

ORDINANCE 1-17-O

AN ORDINANCE AUTHORIZING AN "AMENDED GENERAL CONSULTING AGREEMENT" BETWEEN THE LAW DIRECTOR AND KIRA D. DALE, A "LEGAL ASSISTANT", AND DECLARING AN EFFECTIVE DATE.

WHEREAS, City Council approved of a "General Consulting Agreement" between the Law Director and Kira D. Dale, a "Legal Assistant" through Ordinance 62-15-O, which passed December 14, 2015, and became effective November 1, 2015; and

WHEREAS, the Law Director is pleased with the legal services of his "Legal Assistant"; and

WHEREAS, the aforementioned "General Consulting Agreement" authorizes a single monthly invoice to be submitted by the "Legal Assistant" in the amount of \$3,615.30 for a minimum of 180 hours per month, with anticipated average being 200 hours per month; and

WHEREAS, the Law Director's "Legal Assistant" desires to modify her General Consulting Agreement" to allow two (2) monthly invoices to be submitted, each in the amount of \$1,807.65 (for the same monthly total amount of \$3,615.30 as currently-authorized under the aforementioned "General Consulting Agreement"), with each bi-monthly period requiring a minimum of 90 hours per bi-weekly period, with an anticipated average being 100 hours per bi-weekly period; and

WHEREAS, all other provisions of the aforementioned "General Consulting Agreement" not modified by this ordinance will remain in full force and effect.

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

SECTION ONE

THAT, the Law Director is specifically authorized to enter into the "Amended General Consulting Agreement" with Kira D. Dale, a copy of which is attached hereto and labeled as "Exhibit A" which is fully-incorporated herein by reference, effective as of April 1, 2017.

SECTION TWO

THAT, all other provisions of the "General Consulting Agreement" which was authorized through Ordinance 62-15-O, which passed December 14, 2015, and became effective November 1, 2015 not modified herein shall remain in full force and effect.

SECTION THREE

THAT, 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, namely thirty days following passage of this Ordinance, which Council reasonably-anticipates being March 15, 2017.


PASSED this 13th day of February, 2017.

ATTEST:

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


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

APPROVED February 13, 2017



Jeffrey S. Hazel, Mayor

DRAFTED BY:



George Erik Moore, City Law Director

AMENDED GENERAL CONSULTING AGREEMENT

WHEREAS, Kira D. Dale, an Independent Contractor Consultant, does hereby agree to provide consultation services to the City of Celina, Ohio as a "Legal Assistant" (a.k.a. "Consultant") for the City's Law Director as per the official "Description of Consulting Duties" attached hereto as "Exhibit 'A'" which is fully-incorporated herein by reference ("Consulting Duties"), as modified by the Law Director from time to time, in addition to providing such other services as the Law Director deems to be necessary and desirable; and

WHEREAS, Kira D. Dale, who holds a Bachelors of Arts in Criminal Justice, an Associate's Degree in Social Services, as well as an Associate's Degree in Human Services, and who also through training, education and experience is uniquely qualified and desires to perform these Consulting Duties for the Law Director; and

WHEREAS, the Law Director desires for Kira D. Dale to perform said Consulting Duties for Law Director.

WHEREFORE, for good and valuable consideration including the mutual promises contained herein, Kira D. Dale does agree to perform these Consulting Duties for a minimum of ninety (90) hours per half-month as directed by the Law Director, including at any time requested by the Law Director, with an anticipated half-monthly average amount of one hundred (100) hours.

The City of Celina will provide an office and other incidental items necessary for Kira D. Dale to perform these Consulting Duties. Under this agreement Kira D. Dale is also permitted to perform various Consulting Duties remotely as necessary from time-to-time as directed by the Law Director.


As bi-monthly compensation for these Consulting Services, the City of Celina agrees to pay Kira D. Dale on a lump sum bi-monthly basis at the rate of One Thousand Eight Hundred Seven and 65/100 Dollars (\$1,807.65) per half-month, effective April 1, 2017, with such bi-monthly periods commencing April 1, 2017 and running from the first (1st) to the fourteenth (14th) day of the month, and then from the fifteenth (15th) through the end of the calendar month. Such compensation schedule shall continue thereafter as set forth above (on the first (1st) and fifteenth (15th) days of each and every month thereafter) unless modified by City Council. All such invoices under this Agreement shall be submitted no earlier than the fifteenth (15th) day of each

month for the first half (1/2) of said month, and thereafter by no earlier than the first (1st) day of the month following the second (2nd) half of said month to the Auditor, and shall be paid by the Auditor within ten (10) business days thereafter.

The remaining provisions of the General Consulting Agreement between the parties hereto which are not modified herein shall remain in full force and effect.

CITY OF CELINA, OHIO
225 N. Main Street
Celina, Ohio 45822

KIRA D. DALE
4281 N. Star Ft. Loramie Rd.
New Weston, Ohio 45348


George E. Moore,
Law Director


Kira D. Dale,
Consultant

3/16/2017
Date

3/16/17
Date

DESCRIPTION OF CONSULTING DUTIES

Upon the signing of the General Consulting Agreement by the CONSULTANT (Kira D. Dale) and the LAW DIRECTOR as the authorized appointing authority of the City of Celina's Legal Department, the CONSULTANT shall proceed to perform the following services:

1. Functions of the CONSULTANT include, but are not limited to, the following, and may be modified/amended from time to time:
 - a. Prepare complex and basic documents and/or litigation materials, including but not limited to briefs, pleadings, appeals, affidavits, ordinances, contracts and reports, as well as author and sign correspondence provided the CONSULTANT status is clearly indicated and the correspondence does not contain independent legal opinions or legal advice. Further, CONSULTANT shall assist Law Director Attorney with preparation of other legal documents including for jury trials, deeds, contracts, affidavits, statements, releases, court documents and other documents as assigned.
 - b. Screen and direct calls and visitors as appropriate; answer questions and provide information to the public; refer citizen complaints and questions to appropriate department staff member or other department for resolution; assist members of the public with questions relating to city ordinances and municipal court cases and procedures.
 - c. Provide clerical support to Law Director Attorney. Create and maintain Law Director files. Maintain and update books and materials in the Law Director office. Maintain calendar of city council meetings, court hearings and related matters. Schedule daily operations or meeting as assigned.
 - d. Perform office functions including making photocopies, fax transmission, emailing or otherwise; mailing correspondence and other documents; and gathering, dating and distributing mail.
 - e. Maintain general contact with the public, so long as the citizen is aware of the status and function of the

CONSULTANT, and the CONSULTANT works under the supervision of the City Law Director attorney.

- f. Travel between various facilities and to outside businesses and offices to deliver and/or pick up documents, mail, materials, supplies, and other items, and to otherwise perform job-related duties.
- g. Maintain general contact with the public as a "Victim's Advocate" for the Law Director Attorney.
- h. Serve as a Notary Public or witness on various documents related to City business as necessary.
- i. Prepare and maintain reimbursement and expense vouchers; verify invoices before submitting to City Auditor for payment and other related accounting duties.
- j. Attend any such meeting(s) of the City of Celina as requested by the OWNER and/or the Law Director Attorney. The Consultant will also be available to attend such special meetings as the OWNER may request, to provide assistance to the Celina City Law Director.
- k. Perform other duties as assigned by the City Law Director.

ORDINANCE 2-17-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, COMMONLY KNOWN AS "MERCELINA 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 to, along with other funds, retire a note with the principal amount of \$2,645,000 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 \$2,645,000 and that the Bryson Trust intends to provide funds towards the retirement of the principal of the existing note in the amount of \$1,150,000, 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, commonly 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, 2018, 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, 2018.

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, along with other funds, retire a note of the City with the principal amount of \$2,645,000 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 2.08% 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 designated "qualified tax-exempt obligations" for the purposes set forth in Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. The council does not anticipate issuing more than \$10,000,000 of "qualified tax-exempt obligations" during calendar year 2017.

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 23rd day of January, 2017



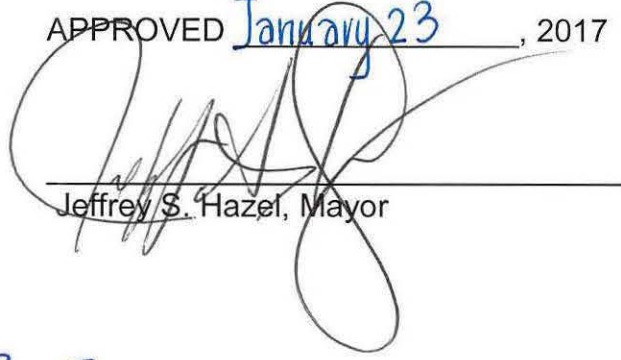
Jason D. King, President of Council

ATTEST:



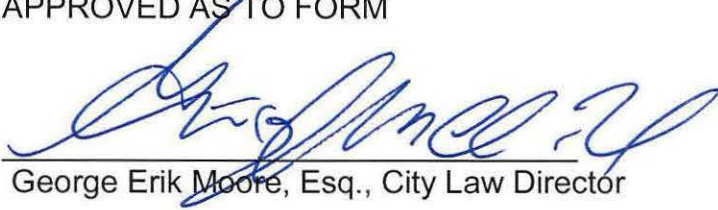
Joan S. Wurster, Clerk of Council

APPROVED January 23, 2017

A large, stylized handwritten signature in blue ink, written over a horizontal line. The signature is highly cursive and loops around the line.

Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM

A handwritten signature in blue ink, written over a horizontal line. The signature is cursive and appears to read 'George Erik Moore'.

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 January 23, 2017 with the following members present:

CM Buxton, Fleck, Larmore, LeJeune,
Scott, Sovinski

Absent: CM Clausen

There was presented and read to Council, Ordinance 2-17-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, COMMONLY KNOWN AS "MERCCELINA MOBILE COURT", AND 400 SOUTH ASH STREET, TOGETHER WITH ALL NECESSARY APPURTENANCES, AND DECLARING AN EMERGENCY.

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

Ayes: 6

Nays: 0

CM Scott then moved that Ordinance No. 2-17-0 be passed as read. CM Larmore seconded the motion, and the vote thereon resulted as follows (at least two-thirds of the members concurring):

Ayes: 6

Nays: 0

The Ordinance was declared passed January 23, 2017.

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 January 23, 2017.



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 a portion of the costs of the acquisition of real estate and related improvements at 400 E. Warren Street, commonly 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: January 23, 2017

Betty Strawn
Auditor
City of Celina, Ohio

ORDINANCE 3-17-O

**AN ORDINANCE AMENDING VARIOUS CATEGORIES WITHIN
ORDINANCE 38-16-O AS THE FIRST SUPPLEMENT TO THE 2017
ANNUAL APPROPRIATIONS, AND DECLARING AN EMERGENCY.**

WHEREAS, Celina received an Eight Million Dollar (\$8,000,000) Drinking Water Solutions Grant in 2016 from the Ohio Environmental Protection Agency for the purposes of investigating potential drinking water supply sources and evaluation and upgrades to the City's existing Water Treatment facilities; and

WHEREAS, City Council appropriated approximately One Million One Hundred Thousand Dollars (\$1,100,000) in 2016 for water treatment and service facilities evaluation, ozone system upgrades, and professional services for water facilities improvements; and,

WHEREAS, ongoing professional evaluation and design services, and continuing water treatment facilities upgrades necessitate additional funds be appropriated from the Water Solutions Drinking Water Grant for 2017 that was not a part of the 2017 budget; and,

WHEREAS, Celina City Council desires Administration to continue efforts in evaluating treatment processes and facilities; identifying potential drinking water sources; and, identify and implement necessary improvements and upgrades to the City's Water Treatment Facilities for the health and safety of its consumers.

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:

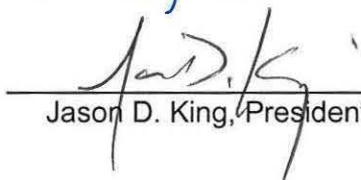
Appropriate from unappropriated balance of the **Drinking Water Solutions Grant Fund:**

Drinking Water Solutions Grant Expense (313.663.5550)	\$1,190,000.00
---	----------------

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 2017 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 23rd day of January, 2017




Jason D. King, President of Council

ATTEST:




Joan S. Wurster, Clerk of Council

APPROVED January 23rd, 2017


Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:



George Erik Moore, Esq., City Law Director

ORDINANCE 4-17-O

AN ORDINANCE AUTHORIZING THE MAYOR AND AUDITOR 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.

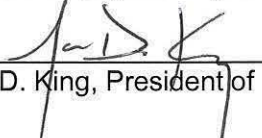
SECTION ONE

THAT, the Mayor and Auditor are 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

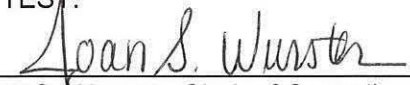
NOW, therefore, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 13th day of March, 2017




Jason D. King, President of Council

ATTEST:



Joan S. Wurster, Clerk of Council

APPROVED March 13, 2017



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 # 4-17-0, passed by the Celina CITY Council on March 13, 2017, and by Resolution # _____, passed by the Board of Commissioners of Mercer County on _____, 2017.

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, 2017 to December 31, 2017. *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

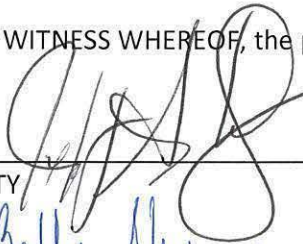
- 4.1 Indigency and client eligibility for representation under this agreement shall be determined in conformity with the standards of indigency and other rules and standards established by the Ohio Public Defender Commission and the State Public Defender.
- 4.2 As soon as is reasonably practical after 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.

 _____	3-14-17 Date	_____	County Commissioner	_____	Date
Betty Stevenson _____	3-15-17 Date	_____	County Commissioner	_____	Date
_____	Date	_____	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 _____

Randy Grapner, County Auditor

Approved by:

Timothy Young Date
Ohio Public Defender

ORDINANCE 5-17-O

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN "ENCROACHMENT EASEMENT AGREEMENT " PERTAINING TO REAL ESTATE LOCATED WITHIN CELINA, MERCER COUNTY, OHIO, AND DECLARING AN EMERGENCY.

WHEREAS, the real property located at the address commonly-known as 623 North Main Street, Celina, Mercer County, Ohio (hereinafter the "property"), which is currently owned by Anthony J. Fleck and Julie E. Fleck, husband and wife, has a garage and concrete which encroaches approximately 3 feet, 2 inches into an alley, which has been in existence at that location for approximately one hundred (100) years, more-specifically identified and described in the attached "Encroachment Easement Agreement" "Exhibit A", which is fully-incorporated herein by reference; and

WHEREAS, the property is under contract to be sold to a purchaser in the near future, but the purchaser's underwriters (Dynamic Federal Credit Union, Celina, Ohio) will not approve of the transfer unless and until the City of Celina acknowledges and acquiesces in said encroachment by executing the attached Exhibit A; and

WHEREAS, the City of Celina has been provided with an "Encroachment Easement Agreement" (Exhibit A) from Celina Attorney Jeffrey P. Knapke, which grants an encroachment for said encroachment as more-fully described therein only for the duration that said easement remains in its current position on the Easement Property.

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

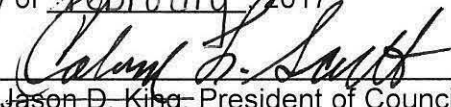
SECTION ONE

THAT, City Council hereby authorizes the Mayor to execute the attached "Encroachment Easement Agreement", which is labeled as "Exhibit A" and which is fully-incorporated herein in a form substantially-similar to that which is hereto attached, and further authorizes the Mayor and Law Director to execute all necessary documents to finalize this matter.

SECTION TWO

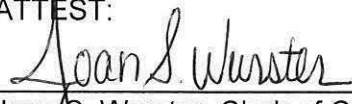
THAT this Ordinance shall be declared an emergency measure immediately necessary for the preservation of the public peace, safety, and welfare, such emergency arising out of the necessity to allow for the transfer of the property in a timely manner. NOW, therefore, this Ordinance shall take effect and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

PASSED this 13th day of February, 2017.



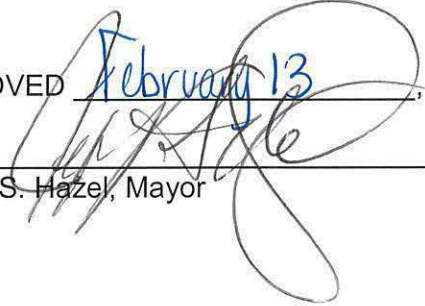
Jason D. King, President of Council
Calvin Scott, President Pro Tem

ATTEST:



Joan S. Wurster, Clerk of Council

APPROVED February 13, 2017



Jeffrey S. Hazel, Mayor

DRAFTED BY:



George Erik Moore, Esq., City Law Director

ENCROACHMENT EASEMENT AGREEMENT

This Encroachment Easement Agreement (the "Agreement") is entered into between the City of Celina, Ohio, a municipal corporation created and existing under the laws of the State of Ohio, of 426 West Market Street, Celina, Ohio 45822 ("Grantor") and Anthony J. Fleck and Julie E. Fleck, husband and wife, of 623 North Main Street, Celina, Ohio 45822 ("Grantee"), effective on the latest date set forth below.

RECITALS

WHEREAS, Grantee is the fee simple owner of the premises located at 623 North Main Street, Celina, Ohio 45822, and being more particularly described as follows:

Situated in the **CITY** of **CELINA**, **COUNTY** of **MERCER**, and **STATE** of **OHIO**:

Being Lot Number One (1) in Frahm's Addition to the City of Celina, Ohio, as the same is shown upon the recorded plat thereof in the Recorder's Office of Mercer County, Ohio, subject to all restrictions and easements of record and the zoning laws of the City of Celina, Ohio.

Tax Parcel I.D. #27-324500.0000 / Tax Map #05-36-478-030

WHEREAS, Grantor is the owner of the Public Property;

WHEREAS, Grantee's property has a garage and concrete which encroaches onto the Public Property (the "Encroachment");

WHEREAS, Grantee desires an easement over the portion of the Public Property to allow the continuation Encroachment; and

WHEREAS, the parties desire that their rights and obligations with respect to the easement in, over and across the Public Property be specifically set forth and defined.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, and for other good and valuable consideration paid and received, the parties,

intending to be legally bound, agree the above recitals are incorporated herein by reference and as follows:

1. **Grant of Easement.** Grantor grants and conveys to Grantee an easement in, over and across the Public Property affected by the Encroachment to permit Grantee to maintain, repair, access and use the Encroachment now located on the Public Property (the "Easement Property") as follows:

Being five (5) feet off the East side of the alley adjacent to the West side of Lot Number One (1) in Frahm's Addition to the City of Celina, Ohio.

Grantor may use the Easement Property for any use which does not prevent or materially interfere with Grantee's use of the Easement Property described herein; provided Grantor will repair any damage to the Encroachment caused by such use.

2. **Easements and Covenants Running with the Land.** The easements, covenants, rights and agreements contained in this Agreement shall run with the land known as the Public Property and Grantee's Property, respectively, so long as the garage and concrete remain in their current position on the Easement Property. In the event of the removal of said garage and concrete, this Agreement shall become null and void and the Easement Property shall revert to Grantor. The easements, covenants, rights and agreements contained in this Agreement shall be binding on and inure to the benefit of Public Property and Grantee's Property, and each portion thereof, as provided in this Agreement. Grantee shall not grant, convey, assign or otherwise transfer to any other person or entity any of their right, title or interest in the Agreement or the Easement Property or their obligations under this Agreement, without Grantor's prior written consent, unless such transfer is all of their right, title and interest in Grantee's property. The covenants, easements and agreements contained in this Agreement shall be binding upon and inure to the benefit of Grantor and Grantee, their respective successors and assigns.


3. **Indemnification.** Grantee agrees to indemnify and hold Grantor free and harmless from any and all claims or causes of action arising out of, or in any way relating to, the use of the easement by Grantee, their agents or invitees."

4. **Entire Agreement.** This Agreement contains the entire agreement of the parties. This Agreement shall not be amended, changed, modified or any other provisions waived or discharged, in whole or in part, unless that agreement is in writing and duly signed by the parties hereto.

5. **Governing Law.** The terms and conditions of this Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below:

Approved as to form:


City Law Director
George E. Moore


Anthony J. Fleck

CITY OF CELINA, OHIO

An Ohio municipal corporation

By: 
Title: Jeffrey S. Hazel, Mayor

Date: February 15, 2017


Julie E. Fleck


Date: February 15, 2017

STATE OF OHIO - COUNTY OF MERCER - ss:

The foregoing instrument was acknowledged before me this 15th day of February, 2017, by Jeffrey S. Hazel as Mayor of The City of Celina, Ohio, an Ohio municipal corporation, on behalf of the corporation, as Grantor.



KARI FOX
Notary Public, State of Ohio
My Commission Expires Oct. 10, 2021


Notary Public for Ohio
My Commission:

STATE OF OHIO - COUNTY OF MERCER - ss:

The foregoing instrument was acknowledged before me this 15th day of February, 2017, by Anthony J. Fleck and Julie E. Fleck, as Grantee.



KARI FOX
Notary Public, State of Ohio
My Commission Expires Oct. 10, 2021


Notary Public for Ohio
My Commission:

This instrument prepared by: Knapke Law Office, LLC, 115 N. Walnut St., Celina, Ohio 45822

ORDINANCE 6-17-O

AN ORDINANCE REPEALING A CERTAIN PORTION OF ORDINANCE 34-14-O AND ADOPTING HEREIN "PARKS AND RECREATION SEASONAL PERSONNEL AND CONTRACT LICENSED OFFICIALS SALARY SCHEDULES AND COACHES TRAVEL ALLOWANCES" 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 replace the portion of Ordinance 34-14-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 34-14-O, passed September 8, 2014, 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, contract licensed officials, and coaches travel allowances 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
Step 2:	State of Ohio Minimum Wage plus \$.50
Step 3:	State of Ohio Minimum Wage plus \$1.00

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

Manager (1)

Step 1	\$13.50 per hour for hours worked.
Step 2	\$13.75 per hour for hours worked.
Step 3	\$14.00 per hour for hours worked.

Assistant Managers (2)

\$11.00 per hour for hours worked.

\$11.25 per hour for hours worked.
 \$11.50 per hour for hours worked.

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

Certified Lifeguards

- 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

WSI Certified Lifeguards

- Step One State of Ohio Minimum Wage plus \$1.00
- Step Two State of Ohio Minimum Wage plus \$1.25
- Step Three State of Ohio Minimum Wage plus \$1.50

Basket House/Maintenance Concession Workers

- Step One \$5.75 per hour
- Step Two \$6.00 per hour
- Step Three \$6.25 per hour

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

Classified Officials

Class	Base	Plate	Soccer/Flag Football
1	\$4.00	\$5.00	\$5.00
2	\$5.00	\$6.00	\$6.00
3	\$6.00	\$7.00	\$7.00
4	\$7.00	\$8.00	\$8.00
5	\$8.00	\$9.00	\$9.00
6	\$9.00	\$10.00	\$10.00
7	\$10.00	\$11.00	\$11.00
8	\$11.00	\$12.00	\$12.00

Class	Base	Plate	Soccer/Flag Football
9	\$12.00	\$13.00	\$13.00
10	\$13.00	\$14.00	\$14.00
11	\$14.00	\$15.00	\$15.00
12	\$15.00	\$16.00	\$16.00
13	\$16.00	\$17.00	\$17.00
14	\$17.00	\$18.00	\$18.00
15	\$18.00	\$19.00	\$19.00
16	\$19.00	\$20.00	\$20.00

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

Acme Baseball	\$50.00 per game
Jr. Acme Baseball	\$50.00 per game
Pony League Baseball	\$50.00 per game
Tri-County Softball	\$50.00 per game
Registered Football Referees	\$50.00 per game
Recreation League Games	\$20.00 per game

F. THAT, coaches for ACME, Junior ACME, and Tri-County Parks and Recreation seasonal programs may receive a travel allowance of up to Two Hundred Dollars (\$200) per season.

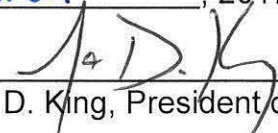
G. THAT, the following hourly rates be adopted for the Programs Coordinator

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 27th day of March, 2017



 Jason D. King, President of Council

ATTEST:

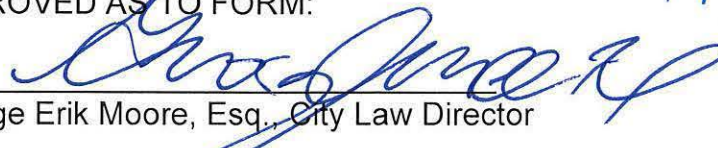


 Joan S. Wurster, Clerk of Council

APPROVED March 27, 2017


 Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:



 George Erik Moore, Esq., City Law Director

ORDINANCE 7-17-O

**AN ORDINANCE AMENDING VARIOUS CATEGORIES WITHIN
ORDINANCE 38-16-O AS THE SECOND SUPPLEMENT TO THE 2017
ANNUAL APPROPRIATIONS, AND DECLARING AN EMERGENCY.**

WHEREAS, the Municipal Court Judge desires to purchase three glass table tops and two window blinds to complete the renovation of the Municipal Court Project: and

WHEREAS, the Municipal Court Bldg Impr Proj Fund has a balance of \$1,227.80 available to spend for these items.

WHEREAS, Ordinance 50-16-O, effective on February 22, 2017, authorized Two Million Dollars (\$2,000,000.00) to be appropriated from the unappropriated balance of the General Fund to the Transfer Capital Projects into each fund for future capital projects; and

WHEREAS, funds need to be appropriated from the Street Improvement Capital Project Fund (321.221.5550) and Water Distribution Line-Pipe Capital Fund (664.632.5512); and

WHEREAS, Ordinance 40-16-O, approved by Council December 19, 2016, authorized the Safety-Service Director to advertise for bids and to enter into contracts for Engineering Services, City Projects, and Capital Equipment for fiscal year 2017 and now funds for the Waterline Replacements, Resurfacing Projects, Reconstruction Projects, and Resealing Main Street Crosswalk need 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 **Municipal Court Bldg Impr Proj Fund:**

Municipal Court Bldg Impr Proj Expense (307.256.5550)	\$1,227.80
---	------------

Appropriate from unappropriated balance of the **Street Improvements Cap Fund:**

Street Improvement Capital Project (321.221.5550)	\$837,444.00
---	--------------

Appropriate from unappropriated balance of the **Water Fund:**

Water Transfer to Sys Reserve (663.636.5910)	\$935,000.00
--	--------------

Appropriate from unappropriated balance of the **Water Sys Reserve Fund:**


Water Dist Lines-Pipe Cap (664.632.5512)	\$935,000.00
--	--------------

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 2017 Annual Appropriations to allow the City to proceed with street

projects, waterline projects, and additional updates to the Municipal Court Project . 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 27th day of February, 2017

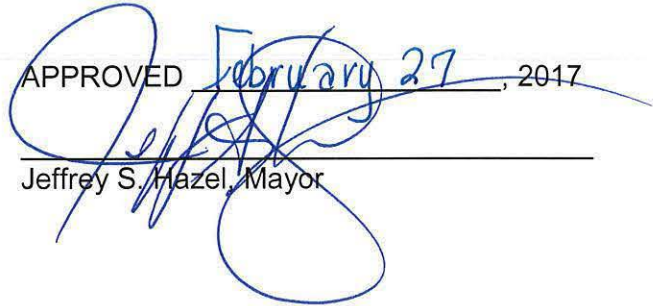


Jason D. King, President of Council

ATTEST:

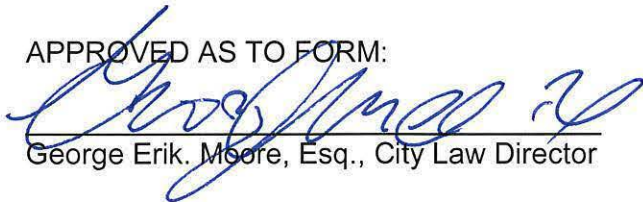


Joan S. Wurster, Clerk of Council

APPROVED February 27, 2017


Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:



George Erik Moore, Esq., City Law Director

ORDINANCE 8-17-O

**AN ORDINANCE AMENDING VARIOUS CATEGORIES WITHIN
ORDINANCE 38-16-O AS THE THIRD SUPPLEMENT TO THE 2017
ANNUAL APPROPRIATIONS, AND DECLARING AN EMERGENCY.**

WHEREAS, the Bryson Trust has approved to commit One-Hundred Twenty Thousand Dollars (\$120,000) for reimbursement to the City for actual expenses incurred in the removal of the Bryson Kiddie Pool and replacing with a Splash Pad that also includes a new filter system (exhibit A): and

WHEREAS, funds need to be appropriated from the Park / Recreation Fund for initial payment of the construction expense.

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:

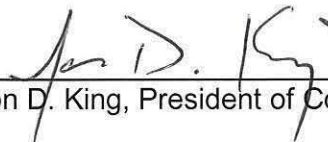
Appropriate from unappropriated balance of the **Park / Recreation Fund:**

Pool Capital Expense (224.430.5520)	\$120,000.00
-------------------------------------	--------------

SECTION TWO

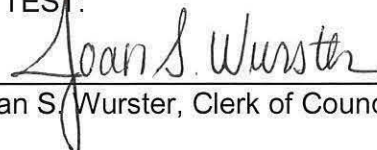
THAT, this Ordinance shall be declared an emergency measure immediately necessary for the preservation of the public peace, safety, and welfare, such emergency arising out of the necessity for immediate adjustments to the 2017 Annual Appropriations to allow the City to proceed with the Bryson Pool Splash Pad installation. 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 13th day of March, 2017



Jason D. King, President of Council

ATTEST:



Joan S. Wurster, Clerk of Council

APPROVED March 13, 2017


Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:



George Erik Moore, Esq., City Law Director

ORDINANCE 9-17-O

AN ORDINANCE AUTHORIZING THE MAYOR TO SIGN AN "AMENDED AGREEMENT" ON BEHALF OF THE CITY WITH THE DISTRICT ADVISORY COUNCIL (THE "DAC") OF THE MERCER COUNTY GENERAL HEALTH DISTRICT, AND DECLARING AN EMERGENCY.

WHEREAS, the Mercer County-Celina City Health Department was created by combining the "Celina Health District" and "Mercer County General Health District" by and through an Agreement executed on June 12, 1952 by and between the District Advisory Council (The "DAC") of the Mercer County General Health District (hereinafter The "DAC") and the City of Celina, a copy of which agreement is attached hereto and labeled as "Exhibit A", which is fully-incorporated herein (hereinafter the "Original Agreement"); and

WHEREAS, a representative of the DAC attended the February 27, 2017 Regular Meeting of City Council, and requested the City consent to modifying the name of the Mercer County-Celina City Health Department for the expressed-purpose of making the name "more simplistic and customer friendly", which the DAC also believes would be helpful in the DAC developing a branding strategy which outlines their marketing promotion; and

WHEREAS, any modifications to the Original Agreement require approval by action of Council; and

WHEREAS, the Law Director was recently provided an "AMENDMENT TO THE CONTRACT FOR PUBLIC HEALTH SERVICES BY AND BETWEEN THE DISTRICT ADVISORY COUNCIL (the DAC) OF THE MERCER COUNTY GENERAL HEALTH DISTRICT AND THE CITY OF CELINA (the City)" (the "Amended Agreement"), a copy of which is attached hereto and labeled as "Exhibit B", which is fully-incorporated herein, which proposes modifying the Agreement by renaming the "Mercer County-Celina City Health Department" the "Mercer County Health District."; and

WHEREAS, this aforementioned proposed, "name change" is the only proposed modification to the Original Agreement; all other provisions of the Original Agreement shall remain in full force and effect.

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 approves of the terms of the "Amended Agreement" which is fully incorporated-herein and labeled as "Exhibit B", which amends paragraph number five (5) in the Original Agreement, thereby modifying the Original Agreement by renaming the "Mercer County-Celina City Health Department" the "Mercer County Health District", and Council further authorizes the Mayor to sign the "Amended Agreement" and authorizes the Mayor and Law Director to take all action necessary to effectuate this modification.

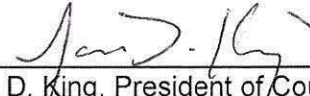
SECTION TWO

THAT, the "name change" as described in Section One hereof is the only proposed modification to the Original Agreement; all other provisions of the Original Agreement shall remain in full force and effect.

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 the name to be quickly changed in order to meet the DAC's deadline of the end of March, 2017. 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 27th day of March, 2017

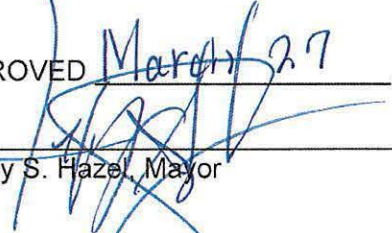


Jason D. King, President of Council

ATTEST:



Joan S. Wurster, Clerk of Council

APPROVED March 27, 2017


Jeffrey S. Hazel, Mayor

DRAFTED BY:



George Erik Moore, Esq., City Law Director

COPY

Contract for Public Health Services

Whereas, the District Advisory Council of the Mercer County General Health District at a special meeting held on the 27th day of May 1952, by a majority vote of representation of the total number of townships and villages entitled to representation, did vote affirmatively on the question of union with the City Health District of Celina, Ohio and did instruct the chairman of said Advisory Council to enter into a contract with the mayor of said city to provide public health services therein; and

Whereas, the Council of the City of Celina, Ohio, by a majority of all members voting affirmatively on the question of uniting with the Mercer County General Health District, did authorize the mayor of said city to enter into a contract with the chairman of the District Advisory Council for public health services for said city.

NOW therefore, pursuant to such authority, Robert A Riley, chairman of the District Advisory Council of the Mercer County General Health District and Ralph Murlin, mayor of the City of Celina, Ohio, have entered into the following contract:

In consideration of the promises and agreements of the Mercer County General Health District, the City of Celina, Ohio agrees to pay (22%) twenty - two percent of the budget approved by the budget commission, plus the amount of its state subsidy, towards the maintenance of the combined or united health district.

The Mercer County General Health District, in consideration of the promises and agreements of the City of Celina, Ohio, agrees to pay (78%) seventy - eight percent of the budget approved by the budget commission, plus the amount of its state subsidy, towards the maintenance of said combined or united health district.

The Mercer County General Health District and the Celina Health District further mutually agree as follows:

1. The administration of public health services in the combined or united health district shall be taken over by the board of Health of the original general health district on the 1st day of January 1953.
2. This contract shall remain in full force and effect until terminated by either party thereto. Said contract may be terminated by either party for any reason; provided, however, that six months notice of intention to terminate said contract shall be given in advance in writing to the other party.
3. The first vacancy that shall occur in the membership of the board of health of the general health district shall be filled by the District Advisory Council appointing a resident of the city as provided by law.
4. On the date the board of health of the general health district shall take over the administration of health affairs in the city, the mayor thereof shall become a member of the District Advisory Council.
5. The combined district shall be known as the Mercer County-Celina City Health Department.

In witness whereof, Robert A. Riley, as chairman, has signed his name in behalf of the District Advisory Council of the Mercer County General Health

District, and Ralph Murlin, as mayor, has signed his name in behalf
if the City of Celina, Ohio, and has affixed the mayor's seal to this
agreement this 12 day of June, 1952

Approved as to form:

Walter R. Bernard
Prosecuting Attorney,
Mercer Co, Ohio

Robert A. Riley
Chairman, District Advisory
Council, Mercer Co General
Health District.

Lee R. Dabbelt
Solicitor, City of Celina, Ohio

Ralph Murlin
Mayor, City of Celina, Ohio

AMENDMENT TO THE CONTRACT FOR PUBLIC HEALTH SERVICES
BY AND BETWEEN THE
DISTRICT ADVISORY COUNCIL (the DAC) OF THE
MERCER COUNTY GENERAL HEALTH DISTRICT
AND THE CITY OF CELINA (the City)

WHEREAS, the DAC and the City are in agreement to amend the Contract for Public Health Services fully executed on June 12, 1952, a copy of which is attached hereto and incorporated by reference; and

WHEREAS, the DAC and the City agree to amend that contract;

NOW THEREFORE, the parties agree as follows:

1. Paragraph numbered "5." of the contract shall be amendment to read as follows:


"The combined district shall be known as the Mercer County Health District."

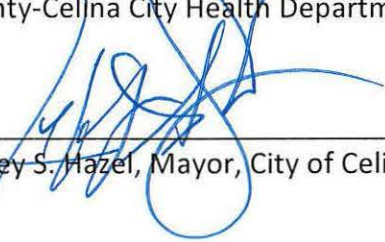
2. The remainder of the contract shall remain in place as previously agreed.

Approved as to form:


Assistant Prosecutor Amy B. Ikerd


Chairman, District Advisory Council, Mercer
County-Celina City Health Department


George E. Moore, City Law Director


Jeffrey S. Hazel, Mayor, City of Celina

attachment: Contract For Public Health Services

ORDINANCE 10-17-O

AN ORDINANCE AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO ADVERTISE AND RECEIVE BIDS AND ENTER INTO AN AGREEMENT FOR INSTALLATION OF AN ADVANCED OXIDATION PROCESS (AOP) USING ULTRAVIOLET LIGHT (UV) AT THE WATER TREATMENT PLANT, APPROPRIATING FUNDS, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Celina desires to install an advanced oxidation process (AOP) using ultraviolet light (UV) at the Water Treatment Plant; and

WHEREAS, this technology is often referred to as UV/AOP and is very effective in oxidizing various types of contaminants that have the potential to occur in Grand Lake St. Mary; and

WHEREAS, the funding for this project is available from the Drinking Water Solutions Grant Fund.

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 to install an advanced Oxidation process (AOP) using ultraviolet light (UV) 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 for the completion of the installation of an advanced Oxidation process (AOP) using ultraviolet light (UV) at the Water Treatment Plant.

SECTION THREE


THAT, City Council hereby directs the Auditor to appropriate Five Hundred Thirty One Thousand Dollars (\$531,000.00) into the Drinking Water Solutions Grant Expense (313.663.5550) from the unappropriated balance of the Drinking Water Solutions Grant Fund for funding of the installation of an advanced Oxidation process (AOP) using ultraviolet light (UV) at the Water Treatment Plant.

SECTION FOUR

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 September 1st when algae bloom is at its greatest. 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.

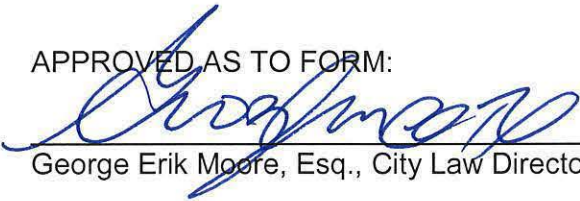
PASSED this 24th day of April, 2017

ATTEST:



Joan S. Wurster, Clerk of Council

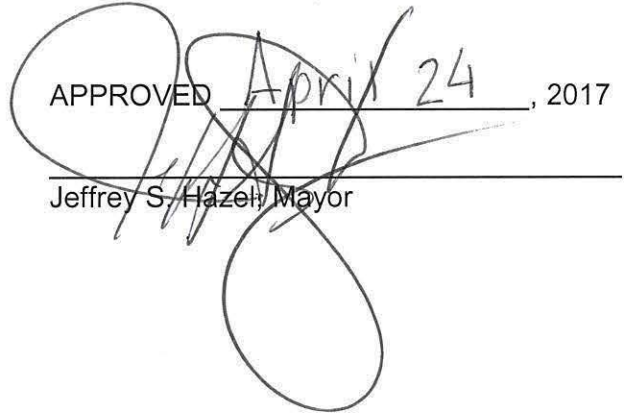
APPROVED AS TO FORM:



George Erik Moore, Esq., City Law Director



Jason D. King, President of Council

APPROVED April 24, 2017


Jeffrey S. Hazen, Mayor

ORDINANCE 11-17-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 2017 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

- 301.04 Bicycle; Motorized Bicycle; Moped. (Amended)
- 301.19 Motorcycle. (Amended)
- 313.09 Driver's Duties Upon Approaching Ambiguous Traffic Signal. (Amended)
- 331.03 Overtaking, Passing to Left; Driver's Duties. (Amended)
- 331.21 Right of Way of Public Safety or Coroner's Vehicle. (Amended)
- 331.211 Report of Vehicle Failing to Yield Right of Way to Public Safety Vehicle. (Added)
- 333.01 Driving Under the Influence. (Amended)
- 335.021 Ohio Driver's License Required for In State Residents. (Added)
- 335.09 Display of License Plates. (Amended)
- 335.111 Registration Within Thirty Days of Residency. (Added)
- 335.12 Stopping After Accident Upon Streets. (Amended)
- 335.13 Stopping After Accident Upon Property Other Than Street. (Amended)
- 373.02 Riding Upon Seats; Handlebars; Helmets and Glasses. (Amended)

General Offenses Code

- 501.01 General Definitions. (Amended)
- 501.06 Limitation of Criminal Prosecution. (Amended)
- 505.071 Cruelty to Companion Animals. (Amended)
- 513.02 Gift of Marihuana. (Amended)
- 513.03 Drug Abuse; Controlled Substance Possession or Use. (Amended)
- 513.04 Possessing Drug Abuse Instruments. (Amended)
- 513.05 Permitting Drug Abuse. (Amended)
- 513.07 Possessing or Using Harmful Ingredients. (Amended)
- 513.08 Illegally Dispensing Drug Samples. (Amended)
- 513.11 Possessing Nitrous Oxide in Motor Vehicle. (Amended)

- 513.12 Drug Paraphernalia. (Amended)
- 513.121Marihuana Drug Paraphernalia. (Amended)
- 513.13 Counterfeit Controlled Substances. (Amended)
- 525.05 Failure to Report a Crime, Injury or Knowledge of Death. (Amended)
- 525.15 Assaulting Police Dog or Horse or an Assistance Dog. (Amended)
- 529.01 Liquor Control Definitions. (Amended)
- 529.07 Open Container Prohibited. (Amended)
- 537.051Menacing by Stalking. (Amended)
- 537.10 Telecommunications Harassment. (Amended)
- 537.17 Criminal Child Enticement. (Amended)
- 537.18 Contributing to Child Delinquency. (Amended)
- 541.02 Arson. (Amended)
- 541.04 Criminal Mischief. (Amended)
- 541.10 Vehicular Vandalism. (Amended)
- 549.01 Weapons Definitions. (Amended)
- 549.02 Carrying Concealed Weapons. (Amended)

Fire Prevention Code

- 1519.04Fireworks Possession, Sale or Discharge Prohibited. (Amended)

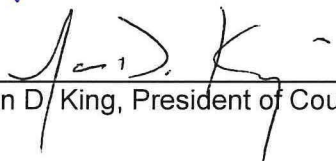
SECTION THREE

THAT, the complete text of the Traffic, General Offenses and Fire Prevention Code sections listed above are set forth in full in the 2017 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 8th day of May, 2017.



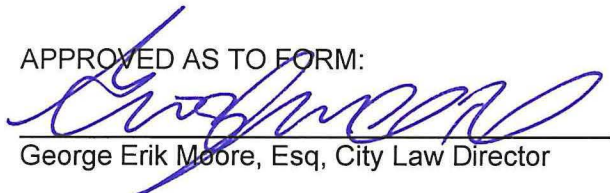
Jason D. King, President of Council

ATTEST:


Joan S Wurster, Clerk of Council

APPROVED _____, 2017


Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:


George Erik Moore, Esq, City Law Director

ORDINANCE 12-17-O

AN ORDINANCE APPROVING A FINAL PLAT FOR EAGLEBROOKE CIRCLE SECTION II, AND DECLARING AN EMERGENCY.

WHEREAS, a final plat for Eaglebrooke Circle Section II, has been presented to the City of Celina for final approval; (attached as Exhibit A) and

WHEREAS, the City Planning Commission met on May 18, 2017, 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.

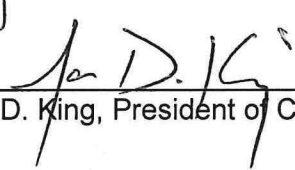
SECTION ONE

THAT, the City Council of the City of Celina, does hereby approve the final plat for Eaglebrooke Circle Section II, and accepts the dedication of easements and rights-of-way shown on said plat.

SECTION TWO

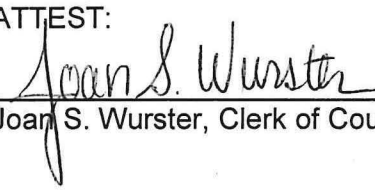
THAT, this Ordinance shall be declared an emergency measure immediately necessary for the preservation of the public peace, safety, and welfare, such emergency arising out of the necessity to allow the development of this site at the earliest date possible. NOW, therefore, this Ordinance shall take effect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

PASSED this 22nd day of May, 2017.



Jason D. King, President of Council

ATTEST:



Joan S. Wurster, Clerk of Council

APPROVED May 22, 2017



Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:



George Erik Moore, Esq, City Law Director

EAGLEBROOKE CIRCLE SECTION II

5.957 ACRES; 13 LOTS

PART OF THE SOUTHWEST 1/4 OF SEC 28 AND SOUTHEAST 1/4 OF SEC 29
CENTER TOWNSHIP AND NORTHWEST 1/4 OF SEC 33, JEFFERSON TOWNSHIP,
TOWN 5 SOUTH, RANGE 3 EAST, CITY OF CELINA, MERCER COUNTY OHIO

LEGAL DESCRIPTION

Being a tract of land located in the Southwest Quarter of Section 28 and Southeast Quarter of Section 29 Center Township, and the Northwest Quarter of Section 33, Jefferson Township, Town 5 South, Range 3 East, City of Celina, Mercer County Ohio, and bounded and described as follows:

Beginning at an Iron Pin Found at the Northeast corner of Lot 137 of Eaglebrooke Circle Section 1, Plat Cabinet 3, Page 52, for the TRUE POINT OF BEGINNING;

Thence Northeasterly one hundred ninety-seven and sixty-seven hundredths feet (197.67) along the arc of a curve to the right having a radius of two hundred sixty-nine and fifteen hundredths feet (269.15) and along a chord of one hundred ninety-three and twenty-six hundredths feet (193.26) and a bearing of North 40°56'33" East to an Iron Pin Found;

Thence South 03°57'01" East a distance of three hundred ten and fifty-two hundredths feet (310.52) to an Iron Pin Found;

Thence Southeasterly four hundred twenty-two and forty-nine hundredths feet (422.49) along the arc of a curve to the right having a radius of two hundred sixty-nine and fifteen hundredths feet (269.15) and along a chord of three hundred eighty and thirty-three hundredths feet (380.43) and a bearing of South 40°56'33" East to an Iron Pin Set;

Thence South 03°57'15" West a distance of two hundred eighty-seven and twenty-six hundredths feet (287.26) to an Iron Pin Set;

Thence Southeasterly four hundred twenty-three and seven hundredths feet (423.07) along the arc of a curve to the right having a radius of two hundred sixty-nine and fifteen hundredths feet (269.15) and along a chord of three hundred eighty and eighty-four hundredths feet (380.84) and a bearing of South 40°10'06" West to an Iron Pin Set;

Thence North 82°57'03" West a distance of one hundred eighty-nine and twenty-four hundredths feet (189.24) to an Iron Pin Found at the Southeast corner of Lot 143 of said Eaglebrooke Circle Section 1;

Thence North 04°02'37" East a distance of one hundred seventy-five and zero hundredths feet (175.00) to an Iron Pin Found at the Northeast corner of Lot 143 of said Eaglebrooke Circle Section 1;

Thence South 85°57'03" East a distance of two hundred five and eighty-five hundredths feet (205.85) to an Iron Pin Found;

Thence Northeasterly one hundred eighteen and eighty-five hundredths feet (118.85) along the arc of a curve to the left having a radius of ninety-four and fifteen hundredths feet (94.15) and along a chord of one hundred seven and twelve hundredths feet (111.12) and a bearing of North 48°10'00" East to an Iron Pin Found;

Thence North 03°59'15" East a distance of three hundred one and ninety-four hundredths feet (301.94) to an Iron Pin Found;

Thence Northeasterly one hundred seventy-seven and seventy-nine hundredths feet (177.79) along the arc of a curve to the left having a radius of ninety-four and fifteen hundredths feet (94.15) and along a chord of one hundred thirty-three and eight hundredths feet (133.08) and a bearing of North 48°10'00" East to an Iron Pin Found;

Thence North 85°57'01" West a distance of three hundred one and forty-one hundredths feet (301.41) to an Iron Pin Found;

Thence Southeasterly sixty-three and seventy-six hundredths feet (63.76) along the arc of a curve to the left having a radius of ninety-four and fifteen hundredths feet (94.15) and along a chord of sixty-two and fifty-three hundredths feet (62.53) and a bearing of South 86°37'36" West to an Iron Pin Found at the Southeast corner of Lot 137 of said Eaglebrooke Circle Section 1;

Thence North 42°44'22" West a distance of one hundred seventy-five and zero hundredths feet (175.00) to the TRUE POINT OF BEGINNING, containing 5.957 acres more or less.

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

Previous Deed Reference: O.R. 155, Pg. 854;

Description based on a survey by Craig W. Mescher Registered Surveyor No. 8237 in February, 2008, on file with the Mercer County Engineer's Office.

DEDICATION

KNOWING ALL MEN BY THESE PRESENTS: That the undersigned owners of the land embraced to this plat do hereby 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.

Owner: White Tree Investments, Ltd.

Randall K. Bruna, General Manager 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 signatory 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 _____, 2017.

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 _____, 2017.

Chairman

RECORDER'S CERTIFICATE

Received for record this ____ day of _____, 2017
at _____ o'clock.
Recorded in Plat Cabinet _____ Page _____

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 _____, 2017.

President, City Council

ACCEPTANCE

This Plat of "Eaglebrooke Circle Section II" to the City of Celina, Ohio has been accepted by the Council of the City of Celina, Ohio by Ordinance No. _____ dated this ____ day of _____, 2017. Subject to all building restrictions, conditions and easements, as shown on this plat, and as recorded in the office of the Mercer County Recorder.

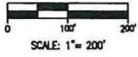
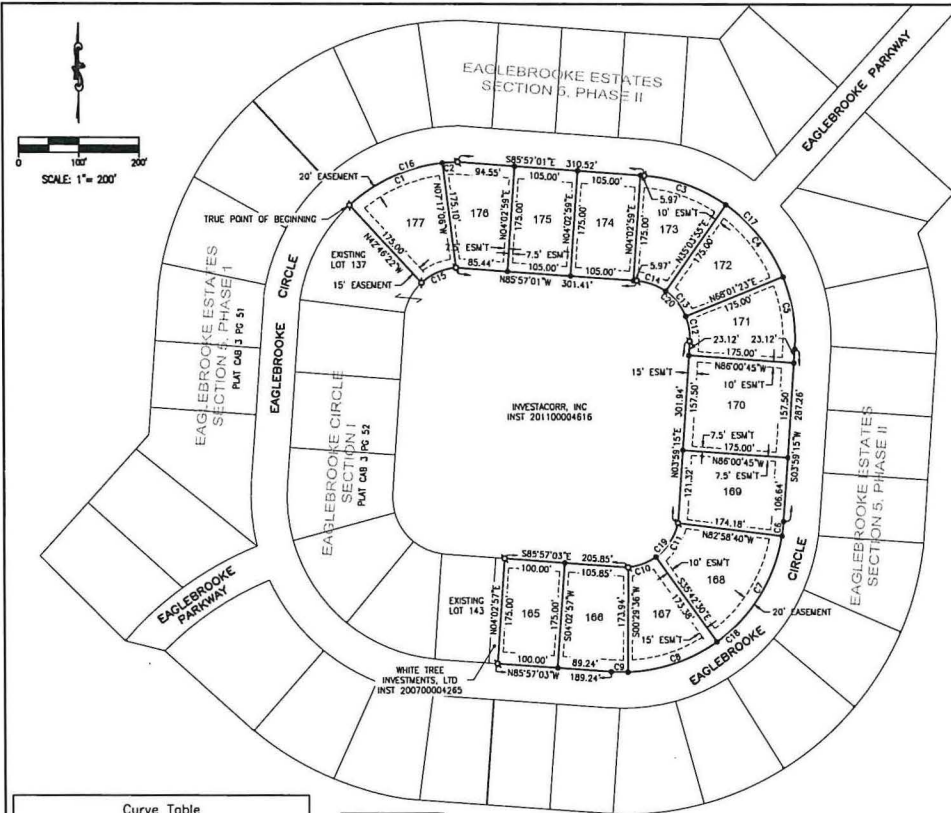
Date Mayor

Date Clerk

These lots are subject to additional dedications, covenants and restrictions recorded in Official Records Volume _____ Page _____ in the Mercer County Recorder's Office.

I hereby certify that this plat is true and accurate to the best of my knowledge by Craig W. Mescher Registered Surveyor No. 8237, April of 2017. Iron pins to be set after construction of utilities.

Craig W. Mescher
Professional Surveyor #8237



Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	172.15	269.15	36.65	S65° 33' 01"W	169.23
C2	25.53	269.15	5.43	S66° 35' 25"W	25.52
C3	145.70	269.15	31.02	N70° 26' 33"W	143.92
C4	154.82	269.15	32.98	N38° 27' 21"W	152.70
C5	121.97	269.15	25.96	N8° 59' 41"W	120.93
C6	23.83	269.15	5.09	N6° 32' 06"E	23.93
C7	212.48	269.15	45.23	N31° 41' 53"E	207.00
C8	159.22	269.15	33.85	N71° 15' 40"E	156.91
C9	27.44	269.15	5.84	S68° 52' 17"E	27.43
C10	49.61	94.16	30.19	N69° 23' 05"E	49.04
C11	69.25	94.16	42.14	N33° 13' 25"E	67.70
C12	42.67	94.15	25.96	N8° 59' 41"W	42.30
C13	54.16	94.15	32.96	N38° 27' 21"W	53.41
C14	50.97	94.15	31.02	N70° 26' 33"W	50.35
C15	63.76	94.15	38.80	S66° 37' 38"W	62.55
C16	197.67	269.15	42.08	S68° 16' 02"W	193.26
C17	422.49	269.15	89.94	N40° 56' 53"W	380.43
C18	423.07	269.15	90.06	N49° 01' 06"E	380.84
C19	118.85	94.16	72.32	N48° 19' 00"E	111.12
C20	147.79	94.15	89.94	N40° 56' 53"W	133.08

Parcel #	Area
165	0.402 Acre 17500 SF
166	0.447 Acre 19482 SF
167	0.416 Acre 18110 SF
168	0.561 Acre 24451 SF
169	0.506 Acre 22035 SF
170	0.633 Acre 27582 SF
171	0.424 Acre 18451 SF
172	0.420 Acre 18286 SF
173	0.419 Acre 18252 SF
174	0.422 Acre 18375 SF
175	0.422 Acre 18375 SF
176	0.413 Acre 17983 SF
177	0.474 Acre 20641 SF

LEGEND

- 5/8" IRON PIN SET
- 5/8" IRON PIN W/ CAP FOUND

BASES OF BEARINGS
BASES OF BEARINGS FROM EAGLEBROOKE ESTATES SECTION II, PLAT CABINET 1, PG. 277; BY GORDON L. GLENN REGISTERED SURVEYOR #3372.

PROPERTY IS ZONED R-1
BUILDING SETBACK LINES
FRONT BUILDING SETBACK LINES ARE 50' AND REAR BUILDING SETBACKS ARE 30' FROM THE PROPERTY LINES. SIDE YARD SETBACKS ARE 10'.

OWNER
WHITE TREE INVESTMENTS, LTD.
6781 HELLMORTH ROAD
CELINA, OHIO 45822
PH. 419-586-9367

DEVELOPER
BRUNAS BUILDING & DEVELOPMENT CORP., INC.
1429 CHAMBERLYN ROAD
ST. HECHT, OHIO 43083
PH. (419) 925-4078

EASEMENTS
ALL EASEMENTS ARE FOR GENERAL UTILITY USE. SIDE LOT EASEMENTS ARE 7.5' EACH SIDE FOR A TOTAL OF 15' UNLESS OTHERWISE NOTED.

Map No. 2017-1419-B, 1/23/2017, Eaglebrooke Circle, Sec. II, Plat

ORDINANCE 13-17-O

**AN ORDINANCE APPROVING A FINAL PLAT FOR
EAGLEBROOKE ESTATES SECTION V, PHASE II, AND
DECLARING AN EMERGENCY.**

WHEREAS, a final plat for Eaglebrooke Estates, Section V, Phase II, has been presented to the City of Celina for final approval; (attached as Exhibit A) and

WHEREAS, the City Planning Commission met on May 18, 2017, 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 Eaglebrooke Estates, Section V, Phase II, 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 22nd day of May, 2017.



Jason D. King, President of Council

ATTEST:



Joan S. Wurster, Clerk of Council

APPROVED May 22, 2017



Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:



George Erik Moore, Esq, City Law Director

ORDINANCE 14-17-O

**AN ORDINANCE AMENDING VARIOUS CATEGORIES WITHIN
ORDINANCE 38-16-O AS THE FOURTH SUPPLEMENT TO THE 2017
ANNUAL APPROPRIATIONS, AND DECLARING AN EMERGENCY.**

WHEREAS, per the ORC 5705.14 – 5705.16 the statute does not allow levy money to “transfer” from a more restricted fund to a less restricted fund; however, the statute does allow levy money to be “reimbursed” from a more restricted fund to a less restricted fund; and

WHEREAS, the Income Tax Additional 0.5% Transfer Accounts must be retitled to Income Tax Additional 0.5% Reimbursement Accounts; and

WHEREAS, funds need to be unappropriated from the Income Tax Additional 0.5% Transfer Accounts and appropriated from the Income Tax Additional 0.5% Reimbursement Accounts; and

WHEREAS, the City of Celina was awarded funding from S.B. 310 Capital Improvement Community Recreation appropriations for the Harley Jones Rotary Memorial Amphitheater in Bryson Park District and the funds now need to be appropriated; and

WHEREAS, the City of Celina was awarded funding from S.B. 310 Capital Improvement Community Recreation appropriations for the Eastview Park Ball Diamonds and Field Improvements Project and the 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; and

WHEREAS, Celina VFW Post 5713 has offered a monetary donation for the Celina City Recreation Department and the funds for the recognition event 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:

Unappropriate from appropriated balance of the **Income Tax Addtn'l 0.5% Fund:**

Income Tax Addn'l 0.5% Tr to Police (120.210.5911)	(\$448,894.20)
Income Tax Addn'l 0.5% Tr to Fire (120.220.5911)	(\$448,894.20)
Income Tax Addn'l 0.5% Tr to Street (120.331.5911)	(\$678,211.59)

Appropriate from unappropriated balance of the **Income Tax Addtn'l 0.5% Fund:**

Income Tax Addn'l 0.5% Reimburse to Police (120.210.5945)	\$448,894.20
Income Tax Addn'l 0.5% Reimburse to Fire (120.220.5945)	\$448,894.20
Income Tax Addn'l 0.5% Reimburse to Street (120.331.5945)	\$678,211.59

NET TOTAL: **0.00**

Appropriate from unappropriated balance of the **Harley Jones Rotary Mem Amp Bry Pk Fund:**

Harley Jones Rotary Mem Amp Bry Pk (357.224.5550) \$1,200,000.00

Appropriate from unappropriated balance of the **Eastview Park Ball Diamonds and Field Improvements Fund:**

Eastview Park Ball Diamond/Field Improvements (356.224.5550) \$350,000.00

Appropriate from unappropriated balance **General Fund:**

City Tax Refunds (110.133.5960) \$15,000.00

Appropriated from unappropriated balance **Park and Recreation Fund:**

Park and Rec Other Expense (224.410.5490) \$790.00

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 2017 Annual Appropriations and for the further reasons that ORC 5705.14 – 5705.16 does not permit levy money to transfer from a more restricted fund to a less restricted fund, need to begin paying for expenses from the Harley Jones Rotary Memorial Amphitheater Grant funds, need to start the improvements for the Eastview Park Ball Diamonds, City Tax Refunds have more refunds than projected in the 2017 budget, and need to appropriate a portion of the money donated by the VFW Post 5713 for the recognition event. 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 June, 2017



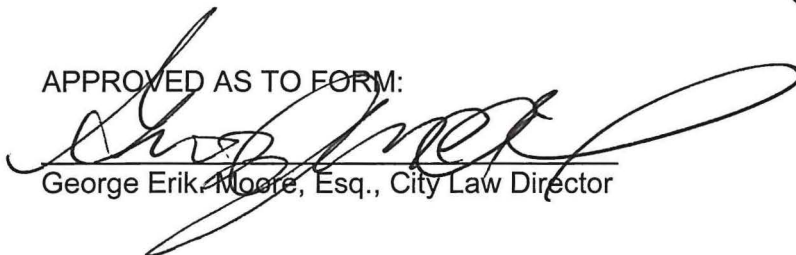
Jason D. King, President of Council

ATTEST:


Joan S. Wurster, Clerk of Council

APPROVED June 12, 2017


Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:


George Erik Moore, Esq., City Law Director

ORDINANCE 15-17-O

AN ORDINANCE AUTHORIZING THE USE OF "MULTI-USE VEHICLES" ON CITY STREETS WHERE THE SPEED LIMIT IS TWENTY-FIVE (25) MILES PER HOUR OR LESS, AND TO IMPLEMENT AN INSPECTION PROGRAM.

WHEREAS, the City of Celina desires to allow the use of "under-speed vehicles," "utility vehicles," and "mini-trucks" (collectively referred to herein as "Multi-Use Vehicles") on designated City streets (to wit: City streets where the speed limit is twenty-five (25) miles per hour or less); and

WHEREAS, Substitute Senate Bill 114, which was passed by the 129th General Assembly and signed into law by Governor Kasich in 2013, imposes certain requirements on municipalities that authorize the use of such vehicles on municipal streets; and

WHEREAS, Substitute Senate Bill 114 was codified in Title 45 of the Ohio Revised Code, and the relevant provisions thereof became effective on January 1, 2017; and

WHEREAS, the City desires to allow an inspection program for "Multi-Use Vehicles", as required by Substitute Senate Bill 114, to allow such vehicles on designated City streets.

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

SECTION ONE

THAT, subject to the requirements set forth herein, the use of "under-speed vehicles," "utility vehicles," and "mini-trucks" (collectively referred to herein as "Multi-Use Vehicles") shall be permitted on City streets where the speed limit is twenty-five miles per hour (25 MPH) or less.

THAT, "under-speed vehicle" is defined as a three or four wheeled vehicle, including a vehicle commonly known as a "golf cart", with an attainable speed on a paved level surface of not more than twenty miles per hour and with a gross vehicle weight rating less than three thousand pounds.

THAT, "utility vehicle" is defined as a self-propelled vehicle designed with a bed, principally for the purpose of transporting material or cargo in connection with construction, agricultural, forestry, grounds maintenance, lawn and garden, materials handling, or similar activities. Examples of utility vehicles include Rangers, Razors, and Gators.

THAT, "mini-truck" is defined as a vehicle that has four wheels, is propelled by an electric motor with a rated power of seven thousand five hundred watts or less or an internal combustion engine with a piston displacement capacity of six hundred sixty (660) cubic centimeters or less, has a total dry weight of nine hundred pounds (900 lbs.) to two thousand two hundred pounds (2,200 lbs.), contains an enclosed cabin and a seat for the vehicle operator, resembles a pickup truck or van with a cargo area or bed located at the rear of the vehicle, and was not originally manufactured to meet federal motor vehicle safety standards.

SECTION TWO

THAT, prior to the operation of a Multi-Use Vehicle on City streets, the Multi-Use Vehicle must pass an inspection conducted by the Celina Police Department. A copy of a sample inspection form is attached hereto as Exhibit "A," which may be amended/modified from time-to-time by the Chief of Police with the approval of the Law Director.

1. The inspection fee for a newly-purchased Multi-Use Vehicle is \$25.00.

THAT, at the time of the inspection, the owner/operator of the Multi-Use Vehicle must present the following to the Celina Police Department: (1) a valid driver's license; (2) proof of insurance; and (3) payment for the inspection fee, and, if applicable, the following:

1. If your Multi-Use Vehicle is an under-speed vehicle, the owner/operator also must provide the Celina Police Department the gross vehicle weight.
2. If your Multi-Use Vehicle is a mini-truck, the owner/operator also must provide to Celina Police Department the unladen weight.

THAT, if a Multi-Use Vehicle passes inspection, the owner/operator will be issued an inspection sticker. The inspection sticker must be placed prominently on the rear of the Multi-Use Vehicle. The sticker must remain visible at all times while operating the vehicle on City streets in order for the Multi-Use Vehicle to be permitted under this Ordinance. If an inspection sticker is lost, damaged, or destroyed, a replacement sticker must be obtained from the Celina Police Department at a cost of \$10.00.

SECTION THREE

THAT, prior to the operation of a Multi-Use Vehicle on City streets, the vehicle must be registered in accordance with the Ohio Revised Code Chapter 4503, and titled in accordance with Ohio Revised Code Chapter 4505. Out-of-State Multi-Use Vehicles are not permitted on City streets.

SECTION FOUR

THAT, all Multi-Use Vehicles, must be operated in accordance with all applicable state and local traffic laws.

SECTION FIVE

THAT, all Multi-Use Vehicles, at a minimum, must have the following properly functioning equipment:

1. Brake lights (2), tail lights (2), head lights (2), turn signals (2 front; 2 rear), and a white rear license plate light;
2. A horn;
3. A rearview mirror;
4. A windshield;

5. Brakes and a brake system;
6. A steering mechanism;
7. Appropriate tires that are free of major bumps, bulges, breaks, or any other unsafe condition;
8. An "occupant restraining device" (seat belt) for every occupant (Ohio Revised Code Section 4513.263 (A) (2)); and
9. A "child restraint seat" for each child occupant as required by Ohio Law.

SECTION SIX

THAT, if after the issuance of an inspection sticker under this Ordinance a Multi-Use Vehicle is determined by the Celina Police Department to have been altered or modified so as to no longer be in compliance with this Ordinance, the Celina Police Department may immediately revoke the inspection sticker issued hereunder.

SECTION SEVEN

THAT, a violation of this Ordinance shall be minor misdemeanor punishable by fine of not less than one-hundred dollars (\$100.00). Each day of non-compliance shall continue a separate violation.

SECTION EIGHT

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 10th day of July, 2017

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

ATTEST:

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

APPROVED July 10, 2017
Jeffrey S. Hazel
Jeffrey S. Hazel, Mayor

DRAFTED BY:

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



AUTHORIZATION FOR THE OPERATION OF UNDER-SPEED VEHICLE / UTILITY VEHICLE OR MINI-TRUCK ON PUBLIC STREETS AND HIGHWAYS

The following inspection is being performed on the following vehicle type. (Check only one)

- UNDER-SPEED VEHICLE
 UTILITY VEHICLE
 MINI-TRUCK

OWNER INFORMATION

NAME OF OWNER (PLEASE PRINT)			
STREET ADDRESS	CITY	STATE	ZIP

VEHICLE INFORMATION

VEHICLE IDENTIFICATION NUMBER (VIN)		GROSS VEHICLE WEIGHT (UNDER-SPEED VEHICLE)
MAKE	MODEL	UNLADEN WEIGHT (MINI-TRUCK)

The above vehicle includes the following equipment as required.

- | | |
|---|--|
| <input type="checkbox"/> Brakes | <input type="checkbox"/> Steering mechanism |
| <input type="checkbox"/> Brake lights (2 lights) | <input type="checkbox"/> Windshield |
| <input type="checkbox"/> Head lights (2 lights) | <input type="checkbox"/> Rearview mirror |
| <input type="checkbox"/> Tail lights (2 lights) | <input type="checkbox"/> Tires (safe conditions) |
| <input type="checkbox"/> Warning devices / reflectors (e.g. turn signals) | |

All equipment must be in proper working order to pass inspection.

COMMENTS

NAME OF LAW ENFORCEMENT AGENCY			
STREET ADDRESS	CITY	STATE	ZIP
NAME OF ACTIVE OFFICER PERFORMING INSPECTION (PRINT NAME)		OFFICER BADGE #	

I certify that the above vehicle has been physically inspected or passed in accordance to Chapter 4501-30 of the Ohio Administrative Code and section 4511.215 of the Ohio Revised Code.

OFFICER SIGNATURE	DATE
X	

ORDINANCE 16-17-O

**AN ORDINANCE AMENDING VARIOUS CATEGORIES WITHIN
ORDINANCE 38-16-O AS THE FIFTH SUPPLEMENT TO THE 2017
ANNUAL APPROPRIATIONS, AND DECLARING AN EMERGENCY.**

WHEREAS, the City Hall Building has had unexpected maintenance repairs to the boiler and electric system and additional funds need to be appropriated; and

WHEREAS, Basic Service payroll may be reduced as the City does not anticipate utilizing the appropriations this year while other payroll accounts are insufficient to meet the labor needs through the remainder of the year as a result of the need of performing unanticipated work at the North Grove Cemetery.

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:**

City Hall Repairs/General Maint (110.170.5274)	\$7,000.00
TOTAL:	\$7,000.00

Unappropriate from the **General Fund:**

Basic Service Payroll (110.190.5111)	\$(3,000.00)
--------------------------------------	--------------

Appropriate from the unappropriated balance of the **Cemetery Fund:**

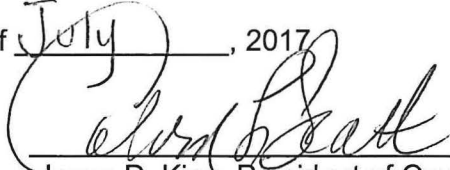
Cemetery Maint Payroll (220.450.5111)	\$ 3,000.00
---------------------------------------	-------------

NET TOTAL:	\$ 0.00
-------------------	----------------

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 2017 Annual Appropriations and for the further reasons that the City Hall Building maintenance repairs were unexpected and therefore not budgeted, and for the further reason that Public Works has been required to perform work at North Grove Cemetery that was not anticipated. 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 July, 2017



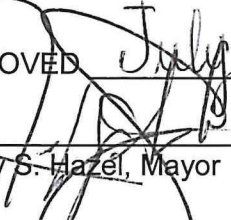
Jason D. King, President of Council

ATTEST:



Joan S. Wurster, Clerk of Council

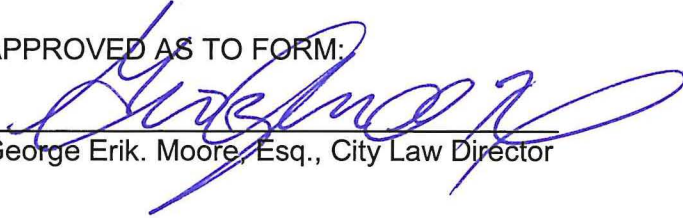
APPROVED


July 24

_____, 2017

Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:



George Erik. Moore, Esq., City Law Director

ORDINANCE 17-17-O

AN ORDINANCE AMENDING VARIOUS CATEGORIES WITHIN ORDINANCE 38-16-O AS THE SIXTH SUPPLEMENT TO THE 2017 ANNUAL APPROPRIATIONS, AND DECLARING AN EMERGENCY.

WHEREAS, the turf at the Montgomery Baseball Field is in need of replacement; and

WHEREAS, the money from the Montgomery Field Investment Fund needs to be appropriated to pay for the turf replacement.

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 **Montgomery Field Investment Fund**:

Montgomery Field Projects (324.224.5550)	\$100,000.00
TOTAL:	\$100,000.00

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 2017 Annual Appropriations and for the further reasons that the turf at the Montgomery Field needs replaced in the near future. 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 August, 2017

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

ATTEST:

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

APPROVED August 14, 2017
Jeffrey S. Hazel
Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:

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

ORDINANCE 18-17-O

**AN ORDINANCE AMENDING VARIOUS CATEGORIES WITHIN
ORDINANCE 38-16-O AS THE SEVENTH SUPPLEMENT TO THE 2017
ANNUAL APPROPRIATIONS, AND DECLARING AN EMERGENCY.**

WHEREAS, certain structures in the City of Celina were identified as unsafe structures and needed to be taken down; and

WHEREAS, the Health / San Expense account funds were used for the removal of these unsafe structures and additional funds now need to be appropriated to meet the needs through the remainder of the year; and

WHEREAS, the Bryson Pool had improvements completed and some of the labor of these improvements were 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.

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:**

Health / San Expense (110.660.5330)	\$15,000.00
Transfer Park / Recreation (110.410.5910)	\$20,000.00
TOTAL:	\$35,000.00

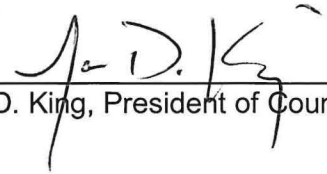
Appropriate from the unappropriated balance of the **Park and Recreation Fund:**

Pool Payroll (224.430.5113)	\$20,000.00
TOTAL:	\$20,000.00

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 2017 Annual Appropriations and for the further reasons that the removal of unsafe structures were unexpected and therefore not budgeted, and for the further reason that City Staff has been required to perform work at the Bryson Pool Improvement project that was not anticipated. 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 28th day of August, 2017



Jason D. King, President of Council

ATTEST:

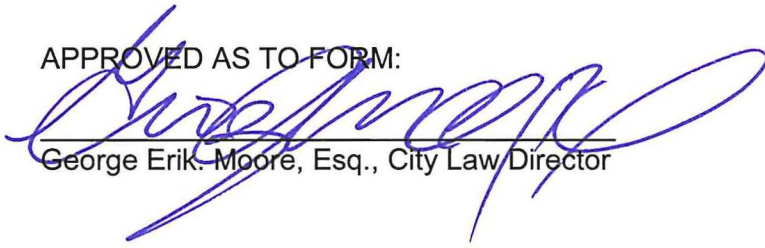


Joan S. Wurster, Clerk of Council

APPROVED August 28, 2017


Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:



George Erik Moore, Esq., City Law Director

ORDINANCE 19-17-O

AN ORDINANCE ACCEPTING DONATIONS FROM THE CELINA EAGLES TO THE CELINA FIRE DEPARTMENT FOR THE FIRE PREVENTION PROGRAM TO PURCHASE SMOKE DETECTORS AND APPROPRIATING FUNDS, AND DECLARING AN EMERGENCY.

WHEREAS, the Celina Eagles has offered a monetary donation of One Thousand (\$1,000) to the Celina Fire Department to allow for the purchase of Smoke Detectors; and

WHEREAS, the Celina Fire Department has determined the need to purchase smoke detectors for the Fire Prevention Program.

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 gratefully acknowledges and accepts the donation of One Thousand Dollars (\$1,000) to the Celina Fire Department for the purchase of Smoke Detectors.

SECTION TWO

THAT, City Council hereby directs the Auditor to appropriate One Thousand Dollars (\$1,000.00) from the unappropriated balance of the General Fund into the Fire Prevention Expense (110.220.5211) account for the purchase of said Smoke Detectors.

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 expedite the process of purchasing said Smoke Detectors. 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 18th day of September, 2017

ATTEST:

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

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

APPROVED September 18, 2017
Jeffrey S. Hazel
Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:

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

ORDINANCE 20-17-O

AN ORDINANCE AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO ENTER INTO A MUTUAL AID AGREEMENT WITH AMERICAN PUBLIC POWER ASSOCIATION ("APPA") FOR THE PURPOSE OF EMERGENCY ASSISTANCE IN RESTORING POWER IN AREAS AFFECTED BY MAN-MADE AND/OR NATURAL DISASTERS, SUCH AS HURRICANES, FIRES, FLOODING, TORNADOES, ETC., AND DECLARING AN EMERGENCY.

WHEREAS, the City of Celina desires to provide mutual aid through the American Public Power Association ("APPA") to restore power to areas throughout the United States that have been impacted by man-made and/or natural disasters such as hurricanes, fires, flooding, tornadoes, and the like; and

WHEREAS, it is necessary for the City of Celina to execute a "Mutual Aid 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 Mutual Aid Agreement with the American Public Power Association ("APPA") (of which Celina Electric Utility is a member) in a form substantially-similar to that which is attached hereto and labeled as Exhibit A, which is fully-incorporated herein by reference, and is further authorized to sign documents and perform tasks to effectuate the purpose of said Mutual Aid 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 emergency assistance to restore power in areas affected by recent natural disasters. 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.

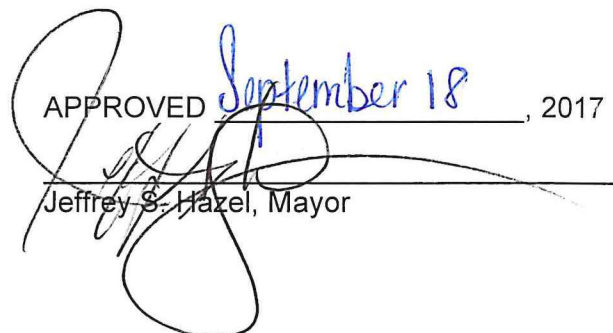
PASSED this 18th day of September, 2017



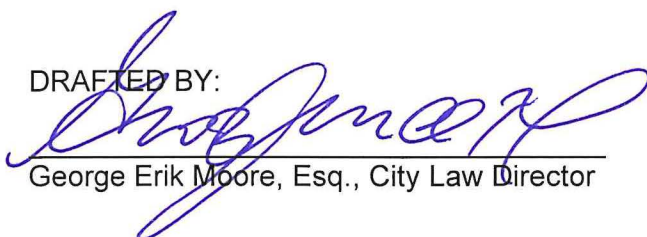
Jason D. King, President of Council

ATTEST:


Joan S. Wurster, Clerk of Council

APPROVED September 18, 2017


Jeffrey S. Hazel, Mayor

DRAFTED BY:


George Erik Moore, Esq., City Law Director

MUTUAL AID AGREEMENT

In consideration of the mutual commitments given herein, each of the Signatories to this Mutual Aid Agreement agrees to render aid to any of the other Signatories as follows:

- 1.) Request for aid. The Requesting Signatory agrees to make its request in writing to the Aiding Signatory within a reasonable time after aid is needed and with reasonable specificity. The Requesting Signatory agrees to compensate the Aiding Signatory as specified in this Agreement and in other agreements that may be in effect between the Requesting and Aiding Signatories.
- 2.) Discretionary rendering of aid. Rendering of aid is entirely at the discretion of the Aiding Signatory. The agreement to render aid is expressly not contingent upon a declaration of a major disaster or emergency by the federal government or upon receiving federal funds.
- 3.) Invoice to the Requesting Signatory. Within 90 days of the return to the home work station of all labor and equipment of the Aiding Signatory, the Aiding Signatory shall submit to the Requesting Signatory an invoice of all charges related to the aid provided pursuant to this Agreement. The invoice shall contain only charges related to the aid provided pursuant to this Agreement.
- 4.) Charges to the Requesting Signatory. Charges to the Requesting Signatory from the Aiding Signatory shall be as follows:
 - a.) Labor force. Charges for labor force shall be in accordance with the Aiding Signatory's standard practices.
 - b.) Equipment. Charges for equipment, such as bucket trucks, digger derricks, and other special equipment used by the Aiding Signatory, shall be at the reasonable and customary rates for such equipment in the Aiding Signatory's location.
 - c.) Transportation. The Aiding Signatory shall transport needed personnel and equipment by reasonable and customary means and shall charge reasonable and customary rates for such transportation.
 - d.) Meals, lodging and other related expenses. Charges for meals, lodging and other expenses related to the provision of aid pursuant to this Agreement shall be the reasonable and actual costs incurred by the Aiding Signatory.
- 5.) Counterparts. The Signatories may execute this Mutual Aid Agreement in one or more counterparts, with each counterpart being deemed an original Agreement, but with all counterparts being considered one Agreement.
- 6.) Execution. Each party hereto has read, agreed to and executed this Mutual Aid Agreement on the date indicated.

Date _____ Entity _____ (name/ state)
By _____ (please print)
Title _____

Please send signed agreement to:
American Public Power Association
ATTN: Michael Hyland
Sr. Vice President, Engineering Services
2451 Crystal Drive, Suite 1000 | Arlington, VA 22209-4804
E-mail: MutualAid@publicpower.org | Fax: 202/ 467-2932

Questions about this agreement should be directed to APPA's Engineering Services department at MutualAid@publicpower.org or 202/467-2900.

ORDINANCE 21-17-O

AN ORDINANCE APPROVING THE TENTATIVE AGREEMENT AND AUTHORIZING THE MAYOR AND THE SAFETY-SERVICE DIRECTOR TO ENTER INTO A CONTRACT WITH THE CELINA MUNICIPAL EMPLOYEES REPRESENTATIVE COMMITTEE (CMERC), AND DECLARING AN EMERGENCY.

WHEREAS, the Celina Municipal Employees Representative Committee (CMERC), has been certified by the State Employment Relations Board as exclusive representatives of all employees in the prescribed bargaining unit; and

WHEREAS, a full tentative agreement was reached by the City Administration and said Union on September 19, 2017; and

WHEREAS, the Union members ratified the aforementioned full tentative agreement on September 22, 2017.

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

SECTION ONE

THAT, the Council of the City of Celina does hereby approve the full tentative agreement recently reached between the City of Celina and the Celina Municipal Employees Representative Committee (CMERC).

SECTION TWO

THAT, the Mayor and the Safety-Service Director be and are hereby authorized on behalf of the City to enter into a contract with the Celina Municipal Employees Representative Committee (CMERC) and that said Contract shall supersede the existing Contract authorized by Ordinance 42-14-O as written and amended for the period October 1, 2017 through September 30, 2020.

SECTION THREE

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 council action must be taken within 30 days of presentation to Council. 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 25th day of September, 2017

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

ATTEST:

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

September 25, 2017
Jeffrey S. Hazel
Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:

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

ORDINANCE 22-17-O

AN ORDINANCE AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO AWARD A CONTRACT FOR A CHALLENGE COURSE AT EASTVIEW PARK TO GAME TIME (C/O DAVID WILLIAMS & ASSOCIATES, INC.), AND DECLARING AN EMERGENCY.

WHEREAS, the City of Celina desires to install a Challenge Course at Eastview Park; and

WHEREAS, the City of Celina is a member of "US Communities" (registration number 34-6400270), which is a National Cooperative Purchasing Program for government bidding and purchasing; and

WHEREAS, by and through US Communities, the City of Celina has received one bid for the Challenge Course which is attached hereto as Exhibit A which is fully-incorporated herein by reference; and

WHEREAS, Game Time (c/o David Williams & Associates, Inc.) has the lowest and best bid amount of Two Hundred Thirty Eight Thousand Four Hundred Forty Eight Dollars and Thirty Four Cents (\$238,448.34).

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

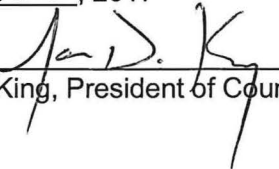
SECTION ONE

THAT, the Safety-Service Director is authorized to award the contract (Exhibit A) for the Challenge Course to Game Time (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 20th day of November, 2017



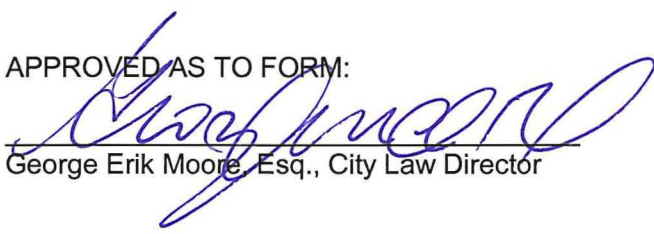
Jason D. King, President of Council

ATTEST:


Joan S. Wurster, Clerk of Council

APPROVED November 20, 2017


Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:


George Erik Moore, Esq., City Law Director



c/o David Williams & Associates, Inc.
P.O. Box 208 Harrison, OH 45030
800-762-7936 Toll Free
330-821-4505 Fax
www.davidwilliamsassociates.com

QUOTE
#48565

09/18/2017

City of Celina - Option 1 - Revision 4 - Challenge Course, 40 Yard Dash & Timing

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

Project #: P22076
Ship To Zip: 45822

Quantity	Part #	Description	Unit Price	Amount
1	13644	Gametime - Pro 5000 - <i>Drawing Name: RCELINA-1-R4</i>	\$93,808.00	\$93,808.00
1	RDU	Gametime - Challenge Course Timing Scorebd & Uprt Package	\$4,978.00	\$4,978.00
1	RDU	Gametime - 40 Yard Dash Scoreboard Pkg (Dbl) & Upright	\$13,120.00	\$13,120.00
1	Turf	GT Impax - 6,235 Sq Ft of Synthetic Turf 60oz w/Infill - <i>4,535 SqFt of Turf Surfacing for the Challenge Course. Includes installation of Turf. Pricing does include compacted stone sub-base. 1,700 SqFt of Turf Surfacing for 40 Yard Dash Includes installation of Turf, Start/Finish Logos, dumpster, and 2" pad. Pricing does include compacted stone sub-base.</i>	\$100,530.00	\$100,530.00
1	RDU	Gametime - Installation of the Above Challengo Course Pro 5000 - <i>Does NOT included any electrical work.</i> <i>By Certified GameTime Installer</i>	\$32,300.00	\$32,300.00

Permits and/or stamped Engineered Drawings are NOT included in the pricing.

City of Celina is responsible for all electrical and concrete curb work.

SubTotal: \$244,736.00
Discount: (\$8,637.66)
Freight: \$2,350.00
Total Amount: \$238,448.34

Contract: USC

Pricing valid for 30 days. Please request a new price after that time. Our quotation is based on shipment of all items at one time to a single destination, unless otherwise noted, and changes are subject to price adjustment.

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.





c/o David Williams & Associates, Inc.
P.O. Box 208 Harrison, OH 45030
800-762-7936 Toll Free
330-821-4505 Fax
www.davidwilliamsassociates.com

QUOTE
#48565

09/18/2017

City of Celina - Option 1 - Revision 4 - Challenge Course, 40 Yard Dash & Timing

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.

US Communities 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.

GameTime Shipping Time: Standard shipping time for GameTime is 21-28 days. Allow an additional 4-7 days for transit.

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.

Installation Terms:

- The above pricing is based on installation over natural earth and does not include any site work, unless otherwise noted on this quote.
- This pricing does not include receiving and storage of the equipment prior to installation.
- Any existing wood chips, asphalt, or playground equipment, in the area where the new structure will be located, must be removed by the owner unless otherwise noted on this quote.
- The play area site would need to be level prior to installation.
- An area will need to be provided for the disposal of excess dirt created when augering holes.
- Access to a dumpster will need to be provided for the disposal of packaging materials.
- The above pricing is based on non-prevailing wage rates.

Please note, you are required by Ohio law to contact "Ohio Utilities Protection Service" at 1-800-362-2764 before any excavation or installation takes place. Because their questions will relate to the location of the site, we ask you to please contact them personally. This should be done within a two week period but not less than four days prior to installation, as they will need 48 hours to mark off the site.

Unitary Rubber Surfacing Installation Terms:

- See product specifications for specific detailed product information, installation information, compliance documentation, and appropriate certifications. Standard warranty included unless otherwise noted.
- Quote is based on the information provided and is subject to change based on final installation unless indicated otherwise, in writing. Any changes or additions to this proposal, will affect pricing.
- Sub-base when provided by others is the responsibility of the owner and/or others. The substrate must meet specifications including drainage and grade requirements.
- There is no demolition or site-work included in the scope of this quote unless noted otherwise above.
- Site access must be a minimum of 25' for trucks and mixer, with no stairs. Irrigation, sprinkler, and/or water systems must be shut off 24 hours before install and remain off until 24 hours after installation is complete.
- Additional charges for downtime/stand-by may be assessed in the event that installation is delayed due to the site not being ready as scheduled or if installation is interrupted for reasons other than those related to weather or general public emergencies.
- Security and waste removal during install and upon completion is the responsibility of the owner, unless noted otherwise above.
- Installations scheduled after 6 months of proposal acceptance may be subject to price adjustments.
- Normal lead time is 4 weeks from order date. However, scheduling and crew deployment is subject to local weather conditions including temperature and precipitation constraints. See appropriate specification for temperature and precipitation constraints.
- The scope of this quote does not include on-site fall attenuation testing, available upon request at additional charge.



c/o David Williams & Associates, Inc.
P.O. Box 208 Harrison, OH 45030
800-762-7936 Toll Free
330-821-4505 Fax
www. davidwilliamsassociates.com

QUOTE
#48565

09/18/2017

City of Celina - Option 1 - Revision 4 - Challenge Course, 40 Yard Dash & Timing

Order Information:

Bill To: _____
Contact: _____
Address: _____
City, State, Zip: _____
Tel: _____
Fax: _____
eMail: _____

Ship To: _____
Contact: _____
Address: _____
City, State, Zip: _____
Tel: _____
Fax: _____
eMail: _____

Acceptance of quotation:

Accepted By (printed): _____
Title: _____
Telephone: _____

Date: _____
P.O. No: _____
Fax: _____

Purchase Amount: **\$238,448.34**

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

Customer Signature

Quote prepared by: Debra Maue

Sales Representative: Kathy Kolanko



ORDINANCE 23-17-O

**AN ORDINANCE REPEALING AND REPLACING CERTAIN PORTIONS OF
ORDINANCE 15-17-O.**

WHEREAS, the City of Celina Council desires to allow the use of "under-speed vehicles," "utility vehicles," and "mini-trucks" (collectively referred to herein as "Multi-Use Vehicles") on designated City streets where the speed limit is thirty-five miles per hour (35MPH) or less; and

WHEREAS, certain portions of Ordinance 15-17-O must be amended, as set forth below.

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

SECTION ONE

THAT, paragraph one (1) of "SECTION ONE" contained within Ordinance 15-17-O, which became effective on August 9, 2017, is hereby amended to read in its entirety as follows: "THAT, subject to the requirements set forth herein, the use of "under-speed vehicles," "utility vehicles," and "mini-trucks" (collectively referred to herein as "Multi-Use Vehicles") shall be permitted on City streets where the speed limit is thirty-five miles per hour (35 MPH) or less", while simultaneously repealing the following language also contained therein: ~~"twenty-five miles per hour (25 MPH) or less."~~

SECTION TWO

THAT, the remaining provisions not modified herein contained within Ordinance 15-17-O remain in full force and effect.

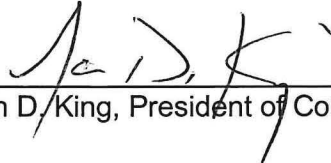
SECTION THREE

THAT, it is the intention of City Council to allow Multi-Use Vehicles on designated city streets where the speed limit is thirty-five miles per hour (35 MPH) or less.

SECTION FOUR

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

PASSED this 27th day of November, 2017



Jason D. King, President of Council

ATTEST:



Joan S. Wurster, Clerk of Council

ORDINANCE 24-17-O

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

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

WHEREAS, the City Planning Commission met on October 19, 2017, 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.

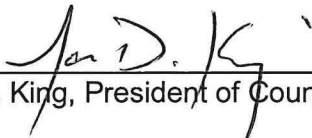
SECTION ONE

THAT, the City Council of the City of Celina, does hereby approve the final plat (Exhibit A) for Wheatland Acres Phase V, 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.

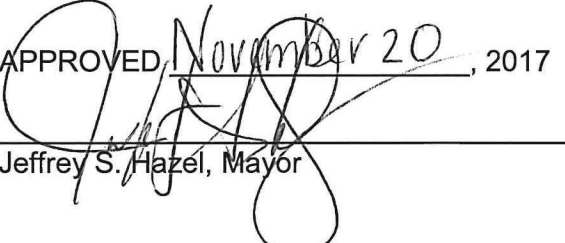
PASSED this 20th day of November, 2017.



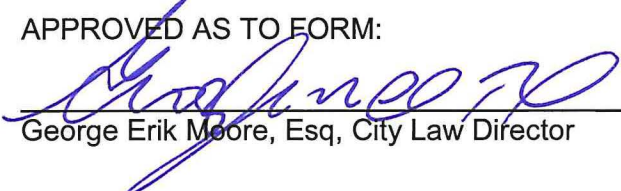
Jason D. King, President of Council

ATTEST:


Joan S. Wurster, Clerk of Council

APPROVED, November 20, 2017


Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:


George Erik Moore, Esq, City Law Director

WHEATLAND ACRES PHASE V

BEING A TRACT OF LAND SITUATED IN THE NORTHWEST 1/4 OF SECTION 36, AND THE EAST 1/2 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 a Iron Pin found at the Southwest Corner of said 22.000 acre tract of land as recorded in Instrument #20160000036 of the Mercer County Recorder's Records, for the TRUE POINT OF BEGINNING;

Thence North 00°03'17" East along the East line of a tract as recorded in Volume 291, Page 95, a distance of four hundred twenty-one and eleven hundredths feet (421.11') to an Iron Pin Set;

Thence North 89°50'31" East a distance of five hundred forty-eight and fifteen hundredths feet (548.15') to an Iron Pin Set;

The following three (3) sides follow the West line of the Remainder of Wheatland Acres Subdivision Section Two as recorded in Plat Cabinet 1, Page 355;

Thence South 00°03'17" West along a distance of two hundred forty-nine and seventy-nine hundredths feet (249.79') to an Iron Pin found;

Thence North 89°50'31" East a distance of thirty-seven and three hundredths feet (37.03') to an Iron Pin found;

Thence South 00°08'00" West a distance of fifty and zero hundredths feet (50.00') to an Iron Pin found;

Thence South 44°56'25" West along the West line of a tract as recorded in Instrument #20110000142, a distance of seventeen and zero hundredths feet (17.00') to an Iron Pin found;

Thence South 00°07'19" West along the West line of a tract as recorded in Instrument #20110000142, a distance of one hundred eight and eighty hundredths feet (108.80') to an Iron Pin found;

Thence South 89°50'58" West along the North line of Farmview Estates Subdivision as recorded in Plat Book 9, Page 24, a distance of twenty-five and zero hundredths feet (25.00') to an Iron Pin found;

Thence South 89°47'15" West along the North line said Farmview Estates Subdivision, a distance of five hundred forty-eight and fifteen hundredths feet (548.15') to the TRUE POINT OF BEGINNING, containing 5.403 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 #20160000056

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

Curve #	Length	Radius	Chord	Chord Bearing	Chord Length
C1	41.23	129.00	21.19	S79°25'42"E	45.97
C2	41.15	129.00	19.09	S59°25'15"E	41.46
C3	21.02	295.00	48.13	N42°28'07"W	20.41
C4	59.26	100.00	29.46	S28°18'21"E	61.33
C5	58.90	50.00	48.20	S10°29'54"E	25.26
C6	44.90	50.00	49.50	S87°31'47"W	15.56
C7	54.32	100.00	51.90	N22°35'19"W	21.43
C8	21.02	295.00	48.13	S20°46'44"E	20.41
C9	20.91	295.00	15.56	S57°20'45"E	20.84
C10	31.82	79.00	24.31	S12°02'14"E	31.58
C11	20.31	100.00	49.28	S29°20'57"E	10.67

COUNTY AUDITOR'S CERTIFICATE
I hereby certify that there are no unpaid taxes on land comprising Wheatland Acres Phase V Subdivision and that this plat was filed for transfer in the office of the Mercer County Auditor this _____ day of _____, 2017.

Mercer County Auditor, Randall E. Crippner

OWNER/DEVELOPER:
SHINN BROTHERS, INC.
540 SUMMIT STREET
CELINA, OHIO 45822
PH 419-336-5000

BASIS OF BEARINGS:
BASIS OF BEARINGS FROM WHEATLAND ACRES SECTION ONE, BY JAMES DEELUN REGISTERED SURVEYOR 77764

I hereby certify that this plat is true and accurate to the best of my knowledge by Craig W. Mescher Registered Surveyor No. 8237, October of 2017, and will be set after consultation of all files.

Craig W. Mescher
Professional Surveyor #8237



DEDICATION
KNOWN ALL MEN BY THESE PRESENTS, That the undersigned owners of the land proposed 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 setbacks hereon 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 a/e/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 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 abovementioned premises. Said easements rights shall include the right without liability therefore to remove trees and landscaping including lawns within and without said easement premises when any 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 excluding any of the purposes of the right-of-way and easement grant. All subsurface 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 _____, 2017.

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 _____, 2017.

Chairman _____

RECORDER'S CERTIFICATE
Received for record this _____ day of _____, 2017
_____ o'clock.
Recorded in Instrument # _____
Filed: _____

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 _____, 2017.

President, City Council _____

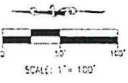
ACCEPTANCE
This Plat of "Wheatland Acres Phase V" to the City of Celina, Ohio has been accepted by the Council of the City of Celina, Ohio Ordinance No. _____ dated this _____ day of _____, 2017.

Subject to all building restrictions, covenants and easements, as shown on this plat, and as recorded in the office of the Mercer County Recorder.

Date _____ Mayor _____

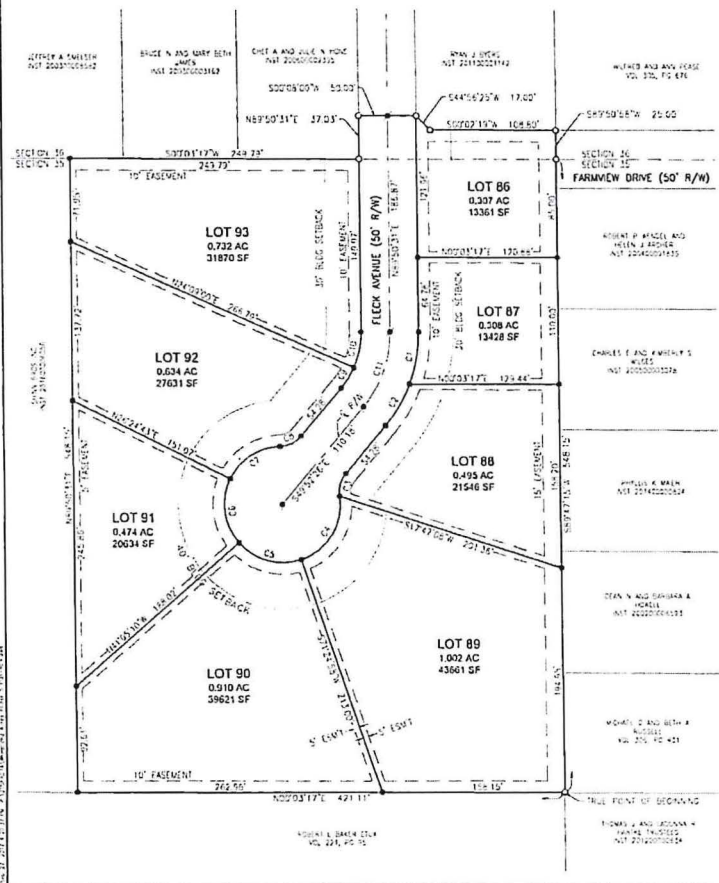
Date _____ Clerk _____

These lots are subject to additional dedications, covenants and restrictions recorded in Official Records Volume _____ Page _____ in the Mercer County Recorder's Office.



GENERAL INFORMATION
NUMBER OF LOTS: 8
TOTAL AREA OF PLAT: 5.403 ACRES
LOT AREA: 4.901 ACRES
STREET RIGHT OF WAY: 0.502 ACRES
ZONING: R-1
EASEMENTS AND BUILDING SETBACK LINES ARE AS SHOWN ON THE PLAT
FRONT SETBACK: 25' AND 40'
SIDE SETBACK: 10'
REAR SETBACK: 25'
SIDE LOT EASEMENTS ARE 5' EACH (10' TOTAL WIDTH) UNLESS OTHERWISE NOTED.

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



DATE PLOTTED: 10/10/2017 10:58:11 AM BY: CWM/MS

ORDINANCE 25-17-O

AN ORDINANCE AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO ENTER INTO A RATE LEVELIZATION ARRANGEMENT FOR THE BENEFIT OF THE CITY OF CELINA, OHIO AND ITS ELECTRIC SYSTEM AND IN CONNECTION THEREWITH TO OBTAIN A RATE LEVELIZATION LOAN IN A PRINCIPAL AMOUNT NOT TO EXCEED \$1,600,000.

WHEREAS, the City of Celina, Ohio (the "City") and American Municipal Power, Inc. ("AMP") have entered into a Master Services Agreement designated as AMP Contract No. C-04-2004-3994 (the "MSA") pursuant to which certain services can be provided pursuant to schedules thereto; and

WHEREAS, because of fluctuations in the cost of power and energy, weather patterns and usage by customers, the City and its customers experience variations in their monthly power costs; and

WHEREAS, such variations increase the difficulty of projecting cash flow needs for the City's electric system (the "System") and can cause unpredictable and undesirable variations in consumers' bills; and

WHEREAS, AMP has established a Rate Levelization Program (the "Program") to assist its members to lessen their volatility in cash flow due to fluctuations in monthly power supply costs and to smooth their customers' monthly bills; and

WHEREAS, the City wishes to participate in the Program.

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

SECTION ONE

THAT, the City shall participate in the Program, upon the terms and conditions as set forth in a Rate Levelization Schedule to the MSA (the "Schedule"), in substantially the form attached hereto and made a part hereof as Exhibit A.

SECTION TWO

THAT, as set forth in the Schedule, in order to provide the City with a levelized power supply cost during the power delivery period from January 1, 2018 through December 31, 2022, AMP will loan the city up to \$1,600,000. Such loan will be on the terms and conditions as set forth in a Draw to Term Loan Agreement (the "Loan Agreement") and evidenced by a Promissory Notes (the "Promissory Note"), each substantially in the form attached hereto and made a part hereof as Exhibit B. The loan shall be repayable solely from the net revenues of the System.

SECTION THREE

THAT, the Safety-Service Director is authorized to execute and deliver, on behalf of the City, the Schedule, the Loan Agreement and the Promissory Note substantially in the form of the Schedule, the Loan Agreement and the Promissory Note attached to this Ordinance and made a part hereof as Exhibit B with such changes thereto as may be mutually agreed upon by AMP and the City.

SECTION FOUR

THAT, the Promissory Note is secured by the revenues of the System on a parity basis with the City's current or future obligations to AMP.

SECTION FIVE

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 this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION SIX

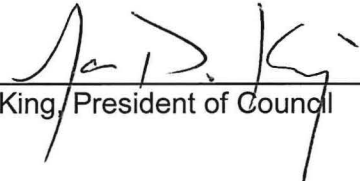
NOW, therefore, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 27th day of November, 2017

ATTEST:




Joan S. Wurster, Clerk of Council



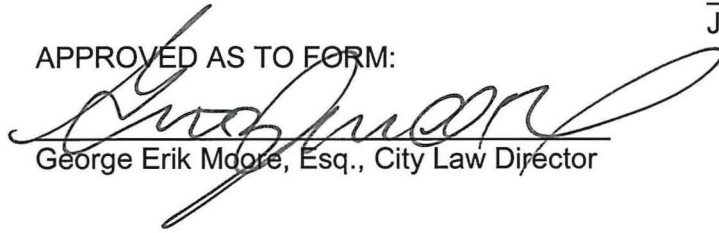
Jason D. King, President of Council

APPROVED November 27, 2017



Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:



George Erik Moore, Esq., City Law Director

AMP Contract No. 2018-004155-SCHED

**CITY OF CELINA
RATE LEVELIZATION SCHEDULE
A Schedule
to
American Municipal Power, Inc,
and
City of Celina, Ohio
Master Services Agreement No. C-4-2004-3994**

WHEREAS, the City of Celina, Ohio (“Municipality”) and American Municipal Power, Inc. (“AMP” and together with Municipality, the “Parties”) have entered into a Master Services Agreement under which certain services may be provided under schedules thereto;

WHEREAS, because of fluctuations in the cost of power and energy, weather patterns, and usage by customers, AMP Member communities, including the Municipality and its customers, experience variations in their monthly power costs;

WHEREAS, such variations increase the difficulty of projecting cash flow needs for the Municipality’s electric utility and can cause unpredictable and undesirable variations in consumers’ bills, and are therefore undesirable from a management standpoint; and

WHEREAS, the establishment of a rate levelization fund would lessen the variations in cash flow for the Municipality and smooth its customers’ bills, and AMP is willing to administer such a fund as a service to Municipality in accordance with the terms of this Rate Levelization Schedule (this “Schedule”).

NOW, THEREFORE, in consideration of the conditions, terms and covenants hereinafter contained, the Parties hereto do hereby mutually agree as follows:

**ARTICLE I
TERM**

SECTION 101 - TERM: Subject to the conditions contained herein, this Schedule shall be for a term beginning on January 1, 2018 (“Effective Date”) and ending January 31, 2023.

SECTION 102 – OPTIONAL TERMINATION: The Municipality may terminate this Schedule prior to December 31, 2022 upon ninety (90) days’ written notice to AMP. AMP may terminate this Schedule with no less than ninety (90) days’ written notice should AMP in good faith, determine it cannot continue to provide necessary funds to the Municipality hereunder to support the stabilization contemplated herein. In the event of early termination, (i) AMP shall cause the return to the Municipality of all funds held for the credit of the Municipality under this program no later than the termination date or (ii) any amount owed by the Municipality to AMP will be paid in full no later than the termination date.

SECTION 103 – REVISED TERM: The term of this Schedule may be revised upon mutual agreement of the parties hereto.

ARTICLE II **RATE LEVELIZATION LOAN**

SECTION 201 - ESTABLISHMENT OF FUND: AMP has established the AMP Rate Levelization Fund (the "Fund"). The Fund is held in trust for the benefit of AMP Members who choose to participate therein, pursuant to a Trust Agreement dated as of September 1, 2012 (the "Trust Agreement") between AMP and U.S. Bank National Association, as trustee.

In order to provide a stabilized Power Supply Cost during the term hereof, the Municipality hereby agrees to participate in AMP's rate stabilization program by making deposits to the Fund on the terms and conditions contained in this Schedule.

Funds deposited by the Municipality hereunder are restricted to use for the benefit of the Municipality, as further specified herein and in the Trust Agreement.

The Municipality has reviewed the Trust Agreement and consents to its terms. AMP agrees that it will not make any changes to the Trust Agreement which have a material adverse effect on the Municipality without the Municipality's prior written consent.

SECTION 202 – CREDITS FROM FUND: In order to provide the Municipality with a Levelized Power Supply Cost during the power delivery period from January 1, 2018 through December 31, 2022, AMP will loan Municipality an amount equal to the dollars shown in the table listed in Appendix A. The monthly loan amount will be included in the AMP monthly power invoice to the Municipality as a credit. The first credit will be on the January 2018 power bill invoiced in February 2018.

SECTION 203 - DEPOSITS INTO FUND: During the power delivery period January 1, 2020 through December 31, 2022, the Municipality will make deposits to the Fund according to the deposit schedule shown on Appendix A. Each monthly payment set forth in Appendix A shall be a "Target Amount." The monthly deposit amount will be included in the AMP monthly power invoice to the Municipality. The first charge will be on the January 2020 power bill invoiced in February 2020.

Upon receipt of such amount(s) from the Municipality, AMP will deposit the same into the appropriate account under the Trust Agreement and will cause the same to be applied as provided in this Schedule. The Trust Agreement provides that the Municipality's funds on deposit in Trust Agreement accounts will be invested in compliance with the requirements for investment of the Municipality's funds contained in Chapter 135 of the Ohio Revised Code.

AMP's interest will be based on the actual cost of borrowing the funds from AMP's line of credit plus any adder that is charged in accordance with AMP's Line of Credit Policy dated March 17, 2016 (including but not limited to any adder for credit scoring below 85)

and will vary on a monthly basis.

Any final loan true-up payment needed to fully repay Municipality, or to repay AMP for any shortfall advanced by AMP, will be included in the invoice for December 2022 power delivery invoiced in January 2023.

An approximate loan schedule is included in Appendix A. In the event that any month is owed to AMP, AMP's interest plus associated carrying charges will be based on the actual cost of AMP's line of credit and will vary on a monthly basis.

ARTICLE IV
ADMINISTRATIVE COSTS

SECTION 401 - ADMINISTRATIVE COSTS: AMP shall be compensated for its services hereunder for costs incurred in conjunction with the Rate Levelization Fund Program as follows:

- A. A reimbursement of the cost to AMP for direct expenses and personnel related to AMP's performance of its obligations hereunder; plus,
- B. A reasonable allocation of the cost to AMP for overhead related to AMP's personnel's performance of its obligations hereunder.

AMP shall render an invoice for such services in the month of December each year to Members participating in the Rate Levelization Fund Program. The invoice shall be due and payable not less than ten (10) days after the date of invoice but shall not be before the 25th day of the month in which the invoice is rendered.

ARTICLE V
MISCELLANEOUS

SECTION 501 – AMENDMENTS OR MODIFICATIONS:

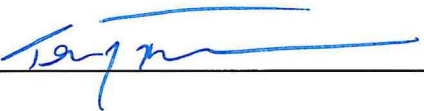
- A. In addition to any amendments required by the Loan Agreement, Appendix A may be amended by mutual written agreement of the Parties to adjust the loan deposit, credit and repayment schedule based on updated power cost projections. In the event that Appendix A is amended, the loan balance shall still be fully paid to AMP by Municipality no later than December 31, 2022.
- B. This Schedule may not be modified or amended orally, and may be modified or amended only as provided herein or with the written consents of both parties hereto. This Schedule inures to the benefit of each Party, its successors and assigns and it is binding upon each Party, its successors and assigns.

SECTION 502 – SUBACCOUNT STATEMENTS: AMP shall make, or shall cause the Trustee to make, a report of the balance in the Municipality’s subaccount under the Trust Agreement to the Municipality periodically, but in no event less than annually.

SECTION 503 – LOAN AGREEMENT: The Draw to Term Loan Agreement (“Loan Agreement”) between AMP and Municipality dated as of October __, 2017 is incorporated by reference and is made a part hereof as if fully rewritten herein.

CITY OF CELINA, OHIO

APPROVED AS TO FORM:

By: 

By: _____
Municipal Legal Advisor

Title: Safety-Service Director

Date: 11/28/17

Date: _____

AMERICAN MUNICIPAL POWER, INC.

APPROVED AS TO FORM:

By: _____
Marc S. Gerken, P.E.
President/CEO

By: _____
Lisa G. McAlister
Sr. Vice President & General
Counsel for Regulatory Affairs

Date: _____

Date: _____

APPENDIX A – FUND DEPOSIT SCHEDULE

**CITY OF CELINA RATE LEVELIZATION FUND
LOAN SCHEDULE**

<u>Month (1)</u>	<u>Payment from AMP to Municipality (2)</u>	<u>Monthly Interest Expense (Est)</u>	<u>Monthly Interest Billing (Est)</u>	<u>Accumulated Loan Balance</u>	<u>Estimated Annual Interest Rate:</u>
Jan-18	\$ 126,750.00	\$ -		\$ 126,750.00	2.76%
Feb-18	\$ 126,750.00	\$ 291.53	\$ (291.53)	\$ 253,500.00	2.76%
Mar-18	\$ 126,750.00	\$ 583.05	\$ (583.05)	\$ 380,250.00	2.76%
Apr-18	\$ 126,750.00	\$ 874.58	\$ (874.58)	\$ 507,000.00	2.76%
May-18	\$ 126,750.00	\$ 1,166.10	\$ (1,166.10)	\$ 633,750.00	2.76%
Jun-18	\$ 126,750.00	\$ 1,457.63	\$ (1,457.63)	\$ 760,500.00	2.76%
Jul-18	\$ 126,750.00	\$ 1,749.15	\$ (1,749.15)	\$ 887,250.00	2.76%
Aug-18	\$ 126,750.00	\$ 2,040.68	\$ (2,040.68)	\$ 1,014,000.00	2.76%
Sep-18	\$ 126,750.00	\$ 2,332.20	\$ (2,332.20)	\$ 1,140,750.00	2.76%
Oct-18	\$ 126,750.00	\$ 2,623.73	\$ (2,623.73)	\$ 1,267,500.00	2.76%
Nov-18	\$ 126,750.00	\$ 2,915.25	\$ (2,915.25)	\$ 1,394,250.00	2.76%
Dec-18	\$ 126,750.00	\$ 3,206.78	\$ (3,206.78)	\$ 1,521,000.00	2.76%
Jan-19	\$ 4,500.00	\$ 4,182.75	\$ (4,182.75)	\$ 1,525,500.00	3.30%
Feb-19	\$ 4,500.00	\$ 4,195.13	\$ (4,195.13)	\$ 1,530,000.00	3.30%
Mar-19	\$ 4,500.00	\$ 4,207.50	\$ (4,207.50)	\$ 1,534,500.00	3.30%
Apr-19	\$ 4,500.00	\$ 4,219.88	\$ (4,219.88)	\$ 1,539,000.00	3.30%
May-19	\$ 4,500.00	\$ 4,232.25	\$ (4,232.25)	\$ 1,543,500.00	3.30%
Jun-19	\$ 4,500.00	\$ 4,244.63	\$ (4,244.63)	\$ 1,548,000.00	3.30%
Jul-19	\$ 4,500.00	\$ 4,257.00	\$ (4,257.00)	\$ 1,552,500.00	3.30%
Aug-19	\$ 4,500.00	\$ 4,269.38	\$ (4,269.38)	\$ 1,557,000.00	3.30%
Sep-19	\$ 4,500.00	\$ 4,281.75	\$ (4,281.75)	\$ 1,561,500.00	3.30%
Oct-19	\$ 4,500.00	\$ 4,294.13	\$ (4,294.13)	\$ 1,566,000.00	3.30%
Nov-19	\$ 4,500.00	\$ 4,306.50	\$ (4,306.50)	\$ 1,570,500.00	3.30%
Dec-19	\$ 4,500.00	\$ 4,318.88	\$ (4,318.88)	\$ 1,575,000.00	3.30%
Jan-20	\$ (20,700.00)	\$ 4,659.38	\$ (4,659.38)	\$ 1,554,300.00	3.55%
Feb-20	\$ (20,700.00)	\$ 4,598.14	\$ (4,598.14)	\$ 1,533,600.00	3.55%
Mar-20	\$ (20,700.00)	\$ 4,536.90	\$ (4,536.90)	\$ 1,512,900.00	3.55%
Apr-20	\$ (20,700.00)	\$ 4,475.66	\$ (4,475.66)	\$ 1,492,200.00	3.55%
May-20	\$ (20,700.00)	\$ 4,414.43	\$ (4,414.43)	\$ 1,471,500.00	3.55%
Jun-20	\$ (20,700.00)	\$ 4,353.19	\$ (4,353.19)	\$ 1,450,800.00	3.55%
Jul-20	\$ (20,700.00)	\$ 4,291.95	\$ (4,291.95)	\$ 1,430,100.00	3.55%
Aug-20	\$ (20,700.00)	\$ 4,230.71	\$ (4,230.71)	\$ 1,409,400.00	3.55%
Sep-20	\$ (20,700.00)	\$ 4,169.48	\$ (4,169.48)	\$ 1,388,700.00	3.55%
Oct-20	\$ (20,700.00)	\$ 4,108.24	\$ (4,108.24)	\$ 1,368,000.00	3.55%
Nov-20	\$ (20,700.00)	\$ 4,047.00	\$ (4,047.00)	\$ 1,347,300.00	3.55%
Dec-20	\$ (20,700.00)	\$ 3,985.76	\$ (3,985.76)	\$ 1,326,600.00	3.55%
Jan-21	\$ (74,300.00)	\$ 4,200.90	\$ (4,200.90)	\$ 1,252,300.00	3.80%
Feb-21	\$ (74,300.00)	\$ 3,965.62	\$ (3,965.62)	\$ 1,178,000.00	3.80%
Mar-21	\$ (74,300.00)	\$ 3,730.33	\$ (3,730.33)	\$ 1,103,700.00	3.80%
Apr-21	\$ (74,300.00)	\$ 3,495.05	\$ (3,495.05)	\$ 1,029,400.00	3.80%
May-21	\$ (74,300.00)	\$ 3,259.77	\$ (3,259.77)	\$ 955,100.00	3.80%
Jun-21	\$ (74,300.00)	\$ 3,024.48	\$ (3,024.48)	\$ 880,800.00	3.80%
Jul-21	\$ (74,300.00)	\$ 2,789.20	\$ (2,789.20)	\$ 806,500.00	3.80%
Aug-21	\$ (74,300.00)	\$ 2,553.92	\$ (2,553.92)	\$ 732,200.00	3.80%
Sep-21	\$ (74,300.00)	\$ 2,318.63	\$ (2,318.63)	\$ 657,900.00	3.80%
Oct-21	\$ (74,300.00)	\$ 2,083.35	\$ (2,083.35)	\$ 583,600.00	3.80%
Nov-21	\$ (74,300.00)	\$ 1,848.07	\$ (1,848.07)	\$ 509,300.00	3.80%
Dec-21	\$ (74,300.00)	\$ 1,612.78	\$ (1,612.78)	\$ 435,000.00	3.80%
Jan-22	\$ (36,600.00)	\$ 1,468.13	\$ (1,468.13)	\$ 398,400.00	4.05%
Feb-22	\$ (36,600.00)	\$ 1,344.60	\$ (1,344.60)	\$ 361,800.00	4.05%
Mar-22	\$ (36,600.00)	\$ 1,221.08	\$ (1,221.08)	\$ 325,200.00	4.05%
Apr-22	\$ (36,600.00)	\$ 1,097.55	\$ (1,097.55)	\$ 288,600.00	4.05%
May-22	\$ (36,600.00)	\$ 974.03	\$ (974.03)	\$ 252,000.00	4.05%
Jun-22	\$ (36,600.00)	\$ 850.50	\$ (850.50)	\$ 215,400.00	4.05%
Jul-22	\$ (36,600.00)	\$ 726.98	\$ (726.98)	\$ 178,800.00	4.05%
Aug-22	\$ (36,600.00)	\$ 603.45	\$ (603.45)	\$ 142,200.00	4.05%
Sep-22	\$ (36,600.00)	\$ 479.93	\$ (479.93)	\$ 105,600.00	4.05%
Oct-22	\$ (36,600.00)	\$ 356.40	\$ (356.40)	\$ 69,000.00	4.05%
Nov-22	\$ (36,600.00)	\$ 232.88	\$ (232.88)	\$ 32,400.00	4.05%
Dec-22	\$ (32,400.00)	\$ 109.35	\$ (109.35)	\$ (0.00)	4.05%

(1) Month means month of power delivery.
(2) Negative means payment from Municipality to AMP
December 2022 payment is estimated. Actual payment will include final loan true-up payment needed to fully repay AMP.

**\$1,600,000 MAXIMUM PRINCIPAL AMOUNT
DRAW TO TERM LOAN AGREEMENT**

Between

CITY OF CELINA, OHIO

and

AMERICAN MUNICIPAL POWER, INC.

Dated as of January 1, 2018

DRAW TO TERM LOAN AGREEMENT

This Draw to Term Loan Agreement (the "Agreement") for a maximum principal amount of \$1,600,000, is between the City of Celina, Ohio ("Celina" or the "City"), a city and political subdivision of the State of Ohio, whose address is 225 North Main Street, Celina, Ohio 45822 and American Municipal Power, Inc. ("AMP"), a corporation not for profit organized and existing under the laws of the State of Ohio, whose address is 1111 Schrock Road, Suite 100, Columbus, Ohio 43229. It is dated as of the 1st day of January, 2018.

I. RECITALS

A. Celina has the power to enter into this transaction pursuant to the provisions of Article XVIII, Sections 3 and 4 of the Ohio Constitution, and the applicable provisions of the Ohio Revised Code. AMP has the power to enter into this transaction pursuant to the provisions of Chapter 1702 of the Ohio Revised Code.

B. Celina wishes to participate in the AMP Rate Stabilization Program (the "Program") in order to lessen the City's variation in cash flow due to fluctuations in its monthly power supply costs and to smooth its customers' bills.

C. Celina and AMP have entered into a Master Services Agreement designated as AMP Contract No. C-4-2004-3994 (the "MSA") pursuant to which certain services can be provided pursuant to schedules thereto.

D. Celina and AMP have entered into a schedule to the MSA (the "Schedule") for a term beginning on January 1, 2018 through January 31, 2023, which sets forth the terms of the City's participation in the Program. The Schedule is attached hereto as Exhibit C.

E. As set forth in Article II of the Schedule, in order to provide the City with a stabilized power supply cost during the power delivery period set forth in the Schedule, AMP will loan Celina up to the principal amount of \$1,600,000. This Agreement contains the terms and conditions by which such loan will be provided.

II. TERMS OF LOAN

A. AMP will, upon the terms and conditions of this Agreement, lend to Celina the principal amount of not to exceed \$1,600,000. The loan shall be made over time in installments on a monthly basis, via credit to the City's monthly power bill, commencing on the date and in the amounts as set forth in Appendix A to the Schedule.

The loan principal amount shall not at any point exceed \$1,600,000 and will be repaid by the City as shown in the table set forth in Appendix A to the Schedule, with the last payment to be made no later than January 31, 2023. Any interest on the outstanding balance will be paid monthly. The final loan true-up payment needed to fully repay AMP will be included in the invoice for December 2022 power delivery invoiced in January 2023. The monthly loan repayment amount (including interest and carrying charges) will be included in the AMP monthly power invoice to the City.

The interest rate on the loan and the associated carrying charges will be based on AMP's actual cost of borrowing the funds from AMP's line of credit (the "Credit Line"), plus the member credit score risk adder, if any, as set forth in AMP's Line of Credit Policy, dated March 17, 2016 (the "Policy") and shall adjust monthly. The interest rate calculation methodology and examples thereof see attached hereto as Exhibit A. In the event of a conflict between this Agreement and the Policy, the terms of this Agreement shall control. The monthly carrying charges set forth in Appendix A to the Schedule are based upon estimates of the interest rate and costs associated with AMP utilizing its Credit Line to provide the loan to the City and are for illustration purposes only. The City's monthly repayment amounts will be based upon the actual interest rate and carrying charges incurred by AMP, plus any adder pursuant to the Policy, which will be adjusted on a monthly basis. While it is assumed by the parties that AMP will utilize its Credit Line to provide the loan to Celina, AMP, in its sole discretion, may utilize revenue bonds, bond anticipation notes, bank loans or other evidences of indebtedness, to finance the loan to the City on the most economically favorable terms available given the prevailing market conditions at the time.

If AMP is unable through its best efforts to access its Credit Line or other methods of financing the loan, AMP may immediately withhold further disbursements of loan funds and, upon

ninety (90) days written notice to the City, declare all amounts due under this Agreement, the Schedule and/or the Promissory Note, to be immediately due and payable to AMP.

Appendix A to the Schedule shall be amended from time to time upon the mutual written agreement of the City and AMP to adjust the loan and repayment schedule based on updated power cost projections and to reflect the actual interest rate and carrying charges incurred. In the event that Appendix A to the Schedule is amended, the loan balance shall still be fully paid to AMP by Celina no later than January 31, 2023.

In further evidence of its obligation to pay the principal amount of the loan, plus all interest accrued and associated carrying costs, Celina will execute and deliver a promissory note in substantially the form attached hereto as Exhibit B (the "Promissory Note").

The loan shall be repayable by the City as an operating and maintenance expense ("O&M Expense") of the City's electric system (the "System") payable solely from the revenues of the System.

B. Upon sixty (60) days written notice to AMP, the City may request that AMP use its best efforts to refinance the outstanding amount of the loan through the issuance of long-term fixed rate bonds or notes issued in anticipation of such bonds on behalf of the City. If AMP is unable to obtain a commitment from a lender or lenders to purchase or place the bonds or notes, the loan shall remain outstanding and the City shall continue to be obligated to make payments as set forth in Appendix A to the Schedule.

C. The obligation of Celina to make payments on the Promissory Note as an O&M Expense of the System from the revenues of the System shall be absolute and unconditional without defense or set-off by reason of any default by AMP under this Agreement or under any other agreement between Celina and AMP for any other reason, including without limitation, any acts or circumstances that may constitute failure of consideration, destruction of or damage to the System, commercial impracticability or frustration of purpose, or failure of AMP to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Agreement or the Schedule, it being the intention of the parties that the payments required hereunder will be paid in full when due without any delay or diminution

whatsoever, but solely from the revenues of the System. Nothing herein or in the Promissory Note contained shall obligate the City to make payment from any other sources and neither the general resources nor credit of the City is pledged for the payment of the City's obligation hereunder or as evidenced by the Promissory Note.

III. REPRESENTATIONS AND WARRANTIES

Each of the parties to this Agreement represents to the other that:

1. it has full power and authority to enter into the transactions described herein;
2. it has full power and authority to execute and deliver this Agreement and the Schedule, and to perform the obligations as contemplated in each;
3. it has duly authorized the execution of this Agreement and the Schedule;
4. each of this Agreement, the Schedule and, in the case of Celina, the Promissory Note, is a valid and binding obligation of each of the parties thereto and enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws in effect from time to time affecting the enforceability of creditors' rights generally or by general principles of equity; and
5. there are no pending or threatened legal proceedings which would affect its ability to enter into this Agreement, the Schedule or perform the obligations described in each.
6. In accounting for the loan and its repayment, the City shall comply with the generally accepted accounting principles as adopted by the Governmental Accounting Standards Board or other applicable authority.

IV. COVENANTS

A. Future Debt Issuances. If Celina issues or incurs additional debt which is secured by the revenues of its System, it will take such steps as are necessary in structuring such future issues to assure that no lien on such revenues is superior to AMP's rights under this Agreement or such previous agreements evidencing the City's obligations to AMP as set forth in Section II A hereof. Nothing in this paragraph is intended to prevent the issuance of debt which has a parity or subordinate claim on System revenues.

B. Insurance; Casualty; Eminent Domain. Celina will keep or cause to be kept, the System insured by a hazard insurance policy in an amount not less than \$1,600,000 with AMP named as loss payee. In the event of failure to obtain such insurance by Celina, AMP may obtain such insurance and the costs thereof shall be due and payable immediately, or on demand, at the option of AMP, and shall be secured by this Agreement. If the System or any part thereof is condemned under any power of eminent domain, or if the System or any part thereof is damaged or destroyed, the damages, proceeds and consideration for the acquisition, damage or destruction shall be applied by Celina in payment of any sums secured by this Agreement, or to the restoration or replacement of any damaged property, without in any way affecting the obligation of Celina for payment of any sums now or hereafter secured hereby.

C. Maintenance and Repair. Celina shall keep and maintain or cause to be kept and maintained in good repair and condition the System and shall not permit or commit waste of the System.

D. Protection of the System. Celina shall pay or cause to be paid on demand such expenses and fees as may be incurred by AMP in the protection of the System and the maintenance of the lien of this Agreement. Such expenses and fees shall be secured by this Agreement.

E. Special Covenants. Celina represents and agrees that:

1. It will provide to AMP its quarterly Electric Fund financial statements no later than 45 days following the last day of each calendar quarter.

2. It will provide to AMP its annual Electric Fund financial statements (which shall be audited statements in years in which an audit is performed) no later than 180 days following December 31 of each year.

3. It will set and maintain rates and power clause adjustment factors, and will regulate expenses, for the System such that for each year the excess of revenues over operating and maintenance expenses is at least 110% of principal and interest cost on all of its debt (including the debt evidenced by this Agreement) relating to the System. Principal and interest cost on the debt evidenced by this Agreement shall be calculated for any year by using the actual amount of principal paid for that year, plus the actual amount of interest paid for that year. Notwithstanding the foregoing, if Celina is obliged by any trust indentures to maintain a coverage ratio greater than 110%, it shall comply with the provisions of such indentures so long as they remain in effect.

If Celina fails to meet the above tests for any fiscal year, it must notify AMP and immediately employ an engineer knowledgeable about the operation of municipal electric systems and rate studies applicable thereto to prepare a written report containing recommendations for rates and charges of the System and improvements or changes in operation of the System in order to bring Celina back into compliance. The report and recommendations must be filed with AMP. Celina must implement the recommendations of the engineer within ninety (90) days of receipt of the report.

4. It will maintain at all times, beginning January 1, 2018, as working capital for its electric operating fund, cash in the amount of at least one-half (1/2) of the previous year's System operating and maintenance expenses less the cost of generation plus purchased power, as shown on the System's financial statements (which shall be audited statements in years in which an audit is performed); provided Celina has in place a purchased power cost adjustment which fully recovers the cost of generation and purchased power. Should Celina cease to utilize a purchased power cost adjustment, the working capital requirement calculation

shall include at least one-half (1/2) of the previous year's System operating and maintenance expenses including the cost of generation plus purchased power to determine the cash requirement to be maintained by Celina. If in any year working capital falls below the amount required by this paragraph, Celina shall restore its working capital to the level required by this paragraph by the end of the calendar year in which noncompliance occurs. Celina will recover all purchased power expenses either through base rates or its purchased power cost adjustment.

5. It will pay all invoices due to AMP within the terms and conditions of payment of such invoices.

V. DEFAULT; REMEDIES

A. Default; Remedies. In the event of default in the payment of any of the sum or sums now or hereafter secured hereby, or in the performance of any of the covenants and conditions of this Agreement or the Schedule; or in the event Celina shall for any reason be rendered incapable of fulfilling its obligations hereunder; or final judgment for the payment of money shall be rendered against Celina which adversely affects its ownership, control or operation of the System, and any such judgment shall not be discharged within sixty (60) days from the entry thereof or an appeal shall not be taken therefrom or from the order, decree or process upon which, or pursuant to which, such judgment shall have been granted, or entered, in such manner as to stay the execution of or levy under, such judgment, order, decree, or process or the enforcement thereof; or any proceeding shall be instituted with the consent or acquiescence of Celina for the purpose of effecting a composition between Celina and its creditors, or for the purpose of adjusting the claims of such creditors pursuant to any Federal or State statute now or hereafter enacted, if the claims of such creditors are under any circumstances payable from the System; or if (a) Celina is adjudged insolvent by a court of competent jurisdiction which assumes jurisdiction of the System, or (b) an order, judgment or decree be entered by any court of competent jurisdiction appointing, without the consent of Celina, a receiver or trustee of Celina or of the whole or any part of the System and any of the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within sixty (60) days from the date of entry thereof; or if Celina shall file a petition or answer seeking reorganization or any arrangement under the Federal bankruptcy laws or any other

applicable law or statute of the United States of America or any state thereof, which would place jurisdiction of the System in other than Celina; then at the sole option of AMP, by a notice in writing to Celina, and in addition to any other right or remedy which AMP may now or hereafter have by law, AMP shall have the right and power to (i) withhold further disbursements of loan funds, (ii) upon ninety (90) days written notice to the City accelerate the final payment date and demand payment in full of all sums due and owing this Agreement, the Schedule and/or the Promissory Note, and/or (iii) apply for the appointment of a receiver of rents, income and profits of the System received or receivable by Celina as a matter of right and as security for the amounts due AMP without consideration of the value of the System, or the solvency of any person or persons liable for the payment of such amounts, the rents, income and profits of the System received or receivable by Celina being hereby assigned by Celina to AMP as security for payment of the sum or sums now or hereafter secured hereby.

Anything in the foregoing to the contrary notwithstanding, if at any time before the entry of final judgment or decree in any suit, action or proceeding instituted by AMP on account of default as defined above, or before the completion of the enforcement of any other remedy under this Agreement, Celina shall pay the principal of all sum or sums now or hereafter secured hereby, then payable by their stated terms, whether by maturity or prior redemption, and all arrears of interest, if any, upon said sums then outstanding and the charges, compensation, expenses, disbursements, advances and liabilities of AMP, and all other amounts then payable by Celina hereunder, and every other default of which AMP has notice shall have been remedied to the satisfaction of AMP, then and in every such case AMP shall rescind and annul the declaration of default and its consequences, but no such rescission or annulment shall extend to or affect any subsequent default or impair any right consequent thereon.

B. Indulgence or Waiver. In the event AMP grants an extension of time on any payments of the sums secured by this Agreement; takes other or additional security for the payment thereof; or waives or fails to exercise any right granted herein, said act or omission shall not release Celina, its successors or assigns, under any covenant of this Agreement, nor preclude AMP from exercising any right, power or privilege herein granted or intended to be granted in the event of any other default then made or any subsequent default.

VI. MISCELLANEOUS

A. Severability. In the event that any provision or clause of this Agreement conflicts with applicable law, such conflict shall not affect other provisions or clauses of this Agreement which can be given effect without the conflicting provision or clause, and to this end the provisions and clauses of this Agreement are declared to be severable.

B. Notice. All notices, demands and requests hereunder shall be in writing and shall be deemed to have been properly given if sent by United States first class, certified or registered mail, an overnight delivery service or by personal service to the addresses for Celina and AMP set forth at the beginning of this Agreement, or at such other addresses as the parties shall from time to time designate by written notice as required herein.

C. Miscellaneous. This Agreement may not be modified, amended or terminated orally, and may be modified, amended or terminated only as provided herein or with the written consents of both parties hereto. This Agreement inures to the benefit of AMP, its successors and assigns and it is binding upon Celina, its successors and assigns.

Now if Celina shall perform the foregoing covenants and conditions, this Agreement shall become void and shall be released by AMP, at the cost and expense of Celina; otherwise this Agreement is to be in full force and effect.

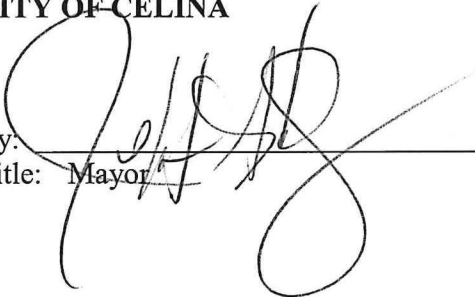
IN WITNESS WHEREOF, this Agreement has been duly executed by AMP and Celina, by their duly authorized officers, as of this 1st day of January, 2018.

AMERICAN MUNICIPAL POWER

By: _____
Title: Senior Vice President of Finance and Chief
Financial Officer

CITY OF CELINA

By: _____
Title: Mayor



This instrument prepared by:

Thomas A. Wilson, Esq.
DINSMORE & SHOHL LLP
191 W. Nationwide Blvd., Suite 300
Columbus, Ohio 43215

11724157/TAW/ct

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

Before me, a Notary Public in and for said County, personally appeared the above named Marcy J. Steckman, known to me to be the Senior Vice President of Finance and Chief Financial Officer of American Municipal Power, Inc., a corporation not for profit, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed as such officer, and the free act and deed of said corporation as authorized by the Board of Trustees of the Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Columbus, Ohio this _____ day of _____, _____.

Notary Public

My commission expires:

[NOTARY SEAL]

STATE OF OHIO)
) SS:
COUNTY OF Mercer)

Before me, a Notary Public in and for said County, personally appeared the above named Jeffrey Hazel, known to me to be the Mayor of the City of Celina, a municipal corporation, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed as such officer, and the free act and deed of said municipal corporation as authorized by the Council of the City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Celina, Ohio this 27th day of November, 2017.

Kari Fox

Notary Public

My commission expires:



KARI FOX
Notary Public, State of Ohio
My Commission Expires Oct. 10, 2021

EXHIBIT A
INTEREST RATE CALCULATION METHODOLOGY

Line of Credit Rates – for Eurodollar Borrowing (AMP's rate)

Level	Ratings (Moody's/S &P, Fitch)	Interest Coverage Ratio (as stated in Line of Credit Agreement)	Charged Rate *
I	Moody's A3 or S&P's A- or better	Greater than or equal to 5.0 to 1.0	Libor (.4375%) + .875% = 1.3125%
II	Moody's Baa2 or S&P's BBB or better	Less than 5.0 to 1.0, but Greater than or equal to 3.0 to 1.0	Libor (.4375%) + 1.07% = 1.5075%
III	Moody's less than Baa2 or S&P's less than BBB	Less than 3.0 to 1.0	Libor (.4375%) + 1.15% = 1.5875%

1. *** NOTE** - For example purposes – Libor rate is .4375% (which is LOC's Libor rate)
2. Current AMP rate – Level 1
3. The pricing can change periodically based on Market trends and when the Line of Credit is renewed and will be applied to all rates
4. Libor rate is the current rate charged by the Line of Credit Administrator which follows closely to the LIBOR rate published daily in the Wall Street Journal. The Libor rate is set for the term of the payment borrowing (30, 60, or 90 days)
5. Eurodollar Spread is based on the Pricing Levels in the Line of Credit Agreement

Member Credit Scoring Scale

Scoring Scale	Grade	Description	Line of Credit - Level	Risk Adder	Charged Rate*
85 – 100	A	Upward Performance	I	None	1.3125% (a)
70 – 84	B	Good Performance	II	.15%	1.6575% (b)
60 – 69	C	Average Performance	III	.25%	1.8375% (c)
50 – 59	D	Under Performance	III	.50%	2.0875% (d)
Below 50	F	Failed	III	1.00%	2.5875% (e)

1. ***NOTE** – the Charged Rate above is used for informational purposes and will be changed based on the current Libor Rate in the Line of Credit
 - a. 1.3125% + no adder = 1.3125% (example)
 - b. 1.5075% + .15% adder = 1.6575% (example)
 - c. 1.5875% + .25% adder = 1.8375% (example)
 - d. 1.5875% + .50% adder = 2.0875% (example)
 - e. 1.5875% + 1.00% adder = 2.5875% (example)
2. Grade A is the Current AMP Rate (example)
3. For example purposes – LOC Libor rate is .4375%
4. The pricing can change periodically based on Market trends and when the Line of Credit is renewed and will be applied to all rates

Scoring for Joint Action Agency Members

Line of Credit	Ratings (Moody's, S &P, Fitch)	Rate	Risk Adder	Charged Rate*
I	Moody's A3/S&P's A-/Fitch A-	Libor + .875%	None	1.3125% (a)
II	Moody's Baa2/S&P's BBB/Fitch BBB	Libor + 1.5075%	.15%	1.6575% (b)
III	Moody's Baa3/S&P's BBB-/Fitch BBB-	Libor + 1.5875%	.50%	2.0875% (c)
Below III	Moody's Ba1/S&P's BB+/Fitch BB+ or below	Libor + 1.5875%	1.00%	2.5875% (d)

1. ***NOTE** – the Charged Rate above is used for informational purposes and will be changed based on the current Libor Rate in the Line of Credit
 - a. 1.3125% + no adder = 1.3125% (example)
 - b. 1.5075% + .15% adder = 1.6575% (example)
 - c. 1.5875% + .50% adder = 2.0875% (example)
 - d. 1.5875% + 1.00% adder = 2.5875% (example)
2. Grade A is the Current AMP Rate (example)
3. For example purposes – LOC Libor rate is .4375%
4. The pricing can change periodically based on Market trends and when the Line of Credit is renewed and will be applied to all rates

EXHIBIT B

[FORM OF PROMISSORY NOTE]

CITY OF CELINA

PROMISSORY NOTE

(Special Obligation)

January 1, 2018

The **City of Celina** (the "City"), a municipal corporation, for value received, promises to pay to **American Municipal Power, Inc.** ("AMP"), an Ohio non-profit corporation, but solely from the net revenues of the City's electric system (the "System") under this Promissory Note (as the same may be renewed or amended from time to time, the "Note"), and as further described in the Draw to Term Loan Agreement, dated as of January 1, 2018 (the "Agreement") between the City and AMP, amounts equal to the amounts payable by the City to AMP from time to time under the Agreement, at such times and as any such amounts are payable thereunder, up the principal amount of not to exceed \$1,600,000. Capitalized terms used herein but not defined herein have the meaning to the them in the Agreement.

The loan from AMP to the City as set forth in the Agreement shall be made over time in installments on a monthly basis, via credit to the City's monthly power bill, at the times and in the amounts as set forth in Appendix A to the Schedule. Appendix A to the Schedule is attached hereto and made a part hereof.

The loan principal amount shall not at any point exceed \$1,600,000 and will be repaid by the City as shown in the table set forth in Appendix A to the Schedule, with the last payment to be made no later than January 31, 2023. Interest and carrying charge costs will continue to accrue on any remaining loan balance during the repayment period until such time as the balance remaining is paid in full. The final loan true-up payment needed to fully repay AMP will be included in the final invoice hereunder. The monthly loan repayment amount (including interest and carrying charges) will be included in the AMP monthly power invoice to the City.

The interest rate on the loan and the associated carrying charges will be based on AMP's actual cost of borrowing the funds from AMP's line of credit (the "Credit Line"), plus the member

credit score risk adder, if any, as set forth in AMP's Line of Credit Policy, dated March 17, 2016 (the "Policy") and shall adjust monthly. The monthly carrying charges set forth in Appendix A to the Schedule attached hereto are based upon estimates of the interest rate and costs associated with AMP utilizing its Credit Line to provide the loan to the City and are for illustration purposes only. The City's monthly repayment amounts will be based upon the actual interest rate and carrying charges incurred by AMP, plus any adder pursuant to the Policy, which will be adjusted on a monthly basis. While it is assumed by the parties that AMP will utilize its Credit Line to provide the loan to the City, AMP, in its sole discretion, may utilize revenue bonds, bond anticipation notes, bank loans or other evidences of indebtedness, to finance the loan to the City on the most economically favorable terms available given the prevailing market conditions at the time.

If AMP is unable through its best efforts to access its Credit Line or other methods of financing the loan, AMP may immediately withhold further disbursements of loan funds and, upon ninety (90) days written notice to the City, declare all amounts due under this Agreement, the Schedule and/or the Promissory Note, to be immediately due and payable to AMP.

Appendix A to the Schedule shall be amended from time to time upon the mutual written agreement of the City and AMP to adjust the loan and repayment schedule to reflect the actual interest rate and carrying charges incurred, taking into account any updated power cost projections. In the event that Appendix A to the Schedule is amended, the loan balance shall still be fully paid to AMP by Celina no later than January 31, 2023.

The loan shall be repayable by the City as an operating and maintenance expense ("O&M Expense") of the City's electric system (the "System") payable solely from the revenues of the System.

Interest hereon shall be calculated on a 360 day per year, 30-day month basis.


This Note is secured by the Agreement. The obligation of the City to make payments on this Note, payable as an O&M Expense of the System from the revenues of its System, shall be absolute and unconditional without defense or set-off by reason of any default by AMP under the Agreement or under any other agreement between the City and AMP for any other reason, including without limitation, any acts or circumstances that may constitute failure of consideration,

destruction of or damage to the System, commercial impracticability or frustration of purpose, or failure of AMP to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with the Agreement, it being the intention of the parties that the payments required hereunder will be paid in full when due from the revenues of the System without any delay or diminution whatsoever.

Reference is made to the Agreement for provisions regarding events of default and remedies.

IN WITNESS WHEREOF, the City has executed this Promissory Note as of the date first above written.

CITY OF CELINA, OHIO

By: 
Title: Safety-Service Director

[Appendix C to Schedule to be Attached to Promissory Note]

EXHIBIT C

CITY OF CELINA
POWER SALES SCHEDULE
A Schedule
to
American Municipal Power, Inc.,
and
City of Celina, Ohio
Master Services Agreement No. C-4-2004-3994

[To Be Attached]

4832-2922-2225, v. 1

ORDINANCE 26-17-O

AN ORDINANCE ESTABLISHING RATES FOR ELECTRIC ENERGY SALES AND CONSUMPTION WITHIN THE CELINA ELECTRIC UTILITY SYSTEM AND DECLARING AN EMERGENCY.

WHEREAS, Ordinance 47-05-O established the current electric rate schedule and it is in need of revision to meet the changing electric market; and

WHEREAS, the City of Celina contracted with Sawvel Associates to undertake a "Cost of Service" study of Celina's Electric Utility and design a rate schedule based on this study; and

WHEREAS, committees of City Council have met and reviewed the proposed electric rate design and resulting schedules.

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

SECTION ONE

THAT, for the purpose of placing into operation the provisions of this Ordinance, the following electric rates (Section 3) along with the Energy Acquisition Adjustment (*EAA*) (Section 4) and the Excise Kilowatt-hour Tax Adjustment (Section 5), shall be placed in effect with the first bills due in the month of January 2018.

SECTION TWO

THAT, all electric rates, Ordinances, or parts of Ordinances in conflict with this Ordinance herewith are hereby repealed. The validity of any section, clause, sentence or provision of this Ordinance shall not effect the validity of any other part of this Ordinance which can be given effect without such invalid part or parts.

SECTION THREE

THAT, the users of Celina's Electric Utility shall be billed and collected from at the following rate schedules by Customer Rate Class and subject to the adjustments as defined in Sections Four and Five:

RATE 1 RESIDENTIAL

Available to all residential Customers using general service inside the city incorporated area (Urban) and outside (Rural) served through a single delivery point and measured through a single meter.

Residential (Rate 1)		2018	2019	2020	2021
Urban	Customer Charge (\$/Month)	8.00	10.00	12.00	14.00
	All kWh (\$/kWh)	0.09839	0.09976	0.10103	0.10219
Rural	Customer Charge (\$/Month)	8.40	10.50	12.60	14.70
	All kWh (\$/kWh)	0.10331	0.10475	0.10608	0.10730

Minimum charge per month equals Customer Charge.

RATE 2 COMMERCIAL LIGHT AND POWER

Available to any non-residential Customers, urban and rural, whose use of electric by single phase or three phase service does not exceed a demand of 50 kW's. Includes use of electric for commercial residential services such as trailer courts or apartments where not metered individually.

Commercial Light and Power (Rate 2)		2018	2019	2020	2021
Urban - Non-Demand	Customer Charge (\$/Month)	10.00	15.00	20.00	25.00
	All kWh (\$/kWh)	0.11140	0.11016	0.10895	0.10778
Urban - Demand	Customer Charge (\$/Month)	20.00	25.00	30.00	35.00
	Demand Charge (\$/kW-Month)	11.00	12.00	13.00	14.00
	All kWh (\$/kWh)	0.06422	0.05965	0.05515	0.05059
Rural - Non-Demand	Customer Charge (\$/Month)	10.50	15.75	21.00	26.25
	All kWh (\$/kWh)	0.11697	0.11567	0.11440	0.11317
Rural - Demand	Customer Charge (\$/Month)	21.00	26.25	31.50	36.75
	Demand Charge (\$/kW-Month)	8.68	10.12	11.46	12.88
	All kWh (\$/kWh)	0.06743	0.06263	0.05791	0.05312

Minimum charge per month equals Customer Charge plus Demand Charge on demand metered customers.

The billing demand shall be based on the maximum kilowatts supplied as measured by a demand meter and the greater of:

1. Maximum 30 minute integrated demand ascertained in kilowatts by instruments suitable for this purpose for the current month, or
2. 60% of the largest demand measured during the preceding 11 months.

RATE 3 SMALL GENERAL POWER

Available to any non-residential Customers, urban and rural, whose use of electric by single phase or three phase service does not exceed a demand of 200 kW's. This rate is intended for electric users whose use of electric is primarily to their business. All are demand metered on the secondary side of the transformer.

Small General Power (Rate 3)		2018	2019	2020	2021
Urban	Customer Charge (\$/Month)	75.00	85.00	95.00	105.00
	Demand Charge (\$/kW-Month)	11.50	12.50	13.50	14.50
	All kWh (\$/kWh)	0.06297	0.06007	0.05716	0.05426
Rural	Customer Charge (\$/Month)	78.75	89.25	99.75	110.25
	Demand Charge (\$/kW-Month)	12.08	13.13	14.18	15.23
	All kWh (\$/kWh)	0.06612	0.06307	0.06002	0.05697

Minimum charge per month equals Customer Charge plus Demand Charge.

The billing demand shall be based on the maximum kilowatts supplied as measured by a demand meter and the greater of:

1. Maximum 30 minute integrated demand ascertained in kilowatts by instruments suitable for this purpose for the current month, or
2. 50 kW, or
3. 60% of the largest demand measured during the preceding 11 months.

Customers metered at a primary voltage who own, operate and maintain all transforming, controlling, regulating and protective equipment will be given a discount credit of \$0.35 per kW applicable to the monthly billing demand.

RATE 4 GENERAL POWER SERVICE (Secondary)

Available to larger commercial Customers and small industrial Customers, urban and rural, who use electric at secondary voltage and whose service demands are equal to, or greater than, 200 kW and does not exceed 2000 kW. All are demand metered on the secondary side of the transformer.

General Power Service (Sec.) (Rate 4)		2018	2019	2020	2021
Urban	Customer Charge (\$/Month)	100.00	150.00	200.00	250.00
	Demand Charge (\$/kW-Month)	12.00	13.50	15.00	16.50
	All kWh (\$/kWh)	0.06626	0.06035	0.05449	0.04869
Rural	Customer Charge (\$/Month)	105.00	157.50	210.00	262.50
	Demand Charge (\$/kW-Month)	12.60	14.18	15.75	17.33
	All kWh (\$/kWh)	0.06957	0.06337	0.05721	0.05112

Minimum charge per month equals Customer Charge plus Demand Charge.

The billing demand shall be based on the maximum kilowatts supplied as measured by a demand meter and the greater of:

1. Maximum 30 minute integrated demand ascertained in kilowatts by instruments suitable for this purpose for the current month, or
2. 200 kW, or

- 60% of the largest demand measured during the preceding 11 months.

The service supplied by the Utility should be taken by the Customer preferably at an average power factor of not less than 95% lagging. If the service is taken at an average power factor of less than 95% lagging, the maximum demand for billing purposes shall be corrected in accordance with the following formula:

$$\text{Billing Demand} = \frac{\text{Maximum Demand} \times 0.95}{\text{Average Monthly Power Factor less than 95\%}}$$

A power factor correction will not be applied for power factors at 95% or greater. The Average Power Factor for the month shall be determined by computation from the registration of a watt-hour meter, and a reactive volt-ampere-hour meter, by dividing the registration of the watt-hour meter by the square root of the sum of the square of the registration of the watt-hour meter and the square of the registration of the reactive volt-ampere-hour meter.

Customers metered at a primary voltage who own, operate and maintain all transforming, controlling, regulating and protective equipment will be given a discount credit of \$0.35 per kW applicable to the monthly billing demand.

If a Customer has primary service and metered at secondary voltage, metered kWh and kW will be increased by 1% for billing purposes.

RATE 5 CONTRACT POWER SERVICE (Primary)

Available to all electric customers, urban and rural, who use electric at primary voltage and whose service demands are equal to, or greater than 500 kW per month.

Contract Power Service (Prim.) (Rate 5)		2018	2019	2020	2021
Urban	Customer Charge (\$/Month)	150.00	225.00	300.00	375.00
	Demand Charge (\$/kW-Month)	11.25	12.75	14.25	15.75
	All kWh (\$/kWh)	0.05845	0.05391	0.04937	0.04486
Rural	Customer Charge (\$/Month)	157.50	236.25	315.00	393.75
	Demand Charge (\$/kW-Month)	11.81	13.39	14.96	16.54
	All kWh (\$/kWh)	0.06137	0.05661	0.05184	0.04710

Minimum charge per month equals Customer Charge plus Demand Charge.

The billing demand shall be based on the maximum kilowatts supplied as measured by a demand meter and the greater of:

- Maximum 30 minute integrated demand ascertained in kilowatts by instruments suitable for this purpose for the current month, or
- 500 kW, or
- 60% of the largest demand measured during the preceding 11 months.

The service supplied by the Utility should be taken by the Customer preferably at an average

power factor of not less than 95% lagging. If the service is taken at an average power factor of less than 95% lagging, the maximum demand for billing purposes shall be corrected in accordance with the following formula:

$$\text{Billing Demand} = \frac{\text{Maximum Demand} \times 0.95}{\text{Average Monthly Power Factor less than 95\%}}$$

A power factor correction will not be applied for power factors at 95% or greater. The Average Power Factor for the month shall be determined by computation from the registration of a watt-hour meter, and a reactive volt-ampere-hour meter, by dividing the registration of the watt-hour meter by the square root of the sum of the square of the registration of the watt-hour meter and the square of the registration of the reactive volt-ampere-hour meter.

Customers metered at a primary voltage who own, operate and maintain all transforming, controlling, regulating and protective equipment will be given a discount credit of \$0.35 per kW applicable to the monthly billing demand.

If a Customer has primary service and metered at secondary voltage, metered kWh and kW will be increased by 1% for billing purposes.

RATE 6 EDUCATIONAL INSTITUTION

This rate is available to educational institutions, urban and rural, for single or three phase general electric service.

Educational Institution (Rate 6)		2018	2019	2020	2021
Urban	Customer Charge (\$/Month)	150.00	225.00	300.00	375.00
	Demand Charge (\$/kW-Month)	7.50	9.00	10.50	12.00
	All kWh (\$/kWh)	0.05968	0.05890	0.05795	0.05698
Rural	Customer Charge (\$/Month)	157.50	236.25	315.00	393.75
	Demand Charge (\$/kW-Month)	11.42	11.81	12.13	12.60
	All kWh (\$/kWh)	0.06302	0.06185	0.06085	0.05983

Minimum charge per month equals Customer Charge plus Demand Charge.

The billing demand shall be based on the maximum kilowatts supplied as measured by a demand meter and the greater of:

1. Maximum 30 minute integrated demand ascertained in kilowatts by instruments suitable for this purpose for the current month, or
2. 50 kW, or
3. 60% of the largest demand measured during the preceding 11 months.

**RATE 7
INDUSTRIAL SUBSTATION SERVICE**

Available to any large industrial customers, urban and rural, who receive their power directly from the secondary side of a substation step-down transformer power supply in an existing substation and without primary distribution feeders.

Industrial Substation Service (Rate 7)		2018	2019	2020	2021
Urban	Customer Charge (\$/Month)	200.00	300.00	400.00	500.00
	Demand Charge (\$/kW-Month)	15.00	17.00	19.00	21.00
	All kWh (\$/kWh)	0.04624	0.03957	0.03308	0.02675
Rural	Customer Charge (\$/Month)	210.00	315.00	420.00	525.00
	Demand Charge (\$/kW-Month)	15.75	17.75	19.75	21.75
	All kWh (\$/kWh)	0.04856	0.04155	0.03473	0.02809

Minimum charge per month equals Customer Charge plus Demand Charge.

The billing demand shall be based on the maximum kilowatts supplied as measured by a demand meter and the greater of:

1. Maximum 30 minute integrated demand ascertained in kilowatts by instruments suitable for this purpose for the current month, or
2. 1000 kW, or
3. 60% of the largest demand measured during the preceding 11 months.

The service supplied by the Utility should be taken by the Customer preferably at an average power factor of not less than 95% lagging. If the service is taken at an average power factor of less than 95% lagging, the maximum demand for billing purposes shall be corrected in accordance with the following formula:

$$\text{Billing Demand} = \frac{\text{Maximum Demand} \times 0.95}{\text{Average Monthly Power Factor less than 95\%}}$$

A power factor correction will not be applied for power factors at 95% or greater. The Average Power Factor for the month shall be determined by computation from the registration of a watt-hour meter, and a reactive volt-ampere-hour meter, by dividing the registration of the watt-hour meter by the square root of the sum of the square of the registration of the watt-hour meter and the square of the registration of the reactive volt-ampere-hour meter.

**RATE 8
MUNICIPAL COMMERCIAL SERVICE**

Metered electric service for municipal purposes. Includes electric service to electric, water and wastewater utility facilities.

Municipal Commercial Service (Rate 8)		2018	2019	2020	2021
Non-Demand	Customer Charge (\$/Month)	18.50	20.50	22.50	24.50
	All kWh (\$/kWh)	0.09777	0.10071	0.10377	0.10697
Demand	Customer Charge (\$/Month)	20.00	25.00	30.00	35.00
	Demand Charge (\$/kW-Month)	11.00	12.00	13.00	14.00
	All kWh (\$/kWh)	0.06422	0.05965	0.05515	0.05059

Minimum charges per month equals Customer Charge plus Demand Charge o demand metered customers.

The billing demand shall be based on the maximum kilowatts supplied as measured by a demand meter and the greater of:

1. Maximum 30 minute integrated demand ascertained in kilowatts by instruments suitable for this purpose for the current month, or
2. 60% of the largest demand measured during the preceding 11 months.

SECTION FOUR

ENERGY ACQUISITION ADJUSTMENT (EAA)

The Energy Acquisition Adjustment set forth herein shall apply to the Electric Utility's Rate Schedules. The applicable adjustment shall be applied to the Total kWh billed to the customer for the meter reading period that the Utility determines as most nearly corresponding to the meter reading period(s) set forth in the Utility's power billings from its supplier(s). The rates and charges set forth in the Rate Schedules are based on the cost of the Utility's Power requirements including purchase power, fuel costs, and/or purchase power billing adjustments.

The Base Power Cost included in the Utility's Electric Rate Schedules is \$0.08213 per kWh.

Every February and July, or more frequently if conditions warrant, the Utility shall determine the Energy Acquisition Adjustment, applicable to all bills rendered during the succeeding six months or other period as determined by the Utility and shall be as follows:

The Utility shall recover through the EAA the Power Cost Component (PCC) plus the The Utility shall recover through the EAA the Power Cost Component (PCC) plus the Reconciliation Adjustment (RA).

The formula for calculating the EAA shall be expressed as follows:

$$EAA = PCC + RA \dots\dots\dots (1)$$

Where:

- PCC: **Power Cost Component** as determined below, expressed in dollars per kWh.
- RA: **Reconciliation Adjustment** as determined below, expressed in dollars per kWh

The Utility shall recover through the PCC the Power Cost Component to be incurred during the succeeding six months or other period as determined by the Utility.

The formula for calculating the PCC shall be expressed as follows:

$$PCC = \frac{PPC}{PES} - BPC \dots\dots\dots(2)$$

Where:

- PPC: **Projected Power Costs** for the succeeding six months or other period as determined by the Utility, expressed in dollars.
- PES: **Projected Energy Sales** which shall be equal to the projected billing kWh for the succeeding six months or other period as determined by the Utility.
- BPC: **Base Power Cost** reflected in the rate schedules of \$0.08213 per kWh.

The Utility shall, through the RA, either:

1. Recover the Actual Power Costs, incurred during the prior six months or other period as determined by the Utility, which were in excess of the Power Costs collected during that same period; or
2. Refund the Power Costs, collected during the prior six months or other period as determined by the Utility, which were in excess of the Actual Power Costs incurred during that same period.

The formula for calculating the RA shall be expressed as follows:

$$RA = \frac{APC - PCR}{PES} \dots\dots\dots(3)$$

Where:

- APC: **Actual Power Cost** which incurred during the prior six months expressed in dollars calculated in a manner consistent with the PPC for that period plus the previous reconciliation amount.
- PCR: **Power Cost Revenue** which shall be equal to the revenue billed during the prior six months or other period as determined by the Utility under the EAA and the base power cost (BPC) included in the base rates, expressed in dollars.
- PES: **Projected Energy Sales** which shall be equal to the projected billing kWh for the succeeding six months or other period as determined by the Utility.

SECTION FIVE

EXCISE KILOWATT-HOUR TAX ADJUSTMENT

The Excise Kilowatt-hour Tax Adjustment (kWh Tax) set forth herein shall apply to the Utility's

Electric Rate Schedules. The applicable adjustment shall be added to the total amount billed to the customer under the applicable electric rate schedule. The kWh tax rate shall apply to the total kWh-sales billed to the customer for the current meter reading period.

The kWh tax is imposed on the City's electric distribution system under Ohio Revised Code §5727.81 and any adjustments or amendments thereto.


The following kWh tax charge is to be applied to the kWh on the customer's bill:

First 2,000 kWh at	\$0.00465	per kWh
2001-15,000 kWh at	\$0.00419	per kWh
All over 15,000 kWh	\$0.00363	per kWh

SECTION SIX

THAT, Council declares this is to be an emergency measure immediately necessary for the preservation of the public health, safety, and welfare such emergency arising out of the necessity to put the new rates in effect 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 27th day of November, 2017.




Jason D. King, President of Council

ATTEST:

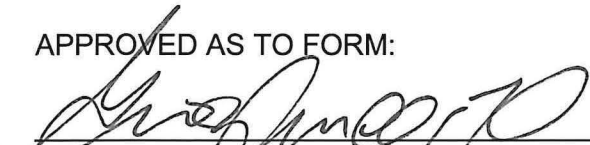


Joan S. Wurster, Clerk of Council

APPROVED November 27, 2017


Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:



George Erik Moore, Esq., City Law Director

ORDINANCE 27-17-O

AN ORDINANCE AUTHORIZING THE MAYOR AND SAFETY-SERVICE DIRECTOR TO ENTER INTO AN AGREEMENT FOR AMBULANCE SERVICE (EMS) WITH MERCER COUNTY AND DECLARING AN EMERGENCY.

WHEREAS, the City of Celina, Ohio, participates in Mercer County's Ambulance Service program (hereafter "EMS") through an Agreement with the Mercer County Commissioners; and

WHEREAS, the current EMS Agreement expires on December 31, 2017; and

WHEREAS, it is of mutual benefit to the City of Celina, Ohio and Mercer County that a new Agreement be entered into for continuation of emergency services.

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

SECTION ONE

THAT, the Mayor and Safety-Service Director be and are hereby authorized to enter into an EMS Agreement with the Mercer County Board of Commissioners, in a form substantially similar to the attached Exhibit "A" which is fully incorporated herein by reference.

SECTION TWO

THAT, such agreement shall be effective January 1, 2018, and continue for a three-year period ending December 31, 2020.

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 have an EMS Service Agreement in place for the effective commencement date of January 1, 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 18th day of December, 2017.

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

ATTEST:

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

APPROVED December 18, 2017

Jeffrey S. Hazel
Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:

George Erik Moore, Esq., City Law Director

MERCER COUNTY/CITY OF CELINA COUNTY AMBULANCE SERVICE (EMS) AGREEMENT

This agreement made and concluded at Celina, Ohio, on the ____ day of _____, 20____, by and between the County of Mercer, acting through the Board of County Commissioners, hereinafter referred to as the "COUNTY", and the City of Celina, acting through its Mayor and Safety-Service Director, hereinafter referred to as the "CITY",

Witnesseth:

WHEREAS, the CITY provides ambulance service to the residents of the CITY; and

WHEREAS, the CITY desires to also provide ambulance service to the residents of the COUNTY; and

WHEREAS, to that end, it has been ordained by the Council of the CITY that the CITY contract with the COUNTY for ambulance service, pursuant to Ohio Revised Code, Section 735.053; and

WHEREAS, the COUNTY also has a COUNTY Ambulance Service and, therefore, is able and desires to provide the CITY with ambulance service; and

WHEREAS, to that end, it has been resolved by the Board of County Commissioners that the COUNTY contract with the CITY to provide ambulance service pursuant to Ohio Revised Code, Section 307.05.

NOW, THEREFORE, in consideration of the promises and covenants and agreements herein set forth, the parties hereto agree as to follows:

1. The COUNTY agrees to provide ambulance service to the CITY and its residents for a period of thirty-six (36) months beginning the January 1, 2018, and ending December 31, 2020, at 12:00 midnight. Said service shall be known as the Celina Branch of the County Ambulance Service.
2. The COUNTY agrees that said ambulance service will be provided through a Coordinator who, in conjunction with the Chief of the Celina Fire Department, will be in charge of the overall operation of providing ambulance service to the CITY. The Coordinator will be appointed by, and under the direction of, the Board of County Commissioners, and the CITY shall operate its Celina Branch under the joint discretion of the Coordinator and Fire Chief who, together, will have full power and authority to designate the response area of the Celina Branch. All Personnel of the City Fire Department will be under the direction of the City through the Fire Chief, including all related personnel matters.
3. The CITY agrees to pay the COUNTY for said ambulance service provided during the term of this agreement on or before the 1st of April each year, the sum

of Twenty Six Thousand and no/100 Dollars (\$26,000.00). (10,400 @ \$2.50 per capita = \$26,000). Said amount represents the CITY's share of the operational expense of the County Ambulance Service. The CITY further agrees to pay, in addition to such share, its pro rata share for any actual loss sustained during the term of this agreement, which pro rata share shall be determined by dividing the CITY's share of the operational expenses of the County Ambulance Service as stated above by the total operational expenses of said County Ambulance Service.

4. The CITY shall provide suitable housing space for two (2) ambulances owned by the COUNTY which are used in connection with the County Ambulance Service, which is stationed in the CITY of Celina for which the COUNTY shall pay rent and utilities in accordance with paragraph 8, Item D and E, hereof. The county will provide suitable housing for two additional ambulances that are currently housed in the County Building.
5. The CITY agrees to see that all ambulance personnel are trained in accordance with state regulations when obtaining their EMS certification, including any refresher training required to maintain their present status. Cost of EMS certification training, refresher training, including special training, which shall include only the costs of instructor's fees, manual, workbooks, and special equipment needed for said training, and registration fees for said training, shall be paid by the CITY in accordance with its personnel rules. COUNTY promises and agrees to reimburse the CITY, through the County Ambulance Service, for said cost in accordance with Paragraph 8, Item F, hereof. Any City firefighter obtaining their EMT, Advanced EMT or Paramedic certification shall sign an agreement with the county.
6. The CITY agrees to see that all equipment in its possession that is owned and/or operated by the Ambulance Service is properly maintained. The costs of this maintenance are the responsibility of County Ambulance Service and for which the County Ambulance Service agrees to pay. If necessary, the CITY, upon presentation of proper itemized receipts to the Ambulance Service, would receive reimbursement for Coordinator approved maintenance items purchased, or acquired, directly by the CITY.
7. The CITY and COUNTY agree to be bound by the jurisdictional boundaries as set forth in the "EMS District Map" which is currently on file in the Mercer County Tax Map Office, as amended from time to time, the current version of which is attached hereto and labeled as Exhibit "A" and which is fully-incorporated by reference.
8. The COUNTY agrees to pay and/or reimburse the CITY for the following items:
 - A. The base fee for three (3) firefighter /paramedics in the following yearly amounts, which represents the CITY's Fire Department's top step/pay-grade

lieutenant, as well as the CITY's Fire Department's two (2) highest step/pay-grade firefighters, excluding the pensions of these three firefighters/paramedics, as further set forth in the attached "Pay Breakdown" which is attached hereto as **Exhibit "B"**, as well as the "Mercer County Ambulance Service Contract Summary" which is attached hereto as **Exhibit "C"**, both of which are fully-incorporated herein by reference:

<u>Year</u>	<u>Grand Total</u>
2018	\$ 227,000
2019	\$ 231,000
2020	\$ 234,000

- B. The premium pay of all the remaining City certified firefighter/paramedics, excluding the three (3) firefighter/paramedics in paragraph 8A, will be paid at the following yearly rates per week per certified paramedic.

<u>Year</u>	<u>Fee per certified Firefighter/Paramedic employed</u>
2018	\$ 39.00 week/per certificate
2019	\$ 39.00 week/per certificate
2020	\$ 40.00 week/per certificate

- C. Meal expenses of firefighter/paramedics connected with providing ambulance service only up to a maximum of fifteen and no/100 (\$15.00) dollars per meal, provided said meal expenses are approved by the Fire Chief and the Coordinator. All such reimbursements for meals and or ancillary expenses may be taxable and in accordance with IRS Fringe Benefits Guidelines.
- D. Rent in the sum of three hundred and no/100 (\$300.00) dollars per month per ambulance for ambulances housed by the CITY in accordance with paragraph 4, hereof.
- E. Utilities of Two Hundred and no/100 Dollars (\$200.00) per month in accordance with paragraph 4, hereof.
- F. Upon receipt of a proper itemized request, reimbursement to the CITY for the cost of training, including special training, which shall include only the costs of instructor's fees, manuals, workbooks, and special equipment needed for said training, and registration fees for said training, of all ambulance personnel, as stated in paragraph 5, hereof.
- G. The COUNTY agrees to reimburse the CITY for overtime cost for station manning when handling primary runs for other branches of the Mercer County Ambulance Service. Primary run is defined as lack of personnel to respond to the call. Mutual Aid does not apply.

- H. The cost to maintain the 911 printer used by the CITY and COUNTY pursuant to this agreement.
- I. All vaccinations for CITY firefighters/paramedics pursuant to the applicable Federal Regulations, as amended from time to time, except the flu vaccination. The CITY will cover the Full-Time Firefighters cost and the COUNTY will cover the Auxiliary Firefighters cost for the flu vaccination.
- J. The sum of Two Thousand Dollars (\$2,000) by March 01, of each year, for the cost of pagers and maintenance of CITY Fire Department pagers.
- K. The County agrees to reimburse the CITY for any cost associated with providing EMS coats for CITY firefighters.

All of the above payments shall be made through the County Ambulance Service upon submission of a proper itemized request, to which bills and/or invoices shall be attached. The CITY shall make said requests to the COUNTY, through the County Ambulance Service between the first and the tenth of each month.

- 9. The parties agree to open negotiations to change this agreement prior to its expiration. The party requesting the change will notify the other in writing with a statement identifying the need for the change.
- 10. The parties agree to pass all appropriate resolutions and/or ordinances to do all things necessary and proper to authorize and/or ratify this contract and to carry out the terms of this agreement.

IN WITNESS WHEREOF, this Ambulance Service Contract was executed in duplicate at Celina, Ohio, this _____ day of _____, 20__.

CITY OF CELINA

By: _____
Jeffrey S. Hazel, Mayor

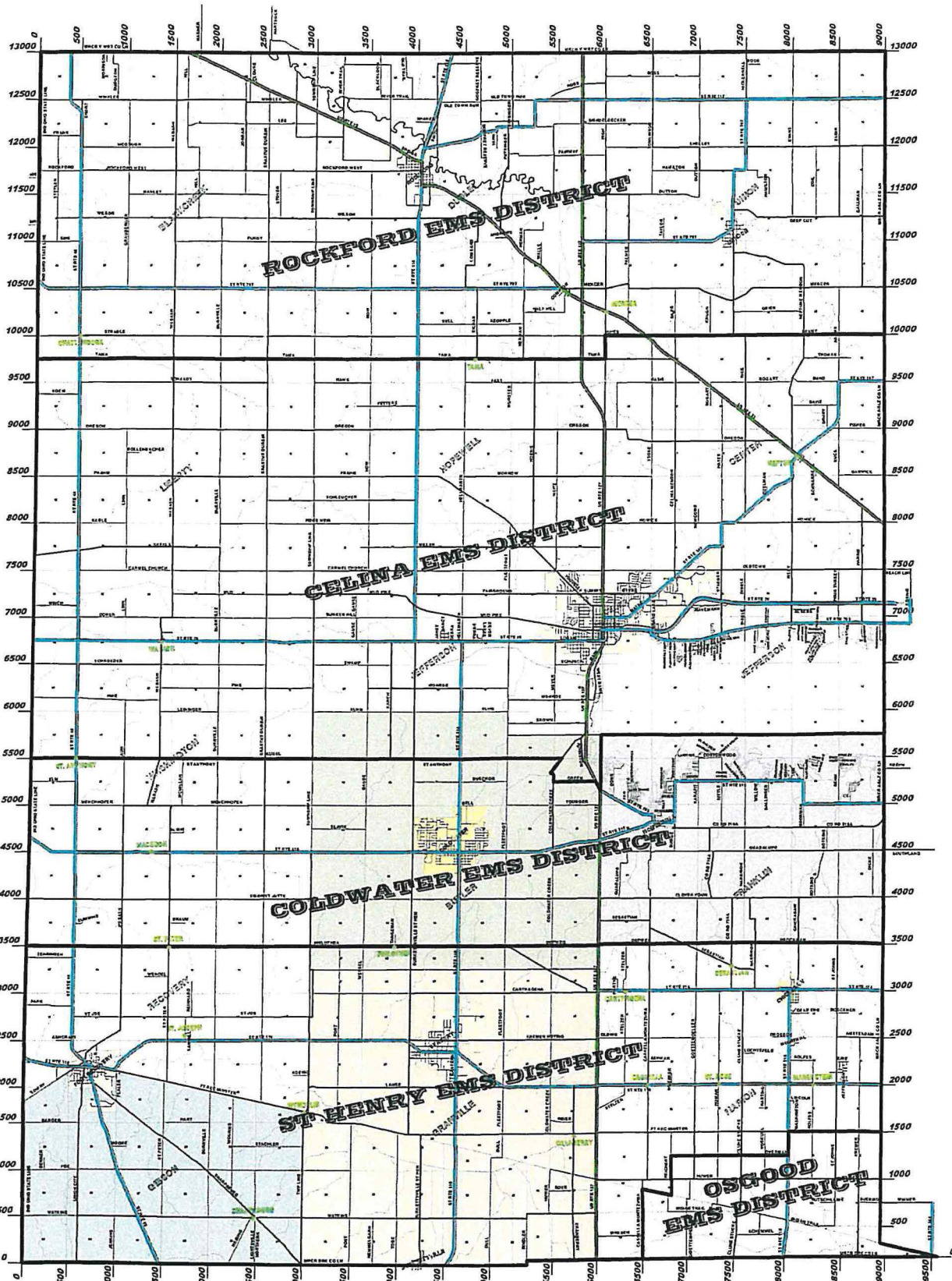
By: _____
Thomas J. Hitchcock,
Safety-Service Director

COUNTY OF MERCER

By: _____
Jerry Laffin, Commissioner

By: _____
Rick Muhlenkamp, Commissioner

By: _____
Greg Homan, Commissioner



MERCER COUNTY EMS DISTRICT MAP

DRAWN BY: CRH 08/13/14

SCALE: 1" = 4,800'

<u>Lieutenant</u>	<u>2018 (2.5%)</u>	<u>2019 (2.25%)</u>	<u>2020 (2%)</u>
Salary	\$56,522.08	\$57,827.92	\$58,986.21
Medicare & Workers Comp.	\$2,177.26	\$2,226.38	\$2,270.97
Insurance	<u>21,000</u>	<u>21,000</u>	<u>21,000</u>
Total	\$79,699.34	\$81,054.30	\$82,257.18
<u>Top Step Firefighter x 2</u>	<u>2018 (2.5%)</u>	<u>2019 (2.25%)</u>	<u>2020 (2%)</u>
Salary	\$50,546.08	\$51,686.41	\$52,722.01
Medicare & Workers Comp.	\$1,946.02	\$1,989.93	\$2,029.80
Insurance	<u>21,000.00</u>	<u>21,000.00</u>	<u>21,000.00</u>
Total	\$73,492.10	\$74,676.34	\$75,751.81
	<u>x2</u>	<u>x2</u>	<u>x2</u>
	\$146,984.20	\$149,352.68	\$151,503.62
Total	\$226,683.54	\$230,406.98	\$233,760.80
Agreement Total	\$227,000	\$231,000	\$234,000

ORDINANCE 28-17-O

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

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

WHEREAS, the current fire protection contract with Center Township will expire on December 31, 2017; and

WHEREAS, a majority of the voters within Center Township renewed their Fire Protection Levies in the November 2017 general elections for a period of five (5) years, beginning January 1, 2018; and

WHEREAS, it is of mutual benefit to the City of Celina, Ohio and Center Township that a new Agreement 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 Center 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, 2018 and continue for a five-year period ending December 31, 2022.

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, 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 18th day of December, 2017

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

ATTEST:

Joan Wurster
Joan Wurster, Clerk of Council

APPROVED December 18, 2017
Jeffrey S. Hazel
Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:

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

AGREEMENT

This Agreement made and concluded at Celina, Ohio, this _____ day of _____, 2017 by and between the Board of Trustees of Center 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 2018 and ending on the 31st day of December 2022. 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 for Sections 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29 and 30 of Center Township, 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 2017, 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 Center 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 CENTER
TOWNSHIP, MERCER COUNTY, OHIO

Jeff Everman, Trustee

Rick Germann, Trustee

Jerry Albers, Trustee

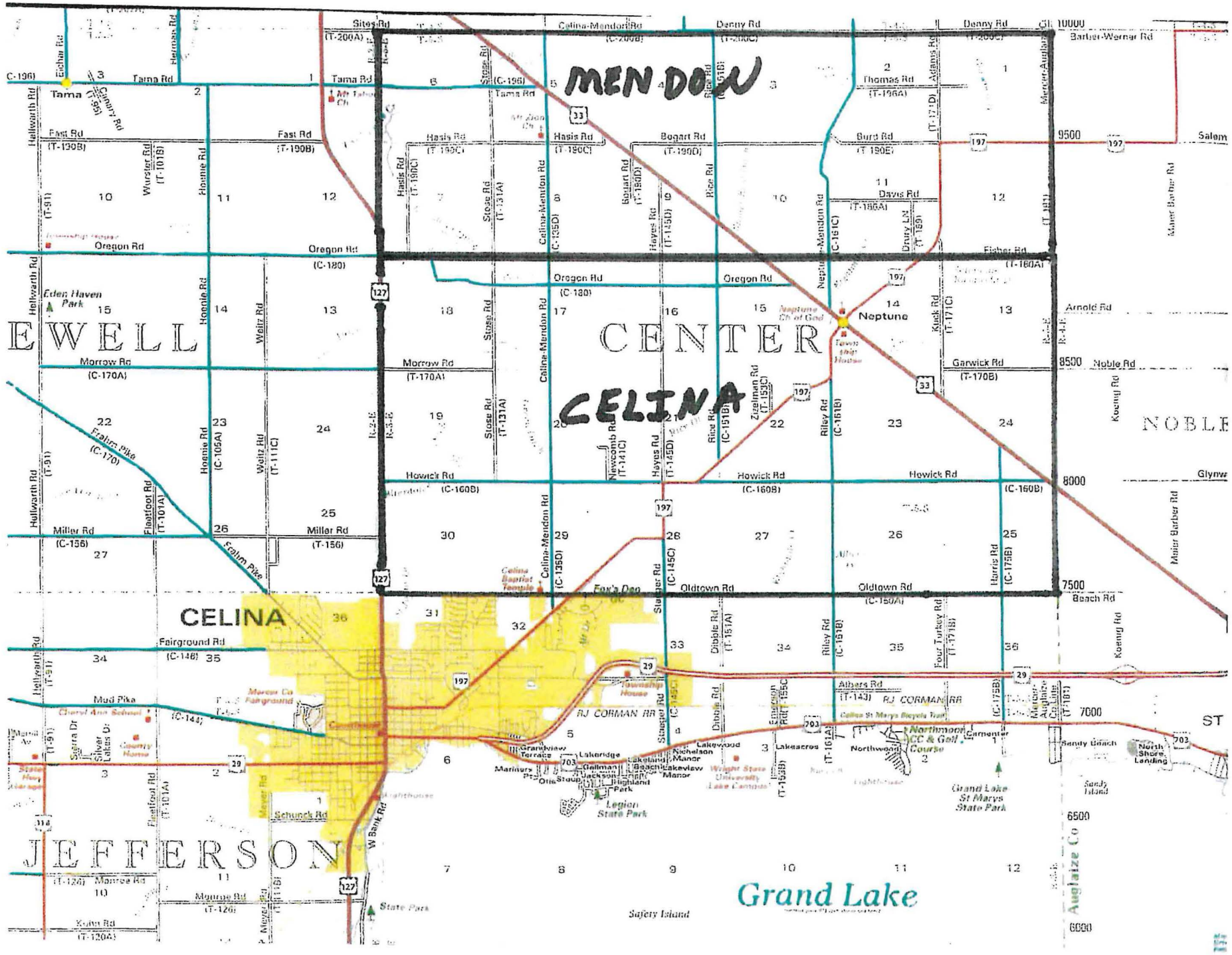
Signed in the presence of:

CITY OF CELINA, OHIO

Thomas J. Hitchcock, Safety-Service Director

Approved as to Form:

George Erik Moore, Esq., Law Director



MENLOW

CELINEA

EWELL

JEFFERSON

Grand Lake

Anglaize Co

ORDINANCE 29-17-O

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

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

WHEREAS, the current fire protection contract with Hopewell Township will expire on December 31, 2017; and

WHEREAS, a majority of the voters within Hopewell Township renewed their Fire Protection Levies in the November 2017 general elections for a period of five (5) years, beginning January 1, 2018; and

WHEREAS, it is of mutual benefit to the City of Celina, Ohio and Hopewell Township that a new Agreement 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 Hopewell 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, 2018 and continue for a five-year period ending December 31, 2022.

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 contracts for fire protection beginning January 1, 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 18th day of December, 2017

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

ATTEST:

Joan S. Wurster
Joan Wurster, Clerk of Council

APPROVED December 18, 2017
Jeffrey S. Hazel
Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:

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

AGREEMENT

This Agreement made and concluded at Celina, Ohio, this _____ day of _____, 2017 by and between the Board of Trustees of Hopewell 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 2018 and ending on the 31st day of December 2022. 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 for Sections 1,11,12,13,14,19,20,21,22,23,24,25,26,27,28,29,30 and south half of sections 15,16,17,18 of Hopewell Township, 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 2017, 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 Center 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 HOPEWELL
TOWNSHIP, MERCER COUNTY, OHIO

Keith Canary, Trustee

Steve Heckler, Trustee

Eldon Sell, Trustee

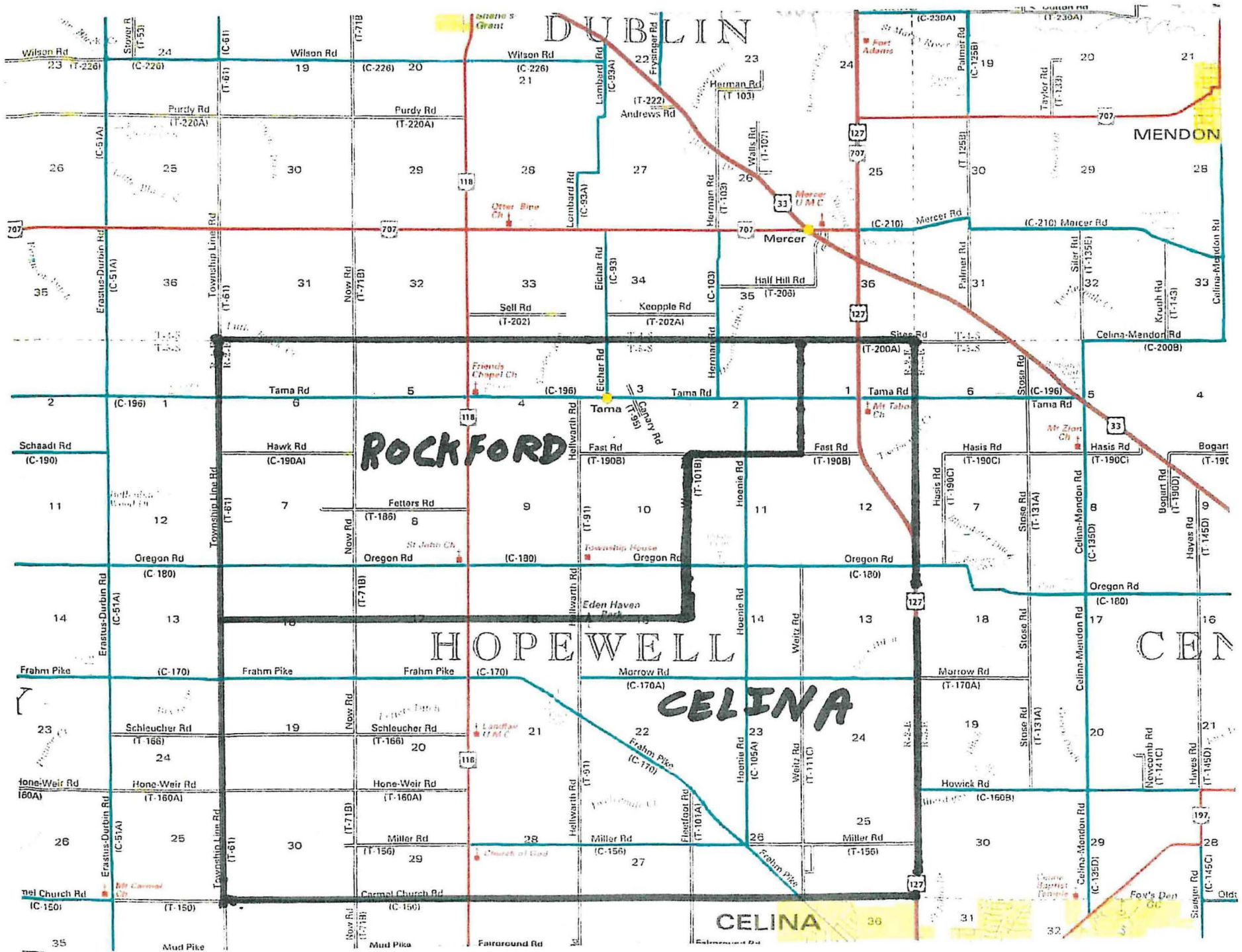
Signed in the presence of:

CITY OF CELINA, OHIO

Thomas J. Hitchcock, Safety-Service Director

Approved as to Form:

George Erik Moore, Esq., Law Director



DUBLIN

MENDON

ROCKFORD

HOPEWELL

CELINA

CEN

CELINA

Old

ORDINANCE 30-17-O

AN ORDINANCE AMENDING VARIOUS CATEGORIES WITHIN
ORDINANCE 38-16-O AS THE EIGHTH SUPPLEMENT TO THE 2017
ANNUAL APPROPRIATIONS, AND DECLARING AN EMERGENCY.

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 **General Fund:**

City Tax Refunds (110.133.5960)	\$25,000.00
TOTAL:	\$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 2017 Annual Appropriations and for the further reasons that the City Tax Refunds have more refunds than projected in the 2017 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 27th day of November, 2017

ATTEST:

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

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

APPROVED November 27, 2017
Jeffrey S. Hazel
Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:

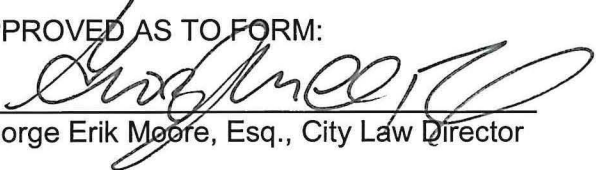
George Erik Moore
George Erik Moore, Esq., City Law Director

APPROVED November 27, 2017



Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:



George Erik Moore, Esq., City Law Director

ORDINANCE 31-17-O

AN ORDINANCE AUTHORIZING THE CITY OF CELINA TO JOIN A COALITION OF MUNICIPALITIES RETAINING SPECIAL LEGAL COUNSEL FOR THE PURPOSE OF INITIATING LITIGATION TO CHALLENGE THE CONSTITUTIONALITY OF AMENDMENTS TO CHAPTER 718 OF THE OHIO REVISED CODE RELATING TO MUNICIPAL INCOME TAX, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Celina recognizes, as a home rule power of local self-government, that municipal income tax administration and collection is vital to the health, safety and welfare of the municipality; and

WHEREAS, the City of Celina relies on the revenue from effective municipal income tax administration and collection to provide the services that maintain the health, safety and welfare of the municipality; and

WHEREAS, the Ohio General Assembly has attempted to assert control over the administration and collection of municipal income taxes by claiming that a municipality has no authority to impose an income tax unless it adopts a code in strict compliance with R.C. Chapter 718; and

WHEREAS, the established law of Ohio is clear that any such preemption of municipal income tax codes by the State of Ohio violates the Ohio Constitution and home rule provisions that allow a municipal corporation the right to administer and enforce its own municipal income tax; and

WHEREAS, more specifically, the State of Ohio has enacted HB 5 in 2014 comprehensively rewriting the entire municipal income tax law and HB 49 in 2017 authorizing centralized collection by the State of Ohio of municipalities' net profits taxes; and

WHEREAS, the City of Celina desires to assert its home rule authority to control the administration and collection of the municipal income tax, in order to provide for the health, safety and welfare of the municipality; and

WHEREAS, the law firm of Frost Brown Todd LLC is the legal counsel representing this coalition of municipalities, and is requesting cities with a population of 10,000 through 24,999 to make a financial contribution in the amount of Four Thousand Dollars (\$4,000) for anticipated legal fees, and if the litigation successfully concludes with funds still remaining, refunds of the retainer amounts will be made on a pro-rata basis.

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: (1) the City of Celina joining the "coalition of municipalities" that is being formed for the purpose of initiating litigation to challenge the constitutionality of amendments to Chapter 718 of the Ohio Revised Code contained in H.B. 5 and H.B. 49; (2) The City of Celina joining the coalition of municipalities as a "party to the action"; and (3) the

City of Celina retaining the law firm of Frost Brown Todd LLC as special counsel for the coalition of municipalities under the terms and conditions as set forth in the attached Exhibit A, which is fully-incorporated herein by reference.

SECTION TWO

THAT, the Safety-Service Director is hereby authorized and directed to act on behalf of the City to sign all documents and undertake all actions to effectuate the purpose and intent of this ordinance.

SECTION THREE

THAT, sufficient funds have already been appropriated in the Law Director's "Consultant" line item in the annual budget (110.180.5230) for the Four Thousand Dollar (\$4,000) legal fee described above.

SECTION FOUR

THAT, this Ordinance shall be an emergency measure necessary for the preservation of the health, welfare and safety of the residents of the City of Celina, Ohio, such emergency arising from the need for immediate judicial proceedings given that the effective date of Am. Sub. HB 49 is January 1, 2018, and a municipality must have joined the "coalition of municipalities" prior to January 1, 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 20th day of November, 2017

ATTEST:

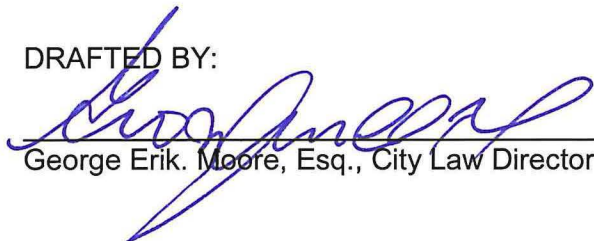


Joan S. Wurster, Clerk of Council

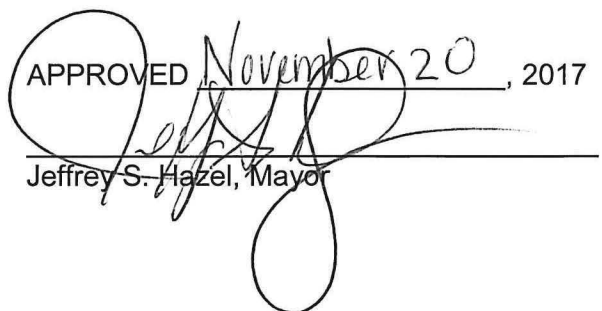


Jason D. King, President of Council

DRAFTED BY:



George Erik Moore, Esq., City Law Director

APPROVED November 20, 2017


Jeffrey S. Hazel, Mayor



Eugene L Hollins
Member
614.559.7243 (t)
614.464.1737 (f)
ghollns@fbtlaw.com

September 19, 2017

Interested Municipal Coalition Members

Re: Municipal Coalition to Challenge Centralized Collection and Other Provisions of
Ohio Revised Code Chapter 718 Regarding Municipal Income Tax

Dear Mayors, Councilmembers,
and Other Municipal Representatives:

Once again, municipalities in Ohio are faced with an impending deadline to make state-mandated changes to their municipal income tax code. H.B. 49 (the biennial budget bill) contained numerous additional provisions relating to centralized collection of municipal net profits taxes by the Ohio Department of Taxation. According to the bill, if a municipality does not adopt these new provisions by January 2018, that city or village risks losing its authority to collect any income taxes at all.

While municipalities adopted new income tax ordinances in 2015 rather than file litigation to challenge the General Assembly's authority to dictate a uniform municipal income tax code, most if not all ordinances were careful to reserve the right to argue in the future that home rule prohibits the state preempting local income tax ordinances or threatening to invalidate our income tax authority. Given the latest foray by the legislature into our taxing authority, a number of municipalities have decided that we have no option but to challenge the constitutionality of the recent amendments to Chapter 718.

I am enclosing a memorandum regarding Potential Constitutional Challenges to House Bill 49 for your information and consideration. I am also enclosing a draft ordinance in the event that your municipality desires to join the effort, together with a potential cost sharing proposal. Please do not hesitate to contact me if you have any questions or if I can provide you with any additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Eugene L. Hollins".

Eugene L Hollins

Enclosures

SCHEDULE OF COST SHARING FOR HB49 LITIGATION

Recent litigation by a coalition of municipalities with regard to small cells and public right of way (HB 331) has provided a potential cost sharing template for use by municipalities interested in challenging the recent municipal income tax code amendments. This template is based on population of cities and villages, and is set forth in the table below.

Population		Contribution
Village	Under 5,000	\$1,000
5,000	10,000	\$2,000
10,000	25,000	\$4,000
25,000	50,000	\$6,000
50,000	75,000	\$8,000
Over 75,000		\$10,000

*Please note that a municipality can choose to either (1) make a contribution without joining the litigation as a named plaintiff, or (2) become a party to the action. To become a party, it will be necessary for FBT to send the municipality an engagement letter and run a conflict check. Certainly, this process is not unduly burdensome and could be completed within the timeframe necessary to include such municipality on the pleadings. For those municipalities desiring to simply make a contribution to the coalition, we will be establishing a municipality to be the holder of deposited funds.

If the litigation successfully concludes with funds still remaining, refunds of the retainer amounts will be made on a pro rata basis.

Thank you for your consideration and please do not hesitate to contact me with any questions.

MEMORANDUM

To: Interested Municipal Coalition Members
From: Gene Hollins and FBT Government Services Practice Group
Date: September 27, 2017
Re: Potential Constitutional Challenges to House Bill 49

I. Background

House Bill 49 alters the net profit tax by facilitating the centralized filing and administration of the net profit portion of the municipal income tax paid from a business or profession conducted both within and without the boundaries of a municipal corporation. Taxpayers, other than individuals, may now “opt in” and file their net profit municipal income tax returns solely through the State of Ohio Department of Taxation under R.C. 718.80(A).

House Bill 49 also eliminated the “nexus to nowhere” sales provision which established a taxable situs in a municipal corporation if the “property [wa]s shipped from a place within the municipal corporation to purchasers outside the municipal corporation, provided the taxpayer is not, through its own employees, regularly engaged in the solicitation or promotion of sales at the place where delivery is made.”

Several Ohio municipalities are considering the formation of a coalition to file a mandamus action in the Ohio Supreme Court, or an injunctive and/or declaratory judgment action in a Court of Common Pleas, against the municipal income tax provisions as set forth in HB 49, as well as the original legislation comprehensively rewriting the municipal income tax statute, HB 5 (enacted in 2014).

II. Potential Challenges

A. Violation of the Home Rule Amendment

- Municipal power over matters of local self-government is derived from the Constitution. *Gesler v. Worthington Income Tax Bd. of Appeals*, 138 Ohio St.3d 76, 2013-Ohio-4986, ¶17. The Home Rule Amendment to the Ohio Constitution, Article XVII, Section 3 provides that “Municipalities shall have authority to exercise all powers of local self-government * * *.”

- With regard to taxing power, “[i]t is well established that ‘[t]he municipal taxing power is one of the “powers of local self-government” expressly delegated by the people of the state to the people of municipalities,” *Id.* at ¶18, citing *Cincinnati Bell Tel. Co. v. Cincinnati*, 81 Ohio St.3d 599, 605, 693 N.E.2d 212 (1998), and as such is not tested by the well-known home rule “conflict analysis” that is applicable when a municipality exercises its police power.
- Rather, any General Assembly restrictions on local income tax authority must be based on the specific constitutional authority granted the state in two other sections of the Ohio Constitution: Article XIII, Section 6 provides that the General Assembly “shall provide for the organization of cities, and incorporated villages, by general laws, and restrict their power of taxation * * * so as to prevent the abuse of such power.” Second, under Article XVIII, Section 13, “[l]aws may be passed to limit the power of municipalities to levy taxes and incur debts for local purposes * * *.” *Panther II Transp., Inc. v. Seville Bd. of Income Tax Rev.*, 138 Ohio St.3d 495, 497, 2014-Ohio-1011, ¶ 11 (2014).
- The Ohio Supreme Court has consistently held that “[t]he taxing authority of a municipality may be preempted or otherwise prohibited . . . by an express act of the General Assembly.” *Cincinnati Bell*, 81 Ohio St.3d at 605 (syllabus). The Ohio Supreme Court has interpreted the requirement of “an express act of restriction” to mean only that the state “does not preempt local taxes merely by enacting a similar tax of its own.” *Panther II Transp., Inc.*, 138 Ohio St.3d at 500. “[M]unicipal governments have a plenary power to tax, but the General Assembly has authority to impose specific limits on that power.” *Panther II*, 138 Ohio St.3d at ¶ 11 (citing *Cincinnati Bell* at 602; *Gesler*, 138 Ohio St.3d 76 at ¶ 17, 21).
- Telling statement in uncodified Section 6 of HB 5: “*In order to ensure a fair, stable, and efficient system of local taxation, and to prevent any abuse of power by municipal corporations, the General Assembly hereby exercises its authority under those Articles to restrict the taxing powers of municipal corporations by requiring that any income tax or withholding tax levied by a municipal corporation must be levied in accordance with this act and any provisions of Chapter 718. of the Revised Code that remain unchanged by this act.*”
- What if the General Assembly itself chose not to impose a tax (as with income taxation of corporate entities) and therefore did not justify its preemption on a concern about “double taxation” by municipalities? What if the General Assembly attempted instead to simply legislate a rigid template for the exercise by a municipality of its powers of local self-government?

- General Assembly reached beyond its authority to limit or restrict the municipal taxing authority by dictating a code to the municipalities and by authorizing centralized collection of corporate net profits tax.

B. Other Potential Challenges

- Single Subject Rule - Section 15(D), Article II of the Ohio Constitution provides: "No bill shall contain more than one subject, which shall be clearly expressed in its title." Dublin v. State involved a challenge to a rider in the biennial appropriation bill relating to municipal control over public utility use of the right of way. The Court in Dublin stated: "[T]he very fact that such a budgetary need justifies inclusion of many diverse appropriations in an appropriations bill increases the need to exercise caution to avoid violating the single-subject rule by adding still more diverse items to the bill that are not so necessarily connected to creating a budget. With so many diverse items already included in the bill, it becomes increasingly incredible that non-appropriation items can be added to the bill without violating the single-subject rule."
- Equal Protection/Uniform Application of Tax - *Youngstown Sheet & Tube Co. v. City of Youngstown*, 91 Ohio App. 431, 108 N.E.2d 571 (Mahoning County 1951), found that the Youngstown income tax was "a denial of equal protection because the tax was imposed on individuals at one rate and on corporations at a substantially higher rate." Under HB 49, taxpayers may now "opt out" complying with the net profits provisions of Chapter 718 administered by the municipal corporation and "opt in" to new Sections 718.80 through 718.95 whereby the state tax commissioner is the sole administrator of each municipal income tax for which the taxpayer is liable. Applying different tax codes to similarly situated taxpayers in a municipality could be challenged, on its face, as violating equal protection.
- Lack of statutory authority – Oddly, the state has no authority to administer the new centralized collection of net profits tax unless it is granted such authority by each and every municipality. Uncodified Section 803.100(B) of HB 49 provides: "In accordance with division (A) of section 718.04 of the Revised Code, each municipal corporation shall adopt, by ordinance or resolution, the provisions of sections 718.80 [through] 718.95 of the Revised Code on or before January 31, 2018. Such resolution or ordinance shall specify that the enactment of those provisions applies to taxable years beginning on or after January 1, 2018." The State admits that it has no authority, but forces each municipality to grant it the authority or risk losing its authority to collect income taxes at all. These new provisions are not self-executing.

III. Writ of Mandamus

Certainly, with respect to statutes of great public interest and widespread impact, there is precedent for an action to be filed directly with the Ohio Supreme Court to determine what are largely questions of law. In *State ex rel. Ohio Academy of Trial Lawyers v. Sheward*, 86 Ohio St.3d 451, 1999-Ohio-123 (1999), the Supreme Court considered the constitutionality of the Tort Reform Act. The Supreme Court stated, "This court has previously held that a mandamus action may test the constitutionality of a statute....Moreover, where this court has found a statute unconstitutional it may direct the public bodies or officials to follow a constitutional course in completing their duties." This is especially true where a declaratory judgment action or mandatory injunction in a Court of Common Pleas would not be "complete in its nature, beneficial and speedy."

Given that H.B. 49 imposes deadlines on municipalities to adopt changes as described above within an unreasonable timeline, it is arguable that no remedy other than a writ of mandamus from the Ohio Supreme Court will be effective to provide municipalities relief from an unconstitutional statute. Pending further research, we would recommend filing a mandamus action directly with the Ohio Supreme Court.



Eugene L. Hollins
Member
614.559.7243 (t)
614.464.1737 (f)
ghollins@fbtlaw.com

November 6, 2017

VIA ELECTRONIC AND/OR REGULAR MAIL:

City of Celina
George E. Moore
Law Director
225 North Main Street
Celina, OH 45822

Re: Frost Brown Todd Engagement Letter

Dear George E. Moore:

We are pleased that you have asked Frost Brown Todd to serve as your counsel in this matter. This letter will confirm our discussion with you regarding your engagement of our firm and will describe the basis upon which our firm will provide legal services to you. Accordingly, we submit for your approval the following provisions governing our engagement. If you agree, please sign this letter in the space provided below. If you have any questions about these provisions, do not hesitate to call. Again, we are pleased to have the opportunity to serve you.

Client; Scope of Representation. Our client in this matter will be City of Celina (“you” or the “Client”). The Client will be engaging FBT to represent Client in a court action against the State of Ohio challenging the constitutionality of House Bill 49 (the biennial budget bill) and House Bill 5 (the municipal income tax statute enacted in 2014) on behalf of Client and other cities and villages. You may limit or expand the scope of our representation from time to time, provided that any substantial expansion must be agreed to by us. While we would be interested in assisting you in other matters, unless we are specifically engaged for some other future matter this will confirm that our representation of you is limited to the foregoing matter and will end when it is concluded.

Fees. Our fees are based primarily upon the time expended by our attorneys and paralegals on the engagement, including attorney and paralegal travel time which is charged at regular hourly rates. Attorneys and paralegals have been assigned hourly rates based upon their experience and level of expertise. Our base hourly rates for work performed by our attorneys that will be working on this matter currently range from: \$215 to \$365. My hourly rate is \$365.00. Hourly rates are reviewed periodically and may be increased from time to time. It may be necessary to add or change attorneys working on your behalf.

This is a representation of multiple communities. The Client and each of the other communities shall pay a retainer to Frost Brown Todd LLC, and Frost Brown Todd LLC will bill against the retainer. In the event the representation ends with money left in the retainer, the retainer will be returned to each community on a pro rata basis. Based on the population of your municipality, we have established a retainer of \$ 4000.00.

Consent to Future Conflicts. You are aware that our firm is a relatively large law firm and represents many other companies and individuals. Some may be direct competitors of yours or otherwise may have business or legal interests that are contrary to your interests. It is therefore possible that during the time we are working for you, an existing or future client may seek our assistance in connection with a transaction, pending or potential litigation, or another matter or proceeding in which such a client's interests are, or potentially may become, adverse to your interests. This can create situations where work for one client on a matter might preclude us from assisting other clients on unrelated matters.

To avoid the potential for this kind of restriction on our practice, we ask you to agree, and you hereby do agree, that Frost Brown Todd may continue to represent, or may undertake in the future to represent, any existing or future client in any matter (including but not limited to transactions, litigation or other dispute resolution proceedings), even if the interests of that client in the other matter are directly adverse to the interests of the Client as long as that other matter is not substantially related to this specific engagement. For example, our firm represents many clients, including but not limited to construction contractors, subcontractors, material suppliers, architects, engineers, and their sureties and insurers ("Construction Clients"), who may be involved in projects for Celina. It is possible that during the time that we are representing Celina, some of our present or future Construction Clients currently have or will have disputes or transactions with Celina. Thus, this advance waiver waives any conflicts that may arise between Celina and any Construction Client for matters not substantially related to the current engagement. We do not, however, intend for you to waive your right to have our firm maintain the confidentiality of client information obtained by us in the course of representing you. Thus, if our representation of another client in a matter is directly adverse to you, our lawyers who have had significant involvement in our work for you will not work on the matter for such other client, and appropriate measures will be taken to assure that proprietary or other confidential information of a non-public nature concerning you which we acquire as a result of representing you will not be made available to lawyers or others in our firm involved in such matter. You are hereby advised, and have had the opportunity, to consult with other counsel about this prospective waiver. You also understand and acknowledge that, in the course of our representation of other clients pursuant to this prospective waiver, we may obtain confidential information of interest to you that we cannot share with you.

ABA Statement of Policy. We wish to inform you, and then you acknowledge, that it is our firm's policy to comply strictly with the terms of the ABA Statement of Policy Regarding Lawyers' Responses to Auditors' Requests for Information (December 1975) in any response that you request we make to your auditors regarding "loss contingencies" affecting you.

3 | Page
November 6, 2017
Celina

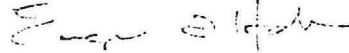
Additional Standard Terms. Our engagement is also subject to the policies included in the enclosed memorandum.

We appreciate the opportunity to represent you. Please return a signed copy of this letter to me via email to confirm that these terms of our engagement are acceptable to you. Our representation of you will commence upon your acceptance of the terms of our engagement. However, please note that your instructing us or continuing to instruct us on this matter will constitute your full acceptance of the terms set out above and attached.

We look forward very much to working with you on this matter.

Very truly yours,

FROST BROWN TODD LLC



Eugene L. Hollins

GLH/jk

Enclosures

The foregoing is understood and accepted:

City of Celina, Ohio.

By: _____

Its: _____

FROST BROWN TODD LLC

ADDITIONAL TERMS AND CONDITIONS OF CLIENT ENGAGEMENTS

1. Expenses. Expenses we incur on the engagement are charged to the Client's account. Expenses include such items as court costs, charges for computerized research services and hard copy document reproductions, long distance telephone, travel expenses, messenger service charges, overnight mail or delivery charges, extraordinary administrative support, filing fees, fees of court reporters and charges for depositions, fees for expert witnesses and other expenses we incur on your behalf. Our charges for these services reflect our actual out-of-pocket costs based on usage, and in some areas, may also include our related administrative expenses.

2. Monthly Statements. Unless a different billing period is agreed upon with the Client, the Firm will render monthly statements indicating the current status of the account as to both fees and expenses. The statements shall be payable upon receipt. If statements are not paid in full within 30 days, we reserve the right to add a late charge of 1% per month of the amount due. If it becomes necessary for the Firm to file suit or to engage a collection agency for the collection of fees or expenses, the Client shall pay all related costs and expenses, including reasonable attorneys' fees.

3. Advance Payments. Any advance payment to be paid by the Client will normally be less than the Firm's ultimate fees and expenses. Such a payment or series of payments is not intended as a limitation upon the Firm's fees and expenses. The Firm may apply the advance payment toward any unpaid fees and expenses, in which event the Client shall make an additional deposit to restore the advance payment to its original level. Additional advance payments must be made within fifteen days of the date the request is made. Any unexpended balance of advance payments will be refunded to the Client, without interest, at the end of this engagement.

4. Litigation Matters. If this engagement involves litigation, the Client may be required to pay the opposing party's trial costs. Such costs include filing fees, witness fees, and fees for depositions and documents used at trial. We will not settle litigated matters without the Client's express consent. We require the Client's active participation in all phases of the case.

5. Insurance coverage. Unless we have been explicitly retained to address insurance coverage issues (as documented in this engagement letter), we have no responsibility or obligation to (a) identify any potentially applicable insurance coverage, (b) provide notice to any carrier, or (c) advise the Client on issues relating to insurance coverage at any point during our representation.

6. Termination. The Client has the right to terminate our representation at any time by notifying us of your intention to do so in writing. We will have the same right, subject to an obligation to give the Client reasonable notice to arrange alternative representation. In the event that either party should elect to terminate our relationship, our fees and expenses incurred up to that point still will be due to us. Upon payment to us of any balance due for fees and expenses, we will return to the Client, or to whomever the Client directs, any property or papers of the Client in our possession.

7. Withdrawal. Under the rules of professional conduct by which we are governed, we may withdraw from our representation of the Client in the event of, for example: nonpayment of our fees and expenses; misrepresentation or failure to disclose material facts concerning the engagement; action taken by the Client contrary to our advice; and in situations involving a conflict of interest with another client. If such a situation occurs, which we do not expect, we will promptly give the Client written notice of our intention to withdraw.

8. Post-Engagement Services. The Client is engaging our Firm to provide legal services in connection with a specific matter. After completion of that matter, changes may occur in the applicable laws or regulations that could have an impact on the Client's future rights and liabilities. Unless the Client engages us after completion of the matter to provide additional advice on issues arising from the matter, the Firm has no continuing obligation to advise the Client with respect to future legal developments.

9. Retention and Disposition of Documents. At the Client's request, its documents and property will be returned to the Client upon conclusion of our representation in the matter described above, although the firm reserves the right to retain copies of any such documents as it deems appropriate. Our own files pertaining to the matter will be retained by the firm. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records. All documents and property, including those belonging to the Client, that are retained by the firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, and consistent with professional conduct rules, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us *within a reasonable time after the termination of the engagement* without further notice to the Client.

10. Parent/Subsidiary/Affiliate Relationships. The Client may be a subsidiary of a parent organization or may itself have subsidiary or affiliated organizations. The Client agrees that the Firm's representation of the Client in this matter does not give rise to an attorney-client relationship between the Firm and any parent, subsidiary or affiliate of the Client (any of them being referred to as "Affiliate"). The Firm, during the course of its representation of the Client, will not be given any confidential information regarding any of the Client's Affiliates. Accordingly, representation of the Client in this matter will not give rise to any conflict of interest in the event other clients of the Firm are adverse to any of the Client's Affiliates.

11. Consultation with Firm Counsel. From time to time, issues arise that raise questions as to our duties under the professional conduct rules that apply to lawyers. These might include conflict of interest issues, and could even include issues raised because of a dispute between us and a client over the handling of a matter. The firm has several in-house ethics counsel who assist the firm's lawyers in such matters. We believe that it is in our clients' interest, as well as the firm's interest, that in the event that issues arise during a representation about our duties and obligations as lawyers, we receive expert analysis of our obligations. Accordingly, as part of our agreement concerning our representation, the Client agrees that if we determine in our own discretion during the course of the representation that it is either necessary or appropriate to consult with our firm's counsel (either the firm's internal counsel or, if we choose, outside counsel), we have the Client's

consent to do so and that our representation of the Client shall not, thereby, waive any attorney-client privilege that the firm may have to protect the confidentiality of our communications with our internal or outside counsel.

12. Retirement Plan Advice. If the Client engages the Firm to provide legal services with respect to a retirement plan that is subject to the Employee Retirement Income Security Act, the Client should be aware that certain “covered service providers” must disclose some very specific information to the Client as a responsible fiduciary before the Client engages those services. While the Firm would not usually be serving as a “covered service provider,” there are some situations in which it might be. A description of the disclosures required in those situations can be located at www.dol.gov/ebsa/newsroom/fs408b2finalreg.html.

13. Authorization. By the Client’s agreement to these terms of our representation, the Client authorizes us to take any and all action we deem advisable on the Client’s behalf on this matter. We will, whenever possible, discuss with the Client in advance any significant actions we intend to take.

0127214.0625042 4838-0189-8833v2

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, 2018, 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, 2018, the following sums be and they are hereby set aside and appropriated as follows, viz:

SECTION TWO

THAT there be appropriated from the General Fund:

Mayor			
Personal Service	\$5,280		
Other Expense	\$36,300		
Capital Outlay	\$825		
Total for Mayor			\$42,405
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	\$48,932		
Other Expense	\$7,260		
Capital Outlay	\$990		
Total for Director of Safety			\$57,182
Engineering Department			
Personal Services	\$37,599		
Supplies & Material	\$6,745		
Capital Outlay	\$825		
Other-Consultant Fees	\$23,100		
Total for Engineering Department			\$68,269
Civil Service Commission			
Personal Services	\$330		
Other Expense	\$1,050		
Total for Civil Service Commission			\$1,380
Auditor/Director of Finance			
Personal Services	\$62,707		

Supplies & Other Expense	\$8,580	
Capital Outlay	\$1,650	
Total for Auditor/Director of Finance		\$72,937
City Income Tax		
Personal Services	\$112,200	
Supplies & Other Expense	\$19,800	
Capital Outlay	\$1,000	
Other-Tax Refunds	\$95,000	
Total for City Income Tax		\$228,000
Treasurer		
Personal Services	\$1,485	
Supplies & Other Expense	\$248	
Total for Treasurer		\$1,733
Municipal Court		
Personal Services	\$331,403	
Supplies & Other Expense	\$46,500	
Jury/Witness Fees, Legal Aid	\$2,000	
Capital Outlay	\$2,000	
Total for Municipal Court		\$381,903
Law Director		
Personal Services	\$22,915	
Supplies & Other Expense	\$3,300	
Other-Claims & Consultations	\$24,882	
Capital Outlay	\$990	
Total for Law Director		\$52,087
CMU Building		
Personal Services	\$0	
Supplies & Other Expense	\$18,648	
Capital	\$5,800	
Total for Community Development		\$24,448
City Hall		
Personal Services	\$0	
Other Heat	\$9,500	
Supplies & Other Expense	\$47,500	
Capital	\$52,000	
Total for City Hall		\$109,000
Miscellaneous General Fund Accounts		
Other Expenses	\$152,440	
County/State Fees/Deductions	\$88,860	
Total for Miscellaneous		\$241,300
Personnel Miscellaneous		
Public Employees Retirement	\$215,029	
Workers' Compensation	\$107,548	
Hospital & Life Insurance	\$1,220,000	
City Medicare/FICA Share	\$53,586	
Total for Personnel Miscellaneous		\$1,596,162
Law Enforcement		

Personal Services	\$1,287,181	
Other Operating Expense	\$267,500	
Capital Outlay	\$0	
Total for Law Enforcement		\$1,554,681
Fire Prevention and Control		
Personal Services	\$1,088,229	
Other Expense	\$127,800	
Fire-Water Rescue	\$0	
Capital Outlay	\$0	
Total for Fire Prev. & Control		\$1,216,029
Transfers		
Police Pension	\$158,025	
Police Grant Match	\$0	
Fire Grant Match	\$8,000	
Fire Pension	\$207,950	
Fire Capital	\$0	
Street Mtc./Repair	\$205,263	
Park/Recreation	\$396,070	
Cemetery Fund	\$6,300	
Capital Projects	\$6,874	
Transfer to Electric	\$155,441	
Total for Transfers		\$1,143,923
Basic Services		
Personal Services	\$75,091	
Material and Other Expense	\$116,500	
Capital	\$0	
Total for Basic Services		\$191,591

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	7,106,710
--	------------------

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%	605,250	
Reimbursement into General Fund from .5%	605,250	
Street Improvement Capital Fund	589,500	
Total for Transfers		1,800,000

SECTION FIVE

That there be appropriated from the Street Construction, Maintenance and Repair Fund (Auto License and Gasoline Tax):

Cemetery Operation	
Personal Services	\$13,500

Other Expense	\$21,000	34,500
Street Repair and Cleaning		
Personal Services	\$340,229	
Supplies and Expense	\$349,000	
Capital Outlay	\$41,159	
Total for Street Const., Maint.,and Repair		730,388

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	\$49,074	
Capital Equipment	\$0	
Total for Street Cleaning		56,574

SECTION SEVEN

THAT there be appropriated from the Permissive License Fee Fund:

Street Repair		
Supplies and Material	\$10,000	10,000

SECTION EIGHT

THAT there be appropriated from the Parks/Recreation Fund:

Parks/Recreation		
Personal Services- Park	\$206,105	
Personal Services-Pool	\$60,000	
Supplies & Material-Parks	\$143,265	
Supplies & Material-Pool	\$52,500	
Game Officials & Coaches	\$7,500	
Capital-Parks	\$18,300	
Capital-Pool	\$30,000	
Eastview Park Debt	\$0	
Consulting	\$0	
Total for Parks and Recreation		517,670

SECTION NINE

THAT there be appropriated from the Policemen's Relief and Pension Fund the sum of: 212,453

SECTION TEN

THAT there be appropriated from the Fireman's Relief and Pension Fund the sum of: 262,375

SECTION ELEVEN

THAT there be appropriated from the Indigent Driver's Alcohol Treatment Fund the sum of: 17,000

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: 140,050

SECTION FIFTEEN

THAT there be appropriated from the Capital Project/Improvement Funds:

Grand Lake TIF Transfers	\$116,000
Market Street TIF-Transfers	\$17,050
Mersman TIF Expense	\$350
Havemann Road TIF-Transfers	\$57,200
Staeger Road TIF - Transfers	\$220,196
State Route 29 West TIF-Transfers	\$15,650
Thieman Tailgate TIF-Transfers	\$11,150
Kriegel (Qualitec) TIF Transfers	\$15,125
State Route 703 TIF Expense	\$1,500
OPWC East Livingston St Expense	\$296,313
Drinking Water Solutions Grant Exp	\$787,212
Street Improvement Capital Fund	\$1,480,020
Bryson Pool Improvements Splash Park	\$57,196
Eastview Park Ball Diamond/Field Grant	\$8,115
Harley Jones Rotary Mem AMP Bry Pk	\$900,000
Fire Capital Fund	\$45,760.00
Police Capital Fund	\$118,500.00
Street Improvement Capital	\$0.00
2014 Eastview Park Improvement Exp	\$0.00
2014 West Bank Walkway Adv Repay GF	\$66,399
2014 West Bank Walkway Phase 2 Exp	\$66,399

Total Capital Projects \$4,280,134

SECTION SIXTEEN

THAT there be appropriated from the Debt Service Funds:

OWDA Ind Pk Water Tower	117,956
West Bank Walkway Note	\$411,000
Ent/Liv Waterline Bond	\$16,500
Grand Lake Rd Bond	\$71,000
State Route 29 West Bond	\$15,300
Wayne Street Bond	\$10,900
Johnson Avenue Bond	\$17,618
Main Street (Water/Storm) Bond	\$45,550
Buckeye Street Bond	\$35,072
Buckeye Street OPWC Loan	\$6,874

Lakeshore Park Property Note	\$1,531,000	
Municipal Court Bldg Improvement Bond	\$140,050	
Total Debt Service Funds		2,418,820

SECTION SEVENTEEN

THAT there be appropriated from the Electric Revenue Fund:

Electric Plant			
Purchase Power	\$20,005,000		
Supplies and Expense	\$12,500		
Total for Electric Plant		\$20,017,500	
Electric Distribution			
Personnel	\$866,955		
Supplies and Expense	\$622,500		
Capital Outlay	\$972,500		
Total for Elec. Distribution		\$2,461,955	
Electric Customer Accounts			
Personnel	\$225,561		
Supplies and Expense	\$77,350		
Kilowatt Hour Payments	\$1,005,000		
Capital Outlay	\$23,000		
Total for Electric Customer Accounts		\$1,330,911	
Electric Admin. & General			
Personnel	\$277,971		
Supplies and Expense	\$167,388		
CMU Bldg Other Expense	\$6,109		
Capital Outlay	\$7,020		
Debt Service	\$0		
Total for Electric Admin. & General		\$458,488	
Total for Electric Revenue Fund			24,268,853

SECTION EIGHTEEN

THAT there be appropriated from the Water Revenue Fund:

Water Plant			
Personnel	\$757,878		
Supplies & Expense	\$1,644,350		
Capital Outlay	\$70,000		
Total for Water Plant		\$2,472,228	
Water Distribution			
Personnel	\$247,826		
Supplies and Expense	\$298,225		
Capital Outlay	\$732,334		
Total for Water Distribution		\$1,278,385	
Water Customer Accounts			
Personnel	\$112,780		
Supplies and Expense	\$38,675		
Capital Outlay	\$11,500		

Total for Water Customer Accounts		\$162,955	
Water Admin. & General			
Personnel	\$152,018		
Supplies and Expense	\$91,540		
CMU Bldg Other Expense	\$3,215		
Capital Outlay	\$3,801		
County Agreements	\$160,000		
Debt Service	\$48,513		
Transfer to System Reserve & Electric	\$850,409		
Total for Water Admin. & General		\$1,309,495	
Total for Water Revenue Fund			5,223,064

SECTION NINETEEN

THAT there be appropriated from the Wastewater Revenue Fund:

Wastewater Plant			
Personnel	\$488,180		
Supplies and Expense	\$582,000		
Capital Outlay	\$553,500		
Total for Wastewater Plant		\$1,623,680	
Wastewater Collection			
Personnel	\$54,335		
Supplies and Expense	\$54,400		
Capital Outlay	\$45,996		
R & I Capital Outlay	\$900		
Total for Wastewater Collections		\$155,631	
Wastewater Customer Accounts			
Personnel	\$112,780		
Supplies & Expense	\$38,675		
Capital Outlay	\$11,500		
Total for Customer Accounts - Wastewater		\$162,955	
Wastewater Admin. & General			
Personnel	\$152,017		
Supplies and Expense	\$91,540		
County Agreements	\$69,000		
CMU Bldg Other Expense	\$3,215		
Capital Outlay	\$3,800		
Debt Service	\$167,845		
Transfer to System, R/I Acct & Electric	\$647,570		
Total for Admin. & General - Wastewater		\$1,134,986	
Wastewater System Bond Funds			\$0
Total for Wastewater Revenue Fund			3,077,252

SECTION TWENTY

THAT there be appropriated from the Stormwater Utility Fund:

Personnel	\$0
-----------	-----

Supplies and Expense	\$60,450	
Capital Outlay	\$604,829	
Debt Service Payments	\$100,360	
Total for Stormwater Utility Fund		\$765,639
Total for Stormwater Utility Fund		765,639

SECTION TWENTY-ONE.

THAT there be appropriated from the GAC Debt Retirement Fund:

Debt Service Payments	\$424,525	
Total for GAC Debt Retirement Fund		424,525

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:

10,000

SECTION TWENTY-FIVE

THAT there be appropriated from the S-2011 Wastewater Bond Fund the sum of:

167,845

Total All Appropriations		51,753,852
--------------------------	--	-------------------

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 2018 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 18th day of December, 2017.

ATTEST:

Joan S. Wurster

Joan S. Wurster, Clerk of Council

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

Approved December 18, 2017

Jeffrey S. Hazel
Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:

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

ORDINANCE 33-17-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 2018.

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
City Hall- Police Department Bathroom Updates
City Hall- Replace Electric Heaters (5) in Truck Room
City Hall- Replace Main Electrical Panel for Building
Administration- Miscellaneous Repairs
Police Department- Server for CMI
Police Department- 2018 Unmarked Explorer
Police Department- Marcs Mobile Radio (for Explorer)
Police Department- Radar Speed Trailer
Police Department- Firearms Training Range
Fire Department- Tritoon Rescue Boat Equipment
Fire Department- Manhole and Dry Hydrant Equipment
Fire Department- Extrication Struts & Storage
Public Works Department – Replace 2005 Cat Loader
Parks- Replace 2 Kabota Zero Turn Mowers
Parks- Door Replacement (3) at Pool
Parks- Metal Roof Replacement at Pool
Parks- Items associated with Bryson Pool grant
Parks- Items associated with Amphitheater grant
Customer Accounts- ½ Ton 4x4 Pickup, Replace 2007
Electric Department – Communication Equipment for Sub Relays
Electric Department- Street lights (40) for E. Livingston Street
Electric Department- Pole Replacement
Electric Department- Transformers & Regulators
Electric Department- Replace Staeger Sub Transformer
Electric Department- 1 Ton 4x4 Pickup with Snowplow, Replace 2006

Water- 4" Portable Diesel Pump (1/2)
Water- Replace 1999 60" Deck Mower
Water- Replace 1,100 gpm HS Pump
Water- WWTP Meter Match (1/2)
Water- Water Dist. Backhoe
Water- Fire Hydrants
Wastewater- 4" Portable Diesel Pump (1/2)
Wastewater- Miscellaneous Equipment (pumps, blowers, etc.)
Wastewater- Water Meter Split (1/2)
Wastewater- Meter, Valve, Pipe Replacement
Wastewater- 1/2 Ton 4x4 Pickup with Liftgate, Replace 1994
Wastewater- Miscellaneous Building Repairs
Wastewater- Additional Sludge Bunker
Wastewater- Liftstation Improvements
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.

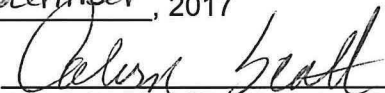
SECTION THREE

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 32-17-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 18th day of December, 2017



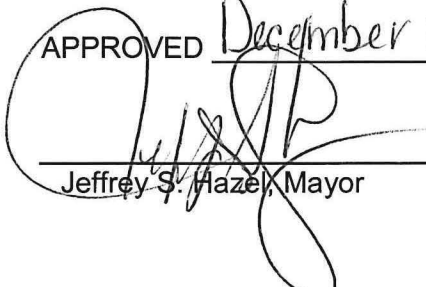
Jason D. King, President of Council
Calvin Scott, Pro-Tem

ATTEST:



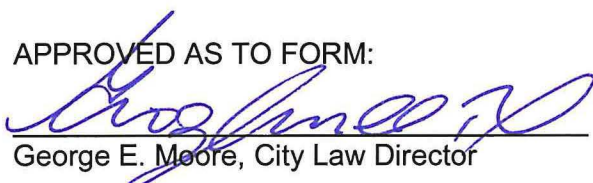
Joan S. Wurster, Clerk of Council

APPROVED December 18, 2017



Jeffrey S. Hazer, Mayor

APPROVED AS TO FORM:



George E. Moore, City Law Director

ORDINANCE 34-17-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 2018, 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 within 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 32-17-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 32-17O.

SECTION FIVE

THAT, This Council hereby ratifies and approves of all prior consultant agreements previously entered into by the Legal Department.

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 18th day of December, 2017

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

ATTEST:

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

APPROVED December 18, 2017
Jeffrey S. Hazel
Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:

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

ORDINANCE 35-17-0

**AN ORDINANCE AMENDING VARIOUS CATEGORIES WITHIN
ORDINANCE 38-16-O AS THE NINTH SUPPLEMENT TO THE 2017
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

WEREAS, the City of Celina had a EF2 tornado on November 5th and additional funds are needed to pay for Mutual Aid, City Employees overtime, clean up, replacement of items; and

WHEREAS, certain payroll is higher than anticipated and additional funds are needed to balance these accounts; and

WHEREAS, certain payroll may be reduced as the City does not anticipate utilizing the appropriations this year while other payroll accounts are insufficient to meet the labor needs through the remainder of the year; and

WHEREAS, certain insurance expense may be reduced as the City does not anticipate utilizing the appropriations this year while other insurance accounts are insufficient to meet the insurance needs through the remainder of the year.

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:**

Court Clerk Payroll (110.152.5111)	\$ 1,000.00
Court Dep Clerk Payroll (110.153.5111)	\$ 3,000.00
Court Bailiff Payroll (110.154.5111)	\$ 1,000.00
Radio Operators Payroll (110.212.5111)	\$ 2,000.00
Transfer Park/Recreation (110.410.5910)	\$16,500.00

Unappropriate from the **General Fund:**

Basic Service Payroll (110.190.5111)	(\$25,000.00)
Storm Sewer OP/MTC Payroll (110.670.5111)	(\$ 5,000.00)
NET TOTAL	\$ 6,500.00

Appropriate from the unappropriated balance of the **Street Fund:**

Street MTCE/Rep Payroll (221.331.5111)	\$ 30,000.00
TOTAL	\$ 30,000.00

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

Pool Payroll (224.430.5113)	\$ 6,500.00
Park Maint General\Maint (224.410.5275)	\$10,000.00

TOTAL **\$16,500.00**

Appropriate from the unappropriated balance of the **Staeger Rd Ind Pk TIF Fund:**
Staeger Rd TIF Transfer (374.331.5910) \$ 1,000.00
TOTAL **\$ 1,000.00**

Appropriate from the unappropriated balance of the **Electric Fund:**
Elect Plant Power Purchase (661.621.5210) \$1,200,000.00
Elec Dist Personnel (661.622.5100) \$ 20,000.00
Elec Dist Line/Fit/Mt/Trim (661.622.5612) \$ 100,000.00
Elec Dist Other Expense (661.622.5490) \$ 240,000.00
TOTAL **\$1,560,000.00**

Appropriate from the unappropriated balance of the **WaterSys Oper Fund:**
Water Dist-County Agreements (663.632.5980) \$ 3,000.00
TOTAL **\$ 3,000.00**

Unappropriate from the **W W System Operating Fund:**
WW Sys Collect Insurance (666.642.5123) (\$11,000.00)


Appropriate from the **W W System Operating Fund:**
WW Sys Plan Insurance (666.641.5123) \$11,000.00
WW Sys Coll-County Agreements (666.642.5980) \$ 8,000.00
NET TOTAL **\$ 8,000.00**

SECTION TWO

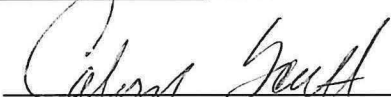
THAT, this Ordinance shall be declared an emergency measure immediately necessary for the preservation of the public peace, safety, and welfare, such emergency arising out of the necessity for immediate adjustments to the 2017 Annual Appropriations.. NOW, therefore, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed by law.

PASSED this 18th day of December, 2017


ATTEST:



Joan S. Wurster, Clerk of Council

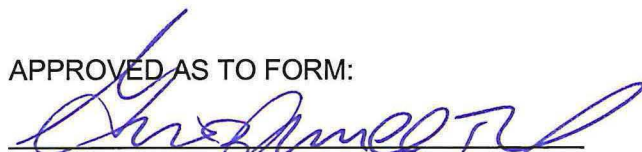


Jason D. King, President of Council
Calvin Scott, Pro-Tem

APPROVED December 18, 2017


Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:



George Erik Moore, Esq., City Law Director

ORDINANCE 36-17-O

AN ORDINANCE AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO AWARD A CONTRACT FOR AN AMPHITHEATER BY ICON AT BRYSON PARK TO DWA RECREATION (C/O DAVID WILLIAMS & ASSOCIATES, INC.), AND DECLARING AN EMERGENCY.

WHEREAS, the City of Celina desires to install an Amphitheater by ICON at Bryson Park; and

WHEREAS, the City of Celina has received one quote for the Amphitheater by ICON 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 Three Hundred Fifty Seven Thousand Seven Hundred Fifty Dollars (\$357,750.00).

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 Amphitheater by ICON 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

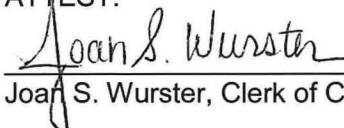
THAT, this Ordinance is hereby declared to be an emergency measure for the preservation of the public health, safety, and welfare, and for the further reason that the purchase can be done at the earliest date possible. NOW, therefore, this Ordinance shall take effect and be in force immediately upon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

PASSED this 22nd day of January, 2018



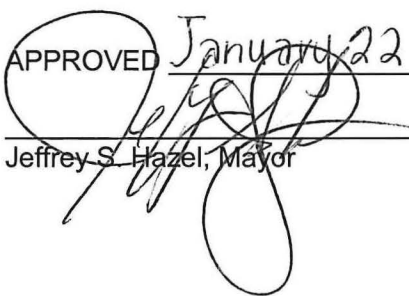
Jason D. King, President of Council

ATTEST:



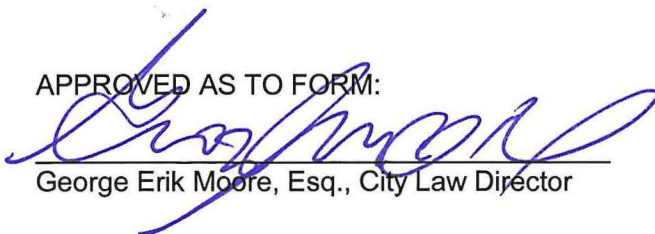
Joan S. Wurster, Clerk of Council

APPROVED January 22, 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
#49500

12/12/2017

Celina - Amphitheater by ICON - Budget 2018 Pricing - Revised 12-12-17

Beam Designs
Attn: Pat Beam
4333 Tuller Ste. A
Dublin, OH 43017
Phone: 614-771-8963

Project #: P22408
Ship To Zip: 45822

Quantity	Part #	Description	Unit Price	Amount
1	BV40X52.5TG-P5	ICON Shelters - Barrel Vault Shelter 70' x 52.5' - <i>to include:</i> Tongue & Groove Wood Decking (installer to field cut to fit) under 24 ga. Curved Mega Rib Metal Roof 16' Eave Height 3' 10" Tall Curved Laser Cut Banner * (2) Round Vinyl Logo's Not by ICON Custom Quad Columns (4) 8 x 8 Columns w/ Bands Anchor Bolts Ecoat / Powder Coat (frame only)	\$321,750.00	\$321,750.00
1	ENG	ICON Shelters - Engineering Calcs & Drawings	\$250.00	\$250.00
2	BC1527TG-P5	ICON Shelters - Cantilever Barrel Vault Shelter, 15' x 27' - <i>to include:</i> 24 ga. Mega-Rib Roof Panel (ribs at 7.2" centers) Curved Roof Angled Columns Anchor Bolts Ecoat / Powder Coat (frame only) (2) Columns per Shelter - 6" Buried	\$16,600.00	\$33,200.00
1	ENG	ICON Shelters - Engineering Calcs & Drawings	\$250.00	\$250.00

Pricing shown includes freight and is based on (3) shelters being purchased and shipped together

SubTotal: \$355,450.00
Freight: \$2,300.00
Total Amount: \$357,750.00

Pricing does not include permits, truck unloading, supervision or installation

Payment terms: 20% down at time of order with remaining balance due net 30 days subject to credit approval. A 1.5% per month finance charge will be imposed on all past due accounts.



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

QUOTE #49500

12/12/2017

Celina - Amphitheater by ICON - Budget 2018 Pricing - Revised 12-12-17

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: David Williams & Associates, Inc. P.O. Box 208 Harrison, OH 45030

ICON requires a 25% deposit at time of order

ICON Shipping Time: Anchor Bolts ship 2-3 weeks, Shelter 8-10 weeks, After Receipt of Approved Submittal Drawings. Please verify current lead times 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, cMail, and Ship To, Contact, Address, City, State, Zip, Tel, Fax, cMail.

Acceptance of quotation:

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

Purchase Amount: \$357,750.00

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

Handwritten signatures for Salesman Signature (Kathy Kelanko) and Customer Signature.

Quote prepared by: Sally Gansel

ORDINANCE 37-17-O

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF NOTES IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$300,000 IN ANTICIPATION OF THE ISSUANCE OF BONDS, TO PAY COSTS OF THE CONSTRUCTION AND INSTALLATION OF A WALKWAY ALONG WESTBANK ROAD AND LAKESHORE DRIVE ADJACENT TO GRAND LAKE REFERRED TO AS THE "CELINA ROTARY WALKWAY PROJECT," AND INCLUDING RESTROOMS, SHELTER HOUSE(S), PARKING, AND CONNECTING BIKE PATHS, TOGETHER WITH ALL NECESSARY APPURTENANCES THERETO, AND DECLARING AN EMERGENCY.

WHEREAS, Ordinance No. 57-03-O, passed by this Council on December 23, 2003 (Ordinance 57-03), created the Grand Lake Tax Increment Financing District (Grand Lake TIF District), declared improvements to parcels of real property within Grand Lake TIF District to be a public purpose, specified the public infrastructure improvements directly benefiting those parcels, and required the owners of those parcels to make service payments in lieu of taxes (the Service Payments); and

WHEREAS, Ordinance No. 56-04-O, passed by this Council on September 27, 2004 (Ordinance 56-04, and together with Ordinance 57-03, the TIF Ordinances), expanded the Grand Lake TIF District; and

WHEREAS, pursuant to Ordinance No. 48-16-O, passed by this Council on December 19, 2016, a note in anticipation of bonds in the amount of \$400,000 dated February 3, 2017, was issued and the proceeds of which were used for the purpose of refinancing notes issued originally for the purposes stated in Section One hereof, and such note is to mature on February 2, 2018 (the Outstanding Note); and

WHEREAS, this Council finds and determines that the City should retire the Outstanding Note with the proceeds of the notes described in Section Three of this Ordinance and with other funds of the City;

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

SECTION ONE

THAT, it is necessary to issue revenue bonds of this City in an aggregate principal amount not to exceed \$300,000 (the Bonds), payable solely from Service Payments collected by the City pursuant to the TIF Ordinances and Ohio Revised Code Sections 5709.40, et seq. (the TIF Statutes), for the purpose of financing the construction and installation of a walkway along Westbank Road and Lakeshore Drive adjacent to Grand Lake referred to as the "Celina Rotary Walkway Project," and including restrooms, shelter house(s), parking, and connecting bike paths, together with all necessary appurtenances thereto.

SECTION TWO

THAT, the Bonds shall be dated approximately February 1, 2019, shall bear interest at the now estimated rate of six percent (6%) per year, payable semiannually until the principal amount is paid, and are estimated to mature in 10 annual principal installments on December 1 of each year that are in such amounts 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 (the Notes) shall be issued in anticipation of the issuance of the Bonds. The Notes shall be dated February 2, 2018, and shall mature on February 1, 2019. The Notes shall be in the aggregate principal amount not to exceed \$300,000 as determined by the City Auditor in the certificate awarding the Notes in accordance with Section Six (the Certificate of Award). The Notes shall bear interest at a rate or rates not to exceed two and sixty hundredths percent (2.60%) per year (computed on the basis of a 360-day year/actual days elapsed), payable at maturity and until the principal amount is paid or payment is provided for. The rate or rates of interest on the Notes and method of calculation may be determined by the City Auditor in 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. The City Auditor is also hereby authorized and directed, to the extent necessary or required, to enter into any agreements determined necessary in connection with the Paying Agent's appointment as the City's paying agent for the Notes. The Notes shall be prepayable 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 Paying Agent shall make the prepayment on 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, 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 one of 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 of no 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, as the original purchaser, at a price of not less than par plus any accrued interest. 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 Auditor is authorized to approve a "processing fee" for Second National Bank 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 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 paid into the retirement fund for the Notes.

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, in accordance with the TIF Statutes and the TIF Ordinances, to the extent received by the City and available for such purposes, the Service Payments required from owners of parcels of real property located in the Grand Lake TIF District are hereby pledged for the payment of the debt charges on the Notes issued in anticipation of the Bonds when and as the same fall due. The Notes do not represent or constitute a debt or pledge of the faith and credit of the City, and are payable solely from the Service Payments pledged for their payment. The owners of the Notes have no right to have any taxes levied by the City or the State of Ohio or any subdivision thereof for the payment of the Notes.

SECTION TEN

THAT, this Council covenants that the City will restrict the use and investment of the proceeds of the Notes in such manner and to such extent, if any, as may be necessary after taking in the reasonable expectations at the time the Notes are issued, so that the Notes 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 will, to the extent possible, comply with all applicable provisions of the Code and the regulations thereunder in order for the interest on the Notes to remain exempt from federal income taxation, including any expenditure requirements, investment limitations, rebate requirements or use restrictions. The City Auditor or any other officer of the City is authorized and directed to give an appropriate certificate of the City for inclusion in the transcript of proceedings regarding the issuance of the Notes setting forth the facts, estimates, circumstances and reasonable expectations pertaining to the use of the proceeds of the Notes and the provisions of the Code and the regulations thereunder.

The City hereby represents that the Outstanding Note was designated or deemed designated as a "qualified tax-exempt obligation". The City hereby covenants that it will redeem the Outstanding Note from the proceeds of, and within 90 days after the issuance of, the Notes, and the City represents that all other conditions are met for treating the Notes as "qualified tax-exempt obligations" pursuant to Section 265(b)(3) of the Code.

SECTION ELEVEN

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 special revenue 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 Service Payments 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 TWELVE

THAT, this Council finds and determines that all formal actions of this Council and any of its committees 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 any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law.

SECTION THIRTEEN

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, which is necessary to enable the City to retire the Outstanding Note and thereby preserve its credit; wherefore, this Ordinance shall be in full force and effect immediately upon its passage.

Passed this 8th day of January, 2018




Jason D. King, President of Council

ATTEST:

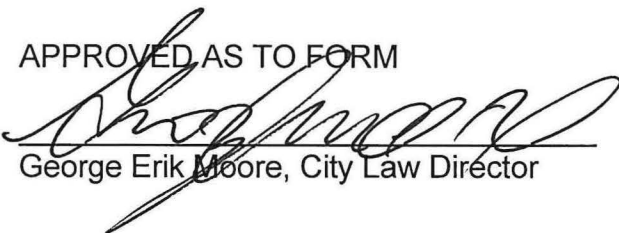


Joan S. Wurster, Clerk of Council

APPROVED January 8, 2018


Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM



George Erik Moore, City Law Director

EXTRACT FROM MINUTES OF MEETING

The Council of the City of Celina, Ohio, met in regular session on January 8, 2018 with the following members present:

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

Absent: n/a

There was presented and read to Council, Ordinance 37-17-O entitled:

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF NOTES IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$300,000, IN ANTICIPATION OF THE ISSUANCE OF BONDS, TO PAY COSTS OF THE CONSTRUCTION AND INSTALLATION OF A WALKWAY ALONG WESTBANK ROAD AND LAKESHORE DRIVE ADJACENT TO GRAND LAKE REFERRED TO AS THE "CELINA ROTARY WALKWAY PROJECT," AND INCLUDING RESTROOMS, SHELTER HOUSE(S), PARKING, AND CONNECTING BIKE PATHS, TOGETHER WITH ALL NECESSARY APPURTENANCES THERETO, AND DECLARING AN EMERGENCY.

CM Sovinski 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 Clausen then moved that Ordinance 37-17-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 January 8, 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 January 8, 2018.


Clerk of Council

ORDINANCE 38-17-O

AN ORDINANCE APPROPRIATING MONEY FROM THE GENERAL FUND FOR DEPOSIT IN THE POLICE CAPITAL FUND, FIRE CAPITAL FUND, STREET IMPROVEMENT CAPITAL FUND, AND TO TRANSFER FUNDS.

WHEREAS, it is desired to transfer Two Hundred Thousand Dollars (\$200,000) from the General Fund to the Police Capital Fund (361.000.4910); and

WHEREAS, it is desired to transfer One Hundred Thousand Dollars (\$100,000) from the General Fund to the Fire Capital Fund (360.000.4910); and

WHEREAS, it is desired to transfer One Million Four Hundred Thousand Dollars (\$1,400,000) from the General Fund to the Street Improvement Capital Fund (321.000.4910).

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

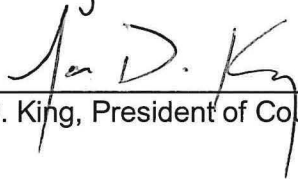
SECTION ONE

THAT, One Million Seven Hundred Thousand Dollars (\$1,700,000) be appropriated from the unappropriated balance of the General Fund to the Transfer Capital Projects (110.651.5910).

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.

PASSED this 22nd day of January, 2018



Jason D. King, President of Council

ATTEST:



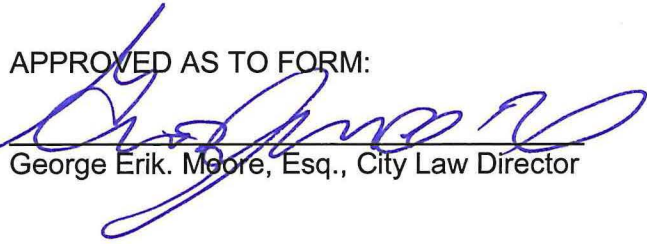
Joan S. Wurster, Clerk of Council

APPROVED January 22, 2018



Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:



George Erik. Moore, Esq., City Law Director

ORDINANCE 39-17-O

AN ORDINANCE APPROVING THE TENTATIVE AGREEMENT AND AUTHORIZING THE MAYOR AND THE SAFETY-SERVICE DIRECTOR TO ENTER INTO A CONTRACT WITH IAFF LOCAL #2603 OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, RELATIVE TO WAGES, TERMS AND OTHER CONDITIONS OF EMPLOYMENT, AND DECLARING AN EMERGENCY.

WHEREAS, Local #2603 of the International Association of Firefighters, hereinafter "Union", has been certified by the State Employment Relations Board as exclusive representatives of all employees in the prescribed bargaining unit; and

WHEREAS, a full tentative agreement was reached by the City Administration and said Union on December 5, 2017; and

WHEREAS, the Union members ratified the aforementioned full tentative agreement on December 6, 2017.

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

SECTION ONE

THAT, the Council of the City of Celina does hereby approve the full tentative agreement recently reached between the City of Celina and the said Union.

SECTION TWO

THAT, the Mayor and the Safety-Service Director be and are hereby authorized on behalf of the City to enter into a contract with the said Union. Said contract shall supersede Ordinance 49-14-O as written and amended and be in effect commencing September 17, 2017 until September 16, 2020.

SECTION THREE

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 council action must be taken within 30 days of presentation to Council. 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 18th day of December, 2017

ATTEST:

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

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

APPROVED December 18, 2017
Jeffrey S. Hazel
Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:

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

ORDINANCE 40-17-O

AN ORDINANCE APPROVING THE TENTATIVE AGREEMENT AND AUTHORIZING THE MAYOR AND THE SAFETY-SERVICE DIRECTOR TO ENTER INTO A CONTRACT WITH THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC. REPRESENTING THE SERGEANTS AND DECLARING AN EMERGENCY.

WHEREAS, the Fraternal Order of Police, Ohio Labor Council, Inc. (hereafter F.O.P.), has been certified by the State Employment Relations Board as exclusive representatives of the Sergeants of the City of Celina Police Department; and

WHEREAS, a full tentative agreement was reached by the City Administration and said Union on December 7, 2017; and

WHEREAS, the Union members ratified the aforementioned full tentative agreement on December 15, 2017.

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

SECTION ONE

THAT, the Council of the City of Celina does hereby approve the full tentative agreement recently reached between the City of Celina and the F.O.P. representing the Sergeants of the City of Celina Police Department.

SECTION TWO

THAT, the Mayor and Safety-Service Director be and are hereby authorized on behalf of the City to enter into a contract with the F.O.P. Sergeants and that said contract shall supersede the existing contract authorized by Ordinance 38-14-O as written and amended for the period October 1, 2017 through September 30, 2020.

SECTION THREE

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 Council action must be taken within 30 days of presentation to Council. 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 18 day of December, 2017

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

ATTEST:

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

APPROVED December 18, 2017
Jeffrey S. Hazel
Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:

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

ORDINANCE 41-17-O

AN ORDINANCE APPROVING THE TENTATIVE AGREEMENT AND AUTHORIZING THE MAYOR AND THE SAFETY-SERVICE DIRECTOR TO ENTER INTO A CONTRACT WITH THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC. REPRESENTING THE POLICE OFFICERS AND DECLARING AN EMERGENCY.

WHEREAS, the Fraternal Order of Police, Ohio Labor Council, Inc. (hereafter F.O.P.), has been certified by the State Employment Relations Board as exclusive representatives of the Police Officers of the City of Celina Police Department; and

WHEREAS, a full tentative agreement was reached by the City Administration and said Union on December 7, 2017; and

WHEREAS, the Union members ratified the aforementioned full tentative agreement on December 15, 2017.

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

SECTION ONE

THAT, the Council of the City of Celina does hereby approve the full tentative agreement recently reached between the City of Celina and the F.O.P. representing the Police Officers of the City of Celina Police Department.

SECTION TWO

THAT, the Mayor and Safety-Service Director be and are hereby authorized on behalf of the City to enter into a contract with the F.O.P. Police Officers and that said contract shall supersede the existing contract authorized by Ordinance 38-14-O as written and amended for the period October 1, 2017 through September 30, 2020.

SECTION THREE

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 Council action must be taken within 30 days of presentation to Council. 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 18th day of December, 2017

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

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

APPROVED December 18, 2017

APPROVED AS TO FORM:
George Erik Moore
George Erik Moore, Esq., City Law Director

Jeffrey S. Hazel
Jeffrey S. Hazel, Mayor

ORDINANCE 42-17-O

AN ORDINANCE APPROVING THE TENTATIVE AGREEMENT AND AUTHORIZING THE MAYOR AND THE SAFETY-SERVICE DIRECTOR TO ENTER INTO A CONTRACT WITH THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC. REPRESENTING THE DISPATCHERS AND DECLARING AN EMERGENCY.

WHEREAS, the Fraternal Order of Police, Ohio Labor Council, Inc., (hereafter F.O.P.) has been certified by the State Employment Relations Board as exclusive representatives of the Dispatchers of the City of Celina Police Department; and

WHEREAS, a full tentative agreement was reached by the City Administration and said Union on December 7, 2017; and

WHEREAS, the Union members ratified the aforementioned full tentative agreement on December 15, 2017.

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

SECTION ONE

THAT, the Council of the City of Celina does hereby approve the full tentative agreement recently reached between the City of Celina and the F.O.P. representing the Dispatchers of the Celina Police Department.

SECTION TWO

THAT, the Mayor and the Safety-Service Director be and are hereby authorized on behalf of the City to enter into a contract with the F.O.P. Dispatchers and that said Contract shall supersede the existing Contract authorized by Ordinance 39-14-O as written and amended for the period October 1, 2017 through September 30, 2020.

SECTION THREE

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 council action must be taken within 30 days of presentation to Council. 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 18th day of December, 2017

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

ATTEST:

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

APPROVED AS TO FORM:

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

APPROVED December 18, 2017
Jeffrey S. Hazel
Jeffrey S. Hazel, Mayor

ORDINANCE 43-17-O

AN ORDINANCE ADOPTING SCHEDULES OF SALARIED AND HOURLY RANGES, EMPLOYEE BENEFITS ALONG WITH PERSONNEL PROVISIONS FOR NON-UNION OFFICERS AND EMPLOYEES AS WELL AS PROVISIONS NOT COVERED IN CONTRACTS WITH UNION EMPLOYEES OF THE CITY OF CELINA, OHIO, TO REPEAL ALL ORDINANCES OR PARTS THEREOF INCONSISTENT HEREWITH AND DECLARING AN EMERGENCY.

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

SECTION ONE

THAT, the Council of the City of Celina does hereby adopt the schedules of salaried and hourly ranges, employee benefits along with personnel provisions for non-union officers and employees as well as provisions not covered in contracts with union employees of the City of Celina, Ohio, hereto attached as Exhibit A, and made part of this Ordinance.

SECTION TWO

THAT, this Ordinance shall be effective retroactive to October 1, 2017. All Ordinances or parts thereof inconsistent with this Ordinance are hereby repealed.

SECTION THREE

THAT, this Ordinance shall be declared an emergency measure immediately necessary for the preservation of the public health, safety and welfare. Such emergency arising out of the necessity to complete the revisions of the payroll ordinance 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 18th day of December, 2017

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

ATTEST:

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

APPROVED December 18, 2017

Jeffrey S. Hazel
Jeffrey S. Hazel, Mayor

APPROVED AS TO FORM:

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

43-17-O
Exhibit A

CITY OF CELINA, OHIO

**WAGE AND BENEFIT ORDINANCE FOR
NON-BARGAINING UNIT EMPLOYEES**

EFFECTIVE October 1, 2017

ORDINANCE 43-17-O

SECTION 1
SCOPE OF COVERAGE

The following wage and benefit Ordinance shall be applicable to all City employees not otherwise covered by a collective bargaining agreement or individual employment contract.

SECTION 2
EMPLOYMENT POLICIES

The policies and procedures, as contained in the City of Celina Personnel Policy and Procedure Manual, shall be applicable to all employees covered by this Ordinance, unless said employee's position is specifically exempted from said policy or procedure by the terms and conditions therein.

SECTION 3
BENEFITS

It is the City's intent, through this Ordinance, to provide its non-bargaining unit employees with generally the same or similar economic fringe benefits as provided to employees included in the Celina Municipal Employee Representative Committee (CMERC) bargaining unit. Therefore, non-bargaining unit employees shall be provided the following economic fringe benefits:

1. Generally: All applicable fringe benefits as contained in the City of Celina Personnel Policy and Procedure Manual as adopted on October 5, 2006, or as thereafter amended by the City.
2. Health and Life Insurance: All eligible full-time non-bargaining unit employees shall be provided group health and life insurance in accordance with the same terms and conditions as contained in Article 30 of the CMERC Agreement currently in effect. Such terms and conditions shall also include, but not be limited to, the following:
 - A. The Employer will pay a portion of the monthly family or individual premium for each permanent full-time employee, except when the spouse also works for City. If both spouses work for the City the employer will have the option to pay a portion of either each employee's individual plan or for one family plan if the family plan is applicable. Each employee shall be provided with a booklet detailing the employee's selected City medical benefit plan.

- B. Each permanent full-time employee shall pay a portion of the monthly estimated insurance premium of the plan selected by the employee on an annual basis. The employee's cost for the basic Health Insurance plan (Plan A) shall be as outlined below.
- a. Plan A shall be the Health Saving Account (HSA) plan. The employee contribution for the plan shall be equal to fifteen percent (15%) effective January 1, 2016 of the total annual cost of the applicable coverage. The Employer contribution to the deductible shall not exceed \$2,000 per year for a single (employee only) coverage or \$4,000 per year for any non-single coverage. If overall costs savings can be realized by the Employer, this deductible may be adjusted.
 - b. For employees participating in Plan A, their spouses will not be required to take other insurance that may be offered by the spouses' employers.
 - c. If, in the future, HSA high deductible plans are phased out by the federal government, the Employer agrees to allow the bargaining unit to replace the current Plan A with an alternative health care plan through use of the Insurance Executive Committee.
 - d. The Employer shall determine the cost sharing arrangements for other alternative plans offered.
3. Longevity Pay: Each full-time, non-bargaining unit employee of the City, employed prior to September 16, 2004, with five (5) or more years of continuous employment with the City shall receive, in addition to the employee's regular salary or hourly wage, additional compensation at the following rates:
- | | | |
|----|---------------------------------|----------|
| a. | Five (5) full years of service | \$100.00 |
| b. | Six (6) full years of service | 120.00 |
| c. | Seven (7) full years of service | 140.00 |
| d. | Eight (8) full years of service | 160.00 |
| e. | Nine (9) full years of service | 180.00 |
| f. | Ten (10) full years of service | 200.00 |

- g. \$60.00 additional for each year thereafter of continuous service.

Any full-time employee hired after September 16, 2004, shall not be eligible for Longevity Pay.

This additional compensation shall be accumulated by the City and paid to said employee on the first Friday in December of each year.

In the event an employee terminates employment with the City, longevity pay provided herein shall be pro-rated from the anniversary date over the period of employment in the year of termination.

“Continuous employment” as used in this Section means full-time employment in the City, including regular vacation and sick leave time.

Such continuous employment shall commence at the employee’s most recent date of employment.

Longevity pay shall be computed and goes into effect on the first day of the first full pay period within which the anniversary date of such employment falls, assuming the time and continuous employment provisions are met.

Any employee who takes a leave of absence, which is approved by the Appointing Authority, shall, for purposes of longevity pay, be considered as being continuously employed.

- 4. Uniform Allowances: The Chief of Police and the Assistant Chief of Police shall receive the same uniform benefits as prescribed in the Agreement between the Fraternal Order of Police/Ohio Labor Council, Inc. and the City of Celina, for patrol officers.

Auxiliary/Intermittent Firefighters, EMTs, and Paramedics will be reimbursed up to \$100.00 per year for expenditures for uniforms and cleaning expense for uniforms, upon written approval of the Fire Chief.

The Fire Chief shall receive the same uniform allowance as provided to the other full-time firefighters in accordance with the negotiated Agreement between the City of Celina and International Association of Firefighters.

SECTION 4
PAY ADJUSTMENTS

1. Each non-bargaining unit employee who is not exempt from the overtime provisions of the Fair Labor Standards Act (FLSA) shall be eligible for an annual step increase of two percent (2%). Such increase shall be effective no sooner than the first day of the pay period which includes the employee's anniversary date of hire and shall not exceed the maximum of the assigned pay range.
2. Merit increases for exempt employees within the established salary brackets shall be based on the employee's evaluation and may vary from 0% to 3% per year, effective April 1 of each year.
3. Additionally, City Council may grant a general "Across the Board" pay adjustment on an annual basis, or as otherwise determined for all non-bargaining unit employees. The amount and timeliness of any adjustments shall be determined in consideration of available funds, recommendations by the Mayor and Administration, negotiated agreements with other employees, and/or other relevant factors. Increases, when granted, shall be awarded to all employees within the same pay period, and will be reflected in the wage schedule through a proportionate adjustment upwards.
 - A. Effective the first full pay period following September 30, 2017, the hourly base schedule shall be increased by two percent (2.5%).
 - B. Effective the first full pay period following September 30, 2018, the hourly base schedule shall be increased by three percent (2.25%).
 - C. Effective the first full pay period following September 30, 2019, the hourly base schedule shall be increased by two and one-half percent (2.0%).
4. Regular City employees under PERS or the Police and Fire Pension Fund shall be enrolled in pension pickup program utilizing the salary reduction method.

SECTION 5
WAGE AND SALARY SCHEDULES

1. A newly appointed employee shall normally be assigned to the minimum rate of their assigned pay range. The Appointing Authority may choose to initially assign a new employee to a rate higher than the minimum.

2. Upon successful completion of their probation the employee may be advanced to the next step of the pay range, and thereafter each year advance over time, up to the maximum rate assigned to the range. This is to assist the City in recruiting and retaining exceptionally qualified job applicants. In no case, however, shall an hourly employee be hired into a rate above Step E of their pay range without approval of Council.

3. If a former employee is re-employed to a classification the employee had previously held with the City of Celina, the Appointing Authority may make an appointment at the same classification and step the employee had received at the time of separation of service; insofar as that rate is at or below the maximum rate assigned to the employee's pay range. Additionally, employees on layoff shall, at the time of reinstatement, be reinstated at the same classification and step at the time of their layoff.

4. The following wage and salary schedules shall be effective on the dates indicated for non-bargaining unit employees. Such employees shall be assigned to the appropriate pay range in accordance with the classification and pay range assignment schedule listed below.

CLASSIFICATION TITLES
AND PAY RANGES

Administrative Assistant to the Safety Service Director	22
Assistant Law Director	32
Bailiff.....	(Wage Established by Judge)
Chief Deputy Auditor	25
Custodial Worker	7
Deputy Auditor	23
Deputy Court Clerk I	16
Deputy Court Clerk II.....	18
Deputy Court Clerk III.....	20
Laborer.....	4
Parks Facilities Worker.....	12
Account Clerk I.....	16
Account Clerk II	18
Account Clerk III	20
Tax Administrator	24
Tax Clerk I.....	16
Tax Clerk II.....	18
Tax Clerk III	20

OTHER POSITIONS

Auxiliary/Intermittent Patrol Office. "to meet state minimum wage as amended from time to time"
Police and Fire Department Intern. . . "to meet state minimum wage as amended from time to time"
Auxiliary/Intermittent Firefighters Active Duty/Training Rate
..... "to meet state minimum wage as amended from time to time"

Temporary, Part-time, Seasonal, or Student Intern employees, for which no salary range is established, shall be compensated based on one of the following:

- 75% of grade of work performed; or if no grade is assigned to work performed, or
- Pay Grade 4 contained within this Agreement; or
- Set by another Celina City Ordinance; or
- Minimum Federal Wage Rate

EXEMPT EMPLOYEES CLASSIFICATION
AND SALARY SCHEDULE

Assistant Fire Chief	D
Assistant Police Chief	D
Assistant Wastewater Treatment Superintendent.....	E
Assistant Water Treatment & Distribution Superintendent.....	E
Assistant Public Works Superintendent.....	E
City Engineer	B
Community Development Director	C
Customer Accounts Supervisor	G
Director of Administrative Services	D
Electric Distribution Superintendent	C
Fire Chief	C
Municipal Court Clerk	F
Parks/Recreation Director.....	D
Police Chief.....	C
Planning and Community Development Director	B
Public Works Superintendent	C
Safety Service Director.....	A
Wastewater Treatment Plant Superintendent	C
Water Treatment Plant Superintendent.....	C

**CITY OF CELINA
NON-BARGAINING UNIT EMPLOYEES PAY SCALE**

Effective September 30, 2017

Grade	S	A	B	C	D	E	F	G	H	I	J
4	\$9.65	\$9.82	\$10.03	\$10.21	\$10.44	\$10.62	\$10.87	\$11.07	\$11.29	\$11.53	\$11.75
5	\$10.03	\$10.22	\$10.44	\$10.62	\$10.87	\$11.07	\$11.29	\$11.53	\$11.75	\$11.99	\$12.21
6	\$10.44	\$10.62	\$10.87	\$11.07	\$11.29	\$11.53	\$11.75	\$11.99	\$12.21	\$12.47	\$12.72
7	\$10.87	\$11.07	\$11.29	\$11.53	\$11.75	\$11.99	\$12.21	\$12.47	\$12.72	\$12.96	\$13.24
8	\$11.29	\$11.53	\$11.75	\$11.99	\$12.21	\$12.47	\$12.72	\$12.96	\$13.24	\$13.45	\$13.74
9	\$11.75	\$11.93	\$12.21	\$12.47	\$12.72	\$12.96	\$13.24	\$13.45	\$13.74	\$14.08	\$14.28
10	\$12.21	\$12.47	\$12.72	\$12.96	\$13.24	\$13.45	\$13.74	\$14.08	\$14.28	\$14.59	\$14.90
11	\$12.72	\$12.96	\$13.24	\$13.45	\$13.74	\$14.08	\$14.28	\$14.59	\$14.90	\$15.19	\$15.54
12	\$13.25	\$13.45	\$13.74	\$14.08	\$14.28	\$14.59	\$14.89	\$15.19	\$15.55	\$15.77	\$16.11
13	\$13.74	\$14.08	\$14.28	\$14.59	\$14.89	\$15.19	\$15.55	\$15.77	\$16.11	\$16.45	\$16.74
14	\$14.28	\$14.59	\$14.89	\$15.19	\$15.55	\$15.77	\$16.11	\$16.45	\$16.74	\$17.10	\$17.45
15	\$14.89	\$15.19	\$15.55	\$15.77	\$16.11	\$16.45	\$16.74	\$17.10	\$17.45	\$17.81	\$18.11
16	\$15.55	\$15.77	\$16.11	\$16.45	\$16.74	\$17.10	\$17.45	\$17.81	\$18.11	\$18.52	\$18.89
17	\$16.11	\$16.45	\$16.74	\$17.10	\$17.45	\$17.81	\$18.11	\$18.52	\$18.89	\$19.27	\$19.65
18	\$16.74	\$17.10	\$17.45	\$17.81	\$18.11	\$18.52	\$18.89	\$19.27	\$19.65	\$20.07	\$20.45
19	\$17.45	\$17.81	\$18.11	\$18.52	\$18.89	\$19.27	\$19.65	\$20.07	\$20.45	\$20.84	\$21.30
20	\$18.11	\$18.52	\$18.89	\$19.27	\$19.65	\$20.07	\$20.45	\$20.84	\$21.30	\$21.73	\$22.11
21	\$18.89	\$19.27	\$19.65	\$20.07	\$20.45	\$20.84	\$21.30	\$21.73	\$22.11	\$22.56	\$23.03
22	\$19.65	\$20.07	\$20.45	\$20.84	\$21.30	\$21.73	\$22.11	\$22.56	\$23.03	\$23.49	\$23.95
23	\$20.45	\$20.84	\$21.30	\$21.73	\$22.11	\$22.56	\$23.03	\$23.49	\$23.95	\$24.41	\$24.87
24	\$21.30	\$21.73	\$22.11	\$22.56	\$23.03	\$23.49	\$23.95	\$24.41	\$24.87	\$25.40	\$25.89
25	\$22.11	\$22.56	\$23.03	\$23.49	\$23.95	\$24.41	\$24.87	\$25.40	\$25.89	\$26.42	\$27.00
26	\$23.03	\$23.49	\$23.95	\$24.41	\$24.87	\$25.40	\$25.89	\$26.42	\$27.00	\$27.46	\$28.04
27	\$23.95	\$24.41	\$24.87	\$25.40	\$25.89	\$26.42	\$27.00	\$27.46	\$28.04	\$28.64	\$29.21
28	\$24.87	\$25.40	\$25.89	\$26.42	\$27.00	\$27.46	\$28.04	\$28.64	\$29.21	\$29.74	\$30.33
32	\$29.19	\$29.78	\$30.37	\$30.98	\$31.60	\$32.24	\$32.88	\$33.55	\$34.21	\$34.90	\$35.62

**CITY OF CELINA
NON-BARGAINING UNIT EMPLOYEES PAY SCALE**

Effective September 30, 2018

Grade	S	A	B	C	D	E	F	G	H	I	J
4	\$9.87	\$10.04	\$10.26	\$10.44	\$10.67	\$10.86	\$11.11	\$11.32	\$11.54	\$11.79	\$12.01
5	\$10.26	\$10.45	\$10.67	\$10.86	\$11.11	\$11.32	\$11.54	\$11.79	\$12.01	\$12.26	\$12.48
6	\$10.67	\$10.86	\$11.11	\$11.32	\$11.54	\$11.79	\$12.01	\$12.26	\$12.48	\$12.75	\$13.01
7	\$11.11	\$11.32	\$11.54	\$11.79	\$12.01	\$12.26	\$12.48	\$12.75	\$13.01	\$13.25	\$13.54
8	\$11.54	\$11.79	\$12.01	\$12.26	\$12.48	\$12.75	\$13.01	\$13.25	\$13.54	\$13.75	\$14.05
9	\$12.01	\$12.20	\$12.48	\$12.75	\$13.01	\$13.25	\$13.54	\$13.75	\$14.05	\$14.40	\$14.60
10	\$12.48	\$12.75	\$13.01	\$13.25	\$13.54	\$13.75	\$14.05	\$14.40	\$14.60	\$14.92	\$15.24
11	\$13.01	\$13.25	\$13.54	\$13.75	\$14.05	\$14.40	\$14.60	\$14.92	\$15.24	\$15.53	\$15.89
12	\$13.55	\$13.75	\$14.05	\$14.40	\$14.60	\$14.92	\$15.23	\$15.53	\$15.90	\$16.12	\$16.47
13	\$14.05	\$14.40	\$14.60	\$14.92	\$15.23	\$15.53	\$15.90	\$16.12	\$16.47	\$16.82	\$17.12
14	\$14.60	\$14.92	\$15.23	\$15.53	\$15.90	\$16.12	\$16.47	\$16.82	\$17.12	\$17.48	\$17.84
15	\$15.23	\$15.53	\$15.90	\$16.12	\$16.47	\$16.82	\$17.12	\$17.48	\$17.84	\$18.21	\$18.52
16	\$15.90	\$16.12	\$16.47	\$16.82	\$17.12	\$17.48	\$17.84	\$18.21	\$18.52	\$18.94	\$19.32
17	\$16.47	\$16.82	\$17.12	\$17.48	\$17.84	\$18.21	\$18.52	\$18.94	\$19.32	\$19.70	\$20.09
18	\$17.12	\$17.48	\$17.84	\$18.21	\$18.52	\$18.94	\$19.32	\$19.70	\$20.09	\$20.52	\$20.91
19	\$17.84	\$18.21	\$18.52	\$18.94	\$19.32	\$19.70	\$20.09	\$20.52	\$20.91	\$21.31	\$21.78
20	\$18.52	\$18.94	\$19.32	\$19.70	\$20.09	\$20.52	\$20.91	\$21.31	\$21.78	\$22.22	\$22.61
21	\$19.32	\$19.70	\$20.09	\$20.52	\$20.91	\$21.31	\$21.78	\$22.22	\$22.61	\$23.07	\$23.55
22	\$20.09	\$20.52	\$20.91	\$21.31	\$21.78	\$22.22	\$22.61	\$23.07	\$23.55	\$24.02	\$24.49
23	\$20.91	\$21.31	\$21.78	\$22.22	\$22.61	\$23.07	\$23.55	\$24.02	\$24.49	\$24.96	\$25.43
24	\$21.78	\$22.22	\$22.61	\$23.07	\$23.55	\$24.02	\$24.49	\$24.96	\$25.43	\$25.97	\$26.47
25	\$22.61	\$23.07	\$23.55	\$24.02	\$24.49	\$24.96	\$25.43	\$25.97	\$26.47	\$27.01	\$27.61
26	\$23.55	\$24.02	\$24.49	\$24.96	\$25.43	\$25.97	\$26.47	\$27.01	\$27.61	\$28.08	\$28.67
27	\$24.49	\$24.96	\$25.43	\$25.97	\$26.47	\$27.01	\$27.61	\$28.08	\$28.67	\$29.28	\$29.87
28	\$25.43	\$25.97	\$26.47	\$27.01	\$27.61	\$28.08	\$28.67	\$29.28	\$29.87	\$30.41	\$31.01
32	\$29.85	\$30.45	\$31.05	\$31.68	\$32.31	\$32.97	\$33.62	\$34.30	\$34.98	\$35.69	\$36.42

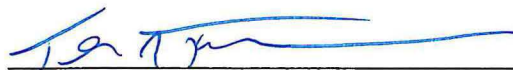
**CITY OF CELINA
NON-BARGAINING UNIT EMPLOYEES PAY SCALE**

Effective September 30, 2019

Grade	S	A	B	C	D	E	F	G	H	I	J
4	\$10.07	\$10.24	\$10.47	\$10.65	\$10.88	\$11.08	\$11.33	\$11.55	\$11.77	\$12.03	\$12.25
5	\$10.47	\$10.66	\$10.88	\$11.08	\$11.33	\$11.55	\$11.77	\$12.03	\$12.25	\$12.51	\$12.73
6	\$10.88	\$11.08	\$11.33	\$11.55	\$11.77	\$12.03	\$12.25	\$12.51	\$12.73	\$13.01	\$13.27
7	\$11.33	\$11.55	\$11.77	\$12.03	\$12.25	\$12.51	\$12.73	\$13.01	\$13.27	\$13.52	\$13.81
8	\$11.77	\$12.03	\$12.25	\$12.51	\$12.73	\$13.01	\$13.27	\$13.52	\$13.81	\$14.03	\$14.33
9	\$12.25	\$12.44	\$12.73	\$13.01	\$13.27	\$13.52	\$13.81	\$14.03	\$14.33	\$14.69	\$14.89
10	\$12.73	\$13.01	\$13.27	\$13.52	\$13.81	\$14.03	\$14.33	\$14.69	\$14.89	\$15.22	\$15.54
11	\$13.27	\$13.52	\$13.81	\$14.03	\$14.33	\$14.69	\$14.89	\$15.22	\$15.54	\$15.84	\$16.21
12	\$13.82	\$14.03	\$14.33	\$14.69	\$14.89	\$15.22	\$15.53	\$15.84	\$16.22	\$16.44	\$16.80
13	\$14.33	\$14.69	\$14.89	\$15.22	\$15.53	\$15.84	\$16.22	\$16.44	\$16.80	\$17.16	\$17.46
14	\$14.89	\$15.22	\$15.53	\$15.84	\$16.22	\$16.44	\$16.80	\$17.16	\$17.46	\$17.83	\$18.20
15	\$15.53	\$15.84	\$16.22	\$16.44	\$16.80	\$17.16	\$17.46	\$17.83	\$18.20	\$18.57	\$18.89
16	\$16.22	\$16.44	\$16.80	\$17.16	\$17.46	\$17.83	\$18.20	\$18.57	\$18.89	\$19.32	\$19.71
17	\$16.80	\$17.16	\$17.46	\$17.83	\$18.20	\$18.57	\$18.89	\$19.32	\$19.71	\$20.09	\$20.49
18	\$17.46	\$17.83	\$18.20	\$18.57	\$18.89	\$19.32	\$19.71	\$20.09	\$20.49	\$20.93	\$21.33
19	\$18.20	\$18.57	\$18.89	\$19.32	\$19.71	\$20.09	\$20.49	\$20.93	\$21.33	\$21.74	\$22.22
20	\$18.89	\$19.32	\$19.71	\$20.09	\$20.49	\$20.93	\$21.33	\$21.74	\$22.22	\$22.66	\$23.06
21	\$19.71	\$20.09	\$20.49	\$20.93	\$21.33	\$21.74	\$22.22	\$22.66	\$23.06	\$23.53	\$24.02
22	\$20.49	\$20.93	\$21.33	\$21.74	\$22.22	\$22.66	\$23.06	\$23.53	\$24.02	\$24.50	\$24.98
23	\$21.33	\$21.74	\$22.22	\$22.66	\$23.06	\$23.53	\$24.02	\$24.50	\$24.98	\$25.46	\$25.94
24	\$22.22	\$22.66	\$23.06	\$23.53	\$24.02	\$24.50	\$24.98	\$25.46	\$25.94	\$26.49	\$27.00
25	\$23.06	\$23.53	\$24.02	\$24.50	\$24.98	\$25.46	\$25.94	\$26.49	\$27.00	\$27.55	\$28.16
26	\$24.02	\$24.50	\$24.98	\$25.46	\$25.94	\$26.49	\$27.00	\$27.55	\$28.16	\$28.64	\$29.24
27	\$24.98	\$25.46	\$25.94	\$26.49	\$27.00	\$27.55	\$28.16	\$28.64	\$29.24	\$29.87	\$30.47
28	\$25.94	\$26.49	\$27.00	\$27.55	\$28.16	\$28.64	\$29.24	\$29.87	\$30.45	\$31.02	\$31.63
32	\$30.45	\$31.06	\$31.67	\$32.31	\$32.96	\$33.63	\$34.29	\$34.99	\$35.68	\$36.40	\$37.15

**CITY OF CELINA
WEEKLY SALARY SCHEDULE EXEMPT EMPLOYEES**

	2017 Range (+2.5% from 2016)	2018 Range (+2.25% from 2017)	2019 Range (+2.0% from 2018)
Grade A	\$1,683.16 - \$2,006.24	\$1,721.03 - \$2,051.38	\$1,755.45 - \$2,092.41
Grade B	\$1,600.27 - \$1,878.81	\$1,636.28 - \$1,921.08	\$1,669.01 - \$1,959.50
Grade C	\$1,340.31 - \$1,539.36	\$1,370.47 - \$1,574.00	\$1,397.88 - \$1,605.48
Grade D	\$1,239.43 - \$1,420.17	\$1,267.32 - \$1,452.12	\$1,292.67 - \$1,481.16
Grade E	\$1,107.51 - \$1,293.49	\$1,132.43 - \$1,322.59	\$1,155.08 - \$1,349.04
Grade F	\$975.62 - \$1,166.79	\$997.57 - \$1,193.04	\$1,017.52 - \$1,216.90
Grade G	\$833.74 - \$994.64	\$852.50 - \$1,017.02	\$869.55 - \$1,037.36



Safety-Service Director
City of Celina

Dated: 12-19-17