

**NEW CARLISLE CITY COUNCIL**  
**REGULAR MEETING AGENDA**  
January 7th, 2019 @ 7:00pm

1. Call to Order: Mayor Ethan Reynolds
2. Roll Call: Clerk of Council
3. Invocation
4. Pledge of Allegiance
5. Action on Minutes: Regular Meeting: 12/17/18
6. Communications: None
7. City Manager's Report: Attached
8. Comments from Members of the Public: Please limit comments to 5 minutes or less.
9. Committee Reports: None

10. RESOLUTIONS: (2 - Intro and Action)

**A. Resolution 19-01R: (Introduction, Public Hearing and Action Tonight)**

A RESOLUTION REVISING THE NEW CARLISLE CITY COUNCIL RULES OF COUNCIL

**B. Ordinance 19-02R: (Introduction, Public Hearing and Action Tonight)**

A RESOLUTION DIRECTING THE CLARK COUNTY BOARD OF ELECTIONS TO INCLUDE IN THE SPECIAL ELECTION BEING HELD ON MAY 7, 2019 AN ELECTION TO FILL THE VACANT SEAT ON THE CITY OF NEW CARLISLE CITY COUNCIL FOR THE DURATION OF ITS UNEXPIRED TERM

11. ORDINANCES: (NONE)

12. OTHER BUSINESS:

- A. **Congressman Warren Davidson:** Will hold "Mobile Office Hours" at the City Building on the fourth Tuesday of each month from 1:30PM until 2:00PM.

13. **EXECUTIVE SESSION:** None

14. Adjournment

Next **Regular Meeting** of the City Council will be **Tuesday, January 22, 2019 @ 7:00pm**  
Location: Smith Park Shelter House, 801 West Jefferson Street, New Carlisle

## RECORD OF PROCEEDINGS

<b>Minutes of:</b>	<b>Council of the City of New Carlisle, Ohio</b>	<b>REGULAR MEETING</b>
<b>Held:</b>	<b>Monday</b>	<b>December 17, 2018</b>

**1. CALL TO ORDER:** This Regular Meeting of Council called to order at 7:00 pm by Mayor Ethan Reynolds.

**2. ROLL CALL:** The Clerk of Council, Emily Berner then called the Roll:

**6 members present Reynolds, Shamy, Lowery, Cobb, Cook, Lindsey** **STAFF PRESENT:** City Manager Randy Bridge, Clerk of Council Emily Berner, Finance Director Debbie Watson, Service Director Howie Kitko, Police Administrator Sgt. Underwood, Fire Chief Steve Trusty.

**3. INVOCATION:** CM Cook

**4. PLEDGE OF ALLEGIANCE**

**5. ACTION ON MINUTES: 12/3/18**

VM Lindsey motions to accept with a second by CM Shamy **YES: 6 Lowery, Cobb, Cook, Lindsey, Reynolds, Shamy** **Nay: 0 Minutes Accepted 6-0.**

**6. COMMUNICATIONS: None**

**7. CITY MANAGERS REPORT:**

### City Manager's Report

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**TO:** Mayor, Vice Mayor, City Council, Residents, and Business Owners

**FROM:** Randy Bridge, City Manager

**DATE:** December 14, 2018 for December 17, 2018

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- Items that should be reported to or discussed with Council are indicated with an asterisk (\*) and organized under separate headings.
- Council members may bring any other item up for discussion.

#### A - ACTION REPORT

**\*B - FINANCE DISCUSSION - Verbal Report**

**\*C - SERVICE DISCUSSION - Report Attached**

**\*D - FIRE DISCUSSION - Report Attached**

**\*E - POLICE DISCUSSION - Report at Meeting**

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#### **B. Finance** – Verbal report given at meeting.

No comments or questions from Council.

To date the city has spent 91% of 2018 budget.  
New software went live for finances. Reports can be ran for any information and Council should let Ms. Watson know if there are any other informational items with finances they would like to see in a report.

## **C. SERVICE**

To: Mr. Bridge, City Manager  
 From: Howard Kitko, Service Director  
 Date: December 17, 2018  
 Subject: Council Update

### **Service Departments:**

- The final section and a City-wide sweep will begin 12/17. We will be completed with leaf pick up for the season on 12/21. Please do not park by the leaf piles, we are unable to get to them with vehicles on or near them. Any leaves left on the street that were not picked up will need to be taken to 600 W. Madison leaf drop off point until 12/24 or placed in your trash receptacle.
- We have completed some street repairs caused by trash truck traffic in various areas of the City. We still have more to do.
- Completing some minor projects prior to winter (concrete, swings, catch basins)

### **2018-2019 Various Road Projects:**

- Galewood Dr. Reconstruction Project: The 300 block of Galewood Dr. will be reconstructed in 2019. Engineering will be starting soon.

### **2019 Wastewater Plant Influent Building Upgrade:**

- The City had a kickoff meeting on 12/12 with the engineers who will be designing the project. They anticipate having plans ready for bidding in about 8 weeks timeframe.

### **Traffic Signal Upgrade Project:**

- Currently working on the right-of-way acquisition phase of the project. Construction, est. Spring 2020. (No current Update)

CM Lowery- Asks about city vehicle report. Kitko responds he turned that in and Council should have a copy in the packet. Kitko asks Council to email him if they have specific questions on vehicles.

CM Cook asks if the vehicles listed on GOV DEALS are live and for sale. Kitko notes they will be live once he puts them as active.

CM Cook asks about the condition of some of these vehicles due to lack of preventative maintenance? Kitko notes most purchased used, salt takes a toll on most.

CM Lowery asks if they should look at placing city vehicles/equipment on a rotation to purchase every 2 years like a cruiser? Bridge notes that can be looked at with the CIP/2019 budget.

## **D. Fire**

City of New Carlisle  
 City Council Meeting  
 12-17-2018  
 Fire-EMS Report

No comments or questions from Council.  
 Email questions for Chief Trusty.

- In the Month of November the New Carlisle Fire Division responded to 79 EMS call in the City and 16 in Elizabeth Township.
- The Division responded to 8 Fire related calls in the City and 51 in Elizabeth Township.
- We had 3 EMS calls answered by mutual aid, either by Pike Township or Bethel Clark, due to medic S2 being on a response.
- We answered 1 mutual aid EMS calls for Pike Township and 3 for Bethel Clark.
- In the Month of October the Division responded to 4 Overdose calls,

## **E. Police**

City of New Carlisle  
 Clark County Sheriff's Office

Patrol Division  
 November 2018  
 41 calls  
 Assaults: 1  
 Domestic Violence: 1  
 Theft: 8  
 Non- Injury Crash: 1  
 Citations: 10  
 Drug Complaints: 0  
 Overdose: 1  
 Suicide Attempt: 1  
 Burglary: 1

TLS will be on winter recess from 12/21 through 1/2. Please drive with that in mind.

No comments or questions from Council.

**\*F. INFORMATIONAL ITEMS**

- **Patrol Vehicle Update**
  - All Vehicles Back in Service
- **Health Stats**
  - Attached
- **City Offices Closed:**
  - Monday, December 24 - Christmas Eve
  - Tuesday, December 25 - Christmas Day
  - Friday, December 28th - Close @ 1:30 - Employee Retirement Party
  - Tuesday, January 1st - New Year's Day
- **Employee Retirement**
  - Brent Knipfer - Water Department - 38 Years of Service!
  - Thank you, Brent!
- **Tree Lighting Ceremony**
  - Great Success!
  - Mail letters to Santa from the City Building!
- **Upcoming:**
  - Town Hall Meeting
  - 2019 Operating Budget Work Sessions
  - Rules of Council
  - Other Year End / Year Beginning Items

No comments or questions from Council.

Bridge thanks Brent Knipfer for his 38 years of service. Retirement party will be for him.

Mayor Reynolds thanks everyone for helping at the tree lighting event.

**8. COMMENTS FROM MEMBERS OF THE PUBLIC:**

*Peggy Eggelston 312 S. Main- thanks Mr. Bridge for replacing flag pole and flag at Hensley Park.*

*Linda Eggelston Nowakowski 317 S. Main St. Would like to know what will happen with election of new council member. Mayor responds the city is waiting for law director to draft legislation. Bridge adds Council needs to give Ms. Dinkler direction on if they would like 60 days or 90 days and if the election will be open to anyone. VM Lindsey notes he will call BOE. Bridge adds he will ask Ms. Dinkler to attend first meeting of 2019.*

*Becky McKenzie 521 Hamilton comments on various law fees accumulated by council and asks how they will work to curb their spending in 2019? Mayor Reynolds notes they will discuss these items at budget sessions.*

**9. COMMITTEE REPORTS: NONE****10. RESOLUTIONS: NONE****11. ORDINANCES: (1 INTRO 4 ACTION)****A. ORDINANCE 18-31**

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR CITY EMPLOYEE HEALTH INSURANCE** CM LOWERY MOTIONS TO ACCEPT WITH A SECOND BY CM SHAMY. COMMENTS AND QUESTIONS: Bridge notes yearly health insurance for city employees with a 6% increase from last year. VM Lindsey asks about having a copy of the insurance policy prior to approval. Bridge adds that once approved he will get Council a copy. **YES: 5 Lowery, Cook, Lindsey, Reynolds, Shamy NAY: 1 Cobb Accepted 5-1**

**B. ORDINANCE 18-32 (AGREEMENT ATTACHED PG. 3215)**

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE SHERIFF OF CLARK COUNTY, OHIO FOR POLICE PROTECTION WITHIN THE CITY LIMITS OF NEW CARLISLE, OHIO** VM LINDSEY MOTIONS TO ACCEPT WITH A SECOND BY CM COOK. COMMENTS AND QUESTIONS: Contract for city policing. CM Lowery asks if we are still able to make changes and Bridge notes yes. Mayor Reynolds asks if we have a deputy we would not want can we have them removed? Bridge notes yes. **YES: 6 Lindsey, Reynolds, Shamy, Lowery, Cobb, Cook NAY: 0 Accepted 6-0**

**C. ORDINANCE 18-33**

**AN ORDINANCE APPROVING A CONTRACT BETWEEN THE CITY'S AFSCME CHAPTER AND THE CITY OF NEW CARLISLE FOR A THREE-YEAR PERIOD** CM LOWERY MOTIONS TO ACCEPT WITH A SECOND BY CM SHAMY. COMMENT AND QUESTIONS: CM Cook states he notices "several changes" and he will be voting no. Bridge asks Why? Cook notes that there are changes that he was not aware of. Additional

language in regards to discrimination. Bridge informs Cook it was discussed during the first executive session. Lindsey asks if we can meet again before the contract is up. Bridge states "NO, I will be gone, it is Christmas". Cook adds the contract was changed. Bridge informs Council he has given all members updates and these items have been available and nothing was changed. CM Cook makes motion to table this ordinance and CM Cobb seconds the motion. CM Lowery adds this will be "shooting ourselves in the foot financially" the contract will expire on 12/31/18. Bridge recommends this needs to pass and can be amended later. **Vote to table the ordinance: YES: 3 Cook, Lindsey, Cobb NO: 3 Reynolds, Shamy, Lowery 3-3 Fails**

**Vote for original motion to accept: YES: 4 Lowery, Lindsey, Reynolds, Shamy NO: 2 Cobb, Cook Motion Accepted 4-2**

**D. ORDINANCE 18-34E (AGREEMENT ATTACHED PG. 3216)**

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE CLARK COUNTY SHERIFF'S OFFICE FOR FIRE AND EMS DISPATCHING SERVICES.** CM COOK MOTIONS TO ACCEPT WITH A SECOND BY CM SHAMY. COMMENT AND QUESTIONS: Bridge adds this is for dispatching services. Reynolds adds this is a reduction and it is an emergency. Chief adds moving to CC dispatch wise decision for radios. **YES: 6 Lowery, Cobb, Cook, Lindsey, Reynolds, Shamy NAY: 0 Accepted 6-0**

**12. OTHER BUSINESS:**

- Congressman Warren Davidson will hold mobile office hours at the City Building on the fourth Tuesday of each month from 1:30-2:00pm.
- No crime watch meetings until March.
- New Year's Eve Ball drop with fireworks 12-31-18 9:00 PM-1:00 AM. Lowery thanks Bobo construction for all their help.
- Chief Trusty gave his report.
- CM Lowery notes he enjoyed the city Christmas party and thanks Ms. Watson for organizing, notes 2018 was an interesting year. The pool turned around, streets paved, more citizen involvement and he urges this to continue.
- VM Lindsey speaks on behalf of Council and wishes everyone a Merry Christmas.

**13. EXECUTIVE SESSION: NONE**

**14. ADJOURNMENT:** CM LOWERY MOTIONS TO ADJOURN WITH A SECOND BY CM SHAMY AT 7:43 PM.

**CITY OF NEW CARLISLE  
2019 LAW ENFORCEMENT AGREEMENT**

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the Sheriff of Clark County, Ohio, hereinafter referred to as "Sheriff," and the City of New Carlisle, Clark County, Ohio, hereinafter referred to as "City," and the Board of Commissioners of Clark County, Ohio, hereinafter referred to as "County."

**WITNESSETH**

**WHEREAS**, the City is desirous of acquiring police protection for the residents of the City of New Carlisle, Clark County, Ohio, pursuant to Section 737.04 of the Ohio Revised Code; and

**WHEREAS**, the Sheriff of Clark County, Ohio, pursuant to Section 311.29 of the Ohio Revised Code, is willing and able to provide the necessary service of police personnel and equipment to the City.

**NOW THEREFORE**, the Sheriff agrees to provide police protection for the City by assigning exclusively to the City four (4) regular uniformed deputy sheriffs to keep the peace, protect property, and in addition the Sheriff agrees to make available to the deputy sheriffs all training programs, special equipment and other regular facilities of the Sheriff's Office. The Sheriff and City manager will mutually agree upon a Police Administrator for the City of New Carlisle. The Administrator or his/her designee will attend one (1) City Of New Carlisle council meeting per month.

It is mutually understood by and between the parties that additional services herein contracted for, to be provided by the Sheriff, shall be in addition to the present level of police protection and routine patrolling as are now being rendered by the Sheriff's Office, and the Sheriff shall not, in any manner, diminish such regular services by reason of this Agreement. Activity shall be limited to within the City limits, unless prior authorization is obtained. All parties understand that certain investigations and emergency situations may require the Deputy to leave the City. The Safety Director shall be notified as soon as possible. As much as possible, the Sheriff or his designee agrees to provide the City Manager/Safety Director information concerning investigations in the City of a sensitive nature or that may draw future public attention, with the understanding that various laws may limit the release of some investigative information.

The Sheriff will furnish daily logs to the City (upon request) and the Uniform Patrol Sergeant shall maintain such records. Both the Sheriff and City shall mutually agree to days off and the hours of work (shift) in accordance with the collective bargaining agreement.

In consideration of the foregoing services to be provided by the Sheriff to the City, the City agrees to pay to the Sheriff the following: All the actual salary and benefit costs associated with the Deputies assigned to work in the City of New Carlisle under the terms of this contract. These costs shall include: base salary, sick time payout, comp time payout, overtime, training, retirement funding, medicare premiums, workers compensation, life insurance, dental insurance,

health insurance, uniform allowance and liability insurance. The Sheriff shall submit to the City an invoice each month describing the costs incurred by the Sheriff during that particular month. The City shall promptly pay upon receipt of the invoice. Monthly costs may vary, but the total costs invoiced by the Sheriff during the life of the contract shall not exceed \$424,836.27 (See attached costs worksheet).

The County shall provide professional liability insurance coverage insuring these deputies to the same extent that such insurance is provided to deputies on other assignments, and shall name the City as an additional insured.

The City shall provide the vehicle and all other equipment required by the Sheriff to completely equip a full service Deputy Sheriff. The Sheriff must approve all equipment purchases to ensure consistency and compatibility with other Sheriff's Office equipment and systems. The City shall provide vehicle insurance and gasoline. Deputies will not be replaced on time off, however if an illness exceeds more than ten (10) consecutive working days, the Sheriff will reassign appropriate coverage temporarily at no additional charge to the City.

Payment pursuant to this Agreement shall be made to the Clark County Treasurer and credited to the Sheriff's Policing Rotary Fund. All monies credited to such account and not obligated at the termination of this agreement shall be credited to the County General Fund.

In compliance with ORC § 125.111

(1) That, in the hiring of employees for the performance of work under the contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates;

(2) That no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

This Agreement shall become effective on the 1<sup>st</sup> day of January, 2019, and shall terminate on the 31<sup>st</sup> day of December 2019.

If, during the above stated agreement period, the City is desirous of acquiring additional police protection for the citizens of New Carlisle, the Sheriff and the County agree to re-examine the current agreement and modify it accordingly. In addition, any party hereto may request a modification to this agreement. Modifications (other than with respect to health insurance costs, as stated above) must be mutually agreed upon in writing by all parties hereto.

**NEW CARLISLE 2019 CONTRACT WORKSHEET**

<b>SALARY EXPENSES</b>	<b>Deputy 1</b>	<b>Deputy 2</b>	<b>Deputy 3</b>	<b>Deputy 4</b>
<b>SALARY</b>	\$ 62,608.00	\$ 62,608.00	\$ 62,608.00	\$ 62,608.00
<b>SICK PAY OUT</b>	\$ 2,408.00	\$ 2,408.00	\$ 2,408.00	\$ 2,408.00
<b>OVERTIME (4% SALARY)</b>	\$ 2,504.32	\$ 2,504.32	\$ 2,504.32	\$ 2,504.32
<b>TOTAL</b>	\$ 67,520.32	\$ 67,520.32	\$ 67,520.32	\$ 67,520.32
<b><u>BENEFIT EXPENSES</u></b>				
<b>PERS</b>	\$ 12,221.18	\$ 12,221.18	\$ 12,221.18	\$ 12,221.18
<b>MEDICARE</b>	\$ 979.04	\$ 979.04	\$ 979.04	\$ 979.04
<b>WORKER'S COMP</b>	\$ 1,181.61	\$ 1,181.61	\$ 1,181.61	\$ 1,181.61
<b>LIFE INSURANCE</b>	\$ 45.60	\$ 45.60	\$ 45.60	\$ 45.60
<b>DENTAL INSURANCE</b>	\$ 218.64	\$ 218.64	\$ 218.64	\$ 218.64
<b>HEALTH INS FAMILY</b>	\$ 22,147.68	\$ 22,147.68	\$ 22,147.68	\$ 22,147.68
<b>UNIFORM ALLOWANCE</b>	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00
<b>LIABILITY INSURANCE</b>	\$ 670.00	\$ 670.00	\$ 670.00	\$ 670.00
<b>TOTAL BENEFITS</b>	\$ 38,363.75	\$ 38,363.75	\$ 38,363.75	\$ 38,363.75
<b>SALARY AND BENEFITS</b>	\$ 105,884.07	\$ 105,884.07	\$ 105,884.07	\$ 105,884.07
<b>TOTAL AMOUNT FOR FOUR DEPUTIES PER YEAR</b>	\$ 423,536.27			
<b>COUNCIL MEETING FEE</b>	\$ 1,300.00			
<b>TOTAL</b>	\$ 424,836.27			

**Termination**

The Sheriff, the County, or the City may terminate this agreement for any reason prior to the above date by providing the other party a notice of intent to terminate, which must be provided in writing at least sixty (60) days prior to the intended date of termination.

The Sheriff, the County, or the City may terminate this agreement with a shorter notice than sixty (60) days by giving a thirty (30) day notice of intent to terminate when another party has breached the terms of the agreement. A breach of the agreement shall include, but not be limited to, a delinquency in any payment by the City under this agreement. If the City is delinquent in any payment, the City shall have thirty (30) days to cure such delinquency before the notice of intent to terminate begins to run.

In the event the City terminates this agreement, or in the event that the Sheriff or County terminates this agreement because of a breach by the City, the City shall be liable to the Sheriff and the County for any and all unemployment benefits paid or due the deputies provided to the City under this agreement. In the event that the deputies who are provided to the City under this agreement are able to avoid layoff after termination of this agreement by displacing less senior deputy sheriffs, the City shall be liable to the Sheriff and County for any and all unemployment benefits paid to the deputy sheriffs who are laid off as a result of either (1) the City's termination of this agreement, or (2) the Sheriff's or County's termination of this agreement following a breach by the City.

**CITY OF NEW CARLISLE**  
**2019 DISPATCHING AGREEMENT**

This Agreement made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between the Sheriff of Clark County, Ohio, hereinafter referred to as "Sheriff," and the City of New Carlisle, Clark County, Ohio, hereinafter referred to as "City," and the Board of Commissioners of Clark County, Ohio, hereinafter referred to as "County."

**WITNESSETH**

**WHEREAS**, the City is desirous of acquiring fire suppression and emergency medical services dispatching for the residents of City of New Carlisle, Clark County, Ohio; and

**WHEREAS**, the parties wish to enter into this agreement as part of the allocation of costs for the county public safety answering point and final 9-1-1 plan.

**NOW THEREFORE**, the Sheriff agrees to provide twenty-four (24) hour per day dispatching services to the City's Fire Department(s). Dispatching shall be limited to the Fire Chiefs or their designee and equipment responding for the Fire Department(s). The Sheriff also agrees to assist in the communication between the City and other units, which may be available to provide mutual aid.

The City agrees to the following:

1. The Sheriff shall not be responsible for any administrative or operating decisions, as it relates to the responding City Fire and/or Emergency Medical Services.
2. The Sheriff's responsibility shall be limited to relaying the request for services to the appropriate Fire and/or Emergency Medical Services via the FCC assigned radio frequency and activating the "tone" at the appropriate firehouse.
3. It is agreed that additional communication may be needed to ensure safety and fire suppression.
4. Each party agrees to be responsible for any negligent acts or negligent omissions by or through itself or its officers, employees, agents and contracted servants, and each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in this agreement shall impute or transfer any such responsibility from one to the other.
5. Pursuant to Ohio law, each party agrees:

(1) That, in the hiring of employees for the performance of work under the contract or any subcontract, no employee, agent, subcontractor, or representative of the contracting parties, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates;

(2) That no employee, agent, subcontractor, or representative of the contracting

parties, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

In consideration of the foregoing services to be provided by the Sheriff to the City, the City agrees to pay to the County the sum of: (\$20,284.70) for the period of January 1, 2019 through December 31, 2019 for costs incurred by the Sheriff for such services.

Payment pursuant to this agreement shall be made to the Clark County Treasurer and credited to the Sheriff's Policing Revolving Fund. All monies credited to such account and not obligated at the termination of this agreement shall be credited to the County General Fund.

Payment shall be made bi-annually and shall be due, as described:

- \$ 10,142.35                      Due Feb 1<sup>st</sup>, 2019
- \$ 10,142.35                      Due Aug 1<sup>st</sup>, 2019

The Sheriff or City may terminate this agreement prior to the above date by supplying to the other party a sixty (60) day written notice of termination. The above costs were determined based on the per capita of the City at a rate of \$3.55 per person per year (5,714 people x \$3.55 = \$20,284.70).

## City Manager's Report

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**TO:** Mayor, Vice Mayor, City Council, Residents, and Business Owners  
**FROM:** Randy Bridge, City Manager  
**DATE:** January 4, 2019 for January 7, 2019

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- Items that should be reported to or discussed with Council are indicated with an asterisk (\*) and organized under separate headings.
- Council members may bring any other item up for discussion.

### A - ACTION REPORT

### B - FINANCE DISCUSSION

### C - SERVICE DISCUSSION

### D - FIRE DISCUSSION

### E - POLICE DISCUSSION

### \*F. INFORMATIONAL ITEMS

- **Income Tax Collection Reports**
  - 2017 - Attached
  - 2018 - Attached
  - Comments from City Manager
- **Motion to Approve Members to Various Boards**
  - Paul Molla Jr. - Tax Review Board
  - Steve Fields - Planning Board
  - Janet Addeo - Board of Zoning Appeals (BZA)
  - Karen Clark - Planning Board
  - Sharon High - BZA
  - Sally Raiteri - Planning Board
- **Various Board Openings**
  - Parks and Recreation Board - 1 Opening
  - Board of Zoning Appeals - 1 Opening
  - Tax Review Board - 2 Openings
- **2019 Council Information**
  - Pay Dates - Attached
  - Meeting Dates - Attached
  - Observed Holidays - Attached
- **Upcoming:**
  - Town Hall Meeting
  - 2019 Operating Budget Work Sessions
    - Year Close Out anticipated by end of month
    - Work Sessions to begin 2cd week in February
    - Set dates?



# FINANCE REPORT - 2017 INCOME TAX REVENUE

CCA TAX RECEIPTS												STATE OF OHIO TAX RECEIPTS			
MONTH	GROSS COLLECTIONS	TAX ALLOCATION ADJUSTMENTS	GROSS COLLECTION REVISIONS (Admin)	TOTAL ADJUSTED GROSS COLLECTIONS	REFUNDS	RETURNED CHECKS	CCA -NET REVENUE	COLLECTION FEES (Incl annual audit fee adj)	CCA - BANK PAYMENTS	DATE RECEIVED	ST OF OHIO REVENUE (ACH)	DATE RECEIVED	TOTAL NET PAYMENTS		
JAN	109,726.75	0.00		109,726.75			109,726.75		109,726.75	2/13/17	43.25		109,770.00		
FEB	80,566.84	0.00		80,566.84	-392.00	-104.22	80,070.62		80,070.62	3/13/17			80,070.62		
MAR	116,654.50	0.00		116,654.50	-1,329.00		115,325.50		115,325.50	4/17/17	611.85	3/1/17	115,937.35		
APR (Est)	213,000.00	0.00		213,000.00	-1,726.48	-401.65	210,871.87	-10,400.00	200,471.87	5/16/17			200,471.87		
MAY (Est)	192,000.00	26,032.45	-108.28	217,924.17	-1,568.82		216,355.35	-3,316.50	213,038.85	6/19/17			213,038.85		
JUN (Est)	108,700.00	9,286.46	118.05	118,104.51	-5,245.29	-398.22	112,461.00	-1,975.00	110,486.00	7/17/17	6.93	6/1/17	110,492.93		
JUL	114,058.86	4,110.66		118,169.52	-1,123.33		117,046.19	-2,202.00	114,844.19	8/14/17			114,844.19		
AUG	101,312.92	0.00	298.92	101,611.84	-2,165.17		99,446.67	-2,030.00	97,416.67	9/18/17			97,416.67		
SEP	112,760.76	0.00	630.19	113,390.95	-1,521.98	-103.78	111,765.19	-2,255.00	109,510.19	10/16/17	3.95	9/1/17	109,514.14		
OCT	116,923.95	0.00	134.00	117,057.95	-293.17	-12.66	116,752.12	-2,340.00	114,412.12	11/13/17			114,412.12		
NOV	115,391.30	0.00	300.62	115,691.92	-3,652.82	0.00	112,039.10	-2,310.00	109,729.10	12/18/17			109,729.10		
DEC							0.00		0.00		428.74	12/1/17	428.74		
TOTALS	1,381,095.88	39,429.57	1,373.50	1,421,898.95	-19,018.06	-1,020.53	1,401,860.36	-26,828.50	1,375,031.86		1,094.72		1,376,126.58		

# INCOME TAX REVENUE REPORT - 2018

CCA TAX RECEIPTS											STATE OF OHIO TAX RECEIPTS			
MONTH RECV (TX MONTH)	GROSS COLLECTIONS	TAX ALLOCATION ADJUSTMENTS	GROSS COLLECTION REVISIONS (Admin)	TOTAL ADJUSTED GROSS COLLECTIONS	REFUNDS	RETURNED CHECKS	CCA -NET REVENUE	COLLECTION FEES (Ind annual audit fee adj)	CCA - BANK PAYMENTS	DATE RECEIVED	CTRY MUNI INC TAX	MONTHLY MUNI NET PROFIT TAX	NET STATE PAYMENTS	TOTAL NET PAYMENTS
JAN (Dec)	137,249.12	0.00	131.08	137,380.20	-604.75	-682.00	136,093.45	-2,745.00	133,348.45	1/12/18	0.00	0.00	0.00	133,348.45
FEB (Jan)	136,230.92	0.00	1,531.00	137,761.92	-437.61	0.00	137,324.31	-2,725.00	134,599.31	2/16/18	0.00	0.00	0.00	134,599.31
MAR (Feb)	97,036.43	0.00	39.00	97,075.43	0.00	0.00	97,075.43	-1,940.00	95,135.43	3/19/18	1,757.95	0.00	1,757.95	96,893.38
APR (Mar)	143,000.00	0.00	115.67	143,115.67	-1,551.01	-1,500.00	140,064.66	-2,860.00	137,204.66	4/16/18	0.00	0.00	0.00	137,204.66
MAY (Apr)	233,000.00	930.68	0.00	233,930.68	-858.00	-557.44	232,515.24	-24,813.00	207,702.24	5/14/18	0.00	2,190.79	2,190.79	209,893.03
JUN (May)	190,000.00	3,841.11	0.00	193,841.11	-4,062.54	-50.00	189,728.57	-24,785.00	164,943.57	6/18/18	2,843.35	69.86	2,913.21	167,856.78
JUL (Jun)	121,234.99	-1,360.98	326.95	120,200.96	-1,539.13	0.00	118,661.83	-5,250.00	113,411.83	7/16/18	0.00	0.00	0.00	113,411.83
AUG (Jul)	121,256.17	0.00	117.00	121,373.17	-6,670.55	0.00	114,702.62	-5,250.00	109,452.62	8/13/18	839.39	4,269.71	5,109.10	114,561.72
SEP (Aug)	97,641.80	0.00	-67.24	97,574.56	-3,337.25	0.00	94,237.31	-4,230.00	90,007.31	9/17/18	0.00	0.45	0.45	90,007.76
OCT (Sep)	127,514.66	0.00	5.00	127,519.66	-4,953.41	0.00	122,566.25	-5,525.00	117,041.25	10/15/18	0.00	66.50	66.50	117,107.75
NOV (Oct)	123,582.19	0.00	1,073.01	124,655.20	-1,895.28	0.00	122,759.92	-5,355.00	117,404.92	11/19/18	1,059.90	141.48	1,201.38	118,606.30
DEC (Nov)	112,507.48	0.00	695.95	113,203.43	-635.78	-60.18	112,507.47	-4,875.00	107,632.47	12/17/18	0.00	32.37	32.37	107,664.84
TOTALS-FIN REVENUE DEPT	1,640,253.76	3,410.81	3,967.42	1,647,631.99	-26,545.31	-2,849.62	1,618,237.06	-90,353.00	1,527,884.06	—	6,500.59	6,771.16	13,271.75	1,541,155.81



## 2019 City Council Meeting Dates

Date	Day of Week
1/7/19	Monday
1/22/19	Tuesday
2/4/19	Monday
2/19/19	Tuesday
3/4/19	Monday
3/18/19	Monday
4/1/19	Monday
4/15/19	Monday
5/6/19	Monday
5/20/19	Monday
6/3/19	Monday
6/17/19	Monday
7/1/19	Monday
7/15/19	Monday
8/5/19	Monday
8/19/19	Monday
9/3/19	Monday
9/16/19	Monday
10/7/19	Monday
10/21/19	Monday
11/4/19	Monday
11/18/19	Monday
12/2/19	Monday
12/16/19	Monday

## 2019 City Council Pay Dates

### CHECK DATE

1/24/2019  
2/21/2019  
3/21/2019  
4/18/2019  
5/30/2019  
6/27/2019  
7/25/2019  
8/22/2019  
9/19/2019  
10/31/2019  
11/27/2019  
12/26/2019

## 2019 Observed Holidays

Holiday	Date
New Year's Day	Tuesday, January 1st
Martin Luther King Day	Monday, January 21st
President's Day	Monday, February 18th
Good Friday	Friday, April 19th
Memorial Day	Monday, May 27th
Fourth of July	Thursday, July 4th
Labor Day	Monday, September 2cd
Columbus Day	Monday, October 14th
Veteran's Day	Monday, November 11th
Thanksgiving Day	Thursday, November 28th
Thanksgiving (Day After)	Friday, November 29th
Christmas Eve	Tuesday, December 24th
Christmas Day	Wednesday, December 25th

## **RESOLUTION 19-01R**

### **A RESOLUTION REVISING THE NEW CARLISLE CITY COUNCIL RULES OF COUNCIL**

**WHEREAS**, the Rules of Council establish guidelines under which the Council of the City of New Carlisle conducts business; and

**WHEREAS**, said Rules state that they shall be reviewed and adopted by Council in January after any Council elections; and

**WHEREAS**, the Rules of Council were last revised on May 21, 2018 via Resolution 18-08R; and

**WHEREAS**, any of the Rules of Council may be amended by a two-thirds vote of the Council members present at a regular meeting.

**NOW, THEREFORE, THE MUNICIPALITY OF NEW CARLISLE HEREBY RESOLVES** that the New Carlisle City Council Rules of Council be as follows:

#### **SECTION I: MEETINGS**

##### **A. Regular Meetings**

Regular Meetings shall be held every first and third Monday of each month at 7:00 P.M. When the date of a regular meeting is determined to create a conflict, or falls on a holiday observed by the City, Council may, by majority vote, change the date and/or hour and issue proper notices thereof.

##### **B. Special Meetings**

The Mayor, Vice-Mayor, City Manager or at least four (4) members of Council may call for a special meeting. If Council membership should fall to five (5) or less, a simple majority may call a special meeting. The special meeting may be called upon at least a twelve (12) hour written notification to all Council Members. This notice may be delivered to each Member personally or left at his or her place of residence, and should generally state the subjects to be discussed at the meeting. Every effort shall also be made to contact the Member by telephone, e-mail, and in other ways. Written notice to any Member may be waived by that Member.

##### **C. Closed Sessions/Executive Sessions**

All meetings during which official business is conducted will be held in public. However, Council may convene in a closed or executive session to discuss those matters which are permitted by section 121.22(G) of the Ohio Revised Code. All Council Elect shall be included in all executive sessions after being certified by the board of election

#### **SECTION II: NOTIFICATION OF MEETINGS**

Upon establishment of special meetings, the City Manager, Council Members, and the public shall be notified. Notification shall be made by posting a notice at the City Building, by contacting a newspaper of general circulation within the City, any requesting media organization, and others regularly notified of meetings.

### **SECTION III: AGENDA**

- A. The Clerk of Council, in conjunction with the City Manager, the Law Director and the Council, shall prepare and distribute the meeting agenda, listing the items for discussion and the order of business for the meeting.
- B. In order for an item to be included on the agenda, it must be submitted to the Clerk or the City Manager no later than three (3) working days preceding the meeting date.
- C. A copy of all Ordinances or Resolutions must be made available to all Council Members, the Clerk, and any department head whose department may be involved in the legislation, a minimum of forty-eight (48) hours prior to the Council meeting at which the legislation is to be introduced.
- D. An item that does not appear on the agenda shall not be acted upon without suspension of the Rules of Council.
- E. No letter or communication to Council shall be considered or acted upon by Council unless the letter or communication has been signed by its sender.
- F. Subsections B, C, & D are not applicable in regard to emergency legislation.

### **SECTION IV: PRESIDING OFFICER AT MEETINGS**

- A. The Mayor, selected in the manner set forth by the City Charter (Section 4.04), shall assume the duties and responsibilities contained therein, and shall act as Presiding Officer over all Council Meetings.
- B. The Vice-Mayor, selected in the manner set forth by the City Charter (Section 4.05), shall assume the duties and responsibilities contained therein and perform the duties of Mayor in the Mayor's absence, including that of Presiding Officer.
- C. In the case of absence of both the Mayor and Vice-Mayor at a Council meeting, the Council shall select a Temporary Presiding Officer by a majority vote of Members present.
- D. The Presiding Officer shall preserve decorum and decide all questions of order, subject to appeal to Council, by any one of its Members. Should any Member transgress these rules of Council, the Presiding Officer shall, or any Member may, call him or her to order, and in the latter instance, the Presiding Officer shall render a decision as to the point of order. The Presiding Officer shall be sustained unless overruled by a majority vote of Council Members present.
- E. Addressing the Presiding Officer  
A Member of Council shall address the Presiding Officer when requesting permission to speak. The Presiding Officer shall then declare the person entitled to the floor. All discussion shall be confined to the question under debate. Members of the audience will also request permission to address Council from the Presiding Officer, and should do so by raising their hand(s).

## **SECTION V. THE CLERK OF COUNCIL**

Council shall select a Clerk and one or more Acting Clerks in accordance with the City Charter (Section 4.09).

## **SECTION VI. MEETING PROCEDURE**

The order of business by the Council shall be:

- (1) Call to Order
- (2) Roll Call
- (3) Invocation
- (4) Pledge of Allegiance
- (5) Action on Minutes of previous meeting(s)
- (6) Communications
- (7) City Manager's Report
- (8) Comments from Members of the Public
- (9) Committee Reports
- (10) Resolutions
- (11) Ordinances
- (12) Other Business
- (13) Executive Session

As a courtesy to the audience, the presiding officer should announce if any additional business is anticipated after executive session.

- (14) Return to regular session
- (15) Adjournment

## **SECTION VII: VOTING**

### **A. Quorum**

A majority of Council Members must be present at any meeting for official and valid business to be conducted, except as otherwise provided by the City Charter.

### **B. Absences**

If a Council Member is to be absent from a meeting and desires to be excused from that meeting, the Member shall communicate that information to the Mayor or the Vice Mayor as early as possible prior to that meeting, and should specify the reason(s) for said absence. If unable to contact them, the Member shall contact any other Council Member or the City Manager.

Having received such request, the Mayor, or Vice Mayor, or other Council Member or City Manager shall present that information during the "other business" portion of the meeting from which the Member wishes to be excused.

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C. Voting Procedure

Voting on all proposed legislation and motions shall be oral and in open Council. The Clerk of Council shall call the roll, beginning with the member seated to the left of the member who seconded the motion. Members may signify approval with a "Yes" vote, disapproval with a "No" vote, or "Abstain" for reasons such as:

(1) The Member feels his or her vote would constitute a conflict of interest.

(2) The Member was not present at the previous meeting (re: minutes).

When a Council Member chooses to abstain, he or she shall state, "I abstain because," indicating the reason for the abstention. No other comments shall be in order during the voting procedure. The Clerk of Council shall announce the result and the vote immediately after the roll call.

D. Voting on Suspension of Rules

Suspensions of these Rules of Council shall require a two-thirds (2/3) vote of Council Members present.

E. Dissent from Majority Opinion

Any Member of Council may dissent or protest a decision of the majority of Council, or any Ordinance, Resolution, or Motion, and may have that dissent entered into record. Such dissent may be oral or written and shall be presented at the next meeting following the action on such Ordinance, Resolution, or Motion.

F. Reconsideration

Any Member who voted with the prevailing side on the vote on a given action of Council may move a reconsideration of that action, provided that the motion be made not later than the next regular meeting after the action was taken.

A motion to reconsider shall be in order at any time except when a motion on some other subject is standing.

A motion to reconsider being laid on the table may be taken up and acted upon at any time when the Council is engaged in transaction of miscellaneous business.

No motion to reconsider shall be made more than once on any matter or subject, and the same number of votes shall be required to reconsider the action of the Council as are required to pass or adopt the same.

No Motion, Resolution, or Ordinance, having been voted upon, shall be reintroduced within ninety (90) days, except with majority concurrence of Council.

## **SECTION VIII: SPEAKING REGULATIONS**

- A. Each Council Member and person addressing Council during the legislative agenda shall make every effort to confine his or her discussion to the question under debate. Members of Council and members of the audience shall be limited to five (5) minutes and shall not speak more than once on any subject.

- B. Comments from persons in the audience should be addressed to the Presiding Officer, not to proponents or opponents of any issue, not to city staff, and not to other members of the audience.
- C. A public meeting or a public hearing is an opportunity for Council to receive input from citizens of the community. It is not the place for a debate between persons in the audience and other citizens, persons in the audience and city staff, or persons in the audience and members of Council. Debating tactics such as demanding answers to questions are frowned upon and may be prohibited.

Since the meetings are for input, not an instant dialogue or debate, questions to which Council chooses to respond may well be answered at a subsequent meeting or as decided by the presiding officer.

- D. The Council reserves the right to put an end to that portion of any meeting or hearing in which comments from the audience are allowed, in order to leave adequate time for Council to proceed with its other business.
- E. When citizens raise questions or complaints which can be dealt with best by staff or do not require immediate action, arrangements may be made for discussion outside of the meeting. Citizens may, of course, return to a later meeting of the Council to speak to the subject, if they are not satisfied with the response they receive.
- F. During the public comment part of the agenda, members of the audience may speak on subjects of their choice, addressing comments and questions to the Presiding Officer after being granted the floor, and shall be limited to five minutes.
- G. Language used shall be appropriate for a public meeting.

## **SECTION IX: LEGISLATION**

### **A. Drafting**

The Director of Law shall, on motion of Council, prepare legislation, in writing and over the Director's signature, in which the City is concerned.

### **B. Ordinances and Resolutions**

Ordinances and Resolutions that are proposed by any Member of Council will contain the signature of the Member of Council introducing the legislation. Resolutions shall require one reading by title only. Ordinances shall require two (2) readings by title only. Upon the request and approval by a majority of Council, legislation may be read in its entirety.

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C. Motions of Council

Motions shall be used only to expedite the orderly transaction of business of Council and shall not be substituted for Resolutions or Ordinances. The form of all Motions shall be, "I move that...", followed by the substance of the motion. A second shall be required for any motion except as specifically provided for in a rule, but upon demand of any Member, any motion shall be reduced to writing by the Clerk of Council. Any such motion may be withdrawn by the maker with the consent of the second before it has been amended or voted upon. When a motion is made, it shall be stated by the Presiding Officer before any debate is in order. All motions which have been entertained by the Presiding Officer shall be entered upon the minutes.

D. Precedence of Motions. When a question is before Council, no motion shall be entertained except the following:

- (1) To adjourn
- (2) To fix the hours of adjournment
- (3) To request that discussion on the previous question end and that the motion being considered be voted on
- (4) To lay on the table
- (5) To postpone definitely
- (6) To postpone indefinitely
- (7) To refer to a committee
- (8) To amend.

These motions shall have precedence in the order indicated. The motion to adjourn and the motion to previous question shall be put to a vote without debate. The motion to fix the hour of adjournment shall be debatable only as to the time of such adjournment. All other motions shall be debatable.

A motion to adjourn shall be in order at any time with a second.

A motion for the previous question shall require a majority vote of Council Members present. It shall be considered only once; may be renewed after intervening business; shall take precedence over all debatable questions. When the previous question is moved and seconded by one other Member of Council, it shall be stated by the Presiding Officer: "Shall the main question be now put?"

There shall be no further amendment or debate, but pending amendments shall be put in their order before their main question. If the question, "Shall the main question be now put?" is decided in the negative, the main question remains debatable before Council.

A motion to lay on the table (to table) shall dispose finally of all legislation against which it is invoked, but a motion to lay on the table a pending amendment to an Ordinance or Resolution shall not carry the Ordinance or Resolution with it. The motion to lay on the table shall require a majority vote of Council Members present.

A motion to postpone to a certain date shall require a majority vote of Council Members present; shall be subject to reconsideration; may be renewed after intervening business; shall be debatable as to the propriety of the postponement, but not upon the merits of the legislation; and may be amended by changing the date. Upon the arrival of the date to which postponed, the legislation shall be considered in the regular order of business.

A motion to postpone indefinitely shall have the same effect as the motion to lay on the table and shall require a majority vote of all Council Members present. A motion to postpone indefinitely shall not be reconsidered, shall be debatable, shall open the legislation to debate, may be renewed after intervening, may not be amended or laid on the table, and shall be subject to the previous question.

A motion to amend shall be susceptible to but one amendment. An amendment, once rejected, may not be moved again in the same form.

Any Member of Council may call for a division of the question, or the Presiding Officer may direct the same, and the same in either case shall be divided if it comprehends questions so distinct that, one being taken away, the other will stand as an entire question for decision.

Questions of privilege shall be: First, those affecting the rights of the Council collectively, and the safety, dignity, and integrity of its proceedings; second, the rights, reputation, and conduct of the Members of Council individually in their capacity as Council Members. A question of privilege shall have precedence over all questions except a motion to adjourn.

#### **SECTION X: COMMITTEES**

Council, shall have the authority to appoint committees, or to establish a Committee of the Whole (Council), for any purpose the Council deems necessary. Such committees shall exist only until their work is completed.

#### **SECTION XI: CITY CHARTER OF NEW CARLISLE**

- A. These rules acknowledge the existence of the City Charter of New Carlisle, Ohio.
- B. In cases of conflict between these Rules and the Charter, the City Charter shall prevail.

#### **SECTION XII: ROBERT'S RULES OF ORDER**

In the absence of any Council rule or Charter provision upon the matter of business, Council shall be governed by Robert's Rules of Order.

#### **SECTION XIII: ADOPTION OF RULES**

These Rules of Council shall be effective upon adoption of a Resolution passed by a two-thirds (2/3) (five) vote of Council. They shall be reviewed and adopted by Council in January after Council elections.

**SECTION XIV: AMENDMENT TO RULES**

These Rules may be amended by a resolution approved by a two-thirds (2/3) vote (five) of the Council.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Ethan Reynolds, MAYOR

\_\_\_\_\_  
Emily Berner, CLERK OF COUNCIL

APPROVED AS TO FORM:

\_\_\_\_\_  
Lynnette Dinkler, DIRECTOR OF LAW

## **Resolution 19-02R**

**A RESOLUTION DIRECTING THE CLARK COUNTY BOARD OF ELECTIONS TO INCLUDE IN THE SPECIAL ELECTION BEING HELD ON MAY 7, 2019 AN ELECTION TO FILL THE VACANT SEAT ON THE CITY OF NEW CARLISLE CITY COUNCIL FOR THE DURATION OF ITS UNEXPIRED TERM**

**WHEREAS**, a seat on the City of New Carlisle City Council has been vacant since July 16, 2018; and

**WHEREAS**, the time prescribed to City Council and to the Mayor by the City Charter to fill the vacancy by appointment has expired; and

**WHEREAS**, this Council has determined that under the City Charter, when no provision of the Charter can fill a vacancy, Title 35 of the Ohio Revised Code applies; and

**WHEREAS**, this Council has determined that it must pass a resolution ordering a special election to fill the vacancy, because Title 35 of the Ohio Revised Code is silent as to the formal action the City must take; and

**WHEREAS**, the Clark County Board of Elections has scheduled the next special election to be held on May 7, 2019; and

**WHEREAS**, to be an eligible nominee and have his or her name appear on the election ballot, any resident of the City of New Carlisle who is a registered voter may file a nominating petition, Board of Elections Form #3-0, with the Clark County Board of Elections with 50 valid signatures no later than 4 p.m. on February 6, 2019; and

**WHEREAS**, pursuant to City Charter § 4.08(d), the vacancy shall be filled for only the remaining duration of the seat's unexpired term; and

**WHEREAS**, an election to fill the vacant seat on the City of New Carlisle's City Council for the duration of the seat's unexpired term is necessary to meet the operating needs of the City.

### **NOW, THEREFORE, BE IT RESOVLED AS FOLLOWS:**

1. That the question of who shall be elected to the vacant seat on the City of New Carlisle City Council for the duration of the seat's unexpired term be submitted to the electors of the City of New Carlisle at the Special Election to be held at the usual voting places within the City of New Carlisle on the 7th day of May, 2019; and
2. That the Clerk or Fiscal Officer of the City of New Carlisle, after this Resolution becomes effective, be and is hereby directed to certify a copy of this Resolution to the Board of Elections of Clark County, Ohio and notify said Board of Elections to cause notice of election to fill the vacant seat on the City of New Carlisle City Council; and
3. That the Clark County Board of Elections is directed to include for the purpose of seeking voter approval in the Special Election in the City of New Carlisle on the 7th day of May, 2019, said election to fill the vacant seat on the City of New Carlisle City Council for the duration of its unexpired term.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Ethan Reynolds, MAYOR

\_\_\_\_\_  
Emily Berner, CLERK OF COUNCIL

APPROVED AS TO FORM:

\_\_\_\_\_  
Lynnette Dinkler, DIRECTOR OF LAW