

NEW CARLISLE CITY COUNCIL
REGULAR MEETING AGENDA
May 6, 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: 4/15/19 - Regular Meeting
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: (None)

11. ORDINANCES: (0 - Intro; 1 - Action)
A. Ordinance 19-08: (Public Hearing and Action Tonight)
AN ORDINANCE AUTHORIZING THE LEASING OF GASTINEAU BASEBALL FIELD, PROPERTY OF THE CITY OF NEW CARLISLE, OHIO, TO THE NEW CARLISLE DIAMOND BACKS ADULT BASEBALL CLUB

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.
 - B. **Crime Watch:** Wednesday, May 8th @ 6:30PM. Location: Smith Park Shelter House
 - C. **City Offices Closed:** Monday, May 27th in observance of Memorial Day
 - D. **2019 Memorial Day "Walk To Remember"** - Saturday, May 25th, 2019.
 - E. **Intergovernmental Meeting:** Monday, September 30, 2019 @ 6:30PM. Location: Tecumseh HS

13. EXECUTIVE SESSION: None

14. Adjournment

Next **Regular Meeting** of the City Council will be **Monday, May 20th, 2019 @ 7:00pm**
Location: Smith Park Shelter House, 801 West Jefferson Street, New Carlisle, Ohio 45344

RECORD OF PROCEEDINGS

Minutes of: Council of the City of New Carlisle, Ohio

REGULAR MEETING

Held: Monday

April 15, 2019

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:** VM Lindsey

4. **PLEDGE OF ALLEGIANCE:** Lead by Jacob Russell

5. **ACTION ON MINUTES:**

3/25/19 Special Meeting- VM Lindsey motions to accept with a second by CM Shamy.
YES 6: Lowery, Cobb, Cook, Lindsey, Reynolds, Shamy NAY 0. Accepted 6-0

4/1/19 Regular Meeting- VM Lindsey motions to accept with a second by CM Lowery. YES 6: Cobb, Cook, Lindsey, Reynolds, Shamy, Lowery NAY 0. Accepted 6-0.

6. **COMMUNICATIONS:** None

7. **CITY MANAGERS REPORT:**

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City Manager's Report

TO: Mayor, Vice Mayor, City Council, Residents, and Business Owners
FROM: Randy Bridge, City Manager
DATE: April 12, 2019 for April 15, 2019

- 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 - FINANCE REPORT - Attached

*B - SERVICE REPORT - Attached

*C - FIRE REPORT - Attached

*D - POLICE REPORT - At Meeting

*E. INFORMATIONAL ITEMS

- **New Building Updates**
 - We now have keys to the building!
 - Next Steps: Wait for design to be completed by architect. This will tell us how to proceed.
 - Updated Cost Excel Sheet will be dispersed at meeting
 - **Fireworks Display Update**
 - Executed Agreement with American Fireworks
 - Date Set for June 29, 2019
 - More details to be released soon
 - **VIP Analytics Training**
 - Has officially concluded!
 - Will be working on final budget presentation utilizing our new software!
-
- **Madison Street School**
 - Council and public please keep this topic on radar
 - Still waiting for some information for valuable discussion
 - **2019 Community Garage Sale**
 - Last year Facebook Poll - 4th Weekend in June, Yearly
 - Weekend of June 22-23, 2019.
 - **2019 Taxpayer Assistance Session**
 - Held on March 23 at the Fire Station
 - 35 taxpayers attended resulting in approximately 40 tax returns prepared
 - Approximately 7 ask for and were assisted by the Spanish speaking preparer CCA had on site
 - Thanks to our Tax Administrator and CCA for hosting such a useful event
 - **Flag Raising Ceremony**
 - Organized by Mayor Reynolds and Stephanie Willis
 - Held Thursday, April 11th at the Fire Station
 - US Representative Warren Davidson was the special guest
 - Flag raised actually flew over the US Capitol Building
 - Commemorative plaque, made by Sign Smith, was installed to mark the occasion
 - **New Health Clinic Hours**
 - Effective May 1st, 2019
 - 1st Tuesday, monthly, 3:00pm-6:00pm
 - 1st Thursday, monthly
 - January-June 8:00am-12:00 Noon
 - 1st & 3rd Thursday, monthly
 - July-December 8:00am-12:00 Noon
 - Handouts Attached
 - Nursing Division Clinic Services
 - 2019 Appointment Cards Handouts
-

Finance Report

COUNCIL FINANCIAL REPORT SUMMARY MARCH 2019

MARCH Total Revenue: _____ COMING SOON

MARCH Total Expenses: _____ COMING SOON

| | |
|---------------------------------------|---------------|
| Year-To-Date Total Revenue Collected: | \$ 641,519.51 |
| Year-To-Date Total Expenses: | \$ 571,594.71 |

Special Notes: _____

Updates:

- *The reports that are included this evening are:*
- Check Report for the month of February
- CCA 2019 Collection Summary

Information.... Due to the configuration process I am still working with SSI to Balance. They recommended to wait, to enter March until this was complete. We hope to have everything done and on course by the end of May.

Mr. Bridge and myself completed our training in Analytics and are looking forward to working with this program.

If you should have any questions or as we go forward into 2019 or would like to see additional information just let me know.

Respectfully Submitted
Deborah Watson
Finance Director

Finance: No comments or questions from Council.

Service: *CM Lowery asks about purchasing a new truck for the water department. He noted the poor shape it is in. Kitko confirmed rusted cab, very rough shape, new vehicle can cost up to \$70,000. Will check on cost of new truck. That truck was updated with various newer pieces. Kitko notes the engine works well but the city does a good job keeping these trucks on the road. CM Cobb asks about going through the entire fleet and Kitko notes he gave a report in December on all vehicles and the condition they are in. Bridge adds possibly trying to fix floor and budget for the new vehicles in future. Notes Kitko will update fleet list/conditions. Kitko added vehicles sold on Gov Deals.*

SERVICE REPORT

To: Mr. Bridge, City Manager
From: Howard Kitko, Service Director
Date: April 15, 2019
Subject: Council Update

Service Departments:

- Street department started pothole repair utilizing the dura-patcher. They are repairing mains and secondaries first, then moving to side streets, then on to the alleys.

2018-2019 Various Road Projects:

- Galewood Dr. Reconstruction Project: The 300 block of Galewood Dr. will be reconstructed in 2019. Engineering is complete. Plans are at the county being put out for bid.
- We have about \$70,000 put towards overlays. We are able to complete the few short side streets that we couldn't get in 2018. They will be; Hemlock, Butternut & Bittersweet.
- With the approval of the additional gas tax, street repairs should see a bump in 2020

2019 Wastewater Plant Influent Building Upgrade:

- Anticipated arrival for the influent pump is April 12, 2019. We have a date of April 24th to complete the pump install. Currently reviewing the plans for final details in order to put out for bid. Copy of Plans are also at the Ohio EPA for their "Permit to Install" approval.

Traffic Signal Upgrade Project:

- Completed the right-of-way acquisition phase of the project. Choice One is preparing final tracings. Plans will go out for bid this Summer/Fall and Construction is estimated to be Spring 2020.

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Fire Report

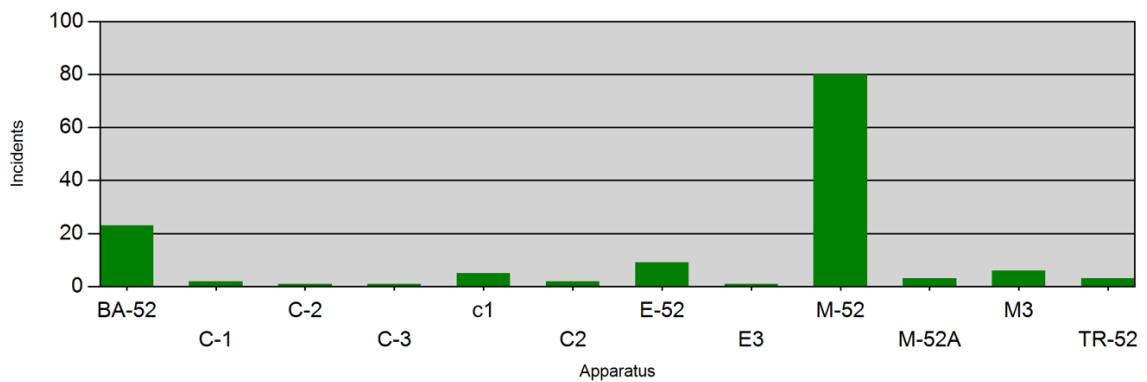
City of New Carlisle
 City Council Meeting
 04-15-2019
 Fire-EMS Report

- In the Month of March the New Carlisle Fire Division responded to 83 EMS call in the City and 6 in Elizabeth Township.
- The Division responded to 11 Fire related calls in the City and 1 in Elizabeth Township.
- We had 3 EMS calls answered by mutual aid, either by Pike Township or Bethel Clark, due to medic 52 being on a response.
- We answered 3 mutual aid EMS calls for Pike Township and 2 for Bethel Clark.
- In the Month of October the Division responded to 2 Overdose calls,

Steven Trusty
 Fire Chief
 City of New Carlisle

New Carlisle Fire Division
New Carlisle, OH

This report was generated on 4/8/2019 12:03:33 PM
Incident Count per Apparatus for Date Range
 Start Date: 03/01/2019 | End Date: 03/31/2019



| APPARATUS | # of INCIDENTS |
|-----------|----------------|
| BA-52 | 23 |
| C-1 | 2 |
| C-2 | 1 |
| C-3 | 1 |
| c1 | 5 |
| C2 | 2 |
| E-52 | 9 |
| E3 | 1 |
| M-52 | 80 |
| M-52A | 3 |

| Apparatus | |
|-----------|---|
| M3 | 6 |
| TR-52 | 3 |

Canceled apparatus (per the THIS APPARATUS WAS CANCELLED checkbox on Basic Info 4) not included. Only REVIEWED incidents included.

Fire: No comments or questions from Council. *Trusty added the raises are being paid from the levy and not from additional money. Reported on Social Media it would come from new money which is false.*

Police Report

City of New Carlisle
Clark County Sheriff's Office

Patrol Division
March:
55 calls
miles patrolled
Traffic citations: 7
Traffic warnings:
Reports taken
Business checks
Assists
Citizen Contacts
Assaults: 0
Suicide Attempts 1
Domestic Violence: 13
Overdose: 0

New deputy receiving training on all shifts. Clark County Sheriff's department covers the shifts that a deputy is not in town.

Police: No comments or questions from Council.

END 4/15/19 CITY MANAGER REPORT

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8. COMMENTS FROM MEMBERS OF THE PUBLIC:

Peggy Eggelston questioned Mayor Reynolds as to why he did not notify other council members and the New Carlisle News about presenting the food bank with the donation from the City. Mayor Reynolds noted he did notify the NC News. He also takes full blame for not notifying the other Council members. Dale Grimm- Date change on Meet the Candidate Night: Thursday May 2nd p.m. at Shelter house. Haylie Hammonds- Asks Council about the greenhouse admissions the city gives off, asks what the city is doing to reduce the footprint, and adds she has ideas that the City could possibly use. Bridge and Reynolds both thank Hammonds and discussions on what the city does takes place. Both Bridge and Reynolds agree the city could do more and they urge Council to work with her for more ideas.

9. COMMITTEE REPORTS: NONE

10. RESOLUTIONS:

Resolution 10-07R

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LETTER OF AGREEMENT AND RECEIPT OF EQUIPMENT WITH THE BOARD OF CLARK COUNTY COMMISSIONERS FOR THE RECEIPT OF MARCS RADIOS AND PAGERS.

VM Lindsey motions to accept with a second by CM Shamy.

Comments/questions: Commissioners purchasing and allowing the City to use Marcs Radios. CM Cobb asks about the monthly fee in the contract and will it come from the fire fund. Bridge says yes.

YES 6: Lowery, Cobb, Cook, Lindsey, Reynolds, Shamy NAY 0 Accepted 6-0.

Resolution 19-08R

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE BOARD OF CLARK COUNTY COMMISSIONERS FOR THE TESTING AND ALIGNMENT OF PUBLIC RADIOS

CM Cobb motions to accept with a second from VM Lindsey.

Comments/questions: Contract that notes every 2 years we send back to realign/retune. VM Lindsey asks how long that takes? Trusty notes not long and the city will have radios to borrow during this time.

YES 6: Reynolds, Shamy, Lowery, Cobb, Cook, Lindsey NAY 0 Accepted 6-0

11. ORDINANCES:

ORDINANCE 19-08 (ACTION ON 5/6/19)

AN ORDINANCE AUTHORIZING THE LEASING OF GASTINEAU BASEBALL FIELD, PROPERTY OF NEW CARLISLE, OHIO, TO THE NEW CARLISLE DIAMOND BACKS ADULT BASEBALL CLUB.

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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.
- B. **Crime Watch:** Wednesday, May 8th @ 6:30PM. Location: Smith Park Shelter House
- C. **City Offices Closed:** Friday, April 19th in observance of Good Friday.
- D. **Intergovernmental Meeting:** Monday, April 29 @ 6:30PM. Location: Bethel Township Building

CM Lowery notes a great idea from Mr. Bobo... have a restaurant on top of old water tower!

Mayor Reynolds and Council discuss having an egg hunt this weekend. Decided not much time and will attempt next year.

13. EXECUTIVE SESSION:

VM Lindsey motions to move into Executive Session to discuss the employment of a public employee with a second by CM Shamy.

YES 6: Lowery, Cobb, Cook, Lindsey, Reynolds, Shamy NAY 0: Accepted 6-0.

Council moves into executive session. 5 members present for Executive session, Reynolds, Shamy, Lowery, Cook, Lindsey.

At 8:41 pm, a motion to return to regular session passed with 5-0 vote.

Motion to adjourn by VM Lindsey with a second by CM Shamy at 8:42 pm.

Mayor City of New Carlisle

Clerk of Council

END OF 4/15/19 REGULAR SESSION MINUTES

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City Manager's Report

5/6/19

TO: Mayor, Vice Mayor, City Council, Residents, and Business Owners
FROM: Randy Bridge, City Manager
DATE: May 4th, 2019 for May 6th, 2019

- 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 - FINANCE REPORT

B - SERVICE REPORT

C - FIRE REPORT

D - POLICE REPORT

***E. INFORMATIONAL ITEMS**

- New Building Updates
 - Will be taking down ceiling tile within the week
- Fireworks Display Update
 - Date Set for June 29, 2019
 - Security - Discussion
- Madison Street School
 - Future Discussion Needed
 - Information still pending
- 2019 Community Garage Sale
 - Weekend of June 22-23, 2019
- 2019 Memorial Day Walk
 - Event Details Discussion
- New Carlisle Health Clinic
 - Stats Attached

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New Carlisle Health Center Stats

Environmental Health Division

| Environmental Service/ Program | January | February | March | April | May | June | July | August | September | October | November | December | Total |
|---|---------|----------|-------|-------|-----|------|------|--------|-----------|---------|----------|----------|-------|
| Plumbing Inspections | 0 | 4 | | | | | | | | | | | 4 |
| Animal Bite Investigation | 0 | 0 | | | | | | | | | | | 0 |
| Food Inspections | 4 | 2 | | | | | | | | | | | 6 |
| Food Complaint Investigation | 0 | 0 | | | | | | | | | | | 0 |
| Mercury Spills | 0 | 0 | | | | | | | | | | | 0 |
| Nuisance Investigations | 0 | 2 | | | | | | | | | | | 2 |
| Plan Approval: | | | | | | | | | | | | | |
| Food | 0 | 0 | | | | | | | | | | | 0 |
| Plumbing | 0 | 0 | | | | | | | | | | | 0 |
| School Inspections | 0 | 0 | | | | | | | | | | | 0 |
| Pool Inspections | 0 | 0 | | | | | | | | | | | 0 |
| Smoking Ban Complaints | 0 | 0 | | | | | | | | | | | 0 |
| Smoking Ban Letters | 0 | 0 | | | | | | | | | | | 0 |
| Tattoo and/or Body Piercing Inspections | 0 | 0 | | | | | | | | | | | 0 |

Nursing And Health Services Division

| Nursing Service | January | February | March | April | May | June | July | August | September | October | November | December | Total |
|-----------------|---------|----------|-------|-------|-----|------|------|--------|-----------|---------|----------|----------|-------|
| *Clinic Visits | 4 | 5 | | | | | | | | | | | 9 |
| BCM Home Visits | 1 | 0 | | | | | | | | | | | 1 |
| CD Statistics | 13 | 17 | | | | | | | | | | | 30 |
| CD Home Visits | 0 | 0 | | | | | | | | | | | 0 |
| School: | | | | | | | | | | | | | 0 |
| Hearing | 0 | 0 | | | | | | | | | | | 0 |
| Vision | 0 | 0 | | | | | | | | | | | 0 |
| Scoliosis | 0 | 0 | | | | | | | | | | | 0 |
| Records | 0 | 0 | | | | | | | | | | | 0 |
| Health Fairs | 0 | 0 | | | | | | | | | | | 0 |

| Nursing Clinic | Time of Visit | | | | | Total Clients | Service Provided | | | | | | | Total Services |
|--|---------------|---------|----------|----------|----------|---------------|------------------|----------------|-------------|------------|-----------|----|-------|----------------|
| January 2019 *Reflects Current Month Age of Client | 8 to 9 | 9 to 10 | 10 to 11 | 11 to 12 | 12 to 13 | | Shots | Blood Pressure | Blood Sugar | Head Check | Lead (EH) | TB | Other | |
| Birth to 24 months | | | | | | 0 | | | | | | | | 0 |
| 25 months to 12 years | | 1 | | | 1 | 2 | 2 | | | | | | | 2 |
| 13 to 19 years | | | 1 | | 1 | 2 | 2 | | | | | | | 2 |
| 20 to 30 years | | | | | | 0 | | | | | | | | 0 |
| 31 to 40 years | | | | | | 0 | | | | | | | | 0 |
| 41 to 50 years | | | | | | 0 | | | | | | | | 0 |
| 51 to 60 years | | | | | | 0 | | | | | | | | 0 |
| 60 + years | | | | | | 0 | | | | | | | | 0 |
| Total | 0 | 1 | 1 | 0 | 2 | 4 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 4 |

| Nursing Clinic | Time of Visit | | | | | Total Clients | Service Provided | | | | | | | Total Services |
|---|---------------|---------|----------|----------|----------|---------------|------------------|----------------|-------------|------------|-----------|----|-------|----------------|
| February 2019 *Reflects Current Month Age of Client | 8 to 9 | 9 to 10 | 10 to 11 | 11 to 12 | 12 to 13 | | Shots | Blood Pressure | Blood Sugar | Head Check | Lead (EH) | TB | Other | |
| Birth to 24 months | | | | | | 0 | | | | | | | | 0 |
| 25 months to 12 years | | 1 | | | 1 | 2 | 2 | | | | | | | 2 |
| 13 to 19 years | | | 1 | 1 | 1 | 3 | 3 | | | | | | | 3 |
| 20 to 30 years | | | | | | 0 | | | | | | | | 0 |
| 31 to 40 years | | | | | | 0 | | | | | | | | 0 |
| 41 to 50 years | | | | | | 0 | | | | | | | | 0 |
| 51 to 60 years | | | | | | 0 | | | | | | | | 0 |
| 60 + years | | | | | | 0 | | | | | | | | 0 |
| Total | 0 | 1 | 1 | 1 | 2 | 5 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 5 |

Additional Activities: January

Diabetes Support Group New Carlisle (9)
 New Carlisle Farmers Market - planning 2019 season
 Cessation Support Group - (2)

Additional Activities: February

N/A

ORDINANCE 19-08

**AN ORDINANCE AUTHORIZING THE LEASING OF GASTINEAU
BASEBALL FIELD, PROPERTY OF THE CITY OF NEW
CARLISLE, OHIO, TO THE NEW CARLISLE DIAMOND BACKS
ADULT BASEBALL CLUB**

WHEREAS, it has been determined that to continue leasing a Gastineau Field to the New Carlisle Diamond Backs Adult Baseball Club would be in the best interests of the citizens of New Carlisle; and

WHEREAS, Section 4.13(e) of the Charter of the City of New Carlisle, Ohio, provides that an ordinance is necessary in order to authorize the leasing of any land of the City.

**NOW, THEREFORE, THE CITY OF NEW CARLISLE HEREBY
ORDAINS** that:

Section 1: Authority is hereby granted to the City Manager, on behalf of the City of New Carlisle, to lease Gastineau Field to the New Carlisle Diamond Backs Adult Baseball Club subject to the covenants in said Lease Agreement, attached hereto. Annual rent in the amount of One Dollar (\$1.00) is to be paid to the City prior to May 21st of each year of the lease.

Passed this _____ day of _____, 2019.

Ethan Reynolds, MAYOR

Emily Berner, CLERK OF COUNCIL

APPROVED AS TO FORM:

Lynnette Dinkler, DIRECTOR OF LAW

1st: _____

2cd: _____

| | | |
|--------------------|---|---|
| Councilman Cobb | Y | N |
| Councilman Cook | Y | N |
| Vice Mayor Lindsey | Y | N |
| Mayor Reynolds | Y | N |
| Councilman Lowrey | Y | N |
| Councilman Shamy | Y | N |
| Vacant | Y | N |

Totals:

Pass

Fail

Intro: 4/15/19

Action: 5/6/19

Effective: 5/21/19

LEASE AGREEMENT

The CITY OF NEW CARLISLE, OHIO, 331 South Church Street, New Carlisle, Ohio 45344 ("CITY"), the Lessor, in consideration of the covenants herein agrees to lease the Baseball Diamond known as Gastineau Field, located on parcel number 0300500034106011 and is property of the City of New Carlisle, Ohio, to the NEW CARLISLE DIAMOND BACKS ADULT BASEBALL CLUB, 12170 Milton Carlisle Road, New Carlisle, Ohio 45344 ("DIAMOND BACKS"), the Lessee.

The lease term commences on May 21, 2019 and ends on May 20, 2022. The annual rent, in the amount of One Dollar (\$1.00) per year, is to be paid by the DIAMOND BACKS to the CITY, before May 21st of each year of the lease.

The City reserves the right to place, maintain, repair and replace utility lines, pipes, tunneling and the like, on, under and over the lease premises as may be reasonably necessary or desirable, at the discretion of the City. The City shall have the right to enter onto the leased premises at all reasonable times. The DIAMOND BACKS agree nothing in this paragraph shall permit the DIAMOND BACKS to receive an abatement of rent or to make a claim for damages or losses to their business resulting directly or indirectly therefrom.

The DIAMOND BACKS shall pay, upon demand, all of the CITY's reasonable costs, charges and expenses, including without limitation, attorneys' fees, incurred in enforcing the DIAMOND BACKS' obligations hereunder or incurred by the CITY in any litigation, negotiation or transaction in which the DIAMOND BACKS causes the CITY to become involved or concerned.

As further consideration, the DIAMOND BACKS agree to the following terms and conditions:

The DIAMOND BACKS shall maintain upon the leased premises suitable facilities for the encouragement and playing of baseball in conformity with the purposes for which it was organized, subject to approval by the CITY.

2. The DIAMOND BACKS shall not use or occupy said premises or permit the same to be used or occupied for any purpose other than normal use for the sport of baseball/softball and/or related activities except as otherwise agreed to by the CITY. The DIAMOND BACKS shall not use or occupy, or permit the use or occupancy of the leased premises or any part thereof in any unlawful manner or for any illegal purpose.
3. This Lease may not be assigned, and may not be subleased, without the written consent of the CITY.
4. The DIAMOND BACKS shall make no alterations or additions in or to said premises without the written consent of the CITY.
5. The DIAMOND BACKS shall maintain during the term of this Lease all fences and erected structures on said property during the term of this lease.
6. The DIAMOND BACKS shall maintain the premises in a nuisance-free condition and further shall be responsible for mowing all portions of leased premises during the term of the lease. The DIAMOND BACKS shall not use any fertilizer, pesticide, herbicide or any other chemical application on this property without prior CITY approval.

7. The DIAMOND BACKS shall do all things necessary to protect the municipal property from damage by all persons who come upon said leased premises.
8. All league players and invitees shall sign a waiver of responsibility form, that is reviewed and approved by the City Law Director, and which releases the CITY from any and all claims resulting from any and all injuries sustained while participating in DIAMOND BACKS league sponsored activities. These signed forms shall be maintained and kept on file by the DIAMOND BACKS for a period of at least seven (7) years. No league participants shall be allowed to participate in DIAMOND BACKS events being conducted under this Lease until this waiver of responsibility has been signed.
9. The DIAMOND BACKS shall indemnify and hold harmless the CITY, it's officials, employees, agents and staff in both their individual and official capacities, and hereby agrees to release the CITY from all claims resulting from any and all injuries sustained by any person while participating in DIAMOND BACKS league sponsored activities and from any and all liability arising out of DIAMOND BACKS activities taking place under this contract.
10. The DIAMOND BACKS shall maintain in force for the periods of this Lease a policy of liability insurance in the minimum amount of Two Million Dollars (\$2,000,000) with the CITY being designated as an additional named insured, and the DIAMOND BACKS agree to provide to the CITY a current Certificate of Insurance before April 1st of the aforesaid term and a new Certificate of Insurance before April 1st every year during the lease term.
11. The DIAMOND BACKS shall surrender and deliver said premises at the end of said term in as good order and condition as the same now or may be put by said DIAMOND BACKS, reasonable use and unavoidable casualty excepted such as damage by fire, casualty, invasion, acts of war, insurrection and the like, the elements, and Acts of God. The DIAMOND BACKS will be liable for restoring the leased premises in as good order and condition beyond reasonable use and unavoidable casualty.
12. The CITY agrees to provide water for field maintenance through existing water points located on said property during the term of this lease. The DIAMOND BACKS understand that CITY does not warrant this service will be free from interruption. The DIAMOND BACKS acknowledge that this service may be suspended by reason of accident or repair, alteration, or improvement necessary to be made, or by operation of law, or causes beyond the control of CITY. Any such interruption or discontinuance of services shall never be deemed an eviction or disturbance of the DIAMOND BACKS' use and occupancy of the leased premises or any part thereof, or render the CITY liable to the DIAMOND BACKS for damages, or relieve the DIAMOND BACKS from performance of its obligations under this Lease. In the event of any such interruption, the CITY shall take reasonable efforts to restore services as soon as reasonably possible.
13. The DIAMOND BACKS may dump refuse in the dumpsters at the CITY Street Department.
14. The CITY agrees to maintain in good repair the existing concrete backstop bleachers on said premises.
15. Either party, upon sixty days written notice to the other, may terminate this Lease for any reason.

16. The failure of either party to enforce any provision of these terms and conditions will not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.
17. Both parties agree that:
 - In the hiring of employees for the performance of work under the contract or in any subcontract, no contractor or subcontractor, by reason or race, color, religion, sex, age, disability, or military status as defined in section 4112.01 of the Ohio Revised Code, national origin or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and able to perform the work to which the agreement relates; and
 - 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 agreement on account of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Ohio Revised Code, national origin, or ancestry.
18. By signing this Agreement, both parties certify that they are currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code Sections 102.03 and 102.04.
19. Both parties agree that in the performance of this agreement there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or any other factor specified in the Civil Rights Act of 1964 and subsequent amendments. Also included is the Americans with Disabilities Act. It is further agreed that both parties will fully comply with all applicable Federal and State laws regarding such discrimination and the right to and method of appeal will be made available to all persons served pursuant to the terms of this agreement.
20. If all or a portion of the leased premises shall be condemned or taken by a governmental authority, or sold to any such governmental authority to prevent such taking, then this Lease shall wholly terminate effective as of the date possession is to be taken by said governmental authority. The DIAMOND BACKS agree it shall not, because of such taking, assert any claim against the taking authority or against the CITY for any compensation because of such taking.
21. Should the DIAMOND BACKS withhold possession of the leased premises after the termination of this Lease, whether by lapse of time or otherwise, the DIAMOND BACKS shall be subject to all of the terms of this Lease, except the rent required to be paid shall be at a rate equal to two (2) times the rent required to be paid immediately before such holdover. Further, if the CITY suffers any damage or loss which may result from the CITY's inability to timely deliver the leased premises to the next tenant, the DIAMOND BACKS shall promptly pay the amount to the CITY. Should the DIAMOND BACKS occupy the leased premises after termination of this Lease for any cause, the DIAMOND BACKS shall be considered a tenant-at-will and by sufferance of the CITY and no such occupancy shall operate as a renewal of this Lease or any part thereof.
22. Signs - All signage must comply with the CITY'S Sign Ordinances and must have an approved permit before installation.

- 23. All personal property, equipment and inventory belonging to the DIAMOND BACKS, its agents, or its guests, located on or about the leased premises shall be at the sole risk of the DIAMOND BACKS, and the CITY shall not be liable for theft or misappropriation, and shall not be liable for any damage or injury thereto, and shall not be liable for any damage or injury to the DIAMOND BACKS, or any of its officers, agents, employees, licensees or guests, or to other persons or to any property caused by fire, explosion, wind, water, rain, snow, frost, steam, gas, electricity, any Acts of God, heat or cold, dampness, sewers or sewage odors, noise, or neglect of any other person.
- 24. This Lease contains the entire agreement between the parties, and any agreement hereafter or heretofore made shall not operate to change, modify, terminate or discharge this Lease, in whole or in part, unless such agreement is in writing and signed by each party to this Lease.
- 25. If any portion of this Agreement is found to be void, unenforceable, or against public policy, the remaining portions of this Agreement shall not be affected, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- 26. This Lease, and all rights and obligations of the parties hereunder, shall be construed and governed by the laws of the State of Ohio.

IN WITNESS THEREOF, the CITY OF NEW CARLISLE, OHIO, Lessor herein, by its City Manager, and the NEW CARLISLE DIAMOND BACKS ADULT BASEBALL CLUB, Lessee herein, by its Manager, have set their hands below to duplicate originals hereof, on this _____ day of _____, 2019.

NEW CARLISLE DIAMOND BACKS
ADULT BASEBALL CLUB:

CITY OF NEW CARLISLE, OHIO:

Ray Franks, MANAGER

Randy Bridge, CITY MANAGER

APPROVED AS TO FORM:

Lynnette Dinkler, DIRECTOR OF LAW