above signed owners and acknowledged the signing of the above to be their free act and deed.

In testimony whereof I have affixed my hand and seal this ____ day of _____, 2018.

My commission expires: _____

PLANNING COMMISSION CERTIFICATE

We hereby certify that the plat has been found to comply with the standards of the Planning Board, City of Celina, Ohio. Approved this ____ day of _____, 2018.

Chairman

RECORDER'S CERTIFICATE

Received for record this ____ day of _____, 2018
at ____ o'clock.

Recorded in Instrument # _____

Fee: _____

Mercer County Recorder

CELINA CITY COUNCIL CERTIFICATE

We hereby certify that the accompanying plat was approved and that the streets dedicated hereon were approved and accepted by the Council of the City of Celina, Ohio at a regular meeting of said Council.

Passed on this ____ day of _____, 2018.

President, City Council

ACCEPTANCE

This Plat of "Wheatland Acres Phase VI" to the City of Celina, Ohio has been accepted by the Council of the City of Celina, by Ordinance No. _____ dated this ____ day of _____, 2018. Subject to all building restrictions, conditions and easements, as shown on this plat, and as recorded in the office of the Mercer County Recorder.

Date Mayor

Date Clerk

These plats are subject to additional declarations, covenants and restrictions recorded in Official Records Volume ____ Page ____ in the Mercer County Recorder's Office.

COUNTY AUDITOR'S CERTIFICATE

I hereby certify that there are no unpaid taxes on land comprising Wheatland Acres Phase VI Subdivision and that this plat was filed for transfer in the office of the Mercer County Auditor this ____ day of _____, 2018.

Mercer County Auditor, Randall E. Grapner


1200 IRMSCHER BLVD., SUITE B, CELINA, OH 45822
www.accessengR.com | 419-586-1430

ORDINANCE 26-18-O

AN ORDINANCE AMENDING ORDINANCE 43-17-O CREATING THE PAY GRADE FOR THE HUMAN RESOURCE COORDINATOR.

WHEREAS, at the request of Celina City Council, under the direction of the City of Celina Administration, the City's Personnel Consultants, Clemans-Nelson & Associates, created the essential duties within the job description of the Human Resource Coordinator; and

WHEREAS, Clemans-Nelson & Associates underwent a point factor analysis and determined the duties of the Human Resource Coordinator; and

WHEREAS, Clemans-Nelson & Associates recommend the position be created as Pay Grade 23 in the Non-Union Salary Schedule for Non-Exempt Employees as specified in Ordinance 43-17-O.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, State of Ohio:

SECTION ONE

THAT, the Celina City Council hereby accepts the position description for the Human Resource Coordinator, hereto attached as "Exhibit A".

SECTION TWO

THAT, Ordinance 43-17-O, Section 5 be and is hereby amended to establish Pay Grade 23 of the Weekly Salary Schedule for Non-Exempt Employees within the Non-Union Agreement for the position of Human Resource Coordinator.

SECTION THREE

THAT, any City legislation or sections of Ordinances inconsistent with the terms of this Ordinance are hereby repealed and this Ordinance is hereby declared the intent of Council.

SECTION FOUR

NOW, therefore, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 24th day of September, 2018.




Jason D. King, President of Council

ATTEST:



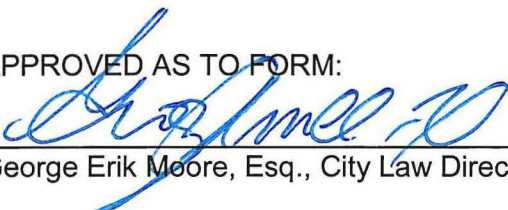
Joan S. Wurster, Clerk of Council

APPROVED September 24, 2018.



Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:



George Erik Moore, Esq., City Law Director

CITY OF CELINA

An Equal Opportunity Employer

POSITION DESCRIPTION

| | | | |
|------------------------------|----------------------------------|---|-----------------------------|
| Position Number: | N/A | Name: | |
| Class Number: | N/A | Class Title: | Human Resources Coordinator |
| Civil Service Status: | Unclassified (R.C. 124.11(A)(8)) | Dept. /Div.: | Administration |
| Employment Status: | Full-time, Regular | Report To: | Safety-Service Director |
| FLSA Status: | Non-exempt | Supervises: | None |
| Pay: | Ordinance/Resolution | DOT (closest applicable number): | 209.362-026/ 219.362-010 |

QUALIFICATIONS: An example of acceptable qualifications:
Completion of associate degree; two (2) years experience in relevant work area; or any equivalent combination of education, experience, and training which provides the required knowledge, skills, and abilities.

LICENSURE OR CERTIFICATION REQUIREMENTS:
Notary Public.

EQUIPMENT OPERATED: The following are examples only and are not intended to be all inclusive:
Personal computer, computer software (e.g., Microsoft Office, OPERS, PAYX, Ohio New Hire, BCI, BWC, insurance software, etc.), printer, postage meter, binding machine, copy machine, fax machine, and other standard business office equipment.

INHERENTLY HAZARDOUS OR PHYSICALLY DEMANDING WORKING CONDITIONS:
The employee has exposure to chemical compounds found in an office environment (e.g., toner, correction fluid, etc.); has contact with potentially violent or emotionally distraught persons; occasionally lifts objects 20 pounds or less; occasionally carries objects 20 pounds or less; occasionally pushes objects 20 pounds or less; occasionally pulls objects 20 pounds or less.

Note: In accordance with the U.S. Department of Labor physical demands strength ratings, this is considered light work. In cases of emergency, unpredictable situations, and/or department needs, required to lift, push, pull, and/or carry objects heavier than D.O.L. strength ratings recommend.

JOB DESCRIPTION AND WORKER CHARACTERISTICS:
JOB DUTIES in order of importance

ESSENTIAL FUNCTIONS OF THE POSITION: (For purposes of 42 USC 12101)

(1) Under administrative direction, accurately processes payroll records; accurately enters data into computer; accurately prepares payroll documents; accurately prepares reports for OPERS and other agencies regarding pension, federal, state, and local taxes, workers' compensation, unemployment, Medicare, etc. reconciles leave requests with time sheets/cards; communicates with Municipality managers regarding attendance; files medical documentation; tracks leave time; reports accruals; updates personnel files in accordance with record retention schedules; assists with processing public records requests; completes OSHA reporting and records; generates W-2 computer printout and W-2 forms, , all taxes, pensions, and other withholdings at year end.

CITY OF CELINA

An Equal Opportunity Employer

Page 2 of 3

POSITION DESCRIPTION

Position Number: N/A

Name:

(2) Administers new hire orientation program (e.g., tax paperwork, driving abstract, service time calculation, insurance paperwork, OPERS paperwork, payroll authorization, etc.); maintains and administers system to keep employment-related records on employees and to track and ensure all relevant records have been obtained and are kept current (e.g., employment application forms, acknowledgement of receipt of information, position descriptions, performance evaluation forms, driver abstracts, drug and alcohol test results, training records, etc.); lifts, carries, pushes, and pulls boxes containing files; updates personnel policies; coordinates exit interviews and separation pay; monitors employee benefits; processes employee critical incident reports; coordinates insurance programs; may participate in disciplinary hearings; participates on various committees; coordinates First Aid/CPR program.

(3) Performs other various human resource functions (e.g., policy development, answer supervisor inquiries, answer employee inquiries, etc.); researches personnel issues; attends human resource training and networking meetings (e.g., Grand Lake Area Safety Council meetings; etc.); relays human resource development to others in administration.

(4) Develops position advertising; posts vacant positions in publications; reviews resumes; forwards documentation to appropriate departments; schedules interviews; performs background checks; participates and coordinates interview team.

(5) Maintains contact with vendors, insurance companies, contractors, human resource colleagues, the general public, and various government agencies/officials in order to obtain or disseminate information related to the essential position functions.

(6) Meets all job safety requirements and all applicable OSHA safety standards that pertain to essential functions.

(7) Demonstrates regular and predictable attendance.

OTHER DUTIES AND RESPONSIBILITIES:

(8) Performs other duties as assigned.

MINIMUM ACCEPTABLE CHARACTERISTICS: (*indicates developed after employment)

Knowledge of: general payroll practices and procedures; interviewing; *municipal goals and objectives; *municipal policies and procedures; *personnel rules; *workplace safety practices and procedures; *government structure and general process; *municipal certification/licensure requirements; public relations; general office practices and procedures; general records management; general human resources management; general employee training and development; English grammar and spelling; general office equipment operation; general personnel administration; *employee benefits administration; Microsoft Office; *OPERS; *PAYX; *Ohio New Hire; *BCI; *BWC; *insurance software.

Developed by:

Date Adopted:

Clemans, Nelson & Associates, Inc.

Date Revised:

Dublin, Ohio 43016

{2/22/2018 PDCEL CI 00208923.DOCX}

CITY OF CELINA

An Equal Opportunity Employer

Page 3 of 3

POSITION DESCRIPTION

Position Number: N/A

Name:

Skill in: data entry; word processing; computer operation; use or operation of computer software (e.g., Microsoft Office, OPERS, PAYX, Ohio New Hire, BCI, BWC, insurance software, etc.); use of modern office equipment.

Ability to: exercise independent judgment and discretion; understand, interpret, and apply laws, rules, or regulations to specific situations; select most qualified applicant according to specifications for referral; calculate fractions, decimals, and percentages; complete routine forms; prepare routine correspondence; prepare accurate documentation; proofread technical materials, recognize errors and make corrections; compile and prepare reports; respond to routine inquiries from public and/or officials; conduct effective interviews; communicate effectively; train or instruct others; understand a variety of written and/or verbal communications; maintain records according to established procedures; handle sensitive inquiries from and contacts with officials and general public; develop and maintain effective working relationships; resolve complaints; travel to and gain access to work site; operate office equipment.

POSITIONS DIRECTLY SUPERVISED:

None.

This position description in no manner states or implies that these are the only duties and responsibilities to be performed by the position incumbent. My (employee) signature below signifies that I have reviewed and understand the contents of my position description.

(Approval of Appointing Authority)

(Date)

(Employee Signature)

(Date)

Date Adopted:

Developed by:
Clemans, Nelson & Associates, Inc.

Date Revised:

Dublin, Ohio 43016

{2/22/2018 PDCELCI 00208923.DOCX}

ORDINANCE 27-18-O

AN ORDINANCE ENACTING §521.14 OF THE CELINA CODIFIED ORDINANCES, AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Celina finds it necessary to address ongoing problems with grass clippings being blown in streets in the City of Celina; and

WHEREAS, the City of Celina finds it necessary to address ongoing problems with dirt or mud being deposited on streets in the City of Celina; and

WHEREAS, in order to address these ongoing problems, it is necessary to add a section to the existing Chapter 521 of the Celina Codified Ordinances.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, and State of Ohio.

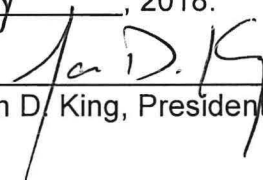
SECTION ONE

THAT, said § 521.14 shall fully-replace the existing § 521.14 of the Celina Codified Ordinance, attached hereto and labeled as "Exhibit A" which is fully incorporated herein by reference, and shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed by law, namely thirty days following passage of this Ordinance, which Council reasonably-anticipates being January 16, 2019.

SECTION TWO

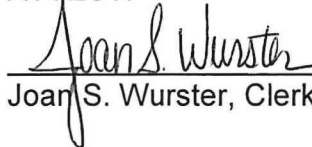
NOW, therefore, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 14th day of January, 2018.

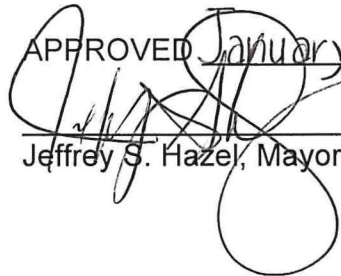


Jason D. King, President of Council

ATTEST:




Joan S. Wurster, Clerk of Council

APPROVED January 14, 2018.


Jeffrey S. Hazel, Mayor

DRAFTED BY:



George Erik Moore, Esq., City Law Director

521.14 DEPOSIT OF LAWN CLIPPINGS ON PUBLIC WAYS.

(A) No person, firm or corporation shall deposit, or cause to be deposited, any lawn clippings upon any public street, alley, sidewalk or other public property so as to constitute a hazard to the public.

(B) No person, firm or corporation shall deposit, or cause to be deposited, any dirt or mud upon any public street, alley, sidewalk or other public property so as to constitute a hazard to the public.

(C)(1) For a first offense of this section, the offender shall be issued a written warning by a police officer and shall promptly remove all items constituting a hazard to the public.

(2)(i) For a second offense of this section committed within one (1) year of a first offense under this section, the offender shall be issued a notice of a violation of this section by a police officer. Each such offender may, within seventy-two (72) hours of the time when such notice of a second offense is issued, pay to the Police Department, or by any other means that the City might provide for payment of such sums, Fifty Dollars (\$50) for all second offense violations under this section in full satisfaction of such violation. Additionally the offender shall promptly remove all items constituting a hazard to the public upon receipt of such notice.

(ii) In the event such Fifty Dollar (\$50) payment is not made within seventy-two (72) hours by a second offense offender as authorized in section 521.14(C)(2)(i), the failure to make such payment shall render the violator subject to the penalties provided in section 521.14(C)(3).

(3) For a third offense of this section and for each and every additional offense committed within one (1) year of a first offense under this section, the offender shall be guilty of a minor misdemeanor and shall be issued a citation by a police officer for the same, and upon any and all such conviction(s) for a third or subsequent offense shall receive a mandatory court fine of One Hundred Fifty Dollars (\$150) which may not be suspended or waived, in whole or in part, in any manner whatsoever. Additionally the offender shall promptly remove all items constituting a hazard to the public upon receipt of such citation.

(Ord. _____-18-0. Passed _____.)

ORDINANCE 28-18-O

AN ORDINANCE AUTHORIZING THE SAFETY SERVICE DIRECTOR TO ENTER INTO A "DELINQUENT DEBT COLLECTION AGREEMENT" WITH THE OHIO ATTORNEY GENERAL, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Celina desires to collect amounts owed to the Tax Department, including from individuals and entities who are delinquent in paying taxes, penalty and interest, and fees and the like; and

WHEREAS, Tax Department resources are often limited and thereby limit the ability of the Tax Department to collect some of these outstanding debts; and

WHEREAS, the Ohio Attorney General's office offers a service for Ohio Political Subdivisions to utilize by entering into a "Delinquent Debt Collection Agreement" with the Ohio Attorney General for the purpose of the Ohio Attorney General collecting the amount(s) on behalf of a political subdivision which that political subdivision has "certified" to the Ohio Attorney General for collection at no cost to the Tax Department or to the City of Celina; and

WHEREAS, the City of Celina is desirous of entering into a "Delinquent Debt Collection Agreement" with the Ohio Attorney General for this purpose in a form similar to the attached "Exhibit 1", which is fully-incorporated herein by reference.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, State of Ohio.

SECTION ONE

THAT, the Safety Service Director, on behalf of the City of Celina, be and is hereby authorized to enter into a "Delinquent Debt Collection Agreement" with the Ohio Attorney General for the purpose of collecting delinquent amounts owed to the Tax Department in a form similar to the attached "Exhibit 1", which is fully-incorporated herein by reference.

SECTION TWO

THAT, the Safety Service Director is hereby further authorized to take all steps and sign all documents necessary to effectuate the intent of Council.

SECTION THREE

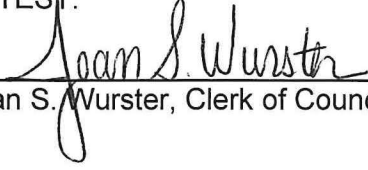
THAT, this Ordinance shall be declared an emergency measure immediately necessary for the preservation of the public peace, safety, and welfare, such emergency arising out of the necessity to collect outstanding amounts of money owed to the City of Celina at the earliest date possible. NOW, therefore, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 22nd day of October, 2018




Jason D. King, President of Council

ATTEST:




Joan S. Wurster, Clerk of Council

APPROVED October 22, 2018


Jeffrey S. Hazel, Mayor

DRAFTED BY:



George Erik Moore, Esq., City Law Director



MIKE DEWINE
* OHIO ATTORNEY GENERAL *

Collections Enforcement
Office 614-466-8360
Fax 614-752-9070

150 East Gay Street, 21st Floor
Columbus, OH 43215
www.OhioAttorneyGeneral.gov

**DELINQUENT DEBT COLLECTION AGREEMENT
BETWEEN THE
OHIO ATTORNEY GENERAL
AND
CITY OF CELINA**

I. PARTIES

1.1. THIS DELINQUENT DEBT COLLECTION AGREEMENT (this “Agreement”) is between the Ohio Attorney General (hereinafter “Attorney General”) and

CITY OF CELINA (“Political Subdivision”), collectively referenced herein as the “Parties.”

II. PURPOSE

2.1. The Political Subdivision has requested that the Attorney General undertake, and the Attorney General agrees to undertake, the collection of delinquent debt owed to the Political Subdivision, pursuant to Ohio Revised Code (“O.R.C.”) § 131.02. This Agreement sets forth the rights, duties and obligations of the Parties and the amounts to be charged, collected and allocated between the Political Subdivision and Attorney General. This Agreement will become effective in ten business days once fully executed (“Effective Date”).

III. CERTIFICATION OF DEBT

3.1. The Parties agree that this Agreement shall apply to amounts owed to Political Subdivision that meet the criteria specified on the attached Exhibit “A” (hereinafter the “Debt”). The Parties may, from time to time, change the categories of debt to be certified to the Attorney General by amending Exhibit “A” pursuant to the discretion of the Section Chief of the Collections Enforcement Section of the Attorney General and CITY OF CELINA of the Political Subdivision. Such changes to the categories of debt identified on Exhibit “A” shall not be construed as an amendment or termination of this Agreement.

3.2. Political Subdivision hereby warrants that all Debts certified to the Attorney General for collection pursuant to this Agreement are or will be legally due and owing to Political Subdivision at the time of certification.

3.3. Political Subdivision hereby warrants that it has complied or will comply with all conditions precedent to the legality of certifying the Debt for collection prior to certifying the Debt to Attorney General pursuant to this Agreement.

3.4. Political Subdivision hereby warrants that it has obtained the approval of any person or entity whose approval is required as a condition to entering into this Agreement. True and correct copies of any such approvals shall be attached hereto as Exhibit "B."

3.5. Political Subdivision shall identify and itemize the amounts owed in any bills or mailings issued to the debtors prior to certifying the Debt pursuant to this Agreement. Such itemization shall separately identify penalties, fees, costs and interest, if any, added to the principal balance of the amounts owed. For all Debt certified under this Agreement, Political Subdivision shall maintain account records documenting the principal balance of the amounts owed, as well as any penalties, fees, costs and interest, from the date such debt becomes due and owing to Political Subdivision until the debt is paid in full, resolved or written off as specified herein.

3.6. Political Subdivision shall make all account records related to the Debt fully available to specified Attorney General personnel in order for the Attorney General to actively identify and pursue collection activities. Political Subdivision shall retain account records related to the Debt so long as the Debt remains outstanding, or until the Debt is resolved or written off as specified herein.

3.7. Political Subdivision agrees and shall forward all payments received on certified Debt to the Attorney General. In the event that Political Subdivision accepts a debtor's payment on Debt certified to the Attorney General, Political Subdivision agrees to promptly notify the Attorney General of the details of the payment, including date, amount, remitter, check or instrument number and forward the payment to the Attorney General.

3.8. In the event that any debtor owing Debt certified to the Attorney General files bankruptcy or other insolvency proceeding, Political Subdivision shall immediately notify the Attorney General of such filing. The Attorney General shall cease all collection efforts with regard to such Debt. Political Subdivision remains exclusively and solely responsible for protecting its interest in bankruptcy & other insolvency proceedings. Upon notice that Debt certified to the Attorney General is subject to bankruptcy or other insolvency proceeding, the Attorney General shall close the affected accounts and such accounts shall no longer be considered to be certified to the Attorney General. Other insolvency proceeding may include but is not limited to receivership or foreclosure.

IV. ALLOCATION OF FEES AND COLLECTION COSTS

4.1 The client may choose for each account certified to the Attorney General to bear interest (hereinafter "AGI") at the annual rate established by the Tax Commissioner under O.R.C. § 5703.47. Upon recovery AGI is paid to Political Subdivision, not to Attorney General. AGI may be waived, either by Political Subdivision or the Attorney General. Political Subdivision also has discretion to request that AGI not be assessed as an additional obligation of debtors. If this request is indicated, the cost of AGI will not be added to the Debt. Political Subdivision may execute the Service Level Agreement attached hereto as Exhibit "C" to designate the preference of Political Subdivision as to AGI. If no preference is indicated, Attorney General may waive AGI at its discretion, and the addition of AGI to the Debt will increase the debtors' obligation. The AGI is in place of any separate accruing interest of the Political Subdivision on the Debt once certified to the Attorney General.

4.2 Pursuant to O.R.C. § 131.02, the Attorney General is authorized to deduct the Attorney General's collection cost from all amounts collected, calculated upon all certified amounts recovered, plus interest and fees accruing from the date of certification to Attorney General. Attorney General collection costs may be waived, either by the Attorney General or jointly by the Political Subdivision and the Attorney General. The Parties agree that the Attorney General will pass all Attorney General collection costs on to the debtor as an additional obligation of debtor. The Attorney General collection cost is 10% pursuant to O.R.C. § 109.08.

4.3 Upon agreement, the Attorney General may also hire third party vendors to collect claims for Political Subdivision and to pay such third party vendors for their services ("TPV Fees") from funds collected by them. Political Subdivision may execute the Service Level Agreement attached hereto as Exhibit "C" to designate the preference of Political Subdivision with respect to the assignment of Debt to TPVs. If no preference is indicated the Attorney General will assign Debt to TPVs in accordance with an established assignment strategy. TPV fees shall be paid at rates set by the Attorney General. The Parties agree that the Attorney General will pass all TPV Fees on to debtors as an additional obligation of the debtors.

4.4 Upon agreement the Attorney General may appoint special counsel to collect claims for Political Subdivision and to pay such special counsel for their services ("Special Counsel Fees") from funds collected by them. Political Subdivision may execute the Service Level Agreement attached hereto as Exhibit "C" to designate the preference of Political Subdivision with respect to the assignment of Debt to Special Counsel. If no preference is indicated the Attorney General will assign Debt to Special Counsel in accordance with an established assignment strategy. Special Counsel Fees shall be paid at rates set by the Attorney General. The Parties agree that the Attorney General will pass all Special Counsel Fees on to debtors as an additional obligation of the debtors.

4.5 Political Subdivision may execute a different Service Level Agreement for each category of debt certified pursuant to this Agreement, and each Service Level Agreement shall be attached as additional pages of Exhibit "C."

4.6 Political Subdivision may change or terminate the Service Level Agreement(s) attached hereto as Exhibit "C" upon appropriate written notice as specified therein, and any change or termination of the Service Level Agreement(s) shall not be construed as an amendment or termination of this Agreement.

V. DISBURSEMENT PROCESS/PAYMENT OF COLLECTION COSTS

5.1 On a weekly basis the Attorney General shall disburse to the Political Subdivision the full amounts collected on the Debt minus any applicable collection costs or fees as outlined herein. The Political Subdivision and Attorney General shall have the authority to settle or compromise any account in the Debt which is agreed upon by the Political Subdivision and Attorney General as payment in full based on the best interests of the Parties. At the time of the Attorney General's disbursement to the Political Subdivision, the Political Subdivision will receive the amount collected minus the Attorney General's collection costs and any applicable TPV Fees or Special Counsel Fees pursuant to this Agreement.

5.2 The Parties agree that court cases and judgment liens shall not be dismissed or deemed satisfied without the Political Subdivision's consent that all the fees have been paid by the debtor liable for costs under the court case and/or judgment lien.

5.3 Disbursements to the Political Subdivision of amounts due hereunder may be made via state check or by Automated Clearing House ("ACH") deposit, at the Attorney General's discretion. Political Subdivision acknowledges that the Attorney General prefers to remit all payments by ACH deposit, and Political Subdivision agrees to execute an ACH payment authorization in accordance with the form attached hereto as Exhibit "D" within thirty (30) days after the Effective Date of this Agreement.

VI. CERTIFICATION AND CANCELLATION OF DEBT

6.1 Political Subdivision will certify only Debt to the Attorney General which is past due and final, in accordance with O.R.C. § 131.02(A). O.R.C. § 131.02 provides that the Attorney General and Political Subdivision may determine an appropriate time beyond the regular 45-day requirement to certify delinquent debt. Such exceptions may be made as the Attorney General and the Political Subdivision mutually agree are appropriate.

6.2 The Parties acknowledge and agree that O.R.C. §131.02 empowers the Attorney General to, with the consent of the chief officer of an entity reporting a debt, cancel the debt or cause the same to be canceled. O.R.C. § 131.02(F)(2) provides a general statute of limitations of forty (40) years from the date of certification to collect claims. O.R.C. § 131.02(F)(1) allows the Attorney General to cancel uncollectible claims earlier, with the approval of the Political Subdivision. Political Subdivision may execute the Service Level Agreement attached hereto as Exhibit "C" to designate the preference of Political Subdivision. If no preference is indicated, the write off period will be fifteen (15) years after the date of certification. Exceptions revising the write off period for specified claims or categories of debt may be agreed to by the Attorney General and the Political Subdivision as amendments to the Service Level Agreement, and such amendments shall not be construed as an amendment or termination of this Agreement.

VII. CONFIDENTIALITY

7.1 Any confidential debtor information made available to Attorney General in the course of performance of this Agreement shall be used only for the purpose of carrying out the provisions of this Agreement pursuant to the Attorney General's statutory obligations. Additionally, the Attorney General shall not sell any debtor information to any third parties.

VIII. LIABILITY

8.1 Each Party shall be responsible for its own acts and omissions and those of its officers, employees and agents.

IX. CHOICE OF LAW

9.1. This Agreement is made and entered into in the State of Ohio and shall be governed and construed in accordance with the laws of Ohio. Any legal action or proceeding related to this Agreement shall be brought in Franklin County, Ohio, and the Parties irrevocably consent to jurisdiction and venue in Franklin County, Ohio.

X. COMPLIANCE WITH LAW

10.1. The Parties, in the execution of their respective duties and obligations under this Agreement, agree to comply with all applicable federal, Ohio and local laws, rules, regulations and ordinances.

XI. RELATIONSHIP OF THE PARTIES

11.1. It is fully understood and agreed that a Party's personnel shall not at any time, or for any purpose, be considered as agents, servants, or employees of the other Party.

11.2. Except as expressly provided herein, neither Party shall have the right to bind or obligate the other Party in any manner without the other Party's prior written consent.

XII. MODIFICATION

12.1. This Agreement constitutes the entire agreement between the Parties, and any changes or modifications to this Agreement shall be made and agreed to by the Parties in writing.

XIII. TERMINATION/EXPIRATION

13.1. Either party may terminate this Agreement for any reason by giving written notice, at least forty-five (45) days in advance of the date of termination, to the other Party via e-mail, facsimile transmission, mail, certified mail or personal delivery to the other Party's signatory to this Agreement.

13.2. If there is pending litigation in connection with any Debt, termination shall not be effective until the Attorney General terminates the legal representation in the litigation matter. The Attorney General shall be compensated for Debt collected and received prior to termination. The Parties agree to cooperate so as to effectuate a speedy and efficient transfer of the work to Political Subdivision.

XIV. SIGNATURES

14.1. The Parties may submit their signatures to the Agreement in counterparts, which taken together will constitute a valid enforceable Agreement. Facsimile or copied signatures shall be considered valid and enforceable.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed, as of the day and year last written below.

ACCEPTED AND APPROVED:

CITY OF CELINA

Date

OHIO ATTORNEY GENERAL
MICHAEL DEWINE

By: _____

Lisa J. Iannotta
Section Chief

Date

**DELINQUENT DEBT COLLECTION AGREEMENT
BETWEEN THE
OHIO ATTORNEY GENERAL
AND**

CITY OF CELINA

EXHIBIT "A"

The Parties agree that the following categories of debt may be certified to the Attorney General. All debt must be final with a minimum principal amount of \$100.00.

Examples of Categories of Debt to be certified:

- (a) Statutory fees as assessed by a Political Subdivision;
- (b) Civil court costs; and
- (c) Criminal court costs so long as the defendant is not incarcerated on the date the debt is certified.
- (d) Debt must be declared final with no chance of appeal or no future changes to the amount of the debt sent to the Attorney General for collection purposes.
- (e) Debt from a school system must be as a result of a contractual agreement.

Examples of Categories of Debt NOT to be certified:

- (a) Debt that is against a juvenile.
- (b) Debt against a presently incarcerated individual.
- (c) Debt that is involved in a bankruptcy, rental or foreclosure action.
- (d) Debt from any type of utility.
- (e) Debt resulting from code enforcement violations.
- (f) Debt that results from a red light camera violation/citation.

**PLEASE NOTE: THE ATTORNEY GENERAL'S OFFICE RESERVES THE RIGHT TO
DECLINE ACCEPTANCE OF ACCOUNTS BASED ON QUANTITY, VALUE, OR DEBT TYPE**

**PLEASE LIST THE TYPE OF DEBTS YOU WILL BE CERTIFYING TO THE
ATTORNEY GENERAL'S OFFICE:**

DELINQUENT TAXES, PENALTY & INTEREST, AND FEES OWED TO THE
CITY OF CELINA

**DELINQUENT DEBT COLLECTION AGREEMENT
BETWEEN THE
OHIO ATTORNEY GENERAL
AND
CITY OF CELINA**

EXHIBIT "B"

The Delinquent Debt Collection Agreement Between the Ohio Attorney General and
CITY OF CELINA, executed by _____,
_____, on _____, is hereby ratified and approved.

POLITICAL SUBDIVISION AUTHORITY (I.E. COUNTY COMMISSIONERS, COUNCIL)

Date _____

Date _____

Date _____

POLITICAL SUBDIVISION LEGAL AUTHORITY (I.E. PROSECUTOR, LAW DIRECTOR)

Date _____

IN WITNESS WHEREOF, the Parties hereto have caused this Service Level Agreement to be executed, as of the day and year last written below.

ACCEPTED AND APPROVED:

CITY OF CELINA

Date

OHIO ATTORNEY GENERAL
MICHAEL DEWINE

By: _____

Lisa J. Iannotta
Section Chief

Date



Client Information Questionnaire

Welcome to The Ohio Attorney General's Office, Collections Enforcement Section.

We are very excited about the opportunity to serve your collection needs. Please assist us by completing and returning this form, so we can better understand your collection needs and expectations. Thanks for considering the Ohio Attorney General's Office as a business partner.

1. What type of debt would you like us to collect for you? Please list and describe.
Delinquent income taxes, penalty & interest, and fees owed to City of Celina
2. Would you like our office to charge interest (Attorney General Interest or "AGI") on your accounts? The AGI would begin accruing upon certification of the debt to our office and would replace any interest that would otherwise accrue on the account. The interest would be paid to you when the balance is paid in full by the debtor.
No
3. Do you currently use a third party collection vendor? What collection efforts have been made on your accounts before they will be referred to the Attorney General's Office for collection?
No
4. Do you have the ability to transfer data via FTP (File Transfer Protocol)?
Yes
5. Do you have IT personnel to assist with the certification process or do you contract with an IT vendor? Please provide the name; email address and phone number of your internal IT contact personnel or external IT vendor.
Cheryl Gerlach, celinatax@celinaohio.org, (419) 586-2594
6. After the Attorney General's internal collection efforts have been exhausted, do you want our office to send your accounts out to outside collection vendor that the Attorney General's office contracts with for additional collections?
Yes
7. After the Attorney General's internal collection efforts have been exhausted, do you want our office to send your accounts to a private attorney ("special counsel") that the Attorney General's office contracts with for additional collections?
Yes
8. Will the accounts you will be certifying to us have liens or judgments on them?
No
9. Will any of the accounts you will be sending the Attorney General's Office for collection purposes involve restitution?
No

10. Will the court have held drivers licenses or have active warrants on any of the accounts you will be sending to the AGO for collection?
- No
11. Are you interested in the Attorney General's collection section using the Department of Taxation's state tax refund offset program to capture additional payment for your debt?
- Yes
12. Are you interested in the Attorney General's collection section using the Ohio Lottery offset program to capture payment of your debt?
- Yes
13. If so, both offset programs require that you provide us with social security numbers for your debtors. Can you provide social security numbers on your debt to be certified?
- Yes
14. Are you interested in ONLY using our office to capture state tax refunds and lottery offsets to collect your debt with no other active collections on your accounts?
- Yes
15. Do you have the ability to accept payments from the Attorney General's office electronically (i.e. ACH)?
- Yes
16. What is your anticipated timeline for turning your debt portfolio over to us for collections?
- December 2018
17. Are there any special concerns or issues with respect to the debt portfolio you would ask us to collect?
- No
18. Finally, please provide your name, e-mail address and telephone number so we may contact you for further discussion.
- Cheryl Gerlach, celinatax@celinaohio.org (419) 586-2594

Please return this form to Jill Reardon at LGC@OhioAttorneyGeneral.gov, or for questions call 614 466-4510.



MIKE DEWINE

— * OHIO ATTORNEY GENERAL * —

Collection Enforcement
150 East Gay St., 21st floor
Columbus, Ohio 43215
LGC@OhioAttorneyGeneral.gov
614 466-4510

Local Government Debt Collection Business Rules

- Account Certifications
 - Made by automated FTP (File Transfer Protocol) or Manual Excel template by the client.
 - The client will need to have internet access to certify accounts to the AGO (Attorney General's Office) and to access the ClientView and Compass software to monitor their payments and accounts.
 - All debt must be final with a minimum principal amount of \$100.00.
 - The AGO reserves to right to decline accounts based on volume, monetary amount or debt type.
- Examples of Categories of Debt to be certified:
 - Statutory fees as assessed by a Political Subdivision
 - Civil court costs
 - Criminal court costs so long as the defendant is not incarcerated on the date the debt is certified
 - Debt must be declared final with no chance of appeal or no future changes to the amount of the debt sent to the Attorney General for collection purposes
 - Debt from a school system must be as a result of a contractual agreement
- Examples of Categories of Debt NOT to be certified:
 - Debt that is against a juvenile
 - Debt against a presently incarcerated individual
 - Debt that is involved in a bankruptcy, rental, or foreclosure action
 - Debt from any type of utility
 - Debt resulting from code enforcement violations
 - Debt resulting from a red light camera violation/citation

- Life of a Debt
 - Debt will be worked by the AGO in-house local debt collectors up to 150 days or longer if a payment plan has been setup with the debtor and debtor remains in compliance. The AGO will confirm debtor contact information, send out a series of automated collection letters and make a series of collection calls to the debtor. Pursuant to O.R.C. §131.02, the AGO will assess a 10% fee to each account (AG collection fee) and the cost will be passed to the debtor. The 10% AGO fee will be taken from each payment made on an account by the debtor.
 - Upon mutual agreement, accounts can be assigned to an external vendor (Third Party Vendor) for additional collection efforts lasting up to 180 days subsequent to the AGO collection efforts. The 180 days may be extended if debtor is on a payment plan and in compliance. In addition to the AGO collection fee, an additional fee would be added to the account for this service and the cost will be passed to the debtor.
 - Upon mutual agreement, external private attorneys (Special Counsel) can be assigned the debt for up to two years. In addition to the AGO collection fee, an additional fee would be added to the account for this service and the cost passed to the debtor.
 - On any accounts where the debtor's driver's license is being held by a court or there is an active warrant, the AGO will only accept sure funds (money order, certified check etc.) for payment of the debt. The AGO will then notify the client of the payment in full by the debtor.
 - If social security numbers of the debtor are provided, the debt may also be subject to a possible state income tax refund capture and/or lottery offset for up to the full amount owed, including interest, subject to O.R.C. §§ 5747.12 and 3770.073. If the debtor owes money to the Ohio Department of Taxation or any state entity, any Ohio tax refund capture or Ohio lottery capture will be paid to those debts first.
 - The client may choose on their Memorandum of Understanding to only use the AGO to attempt to intercept their debtors' state income tax refund but not engage in active collection of their accounts. In this case, it will be necessary for the AGO to send out one letter to the debtor upon the certification of the account explaining that we are attempting to take any state income tax refund due them. If the debtor contacts the AGO to make payment in full, the AGO will take the payment and notify the client.
 - Local debt will not be combined with any state debt owed for collection purposes.
 - The AGO collection process is driven by the AGO account number assigned to that debt. AGO collection letters and collection phone calls are made relative to that specific account number. If a debtor owes debt to multiple local jurisdictions, payment will be accepted according to the account number he/she is responding to as the result an AGO letter or an AGO phone call.
 - Clients may request, and the Attorney General may consider, on a case by case basis, alternative collection strategies (i.e. timeframes) on how the client's debt portfolio is collected.
 - The AGO will not file liens or judgments or release any previously filed liens or judgments on any debt certified for collections.

- Archive or Write off of Debts
 - Client may choose to write off debt by their indication on their Service Level Agreement.
 - Accounts can also be closed and returned to client upon request.

- Payment Processing and Accounting Issues:
 - Collections payments to the client will be remitted weekly, via ACH.
 - Clients can view the payment reports that correlate with their weekly ACH payment on the AGO's Compass website.
 - Collections paid with certified funds (i.e. cashier's check, money order) will be paid to the client the following week. Collections paid with a personal check are held eight business days and paid the week following the release of the eight day hold.

- Direct Payments:
 - Please make sure that you are referring any debtor wanting to make a payment on an account for which we are collecting to us. The debtors can be instructed to call us at 888-871-8838 or pay by internet at www.OhioAttorneyGeneral.gov/business/pay. Their payment can also be mailed to: Ohio Attorney General P.O. Box 89471, Cleveland, Ohio 44101-6471. They will need to include their Attorney General Account number to ensure that the payment is being posted to their account.
 - If on the rare occasion you inadvertently accept a payment on an account we are collecting on, please send the payment the check or money order received from the debtor directly to our accounting section with the account number on it to:

Ohio Attorney General Collections Enforcement
 Accounting Section
 150 East Gay St., 20th Floor
 Columbus, Ohio 43215

- Referring any debtor to us to make a payment helps us keep our records clean and auditable. It will also prevent us from intercepting someone's state income tax refund erroneously, such as when a payment taken by your office has not been noted on our system. If your staff does take a payment from a debtor, kindly let us know immediately and forward the payment to us for processing. If we intercept their state tax refund and issue payment to you causing an overpayment on the account, we will contact you and request that you refund the amount back to the debtor.

- Reversals
 - Occasionally, there may be payments made to you by our office that need to be reversed. This happens because, after the payment was issued to you, it came to our attention that the debtor's check had non-sufficient funds, there was a posting error or an alleged fraudulent payment. We do hold personal checks for eight days before posting them to an account to allow for this but, occasionally, we are not informed by the bank until after the eight days have passed and you have been sent the payment.
 - When a payment made to you needs to be reversed, our system subtracts the amount of the payment to be reversed from the next payment to be made to you. Because our system is automated there is no way to let you know that one of the payments made to you needs to be reversed.
 - However, you are able to identify the accounts that have a reversal by viewing your Client View payment report. For example, a payment for an internet personal check will be indicated with the code IPC. A payment for an internet personal check that was reversed will be indicated with the code EIPC. (See Report Section below)

- Reporting
 - Compass software provides access to electronic reports, documents and scanned images relative to your accounts both in PDF or TXT format.
 - Full debt inventory is available at the request of a unit supervisor or manager.
 - Monthly archive reports and bi-annual write-off reports are provided upon request.
 - All clients will have access to ClientView software to view their account data and notes placed by the collectors.

Please contact Jill Reardon at LGC@OhioAttorneyGeneral.gov.
Direct: 614 466-4510.

| |
|--|
| Ohio Attorney General Collections Enforcement Section |
|--|

I (we) hereby authorize the Ohio Attorney General's Office to initiate entries to my (our) checking/savings accounts at the financial institution listed below, and, if necessary, initiate adjustments for any transactions credited/debited in error. This authority will remain in effect until Ohio Attorney General's Office is notified by me (us) in writing to cancel it in such time as to afford the Ohio Attorney General's Office and the Treasurer of State of Ohio a reasonable opportunity to act on it.

Client Information

| | | | |
|----------------|--|----------|--|
| Client Name | | | |
| Client Address | | | |
| City | | State | |
| | | Zip Code | |

Accounting Contact Information

| | | | |
|--------------|--|--------------|--|
| Name | | Name | |
| email | | email | |
| Phone Number | | Phone Number | |

Financial Institution Information

| | | | |
|--------------------------------------|--|----------|--|
| Financial Institution Name | | | |
| Financial Institution Address | | | |
| City | | State | |
| | | Zip Code | |
| Financial Institution Account Type | | | |
| Financial Institution Routing Number | | | |
| Financial Institution Account Number | | | |

These numbers are located on the bottom of your check as follows:
 1234456789 123456789101112
 Routing Number Account Number

| | | | | |
|--------------------------------|--|--|------|--|
| Signature of Authorized Signer | | | Date | |
|--------------------------------|--|--|------|--|

ORDINANCE 29-18-0

**AN ORDINANCE AMENDING VARIOUS CATEGORIES WITHIN
ORDINANCE 32-17-O AS THE FOURTH SUPPLEMENT TO THE 2018
ANNUAL APPROPRIATIONS AND DECLARING AN EMERGENCY.**

WHEREAS, the Parks Department has experienced additional expenses due to the EF2 Tornado that occurred on November 5th 2017 and now have a need to have additional funds appropriated and;

WHEREAS, the Bryson Pool had a Shelter House built this Spring and the labor of this improvement was completed by city staff; and;

WHEREAS, the pool payroll account is insufficient to meet the labor needs through the remainder of the year as a result of the Bryson Pool improvements and additional funds now need to be appropriated, and;

WHEREAS, the North Main Street Improvements have had additional expense due to the need to move the storm sewer line which created the need for additional stone back fill and now need to have additional funds appropriated and;

WHEREAS, the Mersman TIF Expense was higher than budgeted due to higher collection fees which has created the need for additional funds to be appropriated, and;

WHEREAS, the Kriegel TIF fund matured October 20, 2017 and does not have sufficient funds and whereas the Havemann TIF Fund matures September 20, 2029 and does have sufficient funds to appropriate for the Grand Lake Rd Various Purpose Bond Payment.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, State of Ohio:

SECTION ONE

THAT, City Council hereby directs the Auditor to appropriate the following from the unencumbered balance in the respective fund:

Appropriate from Unappropriated balance of the **General Fund**:

| | |
|---|-------------|
| Transfer Park / Recreation (110.410.5910) | \$25,000.00 |
|---|-------------|

Appropriate from Unappropriated balance of the **Park Fund**:

| | |
|---|-------------|
| Park Maint General Maint (224.410.5275) | \$15,000.00 |
| Pool Payroll (224.430.5113) | \$10,000.00 |

Appropriate from Unappropriated balance of the **Water Sys Oper Fund**

| | |
|---|-------------|
| Water Transfer to Syst Reserve (663.636.5910) | \$30,560.72 |
|---|-------------|

Appropriate from Unappropriated balance of the **Water System Reserve Fund**

| | |
|--|-------------|
| Water Dist Lines-Pipe Capital (664.632.5512) | \$30,560.72 |
|--|-------------|

Appropriate from Unappropriated balance of the **Stormwater Utility Fund**

Stormwater Utility Cap/Misc Infras (668.651.5540) \$26,414.36

Appropriate from Unappropriated balance of the **Mersman TIF Fund**

Mersman TIF Expense (372.530.5560) \$ 50.00

Unappropriate from Appropriated balance of the **Kriegel Fund**

Kriegel TIF Transfer (379.530.5910) (\$ 3,339.19)

Appropriate from Unappropriated balance of the **Havemann Rd Fund**

Havemann TIF Transfer (373.331.5910) \$ 3,339.19

SECTION TWO

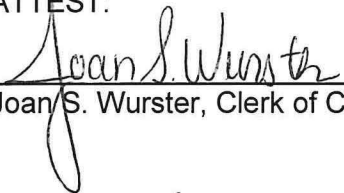
THAT, this Ordinance shall be declared an emergency measure immediately necessary for the preservation of the public peace, safety, and welfare, such emergency arising out of the necessity for immediate adjustments to the 2018 Annual Appropriations. NOW, therefore, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 22nd day of October, 2018




Jason D. King, President of Council

ATTEST:

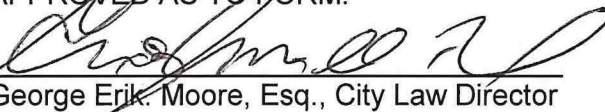


Joan S. Wurster, Clerk of Council

APPROVED October 22, 2018


Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:



George Erik Moore, Esq., City Law Director

ORDINANCE 30-18-O

AN ORDINANCE AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO ENTER INTO AN AGREEMENT FOR FIRE PROTECTION WITH JEFFERSON TOWNSHIP AND DECLARING AN EMERGENCY.

WHEREAS, the City of Celina, Ohio, has historically contracted with Jefferson Township for fire protection; and

WHEREAS, the current fire protection contract with Jefferson Township will expire on December 31, 2018; and

WHEREAS, a majority of the voters within Jefferson Township renewed their Fire Protection Levy in the November 2018 general elections for a period of five (5) years, beginning January 1, 2019; and

WHEREAS, it is of mutual benefit to the City of Celina, Ohio and Jefferson Township that a new contract be entered into for uninterrupted fire protection.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, State of Ohio.

SECTION ONE

THAT, the Safety-Service Director is hereby authorized to enter into an Agreement for fire protection with Jefferson Township, Mercer County, Ohio, in a form substantially similar to the document which is attached hereto as Exhibit "A" and incorporated herein by reference.

SECTION TWO

THAT, such Agreement will become effective January 1, 2019 and continue for a five-year period ending December 31, 2023.

SECTION THREE

THAT, Council declares this is to be an emergency measure immediately necessary for the preservation of the public health, safety, and welfare, and out of the necessity to replace the expiring contract for fire protection beginning January 1, 2019. NOW, therefore, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 20th day of November, 2018

Jason D. King, President of Council

ATTEST:

Joan S. Wurster, Clerk of Council

APPROVED Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:

George Erik Moore, Esq. City Law Director

AGREEMENT

This Agreement made and concluded at Celina, Ohio, this 27th day of November, 2018 by and between the Board of Trustees of Jefferson Township, Mercer County, Ohio, hereinafter designated the "Trustees", and the City of Celina, Ohio, hereinafter called the "City", Witnesseth:

It is mutually agreed by and between the parties hereto that this Contract for fire protection shall be in force and effect for a period of five (5) years, beginning on the 1st day of January 2019 and ending on the 31st day of December 2023. This agreement may be amended based on mutual agreement of both parties prior to the ending date. It is mutually understood and agreed, however, that either party hereto may cancel and terminate this Agreement before the expiration thereof by giving a ninety (90) day written notice to the opposite party of its intention to do so.

The Trustees, in order to secure the services of said fire department and to promote guard and protect the public welfare and safety, and in consideration of the covenants and agreements of said City, hereby promise and agree to pay to said City for such fire protection service the total sum of the tax millage from the fire levy collected for the area of the Township described above as was approved at the general election in November of 2018, during the term of this Agreement semiannually, as each settlement is received from the Mercer County Auditor.

The parties further agree that the City reserves the right to refuse to give fire department service in the event such service would jeopardize the property in the City of Celina, Ohio, and is mutually understood and agreed by and between the parties hereto, that in no event shall the City of Celina or its employees be liable for damages to any individual, firm or corporation of the Township on account of any act of commission or omission on the part of any employee or employees of the City and the Township shall indemnify and hold the City harmless from the same.

The parties further agree that the Celina Fire Chief or his designated representative shall serve as Fire Prevention Officer for said Sections of Township during the term of this Contract.

In WITNESS WHEREOF, the Board of Trustees of Jefferson Township, Mercer County, Ohio, and the City of Celina, Ohio, by its Safety-Service Director, duly authorized by action of the Council to execute this Agreement for and on behalf of the City have hereunto affixed their names to duplicate copies hereof on the day and year first above written.

Signed in the presence of:

BOARD OF TRUSTEES OF JEFFERSON
TOWNSHIP, MERCER COUNTY, OHIO

Keith Houts, Trustee

Kent Marbaugh, Trustee

Nick Laux, Trustee

Signed in the presence of:
Kai Fay

CITY OF CELINA, OHIO
Thomas J. Hitchcock

Thomas J. Hitchcock, Safety-Service Director

Approved as to Form:
George Erik Moore

George Erik Moore, Esq., Law Director 11/28/2018

JEFFERSON TOWNSHIP FIRE CONTRACT

| YEAR | PROSED INCREASE | CONTRACT FEE | COST INCREASE |
|-------------|------------------------------|--------------|-----------------|
| 2018 | Current \$112,221 | | |
| 2019 | \$117,832 | 5% | \$5,611 |
| 2020 | \$123,723 | 5% | \$11,502 |
| 2021 | \$129,909 | 5% | \$17,688 |
| 2022 | \$136,404 | 5% | \$24,183 |
| 2023 | \$143,224 | 5% | \$31,003 |

\$ 130,218 per year after collection fees

ORDINANCE 31-18-O

AN ORDINANCE TO MAKE APPROPRIATIONS FOR EXPENSES AND OTHER EXPENDITURES OF THE CITY OF CELINA, STATE OF OHIO, DURING THE CALENDAR YEAR ENDING DECEMBER 31, 2019, AND TO DECLARE AN EMERGENCY.

SECTION ONE

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, State of Ohio, that to provide for the expenses and other expenditures of the City of Celina during the calendar year ending December 31, 2019, the following sums be and they are hereby set aside and appropriated as follows,

SECTION TWO

THAT there be appropriated from the General Fund:

| | | | |
|------------------------------------|----------|--|----------|
| Mayor | | | |
| Personal Service | \$5,280 | | |
| Other Expense | \$20,300 | | |
| Capital Outlay | \$825 | | |
| Total for Mayor | | | \$26,405 |
| Council | | | |
| Personal Services | \$11,880 | | |
| Other Expense | \$9,985 | | |
| Total for Council | | | \$21,865 |
| Clerk of Council | | | |
| Personal Services | \$1,485 | | |
| Other Expense | \$330 | | |
| Total for Clerk of Council | | | \$1,815 |
| Director of Safety | | | |
| Personal Services | \$68,648 | | |
| Other Expense | \$7,260 | | |
| Capital Outlay | \$990 | | |
| Total for Director of Safety | | | \$76,898 |
| Engineering Department | | | |
| Personal Services | \$39,093 | | |
| Supplies & Material | \$6,200 | | |
| Capital Outlay | \$825 | | |
| Other-Consultant Fees | \$23,100 | | |
| Total for Engineering Department | | | \$69,218 |
| Civil Service Commission | | | |
| Personal Services | \$330 | | |
| Other Expense | \$1,050 | | |
| Total for Civil Service Commission | | | \$1,380 |
| Auditor/Director of Finance | | | |
| Personal Services | \$46,824 | | |

| | | |
|---------------------------------------|--------------------|-----------------|
| Supplies & Other Expense | \$8,580 | |
| Capital Outlay | \$1,650 | |
| Total for Auditor/Director of Finance | | \$57,054 |
| City Income Tax | | |
| Personal Services | \$89,132 | |
| Supplies & Other Expense | \$19,800 | |
| Capital Outlay | \$1,000 | |
| Other-Tax Refunds | \$95,000 | |
| Total for City Income Tax | | \$204,932 |
| Treasurer | | |
| Personal Services | \$1,485 | |
| Supplies & Other Expense | \$248 | |
| Total for Treasurer | | \$1,733 |
| Municipal Court | | |
| Personal Services | \$343,043 | |
| Supplies & Other Expense | \$47,000 | |
| Jury/Witness Fees, Legal Aid | \$2,000 | |
| Capital Outlay | \$3,000 | |
| Total for Municipal Court | | \$395,043 |
| Law Director | | |
| Personal Services | \$22,916 | |
| Supplies & Other Expense | \$5,940 | |
| Other-Claims & Consultations | \$35,970 | |
| Capital Outlay | \$1,650 | |
| Total for Law Director | | \$66,476 |
| CMU Building | | |
| Personal Services | \$0 | |
| Supplies & Other Expense | \$18,068 | |
| Capital | \$5,800 | |
| Total for Community Development | | \$23,868 |
| Com Dev Director | | |
| Com Dev Sister City Program | \$3,000 | |
| Total for Com Dev Director | | \$3,000 |
| City Hall | | |
| Personal Services | \$0 | |
| Other Heat | \$9,000 | |
| Supplies & Other Expense | \$54,500 | |
| Capital | \$10,000 | |
| Total for City Hall | | \$73,500 |
| Miscellaneous General Fund Accounts | | |
| Other Expenses | \$151,850 | |
| County/State Fees/Deductions | \$90,360 | |
| Total for Miscellaneous | | \$242,210 |
| Personnel Miscellaneous | | |
| Public Employees Retirement | \$231,576 | |
| Workers' Compensation | \$58,737 | |
| Hospital & Life Insurance | \$1,276,000 | |

| | | |
|-----------------------------------|-------------|--------------------|
| City Medicare/FICA Share | \$55,231 | |
| Total for Personnel Miscellaneous | | \$1,621,544 |
| Law Enforcement | | |
| Personal Services | \$1,305,506 | |
| Other Operating Expense | \$259,000 | |
| Capital Outlay | \$0 | |
| Total for Law Enforcement | | \$1,564,506 |
| Fire Prevention and Control | | |
| Personal Services | \$1,111,364 | |
| Other Expense | \$136,400 | |
| Fire-Water Rescue | \$0 | |
| Capital Outlay | \$0 | |
| Total for Fire Prev. & Control | | \$1,247,764 |
| Transfers | | |
| Police Pension | \$164,585 | |
| Police Grant Match | \$0 | |
| Fire Grant Match | \$0 | |
| Fire Pension | \$217,450 | |
| Fire Capital | \$0 | |
| Street Mtc./Repair | \$333,925 | |
| Park/Recreation | \$386,691 | |
| Cemetery Fund | \$11,000 | |
| Capital Projects | \$6,874 | |
| Transfer to Electric | \$155,441 | |
| Total for Transfers | | \$1,275,966 |
| Basic Services | | |
| Personal Services | \$77,755 | |
| Material and Other Expense | \$97,000 | |
| Capital | \$0 | |
| Total for Basic Services | | \$174,755 |

SECTION THREE

That there be appropriated from the General Fund for Contingencies for purposes not otherwise provided for, to be expended in accordance with the provisions of section 5705.29 R.C. the sum of \$100,000

Grand Total General Fund Appropriation **7,249,931**

SECTION FOUR

That there be appropriated from the Income Tax Additional 0.5% Fund for purposes not otherwise provided for, to be expended in accordance with the provisions of Ordinance 61-15-O the sum of

| | | |
|--|---------|-----------|
| Transfers | | |
| Reimbursement into General Fund from .5% | 627,000 | |
| Reimbursement into General Fund from .5% | 627,000 | |
| Street Improvement Capital Fund | 846,000 | |
| Total for Transfers | | 2,100,000 |

SECTION FIVE

That there be appropriated from the Street Construction, Maintenance and Repair

Fund (Auto License and Gasoline Tax):

| | | |
|---|-----------|---------|
| Cemetery Operation | | |
| Personal Services | \$14,500 | |
| Other Expense | \$20,000 | |
| | | 34,500 |
| Street Repair and Cleaning | | |
| Personal Services | \$431,110 | |
| Supplies and Expense | \$317,000 | |
| Capital Outlay | \$107,315 | |
| Total for Street Const., Maint., and Repair | | 855,425 |

SECTION SIX

THAT there be appropriated from the State Highway Improvement Fund (7-1/2% of Auto License and Gasoline Tax):

| | | |
|---------------------------|----------|--------|
| Street Cleaning & Repair | | |
| Personal Services | \$7,500 | |
| Supplies and Material | \$56,900 | |
| Capital Equipment | \$0 | |
| Total for Street Cleaning | | 64,400 |

SECTION SEVEN

THAT there be appropriated from the Permissive License Fee Fund:

| | | |
|-----------------------|----------|--------|
| Street Repair | | |
| Supplies and Material | \$76,000 | |
| | | 76,000 |

SECTION EIGHT

THAT there be appropriated from the Parks/Recreation Fund:

| | | |
|--------------------------------|-----------|---------|
| Parks/Recreation | | |
| Personal Services- Park | \$218,406 | |
| Personal Services-Pool | \$70,000 | |
| Supplies & Material-Parks | \$139,085 | |
| Supplies & Material-Pool | \$52,500 | |
| Game Officials & Coaches | \$10,000 | |
| Capital-Parks | \$4,300 | |
| Capital-Pool | \$80,000 | |
| Eastview Park Debt | \$0 | |
| Consulting | \$0 | |
| Total for Parks and Recreation | | 574,291 |

SECTION NINE

THAT there be appropriated from the Policemen's Relief and Pension Fund the sum of:

215,062

SECTION TEN

THAT there be appropriated from the Fireman's Relief and Pension Fund the sum of:

SECTION ELEVEN

THAT there be appropriated from the Indigent Driver's Alcohol Treatment Fund the sum of: 15,000

SECTION TWELVE

THAT there be appropriated from the Court Computer Fund the sum of: 95,000

SECTION THIRTEEN

THAT there be appropriated from the Indigent Offender Special Project Fees Fund: 10,000

SECTION FOURTEEN

THAT there be appropriated from the Municipal Court special Projects Fund the sum of: 179,006

SECTION FIFTEEN

THAT there be appropriated from the Capital Project/Improvement Funds:

| | |
|--|-----------------|
| Grand Lake TIF Transfers | \$111,000 |
| Market Street TIF-Transfers | \$16,550 |
| Mersman TIF Expense | \$550 |
| Havemann Road TIF-Transfers | \$70,250 |
| Staeger Road TIF - Transfers | \$221,200 |
| State Route 29 West TIF-Transfers | \$15,300 |
| Thieman Tailgate TIF-Transfers | \$10,600 |
| Kriegel (Qualitec) TIF Transfers | \$0 |
| State Route 703 TIF Expense | \$1,500 |
| OPWC Market/Logan Expense | \$200,000 |
| Drinking Water Solutions Grant Exp | \$0 |
| Street Improvement Capital Fund | \$587,750 |
| Bryson Pool Improvements Splash Park | \$0 |
| Eastview Park Ball Diamond/Field Grant | \$0 |
| Harley Jones Rotary Mem AMP Bry Pk | \$39,184 |
| Fire Capital Fund | \$208,700.00 |
| Police Capital Fund | \$499,450.00 |

Total Capital Projects **\$1,982,034**

SECTION SIXTEEN

THAT there be appropriated from the Debt Service Funds:

| | |
|--------------------------------|-----------|
| OWDA Ind Pk Water Tower | 117,956 |
| West Bank Walkway Note | \$309,500 |
| Ent/Liv Waterline Bond | \$16,050 |
| Grand Lake Rd Bond | \$69,050 |
| State Route 29 West Bond | \$15,000 |
| Wayne Street Bond | \$10,600 |
| Johnson Avenue Bond | \$17,135 |
| Main Street (Water/Storm) Bond | \$44,500 |
| Buckeye Street Bond | \$37,312 |
| Buckeye Street OPWC Loan | \$6,874 |

| | | |
|---------------------------------------|-------------|-----------|
| Lakeshore Park Property Note | \$1,540,400 | |
| Municipal Court Bldg Improvement Bond | \$169,006 | |
| Total Debt Service Funds | | 2,353,383 |

SECTION SEVENTEEN

THAT there be appropriated from the Electric Revenue Fund:

| | | | |
|--------------------------------------|--------------|--------------|------------|
| Electric Plant | | | |
| Purchase Power | \$20,056,292 | | |
| Supplies and Expense | \$12,500 | | |
| Total for Electric Plant | | \$20,068,792 | |
| Electric Distribution | | | |
| Personnel | \$910,254 | | |
| Supplies and Expense | \$672,500 | | |
| Capital Outlay | \$1,062,000 | | |
| Total for Elec. Distribution | | \$2,644,754 | |
| Electric Customer Accounts | | | |
| Personnel | \$227,591 | | |
| Supplies and Expense | \$81,350 | | |
| Kilowatt Hour Payments | \$1,050,000 | | |
| Capital Outlay | \$14,600 | | |
| Total for Electric Customer Accounts | | \$1,373,541 | |
| Electric Admin. & General | | | |
| Personnel | \$285,005 | | |
| Supplies and Expense | \$188,813 | | |
| CMU Bldg Other Expense | \$5,919 | | |
| Capital Outlay | \$7,660 | | |
| Debt Service | \$0 | | |
| Total for Electric Admin. & General | | \$487,397 | |
| Total for Electric Revenue Fund | | | 24,574,484 |

SECTION EIGHTEEN

THAT there be appropriated from the Water Revenue Fund:

| | | | |
|------------------------------|-------------|-------------|--|
| Water Plant | | | |
| Personnel | \$811,301 | | |
| Supplies & Expense | \$1,519,350 | | |
| Capital Outlay | \$0 | | |
| Total for Water Plant | | \$2,330,651 | |
| Water Distribution | | | |
| Personnel | \$297,208 | | |
| Supplies and Expense | \$190,400 | | |
| Capital Outlay | \$457,500 | | |
| Total for Water Distribution | | \$945,108 | |
| Water Customer Accounts | | | |
| Personnel | \$113,796 | | |
| Supplies and Expense | \$40,675 | | |
| Capital Outlay | \$7,300 | | |

Total for Water Customer Accounts **\$161,771**

Water Admin. & General

| | | |
|---------------------------------------|------------------|------------------|
| Personnel | \$155,864 | |
| Supplies and Expense | \$103,255 | |
| CMU Bldg Other Expense | \$3,115 | |
| Capital Outlay | \$4,151 | |
| County Agreements | \$180,000 | |
| Debt Service | \$48,063 | |
| Transfer to System Reserve & Electric | \$501,725 | |
| Total for Water Admin. & General | | \$996,173 |

Total for Water Revenue Fund **4,433,702**

SECTION NINETEEN

THAT there be appropriated from the Wastewater Revenue Fund:

Wastewater Plant

| | | |
|----------------------------|------------------|--------------------|
| Personnel | \$497,834 | |
| Supplies and Expense | \$578,460 | |
| Capital Outlay | \$85,000 | |
| Total for Wastewater Plant | | \$1,161,294 |

Wastewater Collection

| | | |
|----------------------------------|-----------------|------------------|
| Personnel | \$53,461 | |
| Supplies and Expense | \$44,650 | |
| Capital Outlay | \$49,850 | |
| R & I Capital Outlay | \$0 | |
| Total for Wastewater Collections | | \$147,961 |

Wastewater Customer Accounts

| | | |
|--|------------------|------------------|
| Personnel | \$113,796 | |
| Supplies & Expense | \$40,675 | |
| Capital Outlay | \$7,300 | |
| Total for Customer Accounts - Wastewater | | \$161,771 |

Wastewater Admin. & General

| | | |
|---|------------------|------------------|
| Personnel | \$155,863 | |
| Supplies and Expense | \$103,255 | |
| County Agreements | \$76,000 | |
| CMU Bldg Other Expense | \$3,115 | |
| Capital Outlay | \$4,149 | |
| Debt Service | \$170,245 | |
| Transfer to System, R/I Acct & Electric | \$179,073 | |
| Total for Admin. & General - Wastewater | | \$691,700 |

Wastewater System Bond Funds \$0

Total for Wastewater Revenue Fund **2,162,725**

SECTION TWENTY

THAT there be appropriated from the Stormwater Utility Fund:

Personnel \$0

| | | |
|-----------------------------------|----------|-----------|
| Supplies and Expense | \$51,500 | |
| Capital Outlay | \$64,850 | |
| Debt Service Payments | \$99,403 | |
| Total for Stormwater Utility Fund | | \$215,753 |
| | | |
| Total for Stormwater Utility Fund | | 215,753 |

SECTION TWENTY-ONE.

THAT there be appropriated from the GAC Debt Retirement Fund:

| | | |
|------------------------------------|-----------|---------|
| Debt Service Payments | \$425,305 | |
| Total for GAC Debt Retirement Fund | | 425,305 |

SECTION TWENTY-TWO

THAT there be appropriated from the Utility Depository Fund the Sum of: 120,000

SECTION TWENTY-THREE

THAT there be appropriated from the Self-Insurance Fund the sum of: 5,000

SECTION TWENTY-FOUR

THAT there be appropriated from the Unclaimed Money Fund the sum of: 6,000

SECTION TWENTY-FIVE

THAT there be appropriated from the S-2011 Wastewater Bond Fund the sum of: 170,245

Total All Appropriations **48,185,175**

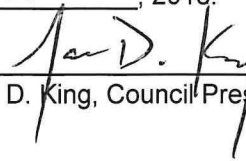
SECTION TWENTY-SIX

THAT the City Auditor is hereby authorized to draw her warrants on the City Treasury for payments from any of the foregoing appropriations upon receiving the proper certification and vouchers therefore approved by the Board of Officers authorized by law to approve the same or an Ordinance or Resolution of Council to make the expenditures; provided that the warrants shall be drawn or paid for salaries or wages, except the persons employed by authority of, and in accordance with, law, or ordinances. Provided further, that the appropriation for contingencies can only be expended upon approval of a two-thirds vote of Council for items of expense constituting a legal obligation against the city, and for the purpose other than those covered by the other specific appropriations herein made.

SECTION TWENTY-SEVEN

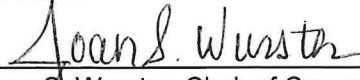
THAT Council declares this to be an emergency measure immediately necessary for the preservation of the public peace, health, safety, and welfare, such emergency arising out of the necessity to meet 2019 obligations when due. Now, therefore, this Ordinance shall take effect and be in force immediately upon its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 17th day of December, 2018.



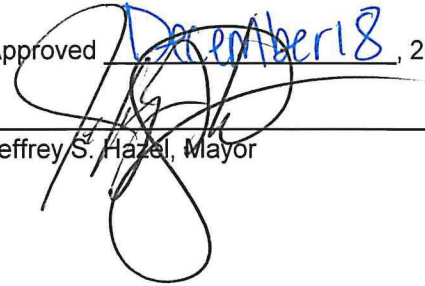
Jason D. King, Council President

ATTEST:



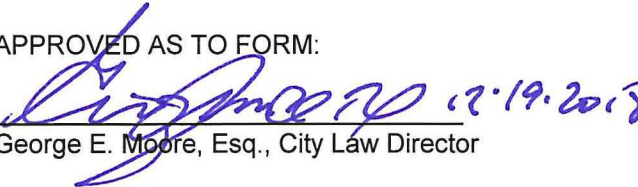
Joan S. Wurster, Clerk of Council

Approved December 18, 2018



Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:



George E. Moore, Esq., City Law Director

ORDINANCE 32-18-0

**AN ORDINANCE AMENDING VARIOUS CATEGORIES WITHIN
ORDINANCE 32-17-O AS THE FIFTH SUPPLEMENT TO THE 2018
ANNUAL APPROPRIATIONS AND DECLARING AN EMERGENCY.**

WHEREAS, the City was the recipient of a generous donation for a Splash Pad from Kathy Sharkey in honor of Daniel Sharkey in the Bryson Park District accepted by Ordinance 5-18-O, passed February 26, 2018; and

WHEREAS, the City has completed the concrete for the said Splash Pad in the Bryson Park District and additional funds now need to be appropriated; and

WHEREAS, the City Tax Refunds have had to refund more money than projected for the year and additional funds need to be appropriated.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, State of Ohio:

SECTION ONE

THAT, City Council hereby directs the Auditor to appropriate the following from the unencumbered balance in the respective fund:

Appropriate from Unappropriated balance of the **General Fund**:

Transfer Park / Recreation (110.410.5910) \$ 7,600.00

Appropriate from Unappropriated balance of the **Park Fund**:

Park Capital – New (224.410.5520) \$ 7,600.00


Appropriate from Unappropriated balance of the **General Fund**:

City Tax Refunds (110.133.5960) \$25,000.00

SECTION TWO

THAT, this Ordinance shall be declared an emergency measure immediately necessary for the preservation of the public peace, safety, and welfare, such emergency arising out of the necessity for immediate adjustments to the 2018 Annual Appropriations. NOW, therefore, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 26th day of November, 2018



Jason D. King, President of Council

ATTEST:



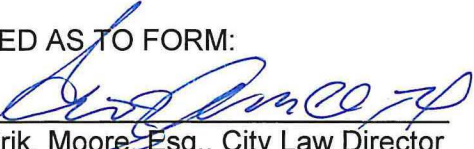
Joan S. Wurster, Clerk of Council

APPROVED November 26, 2018



Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:



George Erik. Moore, Esq., City Law Director
11/28/2018

ORDINANCE 33-18-O

AN ORDINANCE AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO ADVERTISE FOR BIDS AND TO ENTER INTO CONTRACTS FOR ENGINEERING SERVICES, CITY PROJECTS, AND CAPITAL EQUIPMENT FOR FISCAL YEAR 2019.

WHEREAS, certain projects and equipment are necessary for the efficient operation of various departments and for the public health, safety and welfare of the City of Celina, Ohio; and

WHEREAS, it is necessary that engineering services and/or advertising, bidding and awarding of these contracts be carried out in compliance per the requirements of the Ohio Revised Code.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, State of Ohio:

SECTION ONE

THAT, the Safety-Service Director be and is hereby authorized to advertise for, and or receive bids, and enter into a contract, and or that the Board of Control award such public bids for the following engineering services, equipment and projects:

Engineering Services

Engineering Consulting
Electric Consulting

Equipment

Auditor- Computer/Office
Municipal Courts- Computer/Office
City Hall- Miscellaneous Repairs
Administration- Miscellaneous Repairs
Law Director- Computer/Office
Police Department- Body Cameras (18)
Police Department- Tasers (5)
Police Department- Lightbars
Police Department- Fire Suppression for Network Room
Police Department- Police Range Fence
Police Department- 100'x80' Impound
Fire Department- SCBA w/facepiece (24) and bottles (48)
Fire Department- Marcs Paging
Public Works Department – 2018 Cat Loader (payment #2)
Public Works Department- Replace 2005 Street Sweeper
Public Works Department- ¾ Ton Pickup Replace 1998
Public Works Department- Miscellaneous Building Repairs
Parks- UTV with Broom Attachment
Parks- Pool Floor Cleaning and Painting
Parks- Metal Roof Replacement at Pool
Customer Accounts- ½ Ton 4x4 Pickup, Replace 2007
Electric Department – Communication Equipment for Subs
Electric Department- Street lights for E. Livingston Street & N. Main Street
Electric Department- Pole Replacement
Electric Department- Transformers & Regulators
Electric Department- Replace Sub Relays on 69kv
Electric Department- Digger Derrick
Electric Department- Boring Machine Replace 1995 (1/2)

Electric Department- Miscellaneous Building Repairs (1/3)
Water- WWTP Meter Match (1/2)
Water- Water Dist. Backhoe
Water- Boring Machine Replace 1995 (1/2)
Water- 1 Ton Van
Water- Fire Hydrants
Water- Miscellaneous Building Repairs (1/3)
Wastewater- Miscellaneous Equipment (pumps, blowers, etc.)
Wastewater- Water Meter Split (1/2)
Wastewater- Meter, Valve, Pipe Replacement
Wastewater- Miscellaneous Building Repairs
Wastewater- 2018 Combination Sewer Truck (Vac-Con) (1/2)
Stormwater- Storm Pipe, Manholes, Castings
Stormwater- Catch Basins
Stormwater- 2018 Combination Sewer Truck (Vac-Con) (1/2)

Projects

Farmland Lease
Waterline Replacements
Resurfacing Projects
Reconstruction Projects

SECTION TWO

THAT, the Safety-Service Director, at his discretion, use the approved Equipment Listing from the State of Ohio's bidding process, in lieu of formal bidding for qualifying equipment purchases.

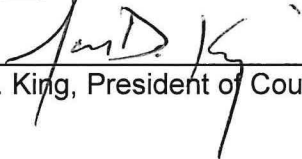
SECTION THREE

THAT, the Auditor be and is hereby authorized to draw warrants for payment of the above projects and capital equipment, the funding of said items as appropriated and passed within Ordinance 31-18-O.

SECTION FOUR

NOW, therefore, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 17th day of December, 2018



Jason D. King, President of Council

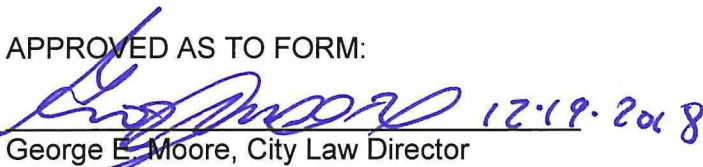
ATTEST:



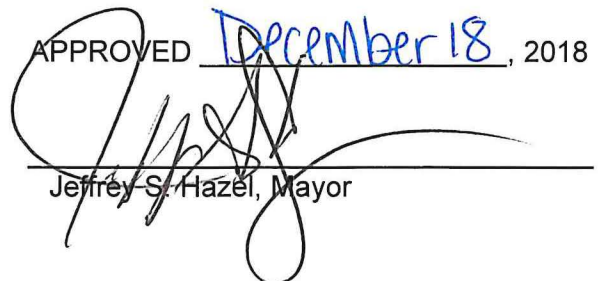
Joan S. Wurster, Clerk of Council

APPROVED December 18, 2018

APPROVED AS TO FORM:



George E. Moore, City Law Director



Jeffrey S. Hazel, Mayor

ORDINANCE 34-18-O

AN ORDINANCE AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO ADVERTISE FOR BIDS AND TO ENTER INTO CONTRACTS FOR CERTAIN MATERIALS, SERVICES, SUPPLIES AND EQUIPMENT NEEDED DURING 2019, AND AUTHORIZING THE LAW DIRECTOR TO ENTER INTO CONTRACTS WITH "CONSULTANTS" AS NEEDED FROM TIME TO TIME.

WHEREAS, certain materials, services, supplies and equipment are necessary for efficient operation of various departments of the City of Celina, Ohio, and are obtained by contract; and

WHEREAS, it is necessary that advertising, bidding and awarding of these contracts be carried out in compliance per the requirements of the Ohio Revised Code; and

WHEREAS, the Law Director requires the service of various "consultants" from time-to-time to assist in the performance of duties for the Law Director Department, which have particular experience, unique skill sets, and which are desirable and necessary to the City Law Director.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, State of Ohio:

SECTION ONE

THAT, the Safety-Service Director be and is hereby authorized to advertise for, and or receive bids, and enter into a contract, and or that the Board of Control award public bids for personnel consulting services, cleaning services, wastewater and water treatment (coagulant, lime, oxygen, granular activated charcoal, sodium hypochlorite, sodium aluminates, calcium nitrate, polymer and other necessary chemicals), water line material, bituminous material, salt, concrete, stone, transformers, wire, poles, and contract labor and equipment for street marking, crack sealing, tree trimming, grinding, and maintenance and upgrading of the electric distribution system.

SECTION TWO

THAT, the Auditor be and is hereby authorized and directed to draw warrants for payment of the above materials, services, supplies and equipment and the funding of said items has been appropriated through Ordinance 31-18-O.

SECTION THREE

THAT, the Law Director be and is hereby authorized to enter into contracts with various consultants, from time-to-time, as determined by the Law Director, for the purpose of utilizing the experience, unique skill sets, and the like possessed by these consultants, under terms as agreed upon between any such consultant(s) and the Law Director as permitted under law.

SECTION FOUR

THAT, the Law Director be and is hereby authorized and directed to draw warrants for payment under the consultant agreements contemplated under this Ordinance and the funding for said consultant agreements has been appropriated through Ordinance 31-18-O.

SECTION FIVE

NOW, therefore, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 17th day of December, 2018

Jason D. King
Jason D. King, President of Council

ATTEST:

Joan S. Wurster
Joan S. Wurster, Clerk of Council

APPROVED December 18, 2018

Jeffrey S. Hazel
Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:

George Erik Moore 12-19-2018
George Erik Moore, Esq., City Law Director

ORDINANCE 35-18-O

**AN ORDINANCE REPEALING AND REPLACING SECTION 1501.01
OF THE CELINA CODIFIED ORDINANCES.**

WHEREAS, the City of Celina finds it necessary to address concerns related to the Fire Prevention Code adoption by the City of Celina; and

WHEREAS, in order to address these concerns it is necessary to amend the language of the existing Section 1501.01 of the Celina Codified Ordinances.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, and State of Ohio.

SECTION ONE

THAT, the current Section 1501.01 of the City of Celina's Codified Ordinances is hereby repealed in its entirety and replaced by Section 1501.01, attached hereto and labeled as "Exhibit A", which is fully incorporated herein by reference.

SECTION TWO

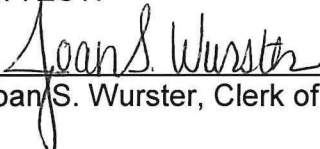
Now, therefore, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 14th day of January, 2019.




Jason D. King, President of Council

ATTEST:



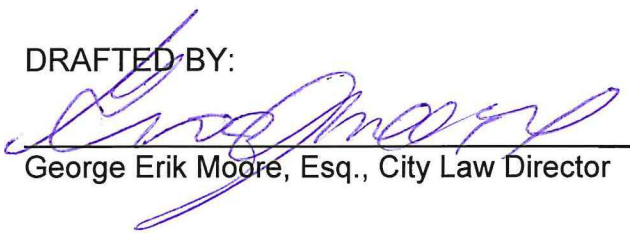
Joan S. Wurster, Clerk of Council

APPROVED January 14, 2019.



Jeffrey S. Hazel, Mayor

DRAFTED BY:



George Erik Moore, Esq., City Law Director

1501.01 ADOPTION

There is hereby adopted by Municipality, the ~~2011~~ Ohio Fire Code (OFC) as adopted and amended from time to time (including all appendices thereto) by Ohio Division of State Fire Marshal, Department of Commerce, ~~effective November 1, 2011,~~ and as published in Division 1301:7 of the Ohio Administrative Code (OAC).

ORDINANCE 36-18-O

AN ORDINANCE AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO ENTER INTO A CONTRACTUAL AGREEMENT WITH HAROLD MINCH FOR THE PURPOSE OF CARETAKER DUTIES AT NORTH GROVE CEMETERY, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Celina desires to enter into an agreement with Harold Minch to allow him to provide caretaker duties at North Grove Cemetery in Celina, Ohio; and

WHEREAS, it is necessary for the City of Celina to execute a "North Grove Cemetery Agreement" to do so.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer and State of Ohio.

SECTION ONE

THAT, the Safety-Service Director is hereby authorized to execute a North Grove Cemetery Caretaker Agreement with Harold Minch in a form substantially-similar to that which is attached hereto and labeled as Exhibit 1, which is fully-incorporated herein by reference, and is further authorized to sign documents and perform tasks to effectuate the purpose of said North Grove Cemetery Caretaker Agreement.

SECTION TWO

THAT, this Ordinance shall be declared an emergency measure immediately necessary for the preservation of the public peace, safety, and welfare, such emergency arising out of the necessity for promptly providing caretaker duties at North Grove Cemetery. Now, therefore, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 17th day of December, 2018

Jason D. King, President of Council

ATTEST: Joan S. Wurster, Clerk of Council

APPROVED December 18, 2018 Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM: George Erik Moore, Esq., City Law Director

NORTH GROVE CEMETERY CARETAKER AGREEMENT

WHEREAS, upon this ____ day of _____, 20____, Harold Minch, a caretaker for North Grove Cemetery, does hereby agree to provide duties to the City of Celina, Ohio as a "Caretaker" for the North Grove Cemetery as per the official "Description of Duties" attached hereto as "Exhibit 'A'" which is fully-incorporated herein by reference ("Caretaker Duties"), as modified by the Safety Service Director from time to time, in addition to providing such other services as the Safety Service Director deems to be necessary and desirable; and

WHEREAS, the City of Celina desires for Harold Minch to perform said Caretaker Duties for the North Grove Cemetery.

WHEREFORE, for good and valuable consideration including the mutual promises contained herein, Harold Minch does agree to perform these Caretaker Duties for the City of Celina, with a monthly pay of \$400.00.

As full compensation for these Caretaker Duties the City of Celina agree to pay Harold Minch Four Hundred and xx/100 Dollars (\$400.00) per month, which the City of Celina agrees to pay Harold Minch on a monthly basis. All such invoices should be submitted by the 5th of each month to the Administrative Assistant. The City Auditor's department, and shall be paid by the City Auditor's department within ten (10) calendar days thereafter.

This agreement shall be considered to be an "at-will" agreement, and may be terminated immediately at any time by either party upon written notice to the other party. In the event of any such termination by either party, Harold Minch will only receive payment for the duties that were performed by Harold Minch prior to such termination

Nothing in this agreement shall be construed to create an employment relationship between Harold Minch and the City of Celina. As an independent contractor, Harold Minch shall be solely responsible for the withholding and payment of all taxes associated with this agreement. Further, the City of Celina is not providing any type of health insurance coverage to Harold Minch and/or his family under this agreement.

Initials: _____
City of Celina

Harold Minch

CITY OF CELINA, OHIO
225 N. Main Street
Celina, Ohio 45822

HAROLD MINCH
614 West Bridge Street
Rockford, Ohio 45882

Thomas Hitchcock
Safety Service Director

Harold Minch
Caretaker

Date

Date

DESCRIPTION OF DUTIES

Upon the signing of the North Grove Cemetery Caretaker Agreement by the CARETAKER (Harold Minch) and the SAFETY SERVICE DIRECTOR as the authorized appointing authority of the City of Celina, the CARETAKER shall proceed to perform the following duties:

1. Duties of the CARETAKER include, but are not limited to, the following, and may be modified/amended from time to time:
 - a. Take phone calls to answer questions for the North Grove Cemetery
 - b. Meet with families/persons to sell cemetery grave spaces
 - c. Coordinate funerals with Funeral Homes
 - d. Locate and mark off graves for digging
 - e. Locate and mark off monuments for footers
 - f. Help with all cremation burials
 - g. Lead in processions to burial sites day of funeral
 - h. Collect burial permit and collect fees
 - i. Turn in all collected fees to the Administration Office with detailed description of what each check is for "monthly" (including lot, ward, and space that was sold)
 - j. Turn in all burial permits to Administration Office yearly which will be done on or before January 5th each year (this will including lot, ward and space of each burial)
 - k. On call seven (7) days a week
 - l. Perform all other duties as assigned, as modified from time to time, by the Safety-Service Director.

ORDINANCE 37-18-O

AN ORDINANCE AUTHORIZING THE CITY OF CELINA TO ACCEPT A GRANT FROM THE OHIO DEPARTMENT OF COMMERCE DIVISION OF STATE FIRE MARSHAL'S 2018 MULTI AGENCY RADIO COMMUNICATIONS SYSTEM (MARCS) GRANT PROGRAM FOR MONTHLY SERVICE FEES BY THE CELINA FIRE DEPARTMENT, APPROPRIATING FUNDS, AND DECLARING AN EMERGENCY.

WHEREAS, the Celina Fire Department has applied for the 2018 MARCS Grant Program from the State Fire Marshal's office for monthly service fees in the department totaling Three Thousand Four Hundred and Eighty Dollars (\$3,480.00); and

WHEREAS, the Ohio Department of Commerce has notified the Celina Fire Department that it has been awarded a 2018 MARCS Grant in the amount of Three Thousand Four Hundred and Eighty Dollars (\$3,480.00).

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Celina, County of Mercer, State of Ohio.

SECTION ONE

THAT, the Celina City Council hereby accepts the 2018 MARCS Grant from the State Fire Marshal's office in the amount of Three Thousand Four Hundred and Eighty Dollars (\$3,480.00) and directs the Auditor to establish a special revenue fund called the "MARCS Fire Marshal Grant" for the purpose of depositing and accounting for the expenditure and receipt of these funds.

SECTION TWO

THAT, the Council hereby appropriates Three Thousand Four Hundred and Eighty Dollars (\$3,480.00) from the unappropriated balance of the MARCS Fire Marshal Grant Fund for the monthly service fees for the Fire Department, which are now due.

SECTION THREE

THAT this Ordinance shall be declared an emergency measure immediately necessary for the preservation of the public peace, safety, and welfare such emergency arising out of the necessity to accept the grant and deposit the grant money in a timely manner and to pay the monthly service fees which are now due. NOW, THEREFORE, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 17th day of December, 2018.

ATTEST:

Joan S. Wurster
Joan S. Wurster, Clerk of Council

Jason D. King
Jason D. King, President of Council

APPROVED December 18, 2018
Jeffrey S. Hazel
Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:

George Erik Moore 12-19-2018
George Erik Moore, Esq., City Law Director

ORDINANCE 38-18-O

**AN ORDINANCE AMENDING VARIOUS CATEGORIES WITHIN
ORDINANCE 32-17-O AS THE SIXTH SUPPLEMENT TO THE 2018
ANNUAL APPROPRIATIONS AND DECLARING AN EMERGENCY.**

WHEREAS, budgeted appropriations in various categories of the City Budget are insufficient to cover obligations and anticipated expenditures, and changes to the appropriations must be approved by Council to rebalance the accounts; and

WHEREAS, electric usage and cost are higher than anticipated and additional funds are needed for the Elec Plan Power Purchase; and

WHEREAS, certain payroll is higher than anticipated and additional funds are needed to balance these accounts; and

WHEREAS, the reconstruction of East Livingston Street project will begin in the near future and additional funds now need to be appropriated.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, State of Ohio:

SECTION ONE

THAT, City Council hereby directs the Auditor to appropriate the following from the unencumbered balance in the respective fund:

Appropriate from Unappropriated balance of the **General Fund**:

| | |
|--|-------------|
| Safety Director Payroll (110.121.5111) | \$ 2,760.00 |
| Administrative Assist Payroll (110.121.5112) | \$ 600.00 |
| Auditor Clerk Payroll (110.131.5111) | \$ 600.00 |
| Court Clerk Payroll (110.152.5111) | \$ 1,400.00 |
| Cty Aud Election Expense (110.192.5241) | \$ 1,600.00 |
| Radio Operators Payroll (110.212.5111) | \$22,000.00 |
| Ambulance Payroll (110.222.5111) | \$32,000.00 |
| Transfer Park / Recreation (110.410.5910) | \$ 1,600.00 |

Appropriate from Unappropriated balance of the **Park Fund**:

| | |
|--------------------------------------|-------------|
| Other Games Officials (224.422.5250) | \$ 1,600.00 |
|--------------------------------------|-------------|

Appropriate from Unappropriated balance of the **Electric Fund**:

| | |
|--|--------------|
| Elec Plant Power Purchase (661.621.5210) | \$750,000.00 |
| Elect Dist Personnel (661.622.5100) | \$ 9,000.00 |
| Elec Adm/Gen Personnel (661.624.5100) | \$ 3,840.00 |

Appropriate from Unappropriated balance of the **Water Fund**:

| | |
|---|-------------|
| Water Adm/Gen Personnel (663.634.5100) | \$ 2,100.00 |
| Water Dist-County Agreements (663.632.5980) | \$ 9,900.00 |

Appropriate from Unappropriated balance of the **Waste Water Fund**:

| | |
|---|-------------|
| WW Sys Adm/Gen Personnel (666.644.5100) | \$ 2,100.00 |
|---|-------------|

WW Sys Coll-County Agreements (666.642.5980)

\$ 6,100.00

Appropriate from Unappropriated balance of the **Street Improvement Fund:**

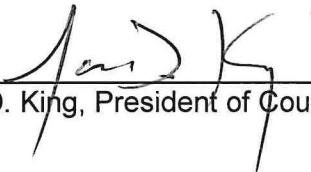
Street Improvement Capital Project (321.221.5550)

\$651,000.00

SECTION TWO

THAT, this Ordinance shall be declared an emergency measure immediately necessary for the preservation of the public peace, safety, and welfare, such emergency arising out of the necessity for immediate adjustments to the 2018 Annual Appropriations. NOW, therefore, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 17th day of December, 2018




Jason D. King, President of Council

ATTEST:



Joan S. Wurster, Clerk of Council

APPROVED December 18, 2018


Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:



George Erik Moore, Esq., City Law Director