

**NEW CARLISLE CITY COUNCIL
REGULAR MEETING AGENDA and PACKET**

December 2, 2019 @ 7:00pm

- | | |
|---|---|
| 1. Call to Order: Mayor Mike Lowrey | 6. Communications: NONE |
| 2. Roll Call: Clerk of Council | 7. City Manager's Report: Attached |
| 3. Invocation: | 8. Comments from Members of the Public: |
| 4. Pledge of Allegiance: | *Please limit comments to 5 minutes or less |
| 5. Action on Minutes: 11/13/19 CIP Work Session;
11/18/19 Work Session & Regular Session | 9. Committee Reports: NONE |

10. RESOLUTIONS: (0 - Intro; 1 - Action))

A. Resolution 19-19R: (Public Hearing and Action Tonight)

A RESOLUTION ADOPTING A CAPITAL IMPROVEMENT PROGRAM FOR THE CITY OF NEW CARLISLE, OHIO

11. ORDINANCES: (7 - Intro; 4 - Action)

A. Ordinance 19-40: (Public Hearing and Action Tonight)

AN ORDINANCE ADOPTING AND IMPLEMENTING A UNIFORM POLICY FOR PROJECTS FUNDED IN WHOLE OR IN PART BY FEDERAL FUNDING

B. Ordinance 19-41: (Public Hearing and Action Tonight)

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH MIAMI VALLEY LIGHTING, LLC FOR STREET LIGHTING SERVICES FOR USE ON PUBLIC GROUNDS AND STREETS IN THE CITY OF NEW CARLISLE

C. Ordinance 19-43E: (Introduction, Public Hearing and Action Tonight)

AN ORDINANCE REPEALING SECTIONS 618.12 AND 672.12 OF THE CITY OF NEW CARLISLE CODIFIED ORDINANCES, AMENDING SECTIONS 672.01, 672.05, 672.07, AND 672.16 OF THE CITY OF NEW CARLISLE CODIFIED ORDINANCES, AMENDING CHAPTERS 648 AND 672 OF THE CITY OF NEW CARLISLE CODIFIED ORDINANCES, AND ENACTING SECTIONS 606.31 AND 672.16(d) OF THE CITY OF NEW CARLISLE CODIFIED ORDINANCES, TO COMPLY WITH HOUSE BILL 228, AND DECLARING AN EMERGENCY

D. Ordinance 19-44: (Introduction Tonight. Public Hearing and Action on 12/16/19)

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE CLARK COUNTY SHERIFF'S OFFICE FOR FIRE AND EMS DISPATCHING SERVICES

E. Ordinance 19-45: (Introduction Tonight. Public Hearing and Action on 12/16/19)

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR CITY EMPLOYEE HEALTH INSURANCE

F. Ordinance 19-46: (Introduction Tonight. Public Hearing and Action on 12/16/19)

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR THE PURCHASE OF WATER SOFTENING ROCK

G. Ordinance 19-47: (Introduction Tonight. Public Hearing and Action on 12/16/19)

AN ORDINANCE AMENDING SECTION 248 OF THE CODIFIED ORDINANCES OF THE CITY OF NEW CARLISLE REGARDING CITY POLICY

H. Ordinance 19-48E: (Introduction, Public Hearing and Action Tonight)

AN ORDINANCE SUPPLEMENTING CERTAIN APPROPRIATIONS IN NEW CARLISLE CITY ORDINANCE 19-04, AND DECLARING AN EMERGENCY

I. Ordinance 19-49: (Introduction Tonight. Public Hearing and Action on 12/16/19)

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

J. Ordinance 19-50: (Introduction Tonight. Public Hearing and Action on 12/16/19)

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

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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. **Tree Lighting:** Friday, December 6th @ 7pm.
- C. **34th Annual Holiday Parade:** Saturday, December 7th @10am
- Santa Arrives by Plane @9:30am
 - After Parade: Visit w/ Santa & Costume Contest @ the Fire Station!
 - New Carlisle Elementary: FREE Merry Grinchmas Lunch from 1p-4p!
- D. **City Offices Closed:** Tuesday, December 24th for Christmas Eve
- E. **City Offices Closed:** Wednesday, December 25th for Christmas Day

13. Executive Session: None

14. Return to Regular Session: N/A

15. Adjournment

Next **Work Session** of the City Council will be **Monday, December 16, 2019 @ 6:00pm**
Location: Smith Park Shelter House, 801 West Jefferson Street, New Carlisle, Ohio 45344

Next **Regular Meeting** of the City Council will be **Monday, December 16, 2019 @ 7:00pm**
Location: Smith Park Shelter House, 801 West Jefferson Street, New Carlisle, Ohio 45344

RECORD OF PROCEEDINGS

MINUTES OF: CITY OF NEW CARLISLE, OHIO
HELD: WEDNESDAY, NOVEMBER 13, 2019

CIP WORK SESSION

1. CALL TO ORDER: MAYOR LOWREY CALLED THE MEETING TO ORDER
2. ROLL CALL: BRIDGE CALLS THE ROLE MEMBERS PRESENT: 6
COBB, COOK, LINDSEY, LOWREY, HOPKINS, EGGLESTON ABSENT: SHAMY
3. INVOCATION: CM COOK
4. PLEDGE OF ALLEGIANCE
5. ACTION ON MINUTES: NONE
6. COMMUNICATIONS: NONE
7. CITY MANAGER'S REPORT: NONE
8. COMMENTS FROM MEMBERS OF THE PUBLIC:
GRIMM ASKS ABOUT CAPITAL IMPROVEMENT PLAN BUT NOTES HIS QUESTIONS MAY GET ANSWERED DURING THE MEETING.
9. COMMITTEE REPORTS: NONE
10. RESOLUTIONS: NONE
11. ORDINANCES: NONE
12. OTHER BUSINESS:

A. LED CHANGE-OUT PROPOSAL

BRIDGE EXPLAINS MIAMI VALLEY LIGHTING LED CHANGE OUT. COUNCIL DISCUSSES COST VS CHANGE OUT.

B. 2020-2024 CAPITAL IMPROVEMENT PLAN DRAFT

2020-2024 CAPITAL EXPENSES OVERVIEW						
General Fund	2020	2021	2022	2023	2024	Cumulative Fund Totals
Finance	\$105,000	\$60,000	\$60,000	\$60,000	\$73,000	\$358,000
Planning	\$22,000	\$0	\$0	\$0	\$2,000	\$24,000
City Council	\$6,000	\$0	\$0	\$0	\$0	\$6,000
City Manager	\$7,000	\$0	\$0	\$0	\$3,500	\$10,500
Lands & Buildings	\$477,500	\$20,000	\$67,500	\$0	\$2,500	\$567,500
Parks	\$129,000	\$25,000	\$11,000	\$23,000	\$70,500	\$258,500
GENERAL FUND TOTAL	\$746,500	\$105,000	\$128,500	\$83,000	\$151,500	\$1,214,500
Special Levy / Tax Funds	2020	2021	2022	2023	2024	Cumulative Fund Totals
Police	\$29,500	\$17,500	\$77,500	\$20,000	\$82,000	\$226,500
Streets	\$39,000	\$10,000	\$60,000	\$60,000	\$210,000	\$379,000
Fire	\$213,500	\$171,000	\$171,000	\$183,500	\$58,500	\$797,500
EMS	\$69,000	\$99,000	\$30,000	\$15,000	\$15,000	\$228,000
SPECIAL / TAX TOTAL	\$351,000	\$297,500	\$338,500	\$278,500	\$365,500	\$1,631,000
Enterprise Funds	2020	2021	2022	2023	2024	Cumulative Fund Totals
Wastewater	\$200,000	\$218,000	\$101,000	\$255,000	\$15,000	\$789,000
Water	\$223,663	\$209,663	\$189,663	\$160,788	\$128,887	\$912,664
Cemetery	\$37,500	\$17,000	\$95,000	\$50,000	\$30,000	\$229,500
Pool	\$25,000	\$10,000	\$12,000	\$12,000	\$12,500	\$71,500
ENTERPRISE FUNDS TOTAL	\$486,163	\$454,663	\$397,663	\$477,788	\$186,387	\$2,002,664
Cumulative Yearly Totals	\$1,563,663	\$857,163	\$864,663	\$839,288	\$703,387	\$4,848,164
	2020	2021	2022	2023	2024	

City Council Capital Expenses 2019-2023					
FUND # 101.1100	2020	2021	2022	2023	2024
Technology Updates	6,000	-	-	-	-
CITY COUNCIL TOTAL	\$ 6,000	\$ -	\$ -	\$ -	\$ -
EXPENSE DESCRIPTIONS					
<u>Technology Upgrades</u> - For the purchase of a technology updates in year 2020. Paid by General Fund.					

Bridge notes getting some tech. updates for Council. WHITE BOARDS, SMART BOARDS, LAPTOPS OR IPADS FOR COUNCIL.

CITY MANAGER CAPTIAL EXPENSES 2020-2024					
FUND # 101.1300	2020	2021	2022	2023	2024
Office Fumiture at New Building	7,000	-	-	-	-
Technology Upgrades	-	-	-	-	3,500
CITY MANAGER TOTAL	\$ 7,000	\$ -	\$ -	\$ -	\$ 3,500
EXPENSE DESCRIPTION					
<u>Office Furniture</u> - For the purchase of a office furniture in year 2020. Paid by General Fund.					
<u>Technology Upgrades</u> - For the purchase of a desktop or laptop in year 2023. Paid by General Fund.					

Bridge adds office furniture is not added in the new building updates. Will cost less if they purchase what they want when needed. SEE DESCRIPTIONS

FINANCE CAPITAL EXPENSES 2020-2024					
FUND # 101.1400	2020	2021	2022	2023	2024
Software Support	28,000	28,000	28,000	28,000	28,000
Capital Asset Tracking	20,000	20,000	20,000	20,000	20,000
Network Server Protection	12,000	12,000	12,000	12,000	12,000
Furniture for New City Building	35,000	-	-	-	-
Computer Replacement	7,000	-	-	-	10,000
Printer Purchase	3,000	-	-	-	3,000
FINANCE TOTAL	\$ 105,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 73,000
EXPENSE DESCRIPTIONS					
<u>Software Support</u> - Yearly financial software support for accounts payable, accounts receivable, payroll, cashier, water, and sewer. Does not include hardware support or maintenance of the hardware. Paid for by the General Fud.					
<u>Capital Asset Tracking</u> - This is an issue that has been on our Audit Reports for a while now. It was not financially possible until this time. I would like to begin this process in 2020 in phases so we can maintain our financial stability.					
<u>Network Server</u> - This is a yearly amount for maintaining our server with the Bridge Group.					
<u>Furniture for New City Building</u> - Two of our offices will have built in furniture, with the need for some file cabinets. The other 4 offices will need new furniture.					
<u>Computer replacement</u> - Purchase of 7 new computers. The last time the computers were upgraded was in 2014. The average life span of a computer is 3 to 5 years. We are still working on Windows 7 and need to upgrade to Windows 10.					
<u>Printer Purchase</u> - The move to the new City Building will require a printer that has the capability of scanning and faxing. Would like to purchase this instead of leasing.					

Discussions on various upgrades needed. SEE DESCRIPTIONS

PLANNING CAPITAL EXPENSES 2020-2024					
FUND # 101.1500	2020	2021	2022	2023	2024
Office Furniture at New Building	18,000	-	-	-	-
ArcGIS Software and Upgrades	4,000	-	-	-	2,000
PLNNING TOTAL	\$ 22,000	\$ -	\$ -	\$ -	\$ 2,000
EXPENSE DESCRIPTIONS					
Office Furniture at New Building - Purchase 2 or 3 used cubical mobile Work Stations for offices on second floor. Saving money with In-house purchase.					
ArcGIS Software - Purchase software in 2020 that will allow the City to map underground utilities, make in house city related maps, and other mapping functions. Update in 2024. Paid for by the General Fund.					

None of this is in the budget for the new building upgrades. SEE DESCRIPTIONS

2020-2024 PARKS CAPITAL EXPENSES					
FUND # 101.1800	2020	2021	2022	2023	2024
Shelter House Upgrades / Addition	60,000	-	-	-	-
Playground Equipment / Fall Protection	15,000	-	-	15,000	8,500
Bike Trail Exercise Stops	-	15,000	8,000	8,000	8,500
Truck	-	-	-	-	35,000
Park Upgrade:	4,500	-	3,000	-	3,500
Utility Cart	20,000	-	-	-	-
Wood chipper	17,500	-	-	-	-
Trailer	-	10,000	-	-	-
Mower	12,000	-	-	-	15,000
PARKS TOTAL	\$ 129,000	\$ 25,000	\$ 11,000	\$ 23,000	\$ 70,500
EXPENSE DESCRIPTION					
Shelter House Upgrade/Addition - Improve Parking, Acoustics, Flooring, Tables, Chairs, Kitchenet Addition, and/or General Aesthetics of the building in 2020. Paid for by the General Fund and/or financing.					
Playground Equipment / Fall Protection - Purchase and/or upgrades of playground equipment and/or fall protection in 2020, 2023 & 2024. Paid for by the General Fund and/or grant funds.					
Bike Trail Exercise Stops - Purchase exercise stops and place at various locations along the Bike Path. This would be an outdoor exercise system that contains instruction signs and exercise equipment designed for the novice or conditioned athlete. Purchase 2021-2024 and may include other related work such as gravel or concrete pads. Paid for by the General Fund and/or possible grant funds.					
Truck - Replace truck in 2024. Paid for by the General Fund and/or financing.					
Park Upgrades - Purchase Benches, Tables, and other miscellaneous items for general City Parks improvements in 2020, 2022, and 2024.					
Utility Cart - Purchase Utility Cart in 2020. Paid for by the General Fund and/or financing.					
Wood Chipper - Purchase to replace current Wood Chipper. Expense to be shared with the Street Fund 201. Paid for by the General Fund, Street Fund (201), and/or financing.					
Trailer - For hauling City-owned operating equipment. Purchase in 2020 by the General Fund.					
Mower - For cutting grass and weeds in City parks. Purchase in 2020 by the General Fund.					

Discussions for upgrades on Shelter house, white board, smart board that computers can hook up to. Council agrees a needed, good idea, upgrades to floor also. Parks upgrade discussions take place. Council agrees keep updating parks/playground equipment. Council discusses necessity of various Park purchases. No mower purchased in 19. SEE DESCRIPTIONS

2020-2024 LANDS & BUILDINGS CAPITAL EXPENSES					
FUND # 101.2000	2020	2021	2022	2023	2024
CITY BUILDING					
Renovation of New City Building Purchased in 2019	430,000	-	-	-	-
Furniture for New City Building	\$ 20,000	-	-	-	-
TOTAL - CITY BUILDING	\$ 450,000	\$ -	\$ -	\$ -	\$ -
CITY GARAGE					
Hand Tools	2,500	-	2,500	-	2,500
Truck	-	-	35,000	-	-
Demo and Addition	25,000	20,000	20,000	-	-
TOTAL - CITY GARAGE	\$ 27,500	\$ 20,000	\$ 57,500	\$ -	\$ 2,500
LANDS & BUILDINGS, CITY GARAGE TOTAL	\$ 477,500	\$ 20,000	\$ 57,500	\$ -	\$ 2,500
EXPENSE DESCRIPTIONS					
Renovation of New City Building Purchased in 2019 - Complete renovation of 101 South Main Street for office use. Renovation amount will be determined by bidding. Paid for by the General Fund and/or financing.					
Furniture for New City Building - Purchase furniture for the Conference Room, Waiting Room, Storage Room, Third Floor Mezzanine, and Service Director's Office of the new City Building. Paid for by the General Fund					
Hand Tools - Replace various broken/worn out mechanic tools in 2020, 2022, and 2024. Paid for by the General Fund.					
Truck - Purchase small 4x4 truck for Public Works Department in 2022. Paid for by the General Fund and/or financing.					
Demo and Addition - Demo old section of garage and replace with lean-to. Paid for by the General Fund and/or financing.					

Bridge notes bid specks will be lower than \$430,000. Discussions on including tearing down the old school. Line items added for asbestos removal at Madison School. SEE DESCRIPTIONS

2020-2024 POLICE CAPITAL EXPENSES					
FUND # 250	2020	2021	2022	2023	2024
Equipment Upgrades	\$ 17,500	\$ 17,500	\$ 20,000	\$ 20,000	\$ 20,000
New Patrol Vehicle	\$ -	\$ -	\$ 42,500	\$ -	\$ 45,000
Equipment For New Patrol Vehicles	\$ -	\$ -	\$ 15,000	\$ -	\$ 17,000
Sub-Station Relocation or Renovation	\$ 12,000	\$ -	\$ -	\$ -	\$ -
POLICE TOTAL	\$ 29,500	\$ 17,500	\$ 77,500	\$ 20,000	\$ 82,000
EXPENSE DESCRIPTIONS					
<u>Equipment Upgrades</u> - Includes computers & software; Tasers; patrolman equipment; and equipment needed to process crime scenes. Paid for by the Police Levy.					
<u>New Vehicles</u> - Purchase police cruisers in year 2022 and 2024. Paid for by the Police Levy.					
<u>Equipment for New Patrol Vehicles</u> - Items necessary to outfit the new cruisers in 2022 and 2024. Paid for by the Police Levy.					
<u>Sub-Station Relocation or Renovation</u> - New Flooring, paint, and other miscellaneous items for a Sub-Station mini renovation. Determine feasibility for new location. Paid for by Police Levy Funds.					

Discussions on adding a 5th deputy, on leasing cruiser from county or purchasing. Council decided purchasing a cruiser with 2019 funds. Council asks Bridge to look at quotes for dash cams. LINE ITEMS ADDED FOR DASH CAMS. SEE DESCRIPTIONS

2020-2024 STREETS CAPITAL EXPENSES					
FUND # 201, 202, 203, 204	2020	2021	2022	2023	2024
New Street Department Building	-	-	-	-	200,000
Dump Truck	-	-	50,000	50,000	-
Wood Chipper	17,500	-	-	-	-
Street Painting Equipment	9,000	-	-	-	-
Snow Plow	7,500	-	-	-	-
Bucket Truck	5,000	10,000	10,000	10,000	10,000
STREET TOTAL	\$ 39,000	\$ 10,000	\$ 60,000	\$ 60,000	\$ 210,000
EXPENSE DESCRIPTION					
<u>New Building</u> - Construction of new Street Department Operations Building including a new Salt Storage Building in 2024. Paid for by Street Funds (Non-Levy), General Fund, and/or financing.					
<u>Dump Truck</u> - Purchase in 2022 and 2023 to replace current dump truck. Paid for by Street Funds (Non-Levy), General Fund,					
<u>Wood Chipper</u> - Replace old Wood Chipper in 2020. Expense to be shared and co-purchased with Park Fund (General Fund).					
<u>Street Painting Equipment</u> - Replace current street and curb painting equipment in 2020. Paid for by Street Funds (Non-Levy).					
<u>Snow Plow</u> - Purchase new Snow Plow for increased operational performance. Paid for by Street Funds (Non-Levy)					
<u>Bucket Truck</u> - Replace current bucket truck starting in 2020. Paid for by Street Funds (Non-Levy), General Fund, and/or financing. Shown above with cost spread out over 4 to 5 years.					

Discussions on street purchases and streets that will be repaved. SEE DESCRIPTIONS

2020-2024 EMS CAPITAL EXPENSES					
EMERGENCY AMBULANCE CAPITAL - FUND 212	2020	2021	2022	2023	2024
Cot for Medic 52 and 52A	19,000	19,000	-	-	-
Load System for Medic 52 and 52A	26,000	26,000	-	-	-
Lucas Chest Compression System for Medic 52	-	15,000	-	-	-
Maintenance and Equipment Upgrades	15,000	15,000	15,000	15,000	15,000
FUND 212 TOTAL	\$ 60,000	\$ 75,000	\$ 15,000	\$ 15,000	\$ 15,000
EMERGENCY AMBULANCE OPERATING - FUND 213	2020	2021	2022	2023	2024
First Response / Command Vehicle	-	15,000	15,000	-	-
Radio Upgrades (EDACS & MARCS)	9,000	9,000	-	-	-
FUND 213 TOTAL	\$ 9,000	\$ 24,000	\$ 15,000	\$ -	\$ -
EMS TOTAL (ALL FUNDS)	\$ 69,000	\$ 99,000	\$ 30,000	\$ 15,000	\$ 15,000
EXPENSES DESCRIPTIONS					
<p>Cot for Medic 52 and 52A - The 2020 Cot purchase is for the new medic currently in production. The 2021 Cot purchase is for back-up Medic 52A. Will be applying for a Workmen's Comp Grant for the 2021 Cot purchase. If awarded, will only be responsible for 10% of total cost. Amount above assumes no grant money awarded. Paid for by EMS/Fire Funds and/or grant funds.</p> <p>Load System for Medic 52 and 52A - The 2020 Load System purchase is for the new medic currently in production. The 2021 Load System purchase is for back-up Medic 52A. Will be applying for a Workmen's Comp Grant for the 2021 Cot purchase. If awarded, will only be responsible for 10% of total cost. Amount above assumes no grant money awarded. Paid for by EMS/Fire Funds and/or grant funds.</p> <p>Lucas Chest Compression System for Medic 52 - Purchase new Lucas Chest Compression System in 2021. Paid for by EMS/Fire Funds and/or grant funds.</p> <p>Maintenance and Equipment Upgrades - Allows for maintenance and equipment upgrades in each year of 2020-2024. Paid for by EMS/Fire Fund and/or grant funds.</p>					

Council discussion with Chief Trusty on various EMS and Fire purchases. SEE DESCRIPTIONS

2020-2024 FIRE CAPITAL EXPENSES					
FIRE CAPITAL - FUND 214	2020	2021	2022	2023	2024
New Structural Firefighting Gear	25,000	25,000	25,000	25,000	25,000
New Fire Engine	100,000	100,000	100,000	100,000	-
New Power Tools	-	-	-	25,000	-
Radio Upgrades (EDACS & MARCS)	6,000	6,000	6,000	6,000	6,000
FUND 214 TOTAL	\$ 131,000	\$ 131,000	\$ 131,000	\$ 156,000	\$ 31,000
FIRE OPERATING - FUND 215	2020	2021	2022	2023	2024
Tools and Misc. Equipment	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000
Fire Station Renovations	\$ 25,000	\$ 25,000	\$ 25,000	\$ 12,500	\$ 12,500
New Computers and Equipment	\$ 10,000	\$ -	\$ -	\$ -	\$ -
Thermal Imaging Camera	\$ 7,500	\$ -	\$ -	\$ -	\$ -
Roof Repairs	\$ 25,000	\$ -	\$ -	\$ -	\$ -
FUND 215 TOTAL	\$ 82,500	\$ 40,000	\$ 40,000	\$ 27,500	\$ 27,500
FIRE TOTAL (ALL FUNDS)	\$ 213,500	\$ 171,000	\$ 171,000	\$ 183,500	\$ 58,500
EXPENSE DESCRIPTIONS					
<p>New Structural Firefighting Gear - Purchase 5 TO 10 new sets Turn Out Gear as old gear expires. We need to purchase 5 to 10 sets each year as old gear expires. Paid for by Fire funds and/or grant funds.</p> <p>New Fire Engine - Save 4 years of Fire funds to purchase a new Fire Rescue Engine in 2023. Paid for by Fire Funds and/or grant funds.</p> <p>New Power Tools - Purchase new power tools such as jaws of life, spreaders and rams. Paid for by Fire funds and/or grant funds.</p> <p>Radio Upgrades (EDACS & MARCS) - Maintain and upgrade radio equipment for hand held radios. Paid for by Fire funds and /or grant funds.</p> <p>Tools and Misc. Equipment - Purchase new hand tools and equipment for the fire engine and truck. Paid by the Fire/EMS funds and/or grant funds.</p> <p>Fire Station Renovations - Begin a 4-year remodeling project for the Fire Station to improve employee comfort and operations. Paid for by Fire/EMS funds and/or grant funds.</p> <p>New Computers and Equipment - Purchase 5 new desktop computers for the Fire Station as the newest computer is 8 years old. Paid for by Fire funds and/or grant funds.</p> <p>Thermal Imaging Camera - Purchase a new Thermal Imaging Camera in order to have one on the engine and one on the truck. Paid for by Fire funds and/or grant funds.</p> <p>Roof Repairs - Repair leaking roof in the Fire Station. The older section recently started leaking. Paid for by Fire funds and/or grant funds.</p>					

Council discussion with Chief Trusty on various EMS and Fire purchases. Looking at new rescue engine. Currently 21 years old. Trusty noted the previous purchases were on a what was needed for mutual aid and the City needs to purchase what is needed for the City. Building will need some upgrades possibly adding up vs out. Various needed reno's discussed. SEE DESCRIPTIONS

2020-2024 WATER CAPITAL EXPENSES					
WATER OPERATING - FUND 501	2020	2021	2022	2023	2024
Rehab High Service Pump Building	5,000	-	-	-	-
Repayment to General Fund	28,875	28,875	28,875	-	-
Hydraulic Study / GPS location	20,000	20,000	-	-	-
Tower Controls	5,000	-	-	-	-
Mainline Valve Replacement	3,500	3,500	3,500	3,500	3,500
Water Main Replacement	10,000	10,000	10,000	10,000	10,000
New Well Field	20,000	20,000	20,000	20,000	50,000
New Box Utility Truck	12,000	12,000	12,000	12,000	12,000
Industrial Pipe Saw	4,000	-	-	-	-
Tower Maintenance Program and Removal of Adam's Tower	115,288	115,288	115,288	115,288	53,387
WATER TOTAL	\$ 223,663	\$ 209,663	\$ 189,663	\$ 160,788	\$ 126,887
EXPENSE DESCRIPTIONS					
Rehabilitation of Old High Service Pump Building - The critical need for this rehabilitation will include the replacement of all pipes, joints, valves, support brackets and paint above ground within the old building. Paid by Water Fund.					
Repayment to General Fund - Repayment of the \$125,000 loan from the General Fund for the first year of the Tower Maintenance Program in years 2020-2022. Paid by Water Fund.					
Hydraulic Study / GPS Location - To ensure Scarff Tower meets all fire and service water flows prior to Adam's Tower removal. Paid by Water Fund and/or possible grant monies.					
Tower Controls - Replace, repair, or upgrade tower controls in 2020. Paid by Water Fund.					
Mainline Valve Replacement - Set funds aside to start replacement of mainline water valves 2020. Paid by Water Fund.					
Water Main Replacement - Replace old water mains in years 2020-2024. Paid by Water Fund and/or possible grant monies.					
New Well Field - Develop a new well field at an approximate cost of \$350,000. City will need to purchase approximately 10 acres of land. Financed and repaid over the loan term by Water Fund and/or possible grant monies.					
New Box Utility Truck - This will replace one of the current Water Departments aging vehicles. A utility style box truck will better serve the Water Department's needs to be more efficient and better prepared for their various water duties.					
Industrial Pipe Saw - This saw is designed to cut through pipes in a confined space. It would be used in various projects including mainline breaks, mainline replacements and mainline valve replacements.					
Tower Maintenance Program and Removal of Adam's Tower - Estimated \$115,288 annual payments for each year 2020-2023, an estimated payment of \$53,387 in 2024, and then maintenance cost. Paid by the Water Fund, grant funds, and/or financing.					

Kitko explains water upgrades and funds. SEE DESCRIPTIONS

2020-2024 WASTEWATER CAPITAL EXPENSES					
WASTEWATER OPERATING - FUND 502	2020	2021	2022	2023	2024
Primary Clarifier #1 Replacement	180,000	-	-	-	-
Bio-Tower Pump Replacement	-	-	15,000	-	-
Bio-Tower Distributor Repair	-	5,000	5,000	5,000	-
Secondary Clarifier #1 Replacement	-	180,000	-	-	-
Recirculation Sludge Pump Replacement	-	-	-	20,000	-
Raw Influent Pump #3	-	-	-	150,000	-
Van / Utility Crane Truck	40,000	-	-	-	-
Equipment Storage Building	-	-	65,000	65,000	-
FUND 502 TOTAL	\$ 200,000.00	\$ 185,000.00	\$ 85,000.00	\$ 240,000.00	\$ -
WASTEWATER CAPITAL IMPROVEMENT - FUND 560	2020	2021	2022	2023	2024
Drying Bed Rehab	\$ -	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Clarifier Skimmer Box replacement	-	\$ 8,000.00	\$ -	\$ -	\$ -
Roadway Resurface	\$ -	\$ 10,000.00	\$ -	\$ -	\$ -
FUND 560 - TOTAL	\$ -	\$ 23,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
WASTEWATER CAPITAL CONTINGENCY - FUND 562	2020	2021	2022	2023	2024
Lift Station Pumps & Upgrades	-	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
FUND 562 - TOTAL	\$ -	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
TOTAL - ALL FUNDS	\$ 200,000	\$ 218,000	\$ 101,000	\$ 255,000	\$ 15,000
EXPENSE DESCRIPTIONS					
Primary Clarifier Replacement - Replace existing inoperable primary clarifier new in 2020. Paid by Waste Water Fund and/or possible grant money and/or bank financing.					
Bio-Tower Pump replacement - Replace with new pump in 2022. Paid for by Waste Water Fund.					
Bio-Tower Distributor Repair - Repairs to tower in 2021, 2022 & 2023. Paid for by Waste Water Fund.					
Secondary Clarifier #1 Replacement - Replace old and worn out clarifier in 2021. Paid for by Waste Water Fund and/or grant money and/or bank financing.					
Recirculation Sludge Pump Replacement - Replace with new pump in 2023. Paid for by Waste Water Fund.					
Raw Influent Pump #3 - Install a 3" new variable frequency drive raw influent pump in 2022. Apply for OPWC Grant Paid by Waste Water Fund Revenues and/or possible grant money and/or bank financing. City could apply for an OPWC repayable grant and use Waste Water Funds to for repayment.					
Equipment Storage Building - Construction of new heated building to store equipment such as the new Vac-Con Truck in 2020. Bank financed over a two-year period; Repaid by Waste Water Funds.					
Van/Utility Crane Truck - Purchase replacement truck with crane attachment in 2020. Paid for by Waste Water Funds.					
Drying Bed Rehab - Install concrete into existing drying bed in order to load pressed sludge on and off the beds in years 2021-2022. Paid by Waste Water Fund.					
Clarifier Skimmer Box Replacement - Replaced worn out aluminum box with stainless steel in 2021. Paid for by Waste Water Fund.					
Roadway Resurface - Complete the rest of the roadway resurfacing in 2021. Paid by Waste Water Fund.					
Lift Station Pump Upgrades - Upgrade all lift stations to the same pump and mounting system in years 2021-2024. Paid by Waste Water Fund and/or possible grant money and/or bank financing.					

Kitko explains wastewater upgrades. SEE DESCRIPTIONS

2020-2024 POOL CAPITAL EXPENSES					
POOL - FUND 505	2020	2021	2022	2023	2024
Pool Maintenance	25,000	10,000	12,000	12,000	12,500
POOL TOTAL	\$ 25,000	\$ 10,000	\$ 12,000	\$ 12,000	\$ 12,500
EXPENSE DESCRIPTION					
Pool Maintenance - Repair of unforeseen weather damage, including equipment, and other miscellaneous repairs in each year 2020-2024. Paid for by Pool Fund and/or General Fund.					

Bridge adds pool does have a carry over. Kitko notes leak issue and or pump issues if goes out. Bridge would like to see security cameras, covering cash, pool, parking lot. Indoor and outdoor cameras. April Lowrey adds cameras would be helpful. Lindsey asks April what she would like to see done. Leaks and entrance walk way floors like the bathroom. Discussion on privacy fence? April notes some parents sit in car and watch their kids swim. Having it open is more inviting. Bridge asks about a water slide? Discussion on relining pool, surface stability is a concern. Pool borrows AED from fire department. \$2600-\$2700 needed. Trusty notes are not required but suggested and will incur a maintenance contract. Various purchases for items under \$2100. Line item added for new pump and equipment if needed also for repairs. SEE DESCRIPTIONS

2020-2024 CEMETERY CAPITAL EXPENSES					
CEMETERY - FUND 510	2020	2021	2022	2023	2024
Roadway Repair	5,000	5,000	5,000	5,000	5,000
Cemetery Building Repairs	25,000	-	10,000	-	10,000
Barn	-	-	-	20,000	-
Mower	-	12,000	-	-	15,000
Dump Truck	-	-	80,000	-	-
Utility Cart	-	-	-	20,000	-
Attachments / Accessories	7,500	-	-	5,000	-
CEMETERY TOTAL	\$ 37,500	\$ 17,000	\$ 95,000	\$ 50,000	\$ 30,000
EXPENSE DESCRIPTIONS					
Roadway Repair - Upkeep/repair of Cemetery roadways in each year of 2020-2023. Paid by Cemetery Fund and/or General Fund.					
Cemetery Building Repairs - Fix roof and structural damage. \$15,000 carry-over from 2019. Paid by Cemetery Fund and/or General Fund.					
Barn - Replace old barn in 2023. Paid for by the Cemetery Fund and/or General Fund.					
Mowers - Replace mower in 2021 and 2024. Paid for by Cemetery Fund and/or General Fund.					
Dump Truck - Purchase new dump truck in 2022. Bank finance with payments from Cemetery Fund and/or General Fund.					
Utility Cart - Replace utility cart in 2023. Paid for by Cemetery Fund and/or General Fund.					
Attachments / Accessories - Purchase of various equipment and snow plow in 2020 and 2023. Paid for by Cemetery Fund and/or General Fund.					

No comments or questions on cemetery funds. SEE DESCRIPTIONS

C. OTHER CITY BUSINESS:

Exit conf. with auditor on November 18, 2019 at 2:00 pm. (back up on 11/19/19)

1st Hopkins 2nd Eggleston to excuse CM Shamy from meeting. Accepted 6-0

13. EXECUTIVE SESSION: NONE

14. ADJOURNMENT: @ 8:21 PM.

1st Vm Lindsey

2nd Eggleston

RECORD OF PROCEEDINGS

MINUTES OF: CITY OF NEW CARLISLE, OHIO
HELD: MONDAY, NOVEMBER 18, 2019

WORK SESSION MEETING

1. CALL TO ORDER: MAYOR LOWREY CALLED THE MEETING TO ORDER

2. ROLL CALL: BRIDGE CALLS THE ROLE MEMBERS PRESENT: 7
COBB, COOK, LINDSEY, LOWREY, SHAMY, HOPKINS, EGGLESTON

3. INVOCATION: CM Cook

4. PLEDGE OF ALLEGIANCE

5. ACTION ON MINUTES: NONE

6. COMMUNICATIONS: Rob Stallman, Miami Valley Lighting regarding the upcoming contract for street lighting and goes over the LED change out program.

Current contract program with MVL expires at the end of 2019. MVL owns and maintains the lights and some poles within the city. Price for each light includes MVL paying DPL for electricity used, repairs, maintains light, and relocations. City currently has either mercury vapor or high pressure sodium fixture. New contract 2 options. 5-year term, failed light would change to LED, includes a 5% increase on all lamps starting in 2023 or City can choose to switch out lights to all LED for more uniform lighting and receive the energy saving incentive from DPL. MVL absorbing cost of change out by the end of 2020. LED vs other lighting pricing discussed and savings of \$200.00 a year along with a savings of around \$9,000. With the new contract, new lights will have a meter and be metered does not include replacements or relocations. Council discusses common problems with LED lights. Mr. Stallman notes there is a 1% failure rate. A starter is something that can create problems. Mr. Stallman thanks Council for their time.

7. CITY MANAGER'S REPORT: NONE

8. COMMENTS FROM MEMBERS OF THE PUBLIC: NONE

9. COMMITTEE REPORTS: NONE

10. RESOLUTIONS: NONE

11. ORDINANCES: NONE

12. OTHER BUSINESS:

A. UPCOMING LEGISLATION NO VOTING- No comments or questions

B. DISCUSSION OF CITY BUSINESS

Cm Cook asks about stump removal for city parks. CM Cook would like to see Council give an "Outstanding Citizen" award by nominations from the public.

VM Lindsey asks about sidewalk/cut through from Drake to the New Carlisle Elementary.

Finance Director Watson noted BWC return arrived, a CD rate increased 1.8% to add 3 months.

13. EXECUTIVE SESSION: NONE

14. ADJOURNMENT:

1st VM Lindsey

2nd CM Shamy

RECORD OF PROCEEDINGS

MINUTES OF: CITY OF NEW CARLISLE, OHIO

REGULAR MEETING

HELD: MONDAY, November 18, 2019

1. CALL TO ORDER: MAYOR LOWREY CALLED THE MEETING TO ORDER
2. ROLL CALL: CLERK CALLS THE ROLE. MEMBERS PRESENT: 7
COBB, COOK, LINDSEY, LOWREY, SHAMY, HOPKINS, EGGLESTON
3. INVOCATION: CM Cook
4. PLEDGE OF ALLEGIANCE
5. ACTION ON MINUTES:
11/4/19 Work Session 1st Shamy 2nd Eggleston Minutes Accepted 7-0
11/4/19 Regular Meeting 1st Hopkins 2nd Shamy Minutes Accepted 7-0
6. COMMUNICATIONS: NONE
7. CITY MANAGER'S REPORT:

City Manager's Report

=====

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

FROM: Randy Bridge, City Manager

DATE: November 15, 2019 for November 18, 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 - At Meeting (Electronic
File Issue)

*C. FIRE REPORT - Attached

*D. POLICE REPORT - At Meeting

A. FINANCE:

No comments or questions from Council.

COUNCIL FINANCIAL REPORT SUMMARY OCTOBER 2019

<u>OCTOBER Total Revenue General Fund:</u>	<u>\$ 23,381.58</u>
<u>OCTOBER Total Expenses General Fund:</u>	<u>\$ 82,179.63</u>
<u>INCOME TAX WITHHOLDING ACCOUNT REVENUE - OCTOBER</u>	<u>\$146,614.04</u>

Year-To-Date Total Revenue Collected:	\$ 5,246,601.55
Year-To-Date Total Expenses:	\$ 4,525,455.71

Special Notes:

Updates:

- *The reports that are included this evening are:*
 - Statement of Cash Position with MTD Totals by Funds
 - Check Report for the month of OCTOBER
 - Monthly Revenue Report
 - Monthly Expense Report
 - CCA Reports

I have added a line for the income from our income tax. This is receipted into a holding account until we can reconcile actual figures. I will explain further at the meeting should you have any questions or would like to see additional information.

Respectfully Submitted
Deborah Watson
Finance Director

B. SERVICE:

COBB ASKS WHY OUTSOURCING FOR MANHOLE REPAIRS? BRIDGE WILL ASK KITKO TO DO A PRICE COMPARE.

To: Mr. Bridge, City Manager
From: Howard Kitko, Service Director
Date: November 18, 2019
Subject: Council Update

Service Departments:

- Completed some minor road repairs in areas that need a more in-depth repair, such as, ruts created from trash truck operations.
- Storm drains on Main St. These have orange cones on them. Getting estimates to replace with new structures. I am also getting a cost and time estimate for a City crew to perform.
- Leaf Pick-up season has begun, information at the City building or on our website.
- Tecumseh Trail overgrowth boom arm mowing is complete. Clark County Engineer's office finished product exceeded the City's expectations.

2019 Wastewater Plant Influent Building Upgrade:

- Peterson Construction was awarded the contract. New pump is to be delivered early November and Bar Screen early December. Equipment will be installed in mid December. Start up is tentatively scheduled for 12/18 and 12/19.

2019/2020 Primary #1 Clarifier Project:

- Demolition and Installation of new Clarifier in existing Concrete structure. City Manager has been approved to Proceed with the project. Currently finalizing the payment of the project.

Traffic Signal Upgrade Project:

- Project was awarded to Bansal Construction Co. Construction is to be completed by 8/31/20. As I get updates, I will pass those along.

C. FIRE:

VM LINDSEY ASKS WHEN THE BMV WILL REOPEN. TRUSTY NOTES ONCE LEAK IS FOUND AND REPAIRED AND THEY GET THE ALL CLEAR. ASKS ABOUT THE FIRE RUNS AND WHAT THE CAUSE IS.

City of New Carlisle
City Council Meeting
11-18-2019
Fire-EMS Report

- In the Month of October the New Carlisle Fire Division responded to 93 EMS call in the City and 12 in Elizabeth Township.
- The Division responded to 10 Fire related calls in the City and 1 in Elizabeth Township.
- We had 4 EMS calls answered by mutual aid, either by Pike Township or Bethel Clark, due to medic 52 being on a response.
- We answered 2 mutual aid EMS calls for Pike Township and 2 for Bethel Clark.
- In the Month of October the Division responded to 1 Overdose calls,

Steven Trusty
Fire Chief
City of New Carlisle

D. POLICE:

REPORT DOES NOT INCLUDE STOPS/WARNINGS ISSUED. LOWREY ASKS IF A POLICE ADMIN CAN BE STATIONED IN NC? BRIDGE NOTES MONEY FROM LEVY COULD BE USED FOR A 5TH DEPUTY OR ADMIN?

**CITY OF NEW CARLISLE
CLARK COUNTY SHERIFF'S OFFICE**

PATROL DIVISION

October, 2019 Report

New Carlisle Deputies were dispatched to 39 calls.

**Assaults; 1
Domestic Violence; 8
Theft; 3
Non-Injury Crash; 2
Injury Crash; 0
Citations; 3
Drug Compliant; 0
Overdose; 2
Suicide Attempted; 1
Burglary; 0**

New Carlisle has had some vandalism in the past few weeks and I am happy to announce there is a suspect and an arrest should be made by the end of the week.

In October New Carlisle has had more than our share of drinking and driving arrest by multiple agencies. Please call someone to pick you up before you drink and drive, it is expensive. You can easily exceed \$10,000 your first time with fines and fees, attorneys, and high risk insurance. Be safe, let someone drive for you.

Again, please contact the Clark County Sheriff's Office at 937-328-2560 if you witness anything suspicious. This could be the phone call we need to solve a crime, or save a life.

**Sergeant Ralph Underwood
Clark County Sheriff's Department**

***E. INFORMATIONAL ITEMS**

- **New Building Update**
 - Abatement Removal Cost - Proposal Attached
 - \$4,883
 - No Clearance Air Samples will be needed
 - Removing 700 SF on second floor and 120 SF on first floor
 - Technology Updates
 - The Bridge Group is acting as Consultants for the City on this project
 - Same company that films the Council Meetings and currently is under contract, essentially being the City's IT Department
 - Fantastic working relationship
 - Quote for wiring building (phone systems, computer cables, security cables, etc.)
 - \$13,680
 - May need to be considered as a Capital Expense. If so, will need to add to the 2020-2024 CIP.
- **2020-2024 Capital Improvement Plan Timeline (Solid - Not Changing)**
 - Resolution to Intro the CIP tonight
 - Legal Ad for Public Hearing / Adoption in the Springfield News Sun on 11/19/19, 11/20/19, or 11/21/19
 - 12/2/19 - Council votes on CIP
 - 2020 Operating Budget Adoption on 3/9/20 or 3/23/20 (prefer/aiming for 3/9/20)
- **Parks and Recreation Board**
 - Application attached for Tonia Molla
- **Auditor Exit Conference**
 - Scheduled for Tuesday, November 19th.
 - Review findings of 2018 State Audit
 - Information is made public after Auditor final approval
- **Upcoming:**
 - Health Insurance Renewal w/ Expected Increase in Premium Cost - Emergency Ordinance Possible
 - Codify City's Fixed Asset Policy
 - Information on NEW PLAYGROUND EQUIPMENT
 - State-Mandated Change in City Gun Policy
 - Upcoming Ordinance 19-43E, attached, for Council and Public Review
 - Will be an Emergency Ordinance on 12/2/19 due to mandated effective date
 - Recommended discussing at 12/2/19 Work Session

VM LINDSEY MOTIONS TO ACCEPT TONIA MOLLA APPLICATION FOR PARKS AND REC BOARD WITH A 2ND BY CM COOK. MOTION ACCEPTED 7-0. HOPKINS CONFIRMS MUST BE A CITY RESIDENT.

BRIDGE NOTES WILL BE AN INCREASE IN INSURANCE PREMIUMS.

BRIDGE EXPLAINS NEWLY PASSED HB 228.

8. COMMENTS FROM MEMBERS OF THE PUBLIC:

LINDA EGGLESTON NOWAKOWSKI- GIVES REPORT ON COMMUNITY GARDEN, SECURED SOLAR PANELS TO OPERATE WELL. NOTED HUMAN FECES AND ITEMS AT GARDEN. ASKS DEPUTIES TO DO SOME EXTRA PATROL.

9. COMMITTEE REPORTS: NONE

10. RESOLUTIONS:

RESOLUTION 19-19 Action on 12/2/19

A RESOLUTION ADOPTING A CAPITAL IMPROVEMENT PROGRAM FOR THE CITY OF NEW CARLISLE, OHIO

11. ORDINANCES:

ORDINANCE 19-40 Action on 12/2/19

AN ORDINANCE ADOPTING AND IMPLEMENTING A UNIFORM POLICY FOR PROJECTS FUNDED IN WHOLE OR IN PART BY FEDERAL FUNDING

ORDINANCE 19-41 Action on 12/2/19

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH MIAMI VALLEY LIGHTING, LLC FOR STREET LIGHTING SERVICES FOR USE ON PUBLIC GROUNDS AND STREETS IN THE CITY OF NEW CARLISLE

ORDINANCE 19-42

AN ORDINANCE EMPLOYING A DIRECTOR OF LAW AND AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT TO HIRE

BRIDGE SUGGESTS BREAKING RULES OF COUNCIL TO PASS THE ORDINANCE THIS EVENING TO SPEED UP THE PROCESS. VM LINDSEY MOTIONS TO BREAK RULES OF COUNCIL TO MAKE

ORDINANCE 19-42E WITH A 2ND BY CM SHAMY. YES: 6 NAY: 1 COBB MOTION ACCEPTED 6-1.

VM LINDSEY MOTIONS TO ACCEPT ORD. 19-42 WITH A 2ND BY CM SHAMY. YES: 6 NAY: 1 COBB

NO COMMENTS OR QUESTIONS FROM COUNCIL. MOTION ACCEPTED 6-1.

12. OTHER BUSINESS:

A. WARREN DAVIDSON: MOBILE OFFICE HOURS AT THE CITY BUILDING ON THE FOURTH TUESDAY OF THE MONTH FROM 1:30 PM UNTIL 2:00.

B. CITY OFFICES WILL BE CLOSED 11/28 AND 11/29 FOR THANKSGIVING.

13. EXECUTIVE SESSION: NONE

14. RETURN TO REGULAR SESSION: N/A

15. ADJOURNMENT: @ 7:37 PM

1ST VM LINDSEY

2ND SHAMY

City Manager's Report

TO: Mayor, Vice Mayor, City Council, Residents, and Business Owners
FROM: Randy Bridge, City Manager
DATE: November 29, 2019 for December 2, 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 Update**
 - Abatement Removal Cost
 - Waiting on date of work
- **2020-2024 Capital Improvement Plan Timeline (Solid - Not Changing)**
 - 12/2/19 - Council votes on CIP
 - 2020 Operating Budget Adoption on 3/9/20 or 3/23/20 (prefer/aiming for 3/9/20)
- **Charter Review Commission**
 - Application attached for Terri Hoffman
- **New Carlisle Holiday Events**
 - Information Attached
- **Various Meetings/Events**
 - Montgomery County Food Summit: 11/20/19 with Councilwomen Elect Eggleston Nowakoski
 - Combined Dispatch Meeting: 11/22/19 with various County and City leaders
- **Deputy Sheriff Equipment and Depreciation List:**
 - Attached
- **Upcoming:**
 - Information on **NEW PLAYGROUND EQUIPMENT!**
 - Credit Card Policy Update - Legislation Required

RECEIVED
NOV 27 2019

APPLICATION FOR BOARD/COMMITTEE MEMBERSHIP

CITY OF NEW CARLISLE

BY:

Return application to the City Building, P.O. Box 419, 331 S. Church St.
Please print or type

Name THERESA (TERRI) HOFFMAN

Board(s) or Committee(s) You Are Interested In Serving On CHARTER REVIEW

Daytime Phone _____ Evening Phone _____

Address 316 W S SCOTT ST

Date 11/27/19

Why do you wish to serve on this(these) board(s) or committee(s)?

You may answer below or on an attached sheet. Please put your name at the top of each sheet. Thank you for your interest.

ALWAYS INTERESTED IN SERVING MY COMMUNITY.

NEW CARLISLE HOLIDAY EVENTS

DECEMBER 6th & 7th, 2019



TREE LIGHTING - Friday, December 6th at 7:00 pm
Main & Washington Streets

34th ANNUAL MAIN STREET HOLIDAY PARADE
Saturday, December 7th 10:00 am

SANTA ARRIVES BY PLANE AT 9:30 am

Kids are urged to watch Santa fly
in from the north pole at the Andy
Barnhart Memorial Airport.



Parade line up is 9:30 at Madison and Main Street.
Walk to Lake Avenue and to the Firehouse.

Featuring The **TECUMSEH ARROWS MARCHING BAND**
which will perform a **MINI CONCERT** after the parade.

VISIT WITH SANTA & COSTUME CONTEST

315 N. Church Street after parade – Visit with Santa
and Mrs. Claus – Cookies and juice will be served.

Judging costumes for best holiday or storybook. There will be
3 prizes awarded to the winners!! In order to be judged, kids
need to participate in costume and walk in the parade.

* In case of bad weather, no parade, go to the firehouse.

New Carlisle Elementary FREE Merry Grinchmas Lunch
Saturday, December 7th from 1 to 4pm.

Deputy Sheriff Equipment and Depreciation List

Item	Quantity	Price	Depreciation (years)	Yearly Total
Police Cruiser	1	\$34,220.00	6	\$5,703.33
Cruiser Maintenance	1	\$2,000.00	1	\$2,000.00
Gasoline	1	\$1,200.00	1	\$1,200.00
Big Easy GLO kit	1	\$63.00	10	\$6.30
Trunk First Aid Kit	1	\$66.00	3	\$22.00
18" Nonreflective Cones	1	\$115.00	5	\$23.00
Traffic Vest	1	\$22.00	5	\$4.40
Measuring Wheel	1	\$38.00	5	\$7.60
Rock River Rifle with Extra Magazin	1	\$976.00	20	\$48.80
Remington Shotgun	1	\$705.00	20	\$35.25
Glock Handgun and w/Accessories	1	\$550.00	20	\$27.50
TASER with Accessories	1	\$1,300.40	4	\$325.10
Camera's and Audio Recorders	1	\$161.97	5	\$32.39
L3 Body Worn Cameras	1	\$757.24	4	\$189.31
Toughbook Laptop Computer	1	\$4,000.00	5	\$800.00
Microsoft License	1	\$329.18	5	\$65.84
Hand Held Radio w/Accessories	1	\$4,527.36	7	\$646.77
Cruiser Radio	1	\$4,749.00	10	\$474.90
Combat Tourniquet	1	\$50.00	7	\$7.14
Torso Plates	1	\$323.75	5	\$64.75
Stops Sticks	1	\$478.75	4	\$119.69
Level 4A Vest (plate carrier)	1	\$350.00	5	\$70.00
Ballistic Helmet	1	\$200.00	5	\$40.00
Molly Vest	1	\$237.00	5	\$47.40
Ballistic Vests	1	\$855.00	5	\$171.00
Total				\$12,132.47

RESOLUTION 19-19R

A RESOLUTION ADOPTING A CAPITAL IMPROVEMENT PROGRAM FOR THE CITY OF NEW
CARLISLE, OHIO

WHEREAS, the Capital Improvement Program (CIP) is a financial plan for the next five years of proposed capital improvements for the City of New Carlisle; and

WHEREAS, the City Charter, Section 7.06(b) requires that this plan be adopted by Resolution;
and

WHEREAS, Council has reviewed such plan in preparation of budget work and have found it to be sufficient.

NOW, THEREFORE, BE IT RESOLVED by the City of New Carlisle City Council that the attached Capital Improvement Program (CIP) shall be adopted for use in the preparation of a budget for the City of New Carlisle, Ohio.

Passed this _____ day of _____, 2019.

Mike Lowrey, MAYOR

Emily Berner, CLERK

APPROVED AS TO FORM:

Lynnette Dinkler, DIRECTOR OF LAW
OR
Jacob M. Jeffries, SPECIAL LEGAL COUNSEL

1st _____

2cd: _____

Councilman Cobb	Y	N
Councilman Cook	Y	N
Vice Mayor Lindsey	Y	N
Mayor Lowrey	Y	N
Councilman Shamy	Y	N
Councilwoman Hopkins	Y	N
Councilwoman Eggleston	Y	N

Totals:

Pass

Fail

Intro: 11/18/19

Action: 12/2/19

Effective: 12/18/19



City of New Carlisle

2020-2024 Capital Improvement Program

Approved Via Resolution 19-19R

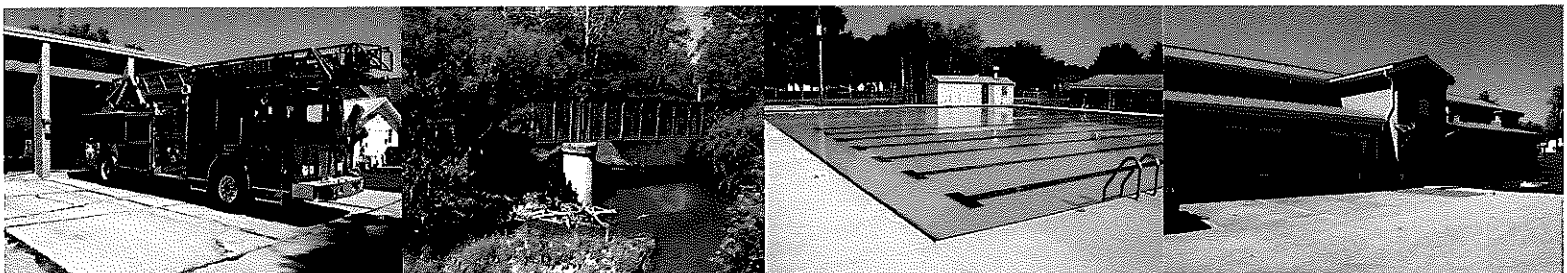


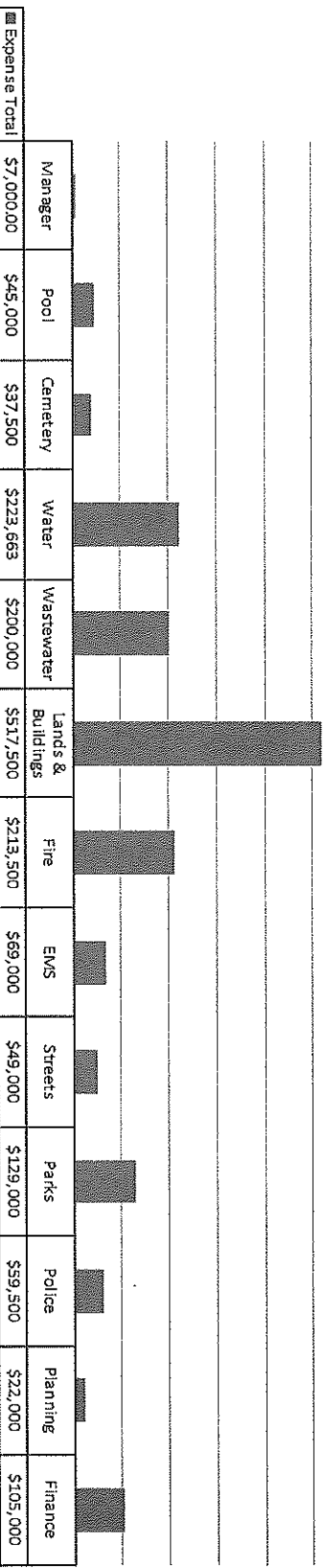
TABLE OF CONTENTS

SECTION 1: CAPITAL EXPENSES 2020-2024	1-2
CAPITAL EXPENSE COSTS - OVERVIEW BY FUND	1
CAPITAL EXPENSES COMPARISON CHARTS	2
SECTION 2: GENERAL FUND CAPITAL EXPENSES	3-9
CITY COUNCIL	3
CITY MANAGER	4
FINANCE DEPARTMENT	5
PLANNING DEPARTMENT	6
PARKS	7
LANDS & BUILDINGS	8
GENERAL FUND CAPITAL EXPENSE COMPARISON CHARTS	9
SECTION 3: SPECIAL LEVY / TAX FUNDS	10-15
POLICE CAPITAL EXPENSES	10
STREETS CAPITAL EXPENSES	11
EMS CAPITAL EXPENSES	12
FIRE CAPITAL EXPENSES	13
FIRE/EMS CAPITAL EXPENSE COMPARISON CHARTS	14
SPECIAL LEVY / TAX FUNDS CAPITAL EXPENSE COMPARISON CHART	15
SECTION 4: ENTERPRISE FUNDS	16-21
WATER CAPITAL EXPENSES	16
WASTEWATER CAPITAL EXPENSES	17
WASTEWATER CAPITAL EXPENSE & WASTEWATER V. WATER CAPITAL EXPENSE COMPARISON CHARTS	18
POOL CAPITAL EXPENSES	19
CEMETERY CAPITAL EXPENSES	20
ENTERPRISE FUNDS CAPITAL EXPENSE COMPARISON - GRAPH	21

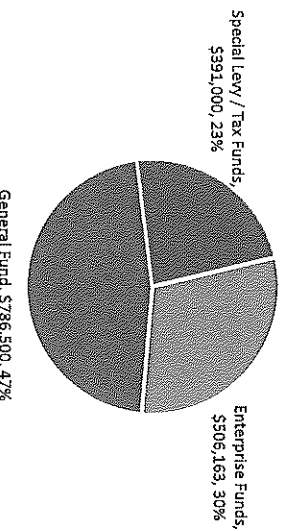
2020-2024 CAPITAL EXPENSES OVERVIEW

General Fund	2020	2021	2022	2023	2024	Cumulative Fund Totals
Finance	105,000	60,000	60,000	60,000	73,000	\$ 358,000
Planning	22,000	-	-	-	2,000	\$ 24,000
City Council	6,000	-	-	-	-	\$ 6,000
City Manager	7,000	-	-	-	3,500	\$ 10,500
Lands & Buildings	517,500	20,000	57,500	-	2,500	\$ 597,500
Parks	129,000	25,000	11,000	23,000	70,500	\$ 258,500
GENERAL FUND TOTAL	\$ 786,500	\$ 105,000	\$ 128,500	\$ 83,000	\$ 151,500	\$ 1,254,500
Special Levy / Tax Funds	2020	2021	2022	2023	2024	Cumulative Fund Totals
Police	59,500	17,500	77,500	20,000	82,000	\$ 256,500
Streets	49,000	10,000	60,000	60,000	210,000	\$ 389,000
Fire	213,500	171,000	171,000	183,500	58,500	\$ 797,500
EMS	69,000	99,000	30,000	15,000	15,000	\$ 228,000
SPECIAL LEVY / TAX TOTAL	\$ 391,000	\$ 297,500	\$ 338,500	\$ 278,500	\$ 365,500	\$ 1,671,000
Enterprise Funds	2020	2021	2022	2023	2024	Cumulative Fund Totals
Wastewater	200,000	218,000	101,000	255,000	15,000	\$ 789,000
Water	223,663	209,663	189,663	160,788	128,887	\$ 912,664
Cemetery	37,500	17,000	95,000	50,000	30,000	\$ 229,500
Pool	45,000	10,000	12,000	12,000	12,500	\$ 91,500
ENTERPRISE FUNDS TOTAL	\$ 506,163	\$ 454,663	\$ 397,663	\$ 477,788	\$ 186,387	\$ 2,022,664
CUMULATIVE FUND TOTALS	\$ 1,683,663	\$ 857,163	\$ 864,663	\$ 839,288	\$ 703,387	\$ 4,948,164

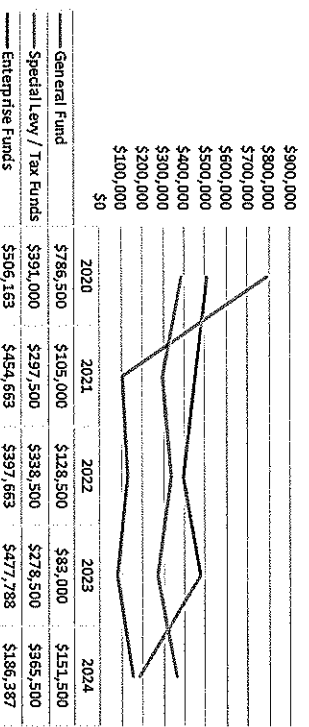
2020 Capital Expenses by Department



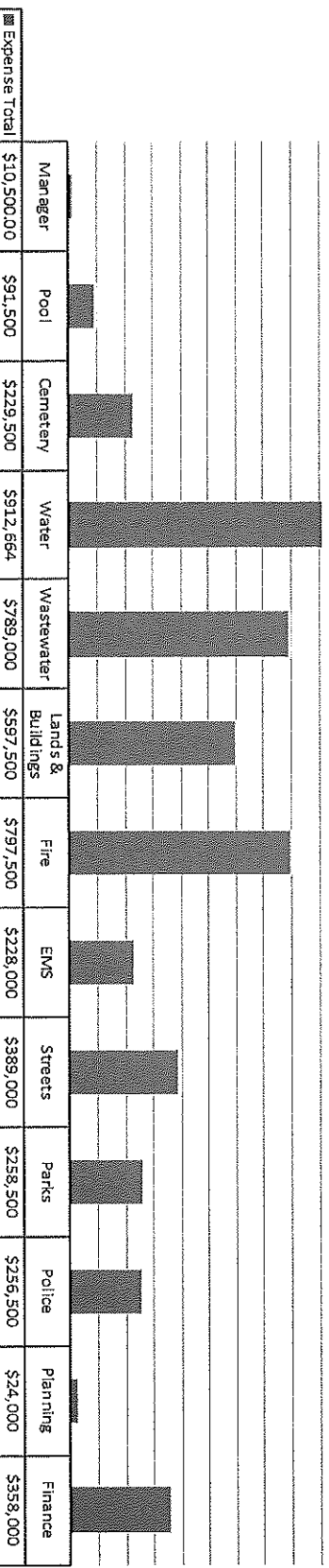
2020 Capital Expense by Fund Classification



2020-2024 Capital Expenses by Fund Classification



2020-2024 Capital Expenses by Department



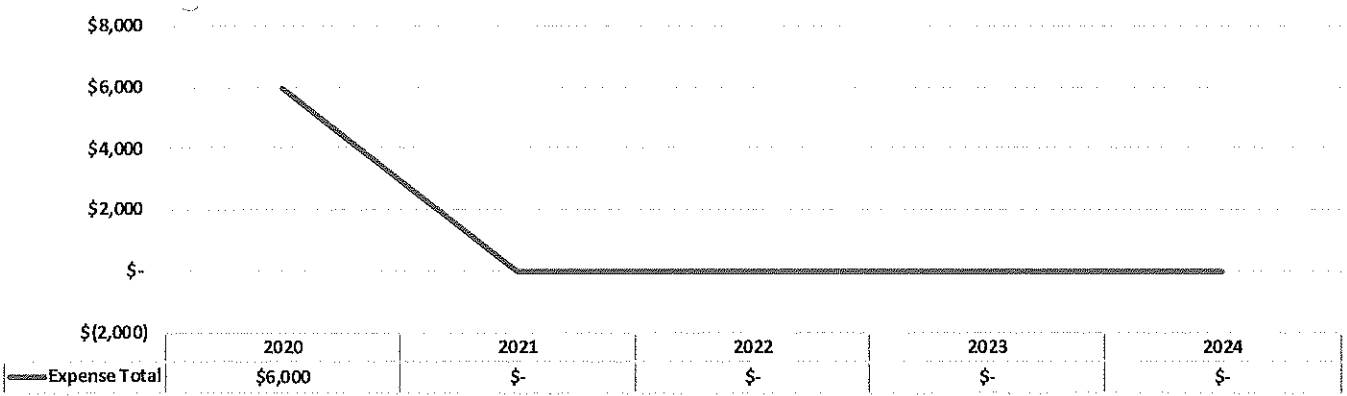
General Fund Capital Expenses 2020-2024

CITY COUNCIL CAPITAL EXPENSES 2020-2024

FUND # 101-1100	2020	2021	2022	2023	2024
Technology Updates	6,000	-	-	-	-
CITY COUNCIL TOTAL	\$ 6,000	\$ -	\$ -	\$ -	\$ -

EXPENSE DESCRIPTIONS

Technology Updates - For the purchase of a technology updates in year 2020. Paid by General Fund.



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CITY MANAGER CAPITAL EXPENSES 2020-2024

FUND # 101.1300	2020	2021	2022	2023	2024
Office Furniture at New Building	7,000	-	-	-	-
Technology Upgrades	-	-	-	-	3,500
CITY MANAGER TOTAL	\$ 7,000	\$ -	\$ -	\$ -	\$ 3,500

EXPENSE DESCRIPTION

Office Furniture - For the purchase of a office furniture in year 2020. Paid by General Fund.

Technology Upgrades - For the purchase of a desktop or laptop in year 2023. Paid by General Fund.

\$8,000					
\$7,000					
\$6,000					
\$5,000					
\$4,000					
\$3,000					
\$2,000					
\$1,000					
\$-					
\$(1,000)					
	2020	2021	2022	2023	2024
Expense Total	\$7,000	\$-	\$-	\$-	\$3,500

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FINANCE CAPITAL EXPENSES 2020-2024

FUND # 101.1400	2020	2021	2022	2023	2024
Software Support	28,000	28,000	28,000	28,000	28,000
Capital Asset Tracking	20,000	20,000	20,000	20,000	20,000
Network Server Protection	12,000	12,000	12,000	12,000	12,000
Furniture for New City Building	35,000	-	-	-	-
Computer Replacement	7,000	-	-	-	10,000
Printer Purchase	3,000	-	-	-	3,000
FINANCE TOTAL	\$ 105,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 73,000

EXPENSE DESCRIPTIONS

Software Support - Yearly financial software support for accounts payable, accounts receivable, payroll, cashier, water, and sewer. Does not include hardware support or maintenance of the hardware. Paid for by the General Fund.

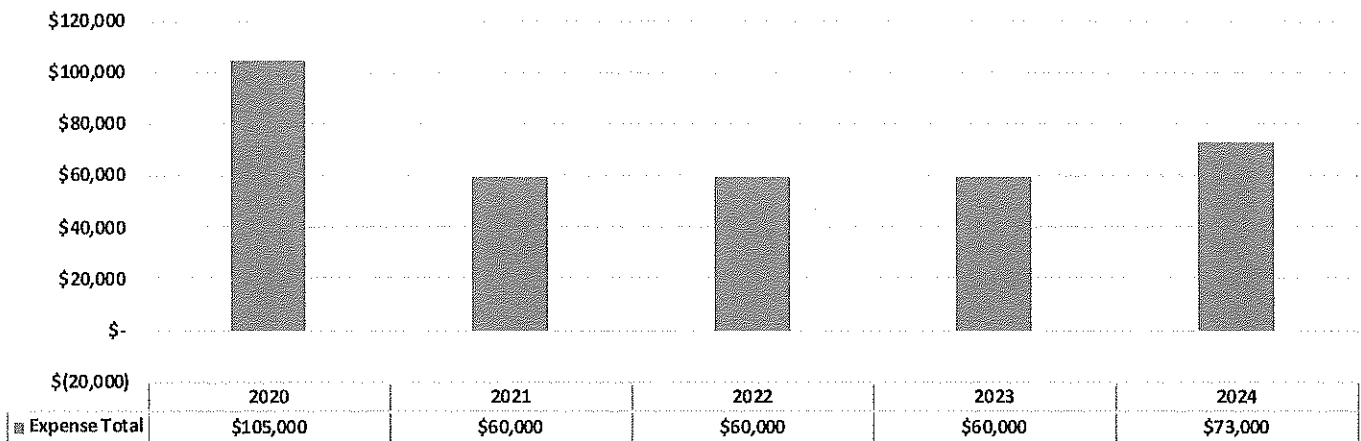
Capital Asset Tracking - This is an issue that has been on our Audit Reports for a while now. It was not financially possible until this time. I would like to begin this process in 2020 in phases so we can maintain our financial stability.

Network Server - This is a yearly amount for maintaining our server with the Bridge Group.

Furniture for New City Building - Two of our offices will have built in furniture, with the need for some file cabinets. The other 4 offices will need new furniture.

Computer replacement - Purchase of 7 new computers. The last time the computers were upgraded was in 2014. The average life span of a computer is 3 to 5 years. We are still working on Windows 7 and need to upgrade to Windows 10.

Printer Purchase - The move to the new City Building will require a printer that has the capability of scanning and faxing. Would like to purchase this instead of leasing.



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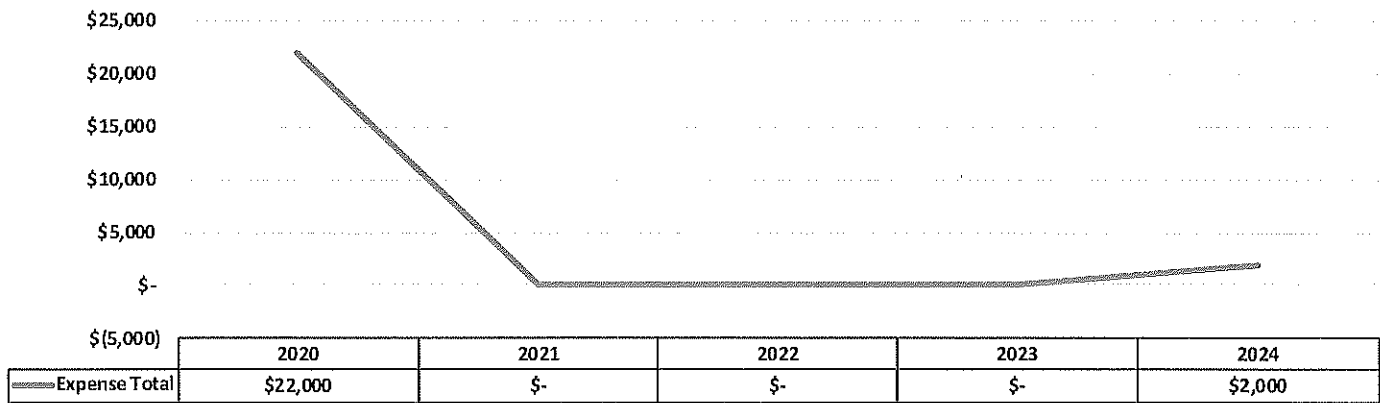
PLANNING CAPITAL EXPENSES 2020-2024

FUND # 101,1500	2020	2021	2022	2023	2024
Office Furniture at New Building	18,000	-	-	-	-
ArcGIS Software and Upgrades	4,000	-	-	-	2,000
PLANNING TOTAL	\$ 22,000	\$ -	\$ -	\$ -	\$ 2,000

EXPENSE DESCRIPTIONS

Office Furniture at New Building - Purchase 2 or 3 used cubical mobile Work Stations for offices on second floor. Saving money with in-house purchase. Paid for by the General Fund.

ArcGIS Software - Purchase software in 2020 that will allow the City to map underground utilities, make in house city related maps, and other mapping functions. Update in 2024. Paid for by the General Fund.



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2020-2024 PARKS CAPITAL EXPENSES

FUND # 101.1800	2020	2021	2022	2023	2024
Shelter House Upgrades / Addition	60,000	-	-	-	-
Playground Equipment / Fall Protection	15,000	-	-	15,000	8,500
Bike Trail Exercise Stops	-	15,000	8,000	8,000	8,500
Truck	-	-	-	-	35,000
Park Upgrades	4,500	-	3,000	-	3,500
Utility Cart	20,000	-	-	-	-
Wood chipper	17,500	-	-	-	-
Trailer	-	10,000	-	-	-
Mower	12,000	-	-	-	15,000
PARKS TOTAL	\$ 129,000	\$ 25,000	\$ 11,000	\$ 23,000	\$ 70,500

EXPENSE DESCRIPTION

Shelter House Upgrade/Addition - Improve Parking, Acoustics, Flooring, Tables, Chairs, Kitchenet Addition, Technology Upgrades, and/or General Aesthetics of the building in 2020. Paid for by the General Fund and/or financing.

Playground Equipment / Fall Protection - Purchase and/or upgrades of playground equipment and/or fall protection in 2020, 2023 & 2024. Paid for by the General Fund and/or grant funds.

Bike Trail Exercise Stops - Purchase exercise stops and place at various locations along the Bike Path. This would be an outdoor exercise system that contains instruction signs and exercise equipment designed for the novice or conditioned athlete. Purchase 2021-2024 and may include other related work such as gravel or concrete pads. Paid for by the General Fund and/or possible grant funds.

Truck - Replace truck in 2024. Paid for by the General Fund and/or financing.

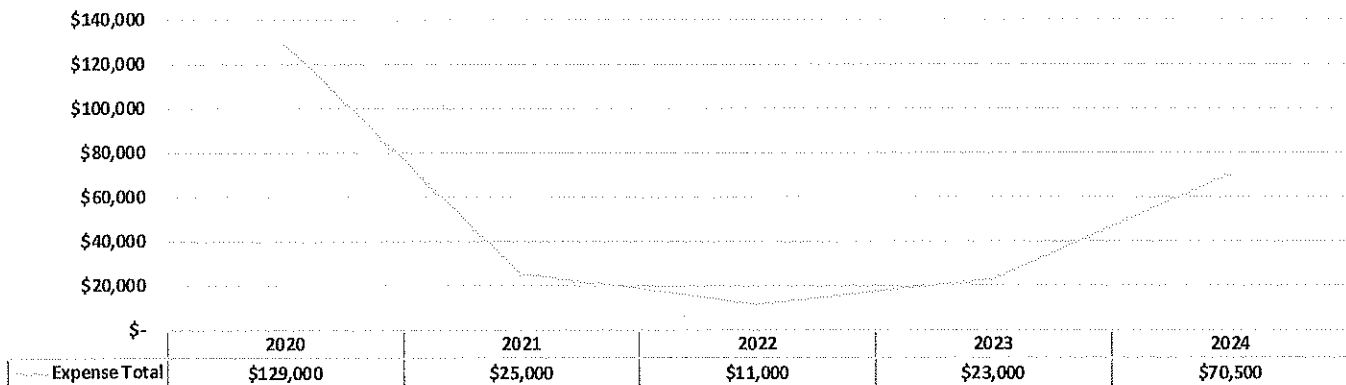
Park Upgrades - Purchase Benches, Tables, and other miscellaneous items for general City Parks improvements in 2020, 2022, and 2024. Paid for by the

Utility Cart - Purchase Utility Cart in 2020. Paid for by the General Fund and/or financing.

Wood Chipper - Purchase to replace current Wood Chipper. Expense to be shared with the Street Fund 201. Paid for by the General Fund, Street Fund (201), and/or financing.

Trailer - For hauling City-owned operating equipment. Purchase in 2020 by the General Fund.

Mower - For cutting grass and weeds in City parks. Purchase in 2020 by the General Fund.



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2020-2024 LANDS & BUILDINGS CAPITAL EXPENSES

FUND # 101.2000					
CITY BUILDING	2020	2021	2022	2023	2024
Renovation of New City Building Purchased in 2019	430,000	-	-	-	-
Furniture for New City Building	20,000	-	-	-	-
CITY BUILDING TOTAL	\$ 450,000	\$ -	\$ -	\$ -	\$ -
CITY GARAGE	2020	2021	2022	2023	2024
Hand Tools	2,500	-	2,500	-	2,500
Truck	-	-	35,000	-	-
Demo and Addition	25,000	20,000	20,000	-	-
CITY GARAGE TOTAL	\$ 27,500	\$ 20,000	\$ 57,500	\$ -	\$ 2,500
MADISON STREET SCHOOL	2020	2021	2022	2023	2024
Asbestos Removal	40,000	-	-	-	-
MADISON SCHOOL TOTAL	\$ 40,000.00	\$ -	\$ -	\$ -	\$ -
LANDS & BUILDINGS, CITY GARAGE TOTAL	\$ 517,500	\$ 20,000	\$ 57,500	\$ -	\$ 2,500

EXPENSE DESCRIPTIONS

Renovation of New City Building Purchased in 2019 - Complete renovation of 101 South Main Street for office use. Renovation amount will be determined by bidding. Paid for by the General Fund and/or financing.

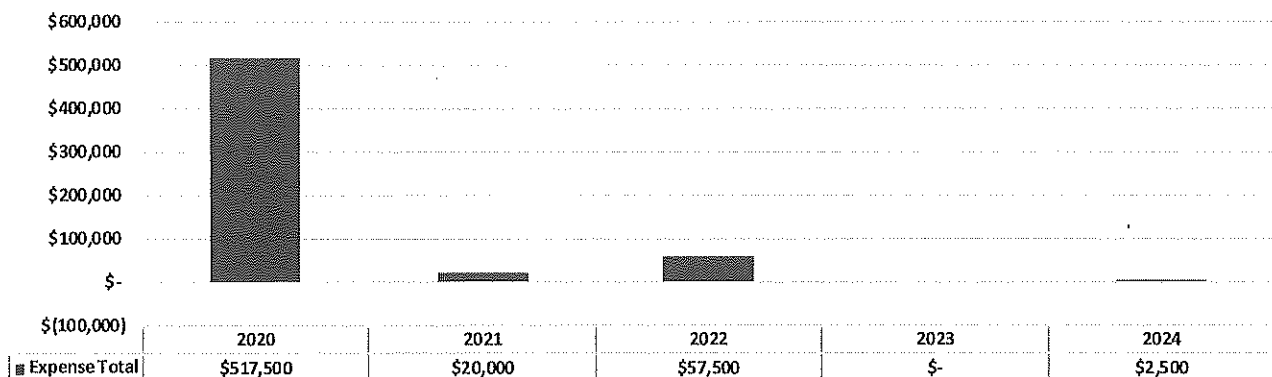
Furniture for New City Building - Purchase furniture for the Conference Room, Waiting Room, Storage Room, Third Floor Mezzanine, and Service Director's Office of the new City Building. Paid for by the General Fund

Hand Tools - Replace various broken/worn out mechanic tools in 2020, 2022, and 2024. Paid for by the General Fund.

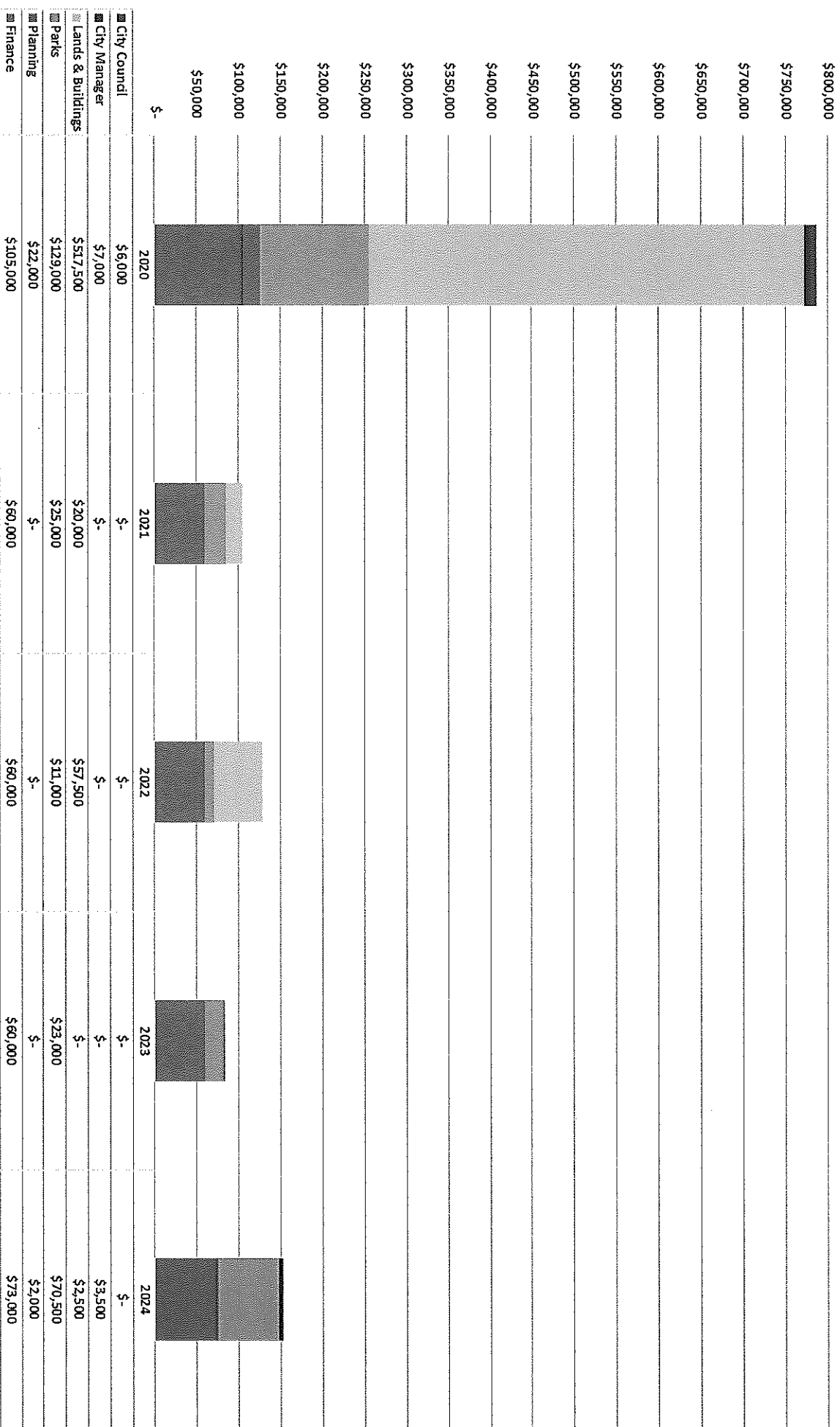
Truck - Purchase small 4x4 truck for Public Works Department in 2022. Paid for by the General Fund and/or financing.

Demo and Addition - Demo old section of garage and replace with lean-to. Paid for by the General Fund and/or financing.

Asbestos Removal - Remove Asbestos from school in 2020. Paid for by the General Fund and/or grant funds.



2020-2024 General Fund Capital Expenses



Special Levy / Tax Funds Capital Expenses
2020-2024

2020-2024 POLICE CAPITAL EXPENSES

FUND # 250	2020	2021	2022	2023	2024
Equipment Upgrades	17,500	17,500	20,000	20,000	20,000
New Patrol Vehicle	-	-	42,500	-	45,000
Equipment For New Patrol Vehicles	-	-	15,000	-	17,000
Sub-Station Relocation or Renovation	12,000	-	-	-	-
Cruiser Cams	30,000	-	-	-	-
POLICE TOTAL	\$ 59,500	\$ 17,500	\$ 77,500	\$ 20,000	\$ 82,000

EXPENSE DESCRIPTIONS

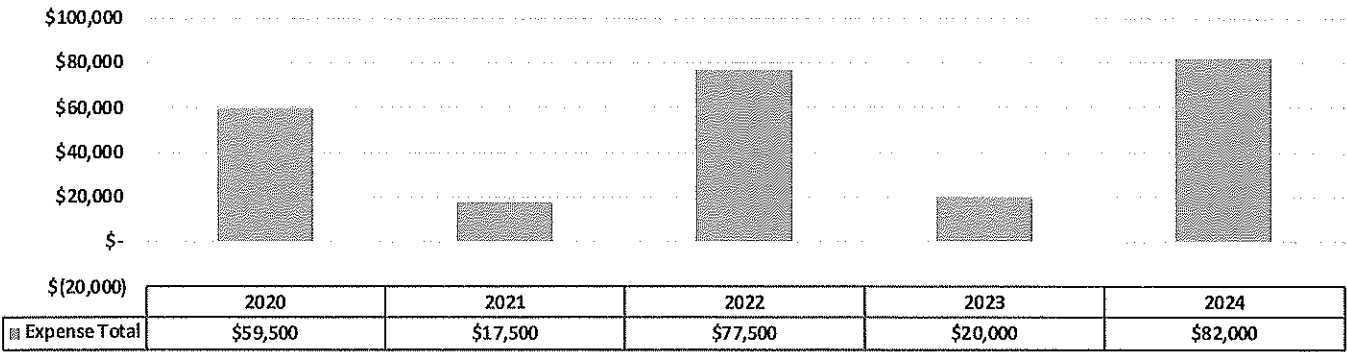
Equipment Upgrades - Includes computers & software; Tasers; patrolman equipment; and equipment needed to process crime scenes. Paid for by the Police Levy.

New Vehicles - Purchase police cruisers in year 2022 and 2024. Paid for by the Police Levy.

Equipment for New Patrol Vehicles - Items necessary to outfit the new cruisers in 2022 and 2024. Paid for by the Police Levy.

Sub-Station Relocation or Renovation - New Flooring, paint, and other miscellaneous items for a Sub-Station mini renovation. Determine feasibility for new location. Paid for by Police Levy Funds.

Cruiser Cams - Purchase for patrol vehicles in 2020 for additional public safety measures. Paid for by the Police Levy.



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2020-2024 STREETS CAPITAL EXPENSES

FUND # 201, 202, 203, 204	2020	2021	2022	2023	2024
New Street Department Building	-	-	-	-	200,000
Dump Truck	-	-	50,000	50,000	-
Wood Chipper	17,500	-	-	-	-
Street Painting Equipment	9,000	-	-	-	-
Snow Plow	7,500	-	-	-	-
Bucket Truck	5,000	10,000	10,000	10,000	10,000
LED Street Light Change-Out	10,000	-	-	-	-
STREET TOTAL	\$ 49,000	\$ 10,000	\$ 60,000	\$ 60,000	\$ 210,000

EXPENSE DESCRIPTION

New Building - Construction of new Street Department Operations Building including a new Salt Storage Building in 2024. Paid for by Street Funds (Non-Levy), General Fund, and/or financing.

Dump Truck - Purchase in 2022 and 2023 to replace current dump truck. Paid for by Street Funds (Non-Levy), General Fund, and/or financing.

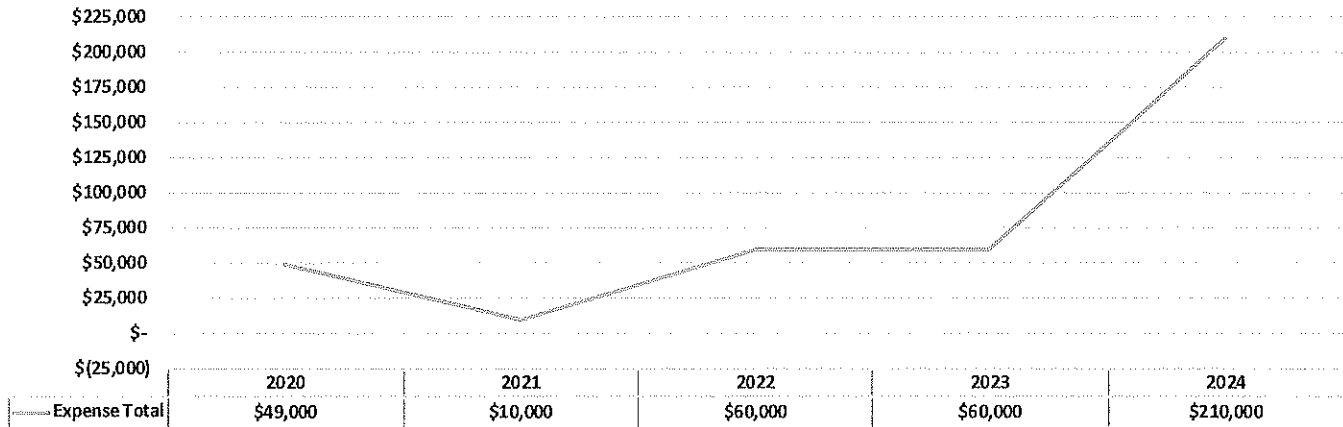
Wood Chipper - Replace old Wood Chipper in 2020. Expense to be shared and co-purchased with Park Fund (General Fund).

Street Painting Equipment - Replace current street and curb painting equipment in 2020. Paid for by Street Funds (Non-Levy).

Snow Plow - Purchase new Snow Plow for increased operational performance. Paid for by Street Funds (Non-Levy)

Bucket Truck - Replace current bucket truck starting in 2020. Paid for by Street Funds (Non-Levy), General Fund, and/or financing. Shown above with cost spread out over 4 to 5 years.

LED Street Light Change-Out - Option for LED Change-Out Program with Miami Valley Lighting. Purchase in 2020. Paid for by the General Fund, Street Funds, Special Assessments, and/or grant funds.



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2020-2024 EMS CAPITAL EXPENSES

EMERGENCY AMBULANCE CAPITAL - FUND 212	2020	2021	2022	2023	2024
Cot for Medic 52 and 52A	19,000	19,000	-	-	-
Load System for Medic 52 and 52A	26,000	26,000	-	-	-
Lucas Chest Compression System for Medic 52	-	15,000	-	-	-
Maintenance and Equipment Upgrades	15,000	15,000	15,000	15,000	15,000
FUND 212 TOTAL	\$ 60,000	\$ 75,000	\$ 15,000	\$ 15,000	\$ 15,000
EMERGENCY AMBULANCE OPERATING - FUND 213	2020	2021	2022	2023	2024
First Response / Command Vehicle	-	15,000	15,000	-	-
Radio Upgrades (EDACS & MARCS)	9,000	9,000	-	-	-
FUND 213 TOTAL	\$ 9,000	\$ 24,000	\$ 15,000	\$ -	\$ -
EMS TOTAL (ALL FUNDS)	\$ 69,000	\$ 99,000	\$ 30,000	\$ 15,000	\$ 15,000

EXPENSES DESCRIPTIONS

Cot for Medic 52 and 52A - The 2020 Cot purchase is for the new medic currently in production. The 2021 Cot purchase is for back-up Medic 52A. Will be applying for a Workmen's Comp Grant for the 2021 Cot purchase. If awarded, will only be responsible for 10% of total cost. Amount above assumes no grant money awarded. Paid for by EMS/Fire Funds and/or grant funds.

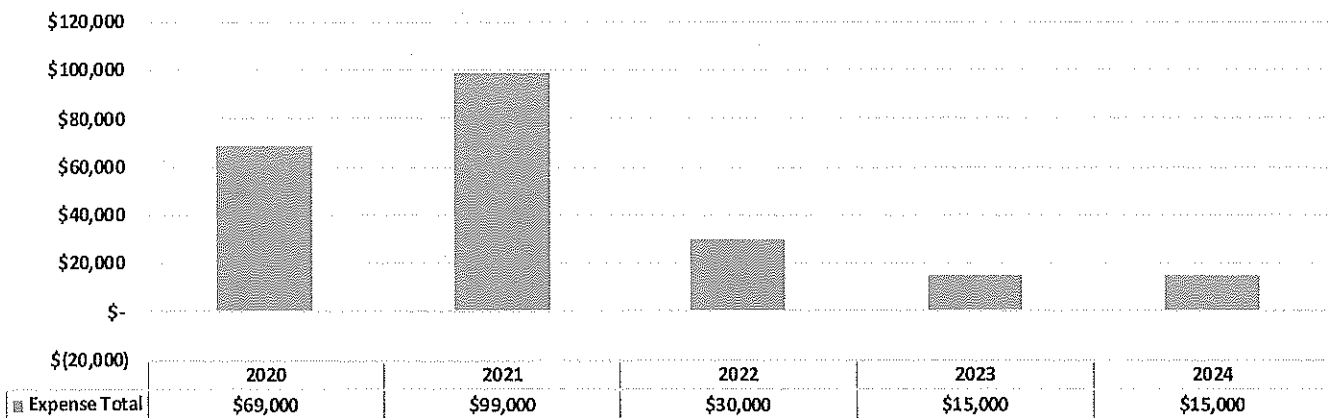
Load System for Medic 52 and 52A - The 2020 Load System purchase is for the new medic currently in production. The 2021 Load System purchase is for back-up Medic 52A. Will be applying for a Workmen's Comp Grant for the 2021 Cot purchase. If awarded, will only be responsible for 10% of total cost. Amount above assumes no grant money awarded. Paid for by EMS/Fire Funds and/or grant funds.

Lucas Chest Compression System for Medic 52 - Purchase new Lucas Chest Compression System in 2021. Paid for by EMS/Fire Funds and/or grant funds.

Maintenance and Equipment Upgrades - Allows for maintenance and equipment upgrades in each year of 2020-2024. Paid for by EMS/Fire Fund and/or grant funds.

First Response / Command Vehicle - Purchase in 2022 with saved funds from 2021. Paid for by the EMS/Fire Fund and/or grant funds.

Radio Upgrades (EDACS & MARCS) - Upgrade equipment in 2020 and 2021. Paid for by EMS/Fire Fund and/or grant funds.



2020-2024 FIRE CAPITAL EXPENSES

FIRE CAPITAL - FUND 214	2020	2021	2022	2023	2024
New Structural Firefighting Gear	25,000	25,000	25,000	25,000	25,000
New Fire Engine	100,000	100,000	100,000	100,000	-
New Power Tools	-	-	-	25,000	-
Radio Upgrades (EDACS & MARCS)	6,000	6,000	6,000	6,000	6,000
FUND 214 TOTAL	\$ 131,000	\$ 131,000	\$ 131,000	\$ 156,000	\$ 31,000

FIRE OPERATING - FUND 215	2020	2021	2022	2023	2024
Tools and Misc. Equipment	15,000	15,000	15,000	15,000	15,000
Fire Station Renovations	25,000	25,000	25,000	12,500	12,500
New Computers and Equipment	10,000	-	-	-	-
Thermal Imaging Camera	7,500	-	-	-	-
Roof Repairs	25,000	-	-	-	-
FUND 215 TOTAL	\$ 82,500	\$ 40,000	\$ 40,000	\$ 27,500	\$ 27,500

FIRE TOTAL (ALL FUNDS)	\$ 213,500	\$ 171,000	\$ 171,000	\$ 183,500	\$ 58,500
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EXPENSE DESCRIPTIONS

New Structural Firefighting Gear - Purchase 5 TO 10 new sets Turn Out Gear as old gear expires. We need to purchase 5 to 10 sets each year as old gear expires. Paid for by Fire funds and/or grant funds.

New Fire Engine - Save 4 years of Fire funds to purchase a new Fire Rescue Engine In 2023. Paid for by Fire Funds and/or grant funds.

New Power Tools - Purchase new power tools such as jaws of life, spreaders and rams. Paid for by Fire funds and/or grant funds.

Radio Upgrades (EDACS & MARCS) - Maintain and upgrade radio equipment for hand held radios. Paid for by Fire funds and /or grant funds.

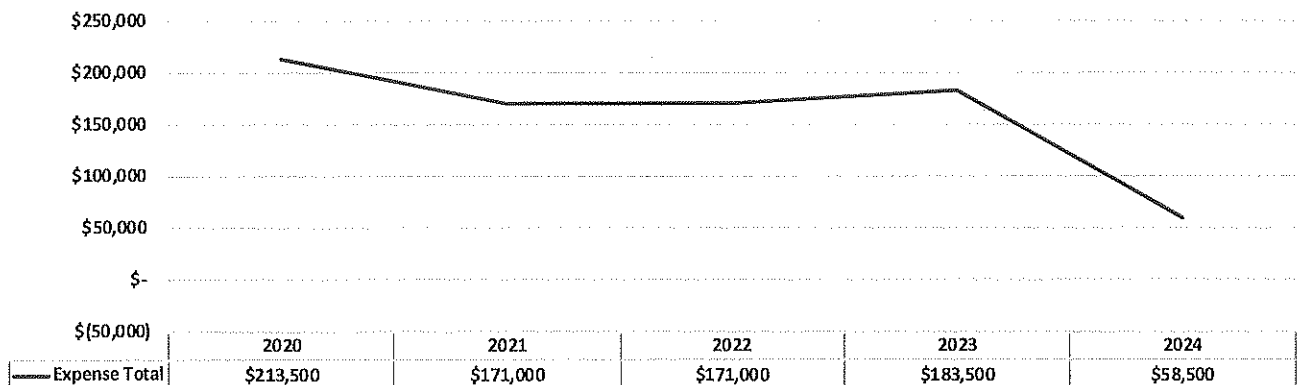
Tools and Misc. Equipment - Purchase new hand tools and equipment for the fire engine and truck. Paid by the Fire/EMS funds and/or grant funds.

Fire Station Renovations - Begin a 4-year remodeling project for the Fire Station to improve employee comfort and operations. Paid for by Fire/EMS funds and/or grant funds.

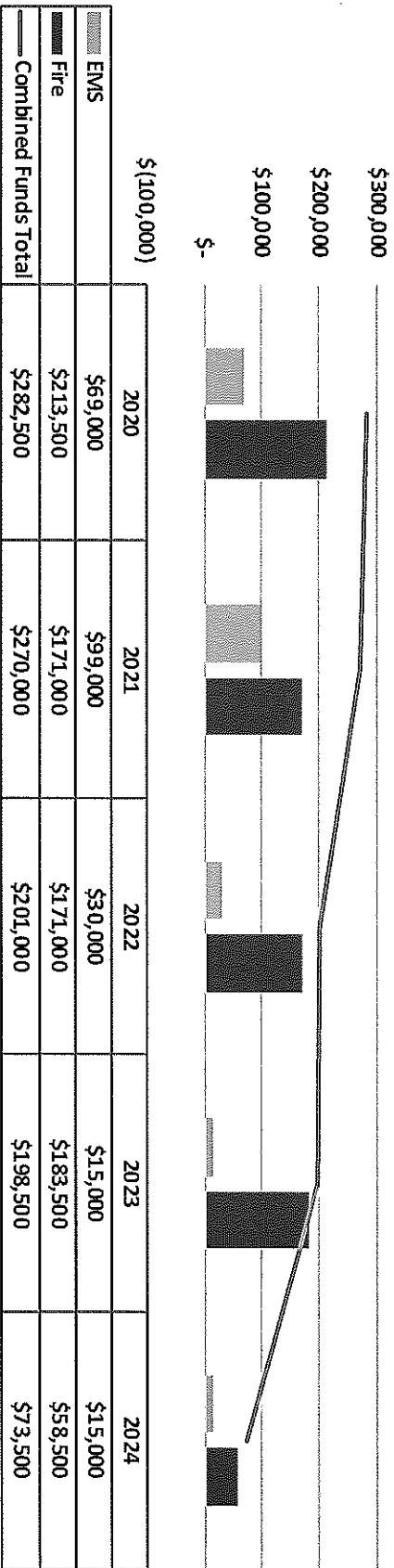
New Computers and Equipment - Purchase 5 new desktop computers for the Fire Station as the newest computer is 8 years old. Paid for by Fire funds and/or grant funds.

Thermal Imaging Camera - Purchase a new Thermal Imaging Camera in order to have one on the engine and one on the truck. Paid for by Fire funds and/or grant funds.

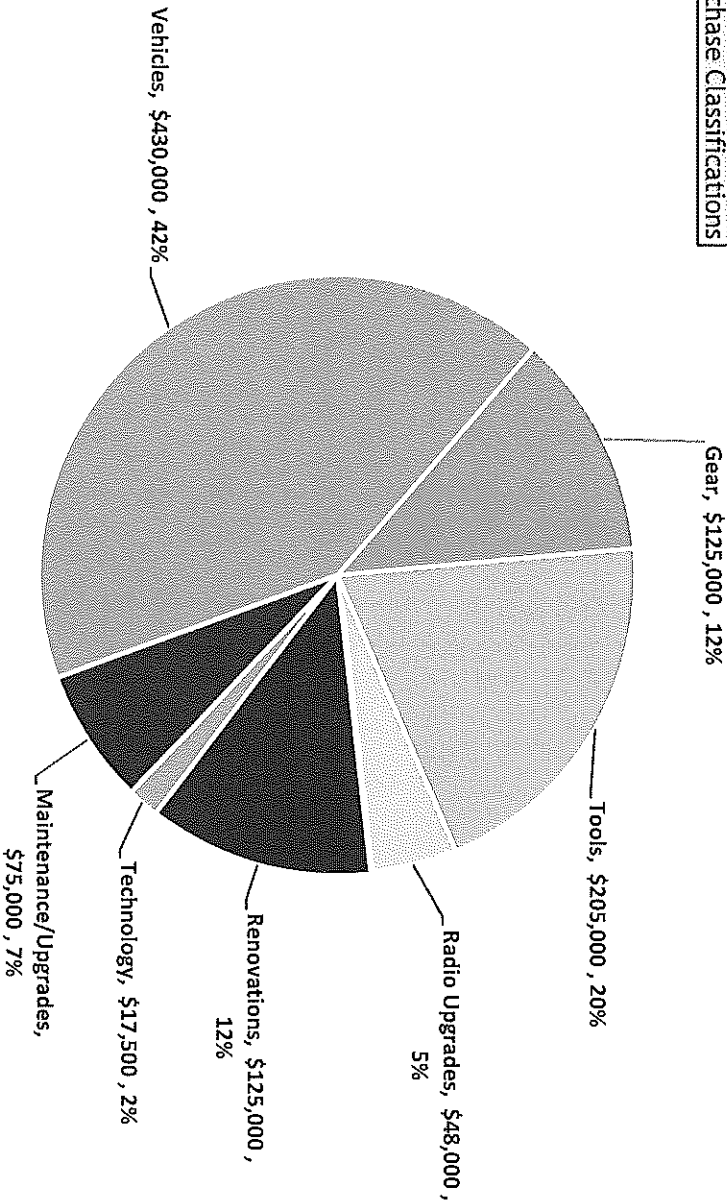
Roof Repairs - Repair leaking roof in the Fire Station. The older section recently started leaking. Paid for by Fire funds and/or grant funds.



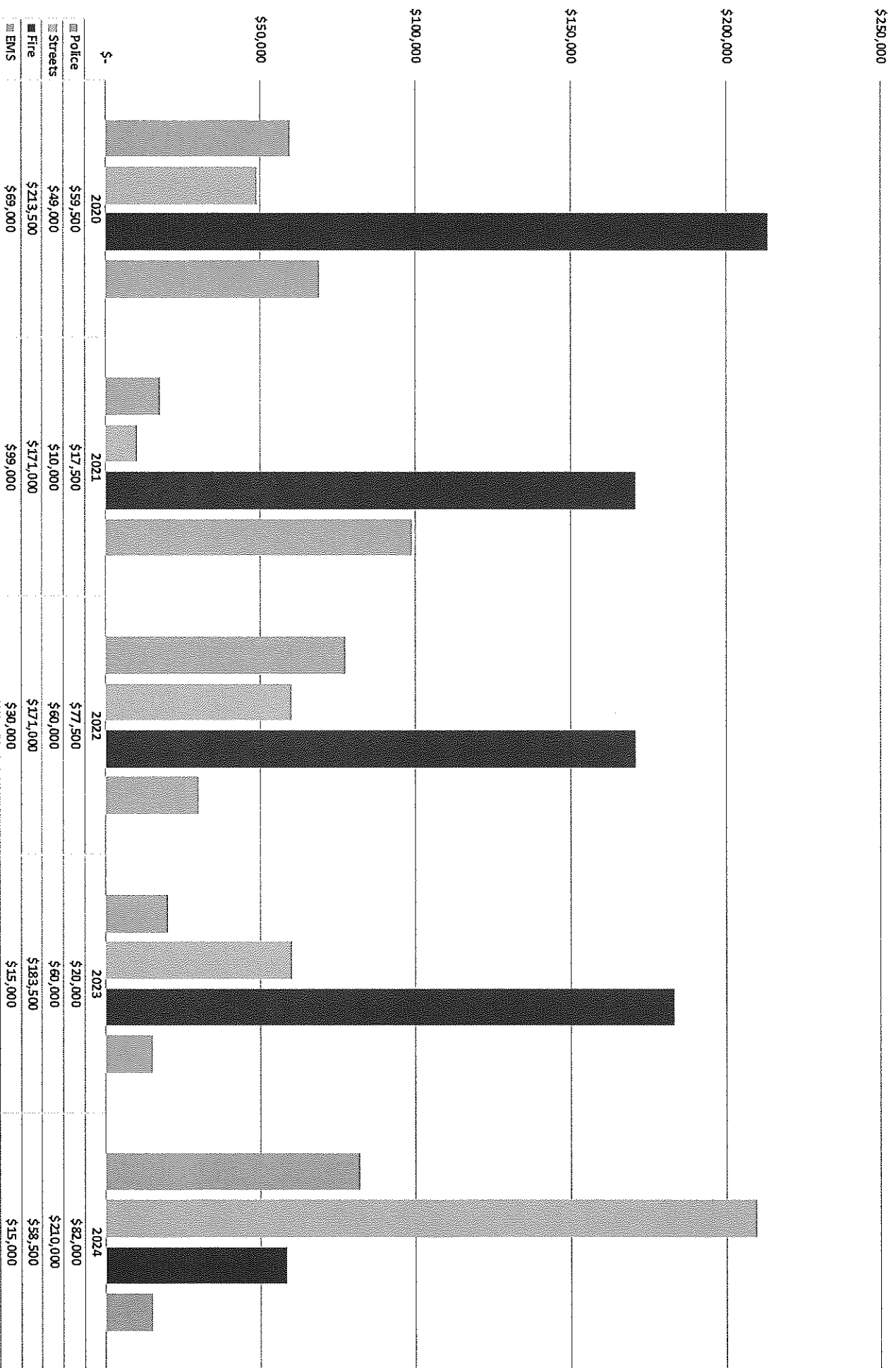
2020-2024 FIRE AND EMERGENCY AMBULANCE CAPITAL EXPENSES COMBINED



2020-2024 Fire/EMS Capital Purchase Classifications



2020-2024 Special Levy / Tax Funds Capital Expenses



Enterprise Funds Capital Expenses 2020-2024

2020-2024 WATER CAPITAL EXPENSES

WATER OPERATING - FUND 501	2020	2021	2022	2023	2024
Rehab High Service Pump Building	5,000	-	-	-	-
Repayment to General Fund	28,875	28,875	28,875	-	-
Hydraulic Study / GPS location	20,000	20,000	-	-	-
Tower Controls	5,000	-	-	-	-
Mainline Valve Replacement	3,500	3,500	3,500	3,500	3,500
Water Main Replacement	10,000	10,000	10,000	10,000	10,000
New Well Field	20,000	20,000	20,000	20,000	50,000
New Box Utility Truck	12,000	12,000	12,000	12,000	12,000
Industrial Pipe Saw	4,000	-	-	-	-
Tower Maintenance Program & Removal of Adam's Tower	115,288	115,288	115,288	115,288	53,387
WATER TOTAL	\$ 223,663	\$ 209,663	\$ 189,663	\$ 160,788	\$ 128,887

EXPENSE DESCRIPTIONS

Rehabilitation of Old High Service Pump Building - The critical need for this rehabilitation will include the replacement of all pipes, joints, valves, support brackets and paint above ground within the old building. Paid by Water Fund.

Repayment to General Fund - Repayment of the \$125,000 loan from the General Fund for the first year of the Tower Maintenance Program in years 2020-2022. Paid by Water Fund.

Hydraulic Study / GPS Location - To ensure Scarff Tower meets all fire and service water flows prior to Adam's Tower removal. Paid by Water Fund and/or possible grant monies.

Tower Controls - Replace, repair, or upgrade tower controls in 2020. Paid by Water Fund.

Mainline Valve Replacement - Set funds aside to start replacement of mainline water valves 2020. Paid by Water Fund.

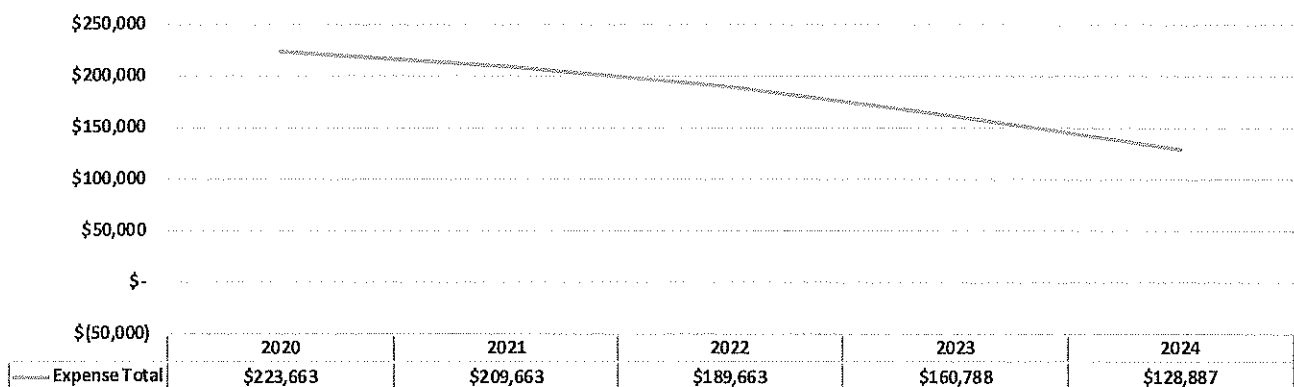
Water Main Replacement - Replace old water mains in years 2020-2024. Paid by Water Fund and/or possible grant monies.

New Well Field - Develop a new well field at an approximate cost of \$350,000. City will need to purchase approximately 10 acres of land. Financed and repaid over the loan term by Water Fund and/or possible grant monies.

New Box Utility Truck - This will replace one of the current Water Departments aging vehicles. A utility style box truck will better serve the Water Department's needs to be more efficient and better prepared for their various water duties.

Industrial Pipe Saw - This saw is designed to cut through pipes in a confined space. It would be used in various projects including mainline breaks, mainline replacements and mainline valve replacements.

Tower Maintenance Program & Removal of Adam's Tower - Estimated \$115,288 annual payments for each year 2020-2023, an estimated payment of \$53,387 in 2024, and then maintenance cost. Paid by the Water Fund, grant funds, and/or financing.



2020-2024 WASTEWATER CAPITAL EXPENSES

WASTEWATER OPERATING - FUND 502	2020	2021	2022	2023	2024
Primary Clarifier #1 Replacement	160,000	-	-	-	-
Bio-Tower Pump Replacement	-	-	16,000	-	-
Bio-Tower Distributor Repair	-	5,000	5,000	5,000	-
Secondary Clarifier #1 Replacement		180,000			
Recirculation Sludge Pump Replacement	-	-	-	20,000	-
Raw Influent Pump #3	-	-	-	150,000	-
Van / Utility Crane Truck	40,000	-	-	-	-
Equipment Storage Building	-	-	65,000	65,000	-
FUND 502 TOTAL	\$ 200,000.00	\$ 185,000.00	\$ 86,000.00	\$ 240,000.00	\$ -
WASTEWATER CAPITAL IMPROVEMENT - FUND 560	2020	2021	2022	2023	2024
Drying Bed Rehab	-	5,000	5,000	5,000	5,000
Clarifier Skimmer Box replacement	-	8,000	-	-	-
Roadway Resurface	-	10,000	-	-	-
FUND 560 TOTAL	\$ -	\$ 23,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
WASTEWATER CAPITAL CONTINGENCY - FUND 562	2020	2021	2022	2023	2024
Lift Station Pumps & Upgrades		\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
FUND 562 TOTAL	\$ -	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
TOTAL - ALL FUNDS	\$ 200,000	\$ 218,000	\$ 101,000	\$ 255,000	\$ 15,000

EXPENSE DESCRIPTIONS

Primary Clarifier Replacement – Replace existing inoperable primary clarifier new in 2020. Paid by Waste Water Fund and/or possible grant money and/or bank financing.

Bio Tower Pump Replacement – Replace with new pump in 2022. Paid for by Waste Water Fund.

Bio Tower Distributor Repair - Repairs to tower in 2021, 2022 & 2023. Paid for by Waste Water Fund.

Secondary Clarifier #1 Replacement - Replace old and worn out clarifier in 2021. Paid for by Waste Water Fund and/or grant money and/or bank financing.

Recirculation Sludge Pump Replacement – Replace with new pump in 2023. Paid for by Waste Water Fund.

Raw Influent Pump #3 – Install a 3rd new variable frequency drive raw influent pump in 2022. Apply for OPWC Grant Paid by Waste Water Fund Revenues and/or possible grant money and/or bank financing. City could apply for an OPWC repayable grant and use Waste Water Funds to for repayment.

Van/Utility Crane Truck – Purchase replacement truck with crane attachment in 2020. Paid for by Waste Water Funds.

Equipment Storage Building – Construction of new heated building to store equipment such as the new Vac-Con Truck in 2020. Bank financed over a two-year period; Repaid by Waste Water Funds.

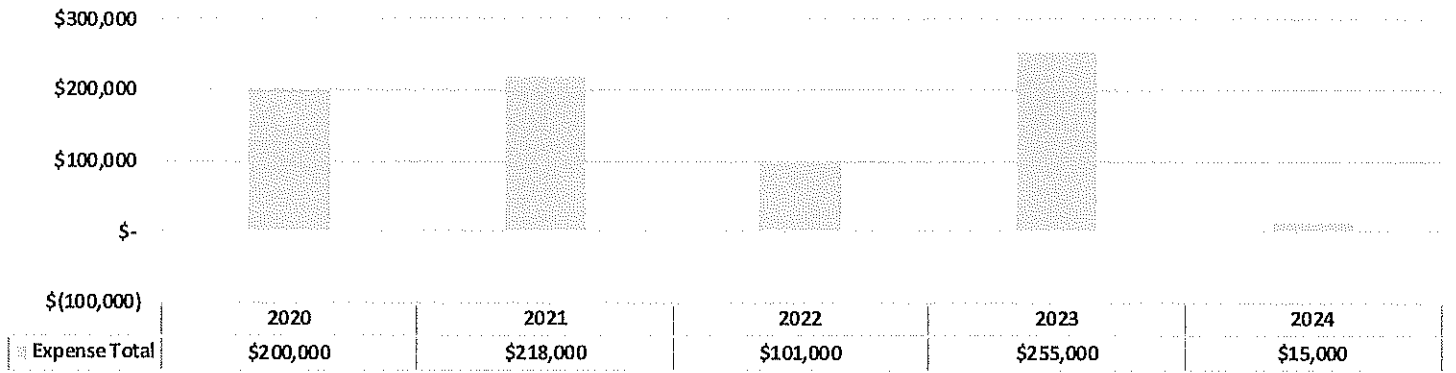
Drying Bed Rehab – Install concrete into existing drying bed in order to load pressed sludge on and off the beds in years 2021-2022. Paid by Waste Water Fund.

Clarifier Skimmer Box Replacement – Replaced worn out aluminum box with stainless steel in 2021. Paid for by Waste Water Fund.

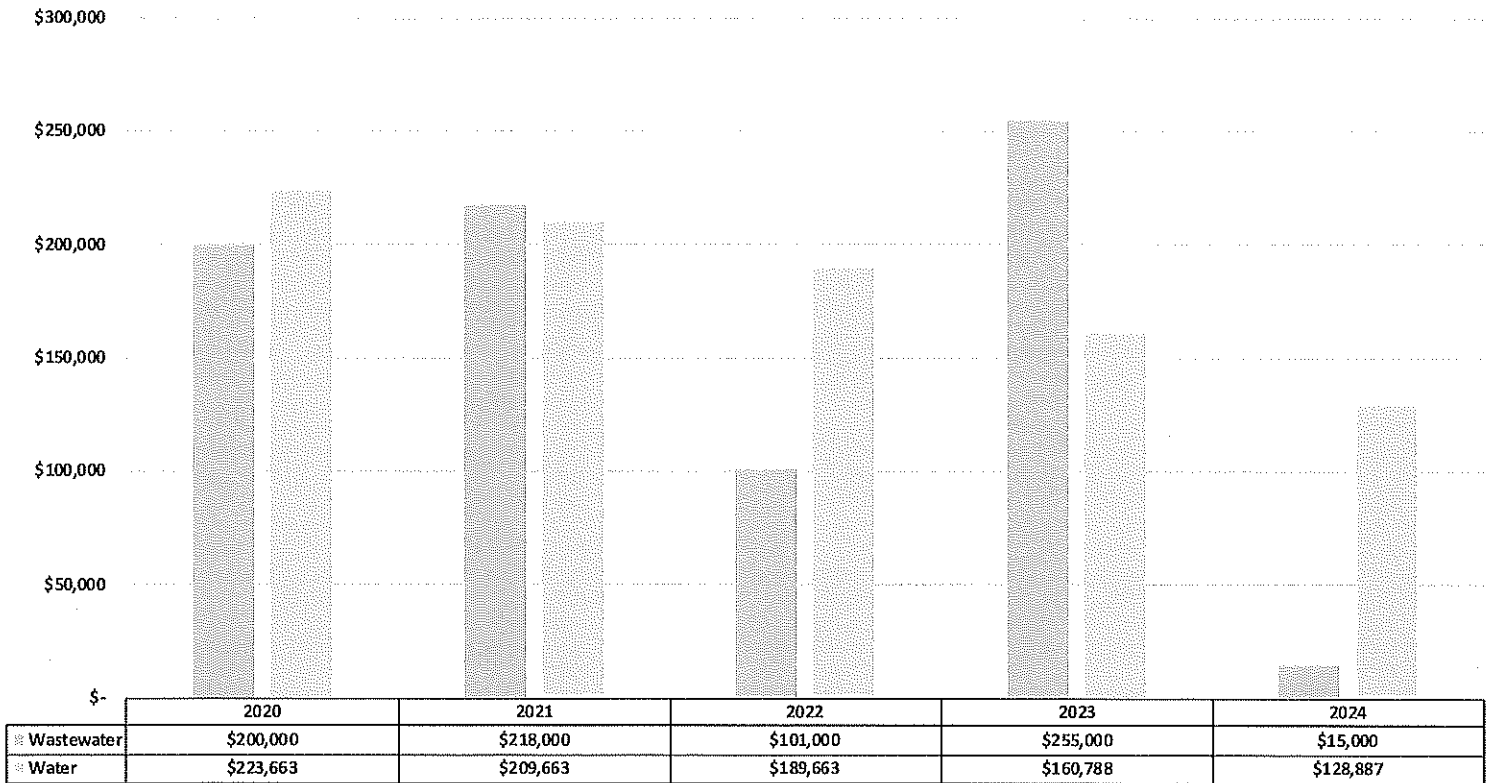
Roadway Resurface – Complete the rest of the roadway resurfacing in 2021. Paid by Waste Water Fund.

Lift Station Pump Upgrades – Upgrade all lift stations to the same pump and mounting system in years 2021-2024. Paid by Waste Water Fund and/or possible grant money and/or bank financing.

2020-2024 WASTEWATER CAPITAL EXPENSES



2020-2024 WASTEWATER V. WATER CAPITAL EXPENSE COMPARISON



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2020-2024 POOL CAPITAL EXPENSES

POOL - FUND 505	2020	2021	2022	2023	2024
Pool Maintenance	25,000	10,000	12,000	12,000	12,500
AED Defibrillator	3,000	-	-	-	-
Pump and Related Equipment	7,000	-	-	-	-
Security System	5,000	-	-	-	-
Entryway Floor Renovation	5,000	-	-	-	-
POOL TOTAL	\$ 45,000	\$ 10,000	\$ 12,000	\$ 12,000	\$ 12,500

EXPENSE DESCRIPTION

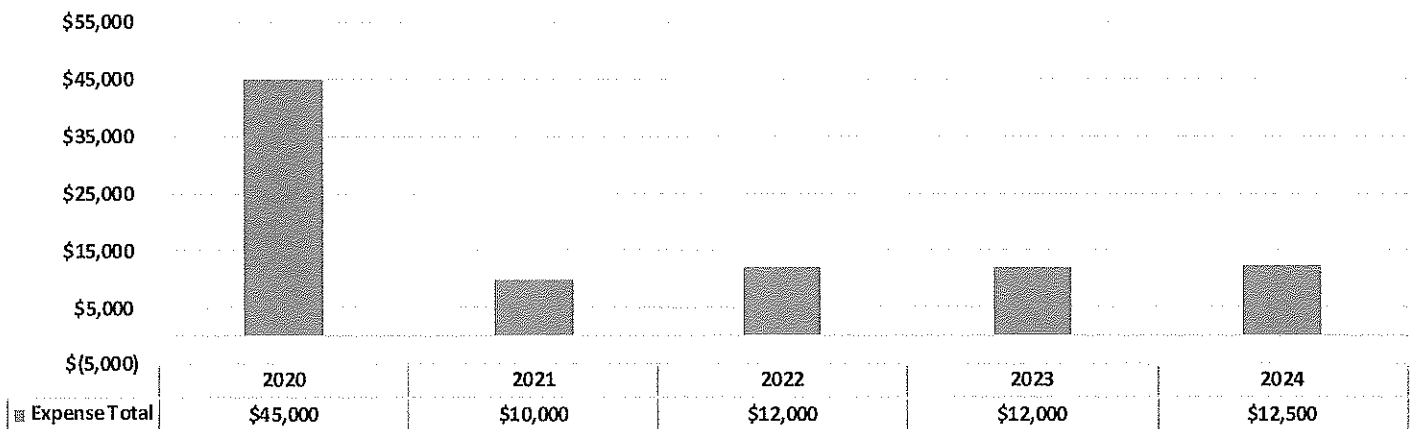
Pool Maintenance - Repair of unforeseen weather damage, including equipment, and other miscellaneous repairs in each year 2020-2024. Paid for by Pool Fund and/or General Fund.

AED Defibrillator - A lightweight, battery-operated, portable device that checks the heart's rhythm and sends a shock to the heart to restore a normal rhythm. Purchase is 2020 with Pool funds.

Pump and Related Equipment - Purchase in 2020 if needs replaced and/or maintained. Paid with Pool funds.

Security System - Purchase in 2020 to enhance public safety and the pool. Will include a camera system and possible door alarms.

Entryway Floor Replacement - Replace entryway floor to enhance visual appeal and safety. Purchase in 2020 with Pool funds.



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2020-2024 CEMETERY CAPITAL EXPENSES

CEMETERY - FUND 510	2020	2021	2022	2023	2024
Roadway Repair	5,000	5,000	5,000	5,000	5,000
Cemetery Building Repairs	25,000	-	10,000	-	10,000
Barn	-	-	-	20,000	-
Mower	-	12,000	-	-	15,000
Dump Truck	-	-	80,000	-	-
Utility Cart	-	-	-	20,000	-
Attachments / Accessories	7,500	-	-	5,000	-
CEMETERY TOTAL	\$ 37,500	\$ 17,000	\$ 95,000	\$ 50,000	\$ 30,000

EXPENSE DESCRIPTIONS

Roadway Repair - Upkeep/repair of Cemetery roadways in each year of 2020-2023. Paid by Cemetery Fund and/or General Fund.

Cemetery Building Repairs - Fix roof and structural damage. \$15,000 carry-over from 2019. Paid by Cemetery Fund and/or General Fund.

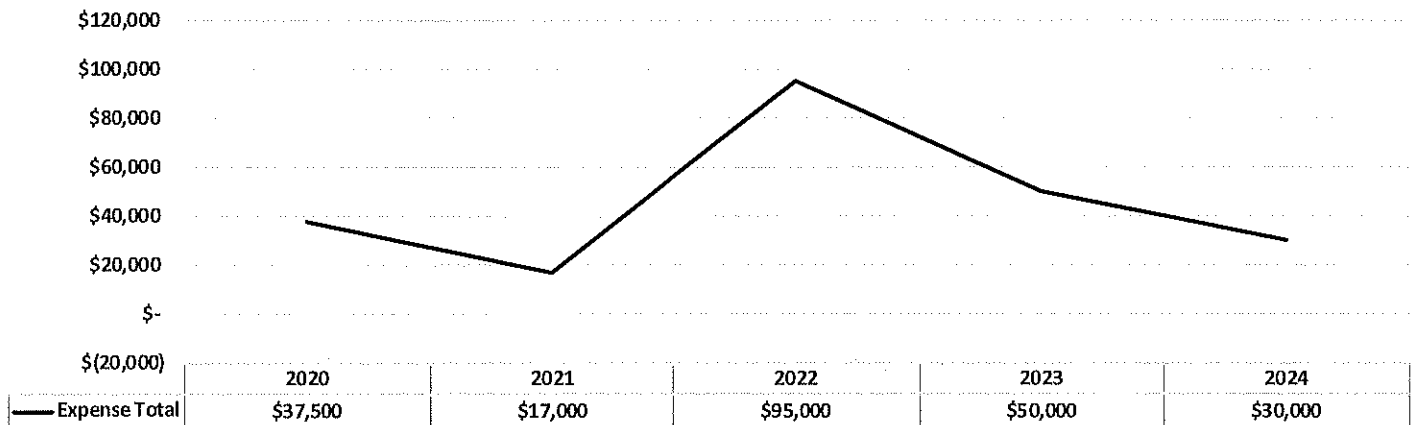
Barn - Replace old barn in 2023. Paid for by the Cemetery Fund and/or General Fund.

Mowers - Replace mower in 2021 and 2024. Paid for by Cemetery Fund and/or General Fund.

Dump Truck - Purchase new dump truck in 2022. Bank finance with payments from Cemetery Fund and/or General Fund.

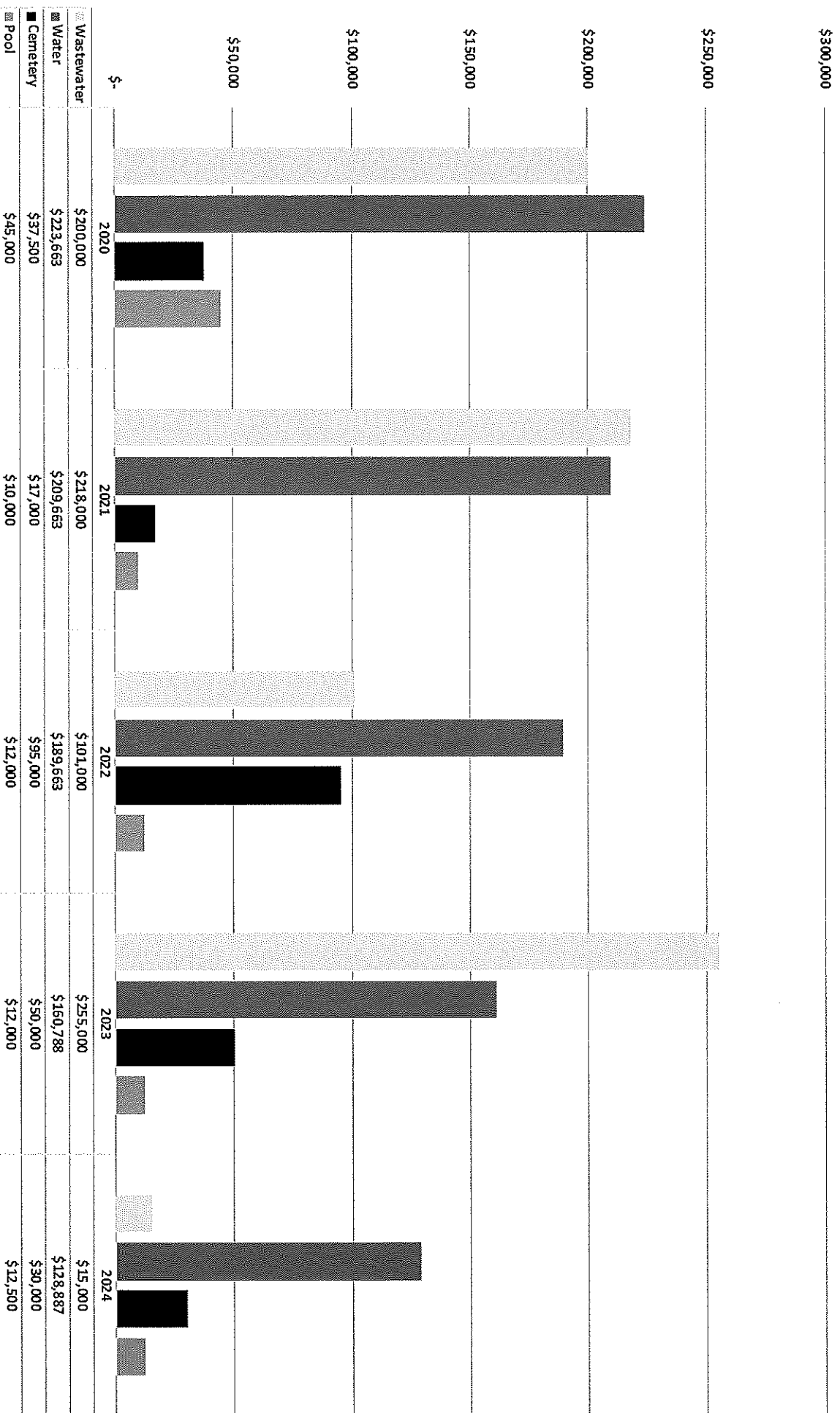
Utility Cart - Replace utility cart in 2023. Paid for by Cemetery Fund and/or General Fund.

Attachments / Accessories - Purchase of various equipment and snow plow in 2020 and 2023. Paid for by Cemetery Fund and/or General Fund.



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2020-2024 Enterprise Funds Capital Expenses



ORDINANCE 19-40

AN ORDINANCE ADOPTING AND IMPLEMENTING A UNIFORM POLICY FOR PROJECTS FUNDED IN WHOLE OR IN PART BY FEDERAL FUNDING

WHEREAS, it is necessary to develop a uniform policy for use of Federal funds for public projects. The purpose of the Federal Grant Policies is to ensure compliance with federal requirements related to federal grants, including pass-through funds.

NOW, THEREFORE, THE CITY OF NEW CARLISLE HEREBY ORDAINS as follows:

Section 1. That the Federal Grant Policies shall be adopted as set forth in the attached document. A copy of the Federal Grant Policies will be on file with the City of New Carlisle Clerk.

Passed this _____ day of _____, 2019.

Mike Lowrey, Mayor

Emily Berner, Clerk of Council

APPROVED AS TO FORM:

Lynnette Dinkler, DIRECTOR OF LAW
OR
Jacob M. Jeffries, SPECIAL LEGAL COUNSEL

1st _____

2cd: _____

Councilman Cobb	Y	N
Councilman Cook	Y	N
Vice Mayor Lindsey	Y	N
Mayor Lowrey	Y	N
Councilman Shamy	Y	N
Councilwoman Hopkins	Y	N
Councilwoman Eggleston	Y	N

Totals:

Pass Fail

Intro: 11/18/19

Action: 12/02/19

Effective: 12/18/19

FEDERAL GRANT POLICIES

Equipment Use

1. Equipment must be used by the City in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the Federal award, and the City must not encumber the property without prior approval of the Federal awarding agency. When no longer needed for the original program or project, the equipment may be used in other activities supported by the Federal awarding agency.
2. During the time equipment is used on the project or program for which it was acquired, the City must also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by the Federal awarding agency that financed the equipment and second preference must be given to programs or projects under Federal awards from other Federal awarding agencies. Use for non-Federally- funded programs or projects is also permissible. User fees should be considered if appropriate.
3. Notwithstanding the encouragement in § 200.307 Program income to earn program income, the City must not use equipment acquired with the Federal award to provide services for a fee that is less than private companies charge for equivalent services unless specifically authorized by Federal statute for as long as the Federal Government retains an interest in the equipment.
4. When acquiring replacement equipment, the City may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.

Disposition. When original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, the City must request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award. Disposition of the equipment will be made as follows, in accordance with Federal awarding agency disposition instructions:

1. Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency.
2. Except as provided in § 200.312 Federally-owned and exempt property, paragraph (b), or if the Federal awarding agency fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair-market value in excess of \$5,000 may be retained by the City or sold. The Federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's percentage of participation in the cost of the original purchase. If the equipment is sold, the Federal awarding agency may permit the non-Federal entity to deduct and retain from *the* Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.
3. The City may transfer title to the property to the Federal Government or to an eligible

third party provided that, in such cases, the City must be entitled to compensation for its attributable percentage of the current fair market value of the property.

4. In cases where the City fails to take appropriate disposition actions, the Federal awarding agency may direct the City to take disposition actions.

Management requirements

Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, as a minimum, meet the following requirements Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

1. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
2. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
3. Adequate maintenance procedures must be developed to keep the property in good condition.
4. If the City is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

Cash Management of Grants

In order to provide reasonable assurance that all assets, including Federal, State, and local funds, are safeguarded against waste, loss, unauthorized use, or misappropriation, the City shall implement internal controls in the area of cash management.

The City's payment methods shall minimize the time elapsing between the transfer of funds from the United States Treasury, the State of Ohio or other pass-through entity and disbursement by the City, regardless of whether the payment is made by electronic fund transfer, or issuance or redemption of checks, warrants, or payment by other means.

The City shall use forms and procedures required by the grantor agency or pass-through entity to request payment. The City shall request grant fund payments in accordance with the provisions of the grant. Additionally, the City's financial management systems shall meet the standards for fund control and accountability as established by the awarding agency.

The City is authorized to submit requests for advance payments and reimbursements at least monthly when electronic fund transfers are not used, and as often as deemed appropriate when electronic transfers are used, in accordance with the provisions of the Electronic Fund Transfer Act (15 U.S.C. 1693-1693r).

When the City uses a cash advance payment method, the following standards shall apply:

- A. The timing and amount of the advance payment requested will be as close as is administratively feasible to the actual disbursement for direct program or project costs and the proportionate share of any allowable indirect costs.
- B. The City shall make timely payment to contractors in accordance with contract provisions.
- C. To the extent available, the City shall disburse funds available from program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments.
- D. The City shall account for the receipt, obligation and expenditure of funds.
- E. Advance payments will be deposited and maintained in insured accounts whenever possible.
 - 1. Advance payments will be maintained in interest bearing accounts unless the following apply: The City receives less than \$120,000 in Federal awards per year;
 - 2. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances;
 - 3. The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources;
 - 4. A foreign government or banking system prohibits or precludes interest bearing accounts.
- F. Pursuant to Federal law and regulations, the City may retain interest earned in an amount up to \$500 per year for administrative costs. Any additional interest earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services Payment Management System ("PMS") through an electronic medium using either Automated Clearing House ("ACH") network or a Fedwire Funds Service payment. Remittances shall include pertinent information of the payee and nature of payment in the memo area (often referred to as "addenda records" by Financial Institutions) as that will assist in the timely posting of interest earned on Federal funds. Pertinent details include the Payee Account Number (PAN) if the payment originated from PMS, or Agency information if the payment originated from ASAP, NSF or another Federal agency payment system.

Applicable Laws, Regulations, and Guidance: 2 C.F.R.

200.305 Time and Effort Reports

Charges to Federal awards for salaries and benefits must be based on records that accurately reflect the work performed. These records must:

- A. Be supported by a system of internal controls which provide reasonable assurance that the charges are accurate, allowable, and properly allocated;
- B. Be incorporated into the official records of the City;
- C. Reasonably reflect the total activity for which the employee is compensated by the City, not exceeding 100% of the compensated activities;
- D. Encompass both Federally assisted and other activities compensated by the City on an integrated basis;
- E. Comply with the City's established accounting policies and practices;
- F. Support the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one (1) Federal award, a Federal award and non-Federal award, an indirect cost activity and a direct cost activity, two (2) or more indirect activities which are allocated using different allocation bases, or an unallowable activity and a direct or indirect cost activity.

The City will also follow any time and effort requirements imposed by the pass-through entity to the extent that they are more restrictive than the Federal requirements. Each department is responsible for the distribution, collection, and retention of all employee effort reports.

Reconciliations

Budget estimates alone are not to be used as support for charges to Federal awards. However, the City may use budget estimates for interim accounting purposes so long as:

- A. The system used by the City to establish budget estimates produces reasonable approximations of the activity actually performed;
- B. Any significant changes in the corresponding work activity are identified by the City and entered into the City's records in a timely manner;
- C. The City's internal controls include a process to review after-the-fact interim charges made to a Federal award based on budget estimates and ensure that all necessary adjustments are made so that the final amount charged to the Federal award is accurate, allowable, and properly allocated;

Applicable Laws, Regulations, and Guidance: 2 C.F.R. 200.430, 200.431

Internal Controls

Internal Controls establish and maintain effective control over the Federal award that provides reasonable assurance that the City is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework", issued by the Committee of

Sponsoring Organizations of the Treadway Commission (COSO). Internal Controls should be designed to help ensure or detect:

- A. Compliance with Federal statutes, regulations, and the terms and conditions of the Federal awards;
- B. Evaluate and monitor the City's compliance with statutes, regulations and the terms and conditions of Federal awards;
- C. Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings;
- D. Take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive or the City considers sensitive consistent with applicable Federal, State, and local laws regarding privacy and obligations of confidentiality.

Internal controls used throughout the City will apply to Federal transactions as well, but in certain cases specific controls to ensure compliance with grant requirements will need to be put in place at the department level. These controls could include, but are not limited to:

- A. Reviewing expenditures to ensure they are allowable under the grant agreement rather than just ensuring they are for a proper public purpose.
- B. Ensuring transactions occur within the allowable time-frame for the grant.
- C. Ensuring expenditures are within the grant budget not just within the City appropriations.

Cost Principles Spending Federal Funds

The City is responsible for the efficient and effective administration of grant funds through the application of sound management practices. Such funds shall be administered in a manner consistent with all applicable Federal, State and local laws, the associated agreements/assurances, program objectives and the specific terms and conditions of the grant award.

I. Cost Principles

- A. Except where otherwise authorized by statute, costs shall meet the following general criteria in order to be allowable under Federal awards:
 - 1. Be necessary and reasonable for proper and efficient performance and administration of the Federal award and be allocable thereto under these principles.
 - a. To determine whether a cost is reasonable, consideration shall be given to:
 - i Whether a cost is a type generally recognized as ordinary and necessary for the operation of the City or the proper and efficient performance of the Federal award;
 - ii The restraints or requirements imposed by such factors as sound business practices, arm's length bargaining, Federal, State, local, tribal and other laws and regulations;

- iii Market prices for comparable goods or services for the geographic area;
- iv Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities; and
- v Whether the cost represents any significant deviation from the established practices or City policy which may increase the expense.

While Federal regulations do not provide specific descriptions of what satisfies the "necessary" element beyond its inclusion in the reasonableness analysis above, whether a cost is necessary is determined based on the needs of the program. Specifically, the expenditure must be necessary to achieve an important program objective. A key aspect in determining whether a cost is necessary is whether the City can demonstrate that the cost addresses an existing need, and can prove it.

When determining whether a cost is necessary, consideration may be given to whether:

1. The cost is needed for the proper and efficient performance of the grant program;
2. The cost is identified in the approved budget or application;
3. There is a programmatic benefit associated with the cost;
4. The cost aligns with identified needs based on results and findings from a needs assessment;
5. The cost addresses program goals and objectives and is based on program data.

A cost is allocable to the Federal award if the goods or services involved are chargeable or assignable to the Federal award in accordance with the relative benefit received. Be consistent with policies and procedures that apply uniformly to both Federally-financed and other activities of the City.

- B. Be afforded consistent treatment. A cost cannot be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been assigned as an indirect cost under another award.
- C. Be determined in accordance with generally accepted accounting principles.
- D. Be representative of actual cost, net of all applicable credits or offsets.
- E. The term "applicable credits" refers to those receipts or reductions of expenditures that operate to offset or reduce expense items allocable to the Federal award. Typical examples of such transactions are: purchase discounts; rebates or allowances; recoveries or indemnities on losses; and adjustments of overpayments or erroneous charges. To the extent that such credits accruing to or received by the State relate to the Federal award, they shall be credited to the Federal award, either as a cost reduction or a cash refund, as appropriate.
- F. Be not included as a match or cost-share, unless the specific Federal program authorizes Federal costs to be treated as such.
- G. Be adequately documented:

1. In the case of personal services, the department shall implement a system for City personnel to account for time and efforts expended on grant funded programs to assure that only permissible personnel expenses are allocated;
2. In the case of other costs, all receipts and other invoice materials shall be retained, along with any documentation identifying the need and purpose for such expenditure if not otherwise clear.

Selected Items of Cost

The City shall follow the rules for selected items of cost at 2 C.F.R. Part 200, Subpart E when charging these specific expenditures to a Federal grant. When applicable, City staff shall check costs against the selected items of cost requirements to ensure the cost is allowable. In addition, State, City and program-specific rules, including the terms and conditions of the award, may deem a cost as unallowable and City personnel shall follow those rules as well.

Cost Compliance

Each department shall require that grant program funds are expended and are accounted for consistent with the requirements of the specific program and as identified in the grant application. Compliance monitoring includes accounting for direct or indirect costs and reporting them as permitted or required by each grant.

Determining Whether a Cost is Direct or Indirect:

- A. Direct costs are those costs that can be identified specifically with a particular final cost objective, such as a Federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy of employees working directly on a grant-funded project; materials, supplies, and equipment purchased for use on a specific grant; and infrastructure costs directly attributable to the program (such as long distance telephone calls specific to the program, etc.).
- B. Indirect costs are those that have been incurred for a common or joint purpose benefitting more than one (1) cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. Costs incurred for the same purpose in like circumstances shall be treated consistently as either direct or indirect costs.

These costs may include: general data processing, human resources, utility costs, maintenance, accounting, etc.

Federal programs with supplement not supplant provisions must use a restricted indirect cost rate. In a restricted rate, indirect costs are limited to general management costs. General management costs do not include divisional administration that is limited to one (1) component of the City, the elected officials of the City, the heads of departments, compensation of the chief executive officer of

any component of the City, and operation of the immediate offices of these officers.

The salaries of administrative and clerical staff should normally be treated as indirect costs. Direct charging of these costs may be appropriate only if all of the following conditions are met:

1. Administrative or clerical services are integral to a project or activity.
2. Individuals involved can be specifically identified with the project or activity.
3. Such costs are explicitly included in the budget or have the prior written approval of the Federal awarding agency.
4. The costs are not also recovered as indirect costs.

Where a Federal program has a specific cap on the percentage of administrative costs that may be charged to a grant, that cap shall include all direct administrative charges as well as any recovered indirect charges.

Effort should be given to identify costs as direct costs whenever practical, but allocation of indirect costs may be used where not prohibited and where indirect cost allocation is approved ahead of time by the granting agency or the pass-through entity (Federal funds subject to 2 C.F.R. Part 200 pertaining to determining indirect cost allocation).

Timely Obligation of Funds

Obligations are orders placed for property and services, contracts and sub-awards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

The following table illustrates when funds are determined to be obligated under the Federal regulations.

If the obligation is for:

- A. Acquisition of property - on the date which the City makes a binding written commitment to acquire the property.
- B. Personal services by an employee of the City - when the services are performed.
- C. Personal services by a contractor who is not an employee of the City - on the date which the City makes a binding written commitment to obtain the services.
- D. Public utility services - when the City receives the services.
- E. Travel - when the travel is taken.
- F. Rental of property - when the City uses the property.
- G. A pre-agreement cost that was properly approved by the granting agency under the cost principles in 2 C.F.R. Part 200, Subpart E — Cost Principles - on the first day of the project period.

Period of Performance

All obligations must occur on or between the beginning and ending dates of the grant project. This period of time is known as the period of performance. The period of performance is dictated by statute and will be indicated in the Grant Award Notification

("GAN"). As a general rule, State-administered Federal funds are available for obligation within the year that Congress appropriates the funds. For direct grants, the period of performance is generally identified in the GAN.

In the case of a State-administered grant, obligations under a grant may not be made until the grant funding period begins or all necessary materials are submitted to the granting agency, whichever is later. In the case of a direct grant, obligations may begin when the grant is, unless an agreement exists with granting agency or the pass-through entity to reimburse for pre-approval expenses.

For both State-administered and direct grants, regardless of the period of availability, the City shall liquidate all obligations incurred under the award not later than ninety (90) days after the end of the funding period unless an extension is authorized. Any funds not obligated within the period of performance or liquidated within the appropriate timeframe are said to lapse and shall be returned to the awarding agency. Consequently, the City shall closely monitor grant spending throughout the grant cycle.

C.F.R. 200.403-.406, 200.413(a)-(c), 200.430(a), 200.431(a), 200.458 C.F.R. 200.474(b)

Procurement Policy — Federal Grants

Purpose: Establish standards and guidelines for the procurement of services, supplies or other property purchased with federal monies for the City.

Scope: This policy applies to all departments within the City who don't otherwise have their own federal procurement policy.

II. General Procurement Standards (2 CFR 200.318):

- A. Procurement of all supplies, materials, equipment and services paid for from Federal funds or City matching funds shall be made in accordance with all applicable Federal, State and local statutes and/or regulations, the terms and conditions of the Federal grant and City policies and administrative procedures where they do not conflict with the Federal or grant requirements.
- B. The City shall maintain oversight to ensure that contractors perform in accordance with the terms, conditions and specifications of their contract or purchase order.
- C. Conflicts of Interest:
 - 1. No employee, officer or agent may participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest.
 - 2. A conflict of interest would arise when:
 - a. The employee, officer or agent, any member of their immediate family, their partner, or an organization which employees or is about to employ and of the parties indicated herein, has financial or other interest in or a tangible personal benefit from a firm considered for a contract.

- b. The officer, employees and agents of the City may neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts.
 - c. Violations of the conflict of interest standards established here will subject the employee, officer or agent to disciplinary action.
 - d. All violations of these standards shall be reported to the grantor agency immediately.
- D. The City shall avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis should be made of lease versus purchase alternative, and any other appropriate analysis to determine the most economical approach.
- E. The City shall award a contract only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See Suspension and debarment.
- F. The City will maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following:
 - 1. Rationale for the method of procurement,
 - 2. Selection of contract type,
 - 3. Contractor selection or rejection, and
 - 4. Basis for the contract price (including a cost or price analysis).
- G. Time and Material type contracts
 - 1. The City may use time and materials type contracts only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to the City is the sum of:
 - a. The actual cost of materials; and
 - b. Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.
 - 2. Since this formula generates an open-ended contract price, a time and materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the City awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

III. Competition (2 CFR 200.319)

- A. All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

1. Placing unreasonable requirements on firms in order for them to qualify to do business;
 2. Requiring unnecessary experience and excessive bonding;
 3. Noncompetitive pricing practices between firms or between affiliated companies;
 4. Noncompetitive contracts to consultants that are on retainer contracts;
 5. Organizational conflicts of interest;
 6. Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
 7. Any arbitrary action in the procurement process.
- B. The City prohibits the use of statutorily or administratively imposed state or local preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference.
- C. All procurement solicitations must:
1. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
 2. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
- D. The City must ensure that all prequalified lists of persons, firms or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also the City must not preclude potential bidders from qualifying during the solicitation process.

IV. Methods of procurement to be followed (2 CFR 200.320)

A. Micro-purchases

1. Micro-purchases is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed \$3,000 (subject to change).
2. To the extent practicable, the City must distribute micro-purchases equitable among qualified suppliers.
3. May be awarded without soliciting competitive quotations if the City considers the price to be reasonable.

B. Small purchases

1. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies or other property that do not cost more than \$150,000. Note: State law requires any purchases in excess of \$50,000 be bid unless specifically exempt from the state law.
2. Price or rate quotes must be obtained from an adequate number of qualified sources.

C. Sealed bids

1. In order for sealed bidding to be feasible, the following conditions should be present:
 - a. A complete, adequate and realistic specification or purchase description is available;
 - b. Two or more responsible bidders are willing and able to compete effectively for the business; and
 - c. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.
2. If sealed bids are used, the following requirements apply:
 - a. Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids;
 - b. The invitation for bids must be publicly advertised;
 - c. The invitation for bids, which must include any specification and pertinent attachments, must define the items or services in order for the bidder to properly respond;
 - d. All bids will be opened at the time and place prescribed in the invitation for bids;
 - e. Bids must be opened publicly;
 - f. A firm fixed price contract award will be made in writing to the lowest and best responsive and responsible bidder. Factors such as discounts, transportation cost and life cycle costs must be considered in determining which bid is lowest.
 - g. Any or all bids may be rejected if there is a sound documented reason.

D. Competitive proposals

1. Normally used with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids.
2. Requirements for competitive proposals
 - a. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
 - b. Proposals must be solicited from an adequate number of qualified sources;
 - c. The City must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

- d. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- e. The City may use competitive proposal procedures for qualifications-based procurement of architectural/engineering professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of the fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of architectural/engineering professional services. It cannot be used to purchase other types of services through architectural/engineering firms which may be a potential source to perform the proposed effort.

V. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms (2 CFR 200.321)

- A. The City will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus firms are used when possible.
- B. The steps include:
 - 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are a potential source;
 - 3. Dividing total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - 6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in (1) through (5) above.

VI. Contract cost and price (2 CFR 200.323)

- A. The City must perform a cost or price analysis in connection with every procurement action in excess of \$150,000 including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the City must make independent estimates before receiving bids or proposals.
- B. The City must negotiate profit as a separate element of the price for each contract in which there is no price competition and, in all cases, where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

- C. Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the City under Subpart E - Cost Principles of this part. The City may reference its own cost principles that comply with the Federal cost principles.
- D. The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

VII. Suspension and Debarment (2 CFR 200.213)

- A. The City is subject to and shall abide by the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR Part 180.
- B. Suspension is an action taken by the City that immediately prohibits a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1) for a temporary period, pending completion of an agency investigation and any judicial or administrative proceedings that may ensue. A person so excluded is suspended. (2 CFR Part 180 Subpart G)
- C. Debarment is an action taken by the City to exclude a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1). A person so excluded is debarred. (2 CFR Part 180 Subpart H)
- D. The City shall not subcontract with or award sub-grants to any person or company who is debarred or suspended. For contracts over \$25,000, the City shall confirm that the vendor is not debarred or suspended by either checking the Federal government's System for Award Management, which maintains a list of such debarred or suspended vendors at www.sam.gov; collecting a certification from the vendor; or adding a clause or condition to the covered transaction with that vendor. (2 CFR Part 180 Subpart C)

CERTIFICATE

This Federal Grant Policies is approved as to form this __ day of _____,
2019, with deletion of any indemnity clauses and attorney fee provisions.

Lynnette Dinkler, Law Director

OR

Jacob M. Jeffries, SPECIAL LEGAL COUNSEL

ORDINANCE 19-41

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH MIAMI VALLEY LIGHTING, LLC FOR STREET LIGHTING SERVICES FOR USE ON PUBLIC GROUNDS AND STREETS IN THE CITY OF NEW CARLISLE

WHEREAS, the lighting of roadways and neighborhoods enhances public safety and security, and

WHEREAS, Miami Valley Lighting, LLC is willing to continue to provide and operate lighting luminaires and associated equipment on a long-term basis to provide full service lighting services as defined herein, and

WHEREAS, the City of New Carlisle desires to continue to purchase such full service lighting services from Miami Valley Lighting, LLC; and

WHEREAS, in 2020, The City of New Carlisle has the option to participate in a Cobra Head Fixture Change-out Program from Mercury Vapor to LED lights; and

WHEREAS, while Miami Valley Lighting will pay for 93% of the change-out cost, the City will be responsible for a one-time payment of \$9,725 that accounts for the remaining 7%; and

WHEREAS, this will reduce the overall lighting cost by an estimated \$212 annually, but will reduce maintenance cost while enhancing visibility for improved public safety; and

WHEREAS, each LED street light will have a monthly full service price 5% below the equivalent sized HPS Cobra Head street light; and

WHEREAS, if the City does not want to participate in the change-out program, there will be a one-time 5% increase on all full-service prices effective January 1, 2023.

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

SECTION 1. That the City Manager be, and hereby is, authorized and empowered to enter into the attached Agreement for street lighting services with Miami Valley Lighting, LLC for the period January 1, 2020 through December 31, 2024.

Passed this _____ day of _____, 2019.

Mike Lowery, MAYOR

APPROVED AS TO FORM:

Lynnette Dinkler, DIRECTOR OF LAW
OR
Jacob M. Jeffries, SPECIAL LEGAL COUNSEL

Emily Berner, CLERK OF COUNCIL

1st _____

2nd: _____

Councilman Cobb	Y	N
Councilman Cook	Y	N
Vice Mayor Lindsey	Y	N
Mayor Lowrey	Y	N
Councilman Shamy	Y	N
Councilwoman Hopkins	Y	N
Councilwoman Eggleston	Y	N

Totals:

Pass

Fail

Intro: 11/18/19

Action: 12/02/19

Effective: 12/18/19

City of New Carlisle

Clark County, State of Ohio

Street Lighting Agreement

This Street Lighting Agreement (this "Agreement") is made and entered into as of the ____ day of _____, 2019 to be effective as of January 1, 2020, (the "Effective Date") by and between Miami Valley Lighting, LLC, an Ohio limited liability company and subsidiary of DPL Inc. ("MVLt") and the City of New Carlisle, Clark County, State of Ohio (the "City"). MVLt and the City may be referred to individually as a "Party" and collectively as the "Parties."

Whereas, the lighting of roadways and neighborhoods enhances public safety and security;

Whereas, MVLt is willing to own, maintain, and operate lighting fixtures and associated equipment on a long-term basis to provide full service lighting services and is also willing to provide other street lighting related services; and

Whereas, the City desires to purchase such full service lighting services from MVLt at the prices and on the terms set forth herein.

Now, therefore, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Term:** a. Initial Term. The initial term of this Agreement shall commence on January 1, 2020 and shall remain in effect through December 31, 2024 (the "Initial Term").

b. Renewal Term. MVLt may renew this Agreement for an additional term of the same duration as the Initial Term by providing written notice to renew at least 90 days prior to the end of the Initial Term (a "Renewal Term" and together with the Initial Term, the "Term"). Such notice to renew may include a proposed change in fees payable by Customer during the Renewal Term. To become effective, MVLt's written notice to renew must be accepted by official action of New Carlisle City Council. If MVLt does not provide notice of its intent to renew or if the Village does not accept and approve the Renewal Term and any proposed change in fees, then this Agreement shall terminate as of the end of the Initial Term.

2. **Service:** MVLt shall provide the City's full service street lighting needs and various other related street lighting services designed to illuminate the streets, roads and public places within the City. Full service street lighting is the provision of street lighting by MVLt using MVLt owned lighting fixtures and associated equipment operated and maintained by MVLt and attached to either MVLt, The Dayton Power and Light Company ("DP&L") or other entity, or City provided poles.

In the event DP&L requires metering for any full service street light installations during the term of the agreement or imposes other requirements on MVLt not required at the time this Agreement is executed, the City will reimburse MVLt for all one-time and ongoing additional costs associated with complying with such new requirements, including costs for metering equipment and associated wiring, installation costs, any costs associated with DP&L-required remote meter-interrogation capability, and ongoing additional charges from DP&L such as the monthly customer charge imposed by DP&L for each installed meter for street lighting service. DP&L's current monthly customer charge for installed meters for street lighting service is \$11.06 per month, which is subject to change from time-to-time pursuant to review and order of the Public Utilities commission of Ohio. DP&L energy charges, however, are included in the full service charges from MVLt to the City.

3. **Full Service Lighting Charges:** The individual prices for full service street lighting fixtures/poles are set forth in Appendix A hereto, which is incorporated herein by reference.

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4. **Billing and Payment:** Unless otherwise agreed to by the Parties, the charges assessed hereunder shall be billed by MVLt and paid by the City on a monthly basis. All bills issued for services rendered hereunder shall be due and payable to MVLt within thirty (30) days of the mailing date of said bills. Payments received after the due date will be subject to interest at the rate of one and one-half percent (1.5%) per month on all balances past due; provided, however, that if the City contests the amount of a bill, the portion of the bill which is contested in good faith will not be subject to the delayed payment charge if the City notifies MVLt prior to the due date for payment of the fact that it is contesting and provides the reason it believes such portion of the bill to be incorrect.

5. **Temporary Disconnection:** It may become necessary at times to temporarily disconnect certain street lighting fixtures. MVLt shall temporarily disconnect any of its fixtures at the City's request. MVLt shall assess a charge of \$100.00 for each physical disconnection and each physical reconnection of a street lighting fixture. During the period a light has been disconnected, but not removed, at the City's request, the monthly service charge will be 60% of the applicable full service lighting charge set forth on Appendix A.

6. **New Full Service Lighting Installations:** The standard street lighting installation of MVLt equipment will be light emitting diode (LED) cobra head fixtures at the Tier I, Tier II, Tier III, or Tier IV levels. These lights will be installed on existing or new MVLt provided wood or metal poles, DP&L, other entity or City-provided poles where electricity for the lighting can be supplied with overhead conductor spans served from the electric distribution utility's (EDU) existing secondary distribution system using accepted engineering standards. Should the City choose to have MVLt install a standard cobra head fixture on a DP&L or other pole, and to the extent that DP&L or other pole owner charges ("third-party charges") MVLt to have the fixture installed, MVLt will pass-through and the City will pay MVLt for such third-party charges. MVLt will offer decorative type light fixtures of types and styles designated by MVLt. The decorative lighting fixtures will be available for installation on appropriate MVLt or other entity provided poles. Monthly charges are as set forth in Section 3 and Appendix A.

Additionally, the City shall pay a one-time installation charge for the installation of new standard street lighting fixtures and equipment as set forth in Appendix B hereto, which is incorporated herein by reference.

Installation of new fixtures /poles pursuant to this Section 6 will be scheduled by MVLt after receiving final approval by the City of MVLt's proposal and plans for installation and receipt of purchase order for the above-described charges from the City's authorized agent.

MVLt can provide a wide selection of street light product offerings. If the City desires a street light product not in MVLt's offerings, MVLt will work with the City in an effort to develop a proposal for the desired street light product.

In the event DP&L requires metering for any full service street light installations during the term of the agreement or imposes other requirements on MVLt not required at the time this Agreement is executed, the provisions of the second paragraph in section 2 will also apply under this Section 6.

7. **Non-Standard Street Lighting Installations:** MVLt may also install and sell to the City certain non-standard lighting system components for prices which will be quoted by MVLt. MVLt will install standard mast arms and lighting fixtures on non-standard City-owned or provided poles in accordance with the terms and charges specified in Section 6, herein. The prices for non-standard installations currently available from MVLt is set forth in Appendix C hereof, which is incorporated herein by reference.

8. **Trenching:** If required by code or designated by the City, trenching and associated costs to provide underground service will be the responsibility of the City, which can be fulfilled either by the City performing such work (including all trenching, back filling, pavement cuts and repairs, and associated work and/or costs for the installation of underground wiring) or by hiring MVLt to perform such work at a separately negotiated charge. If the City chooses to accept bids on such work, the City agrees that MVLt will be afforded the opportunity to bid for such service.

9. **Poles:**

a. General Provisions and Responsibilities.

Existing poles, owned by either MVLt, DP&L or another entity or the City, will be used for the installation of new or replacement fixtures whenever practical. Otherwise, MVLt will install lights on new MVLt owned wood poles or poles provided by the City.

Where MVLt installs fixtures on poles owned or provided by the City, it will be the responsibility of the City to provide replacement poles and materials and maintenance when necessary. The City will pay MVLt for all reasonable work performed by MVLt to install, maintain or repair City-owned/provided poles when performed on an emergency basis.

Additionally, MVLt may quote charges for repairs, replacement and maintenance of City-owned/provided poles on a non-emergency basis upon request for such a quote from the City.

b. Charges for Poles Owned or Provided by MVLt.

i. New Poles. Appendix B sets forth the one-time installation charge for new poles that are not replacement poles. Appendix A sets forth the monthly charges applicable to existing and new installations.

ii. Replacement Pole Charges. MVLt will not install a steel pole as a replacement for any existing pole. If a replacement pole is installed, charges will vary depending on the type of pole replaced and the type of replacement pole. There is no one-time installation or monthly charge for replacing a wood pole with a wood pole. If an existing wood pole is replaced with an aluminum pole, the aluminum pole is treated as a new installation and there is a one-time installation charge (Appendix B) plus a monthly charge (Appendix A "New Installations of Metal or Decorative poles made after January 1, 1995"). There is generally no one-time installation charge for replacing an existing aluminum or existing steel pole with an aluminum pole, provided, however, if the price set forth in Appendix A for "Poles" is below \$5.00, and such pole is replaced by an Aluminum Pole, the charge thereafter for that installed Aluminum Pole will be \$7.75.

10. **Wiring:** MVLt will provide all wiring to lighting provided by MVLt. Standard wiring will be spans of overhead conductor operating at one of MVLt's standard secondary voltages.

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11. **Changes to Existing Lighting Equipment:** As a general rule, MVLt will relocate street lights at no charge to the City when such relocation is required for completion of City public works projects such as road reconstruction, installation of water mains, storm sewers etc. MVLt will not be required to remove a street light facility on a temporary basis and any temporary disconnection will be charged in accordance with Section 5 of this Agreement.

- A. Cobra Head Fixture Change-out Program from Mercury Vapor to Light Emitting Diode (LED). MVLt will change-out existing Mercury Vapor (MV) cobra head fixtures with LED cobra head fixtures in 2020. Existing 4,000 lumen and, 7,700 lumen mercury vapor fixtures will be changed-out with a Tier I LED fixture, an existing 11,000 lumen MV fixture with a Tier II LED fixture and, an existing 21,000 lumen MV fixture with a Tier III LED fixture. There will be no change-out charge to the City. As each Luminaire is changed-out, the corresponding MV Luminaire shall be removed from the Fixture Inventory and the corresponding LED Luminaire shall be added to the Fixture Inventory. Thereafter, the City will pay the monthly full service charge for each LED fixture.
- B. Cobra Head Fixture Change-out Program from High Pressure Sodium to Lighting Emitting Diode. Per the City's election, MVLt will change-out existing High Pressure Sodium (HPS) cobra head fixtures with Light Emitting Diode (LED) cobra head fixtures. Existing 5,800 lumen and 9,500 lumen HPS fixtures will be changed-out to a Tier I LED, an existing 16,000 lumen HPS fixture to a Tier II LED, an existing 27,000 lumen HPS fixture to a Tier III LED and an existing 50,000 lumen HPS fixture with a Tier IV LED.

☐ The City elects to have all HPS cobra head fixtures changed out to LED in 2020.

C. High Pressure Sodium Cobra Head to Lighting Emitting Diode Cobra Head Change-out Schedule. The schedule for replacements under this Program shall occur in consultation with the City. As each Luminaire is replaced, the corresponding HPS Luminaire shall be removed from the Fixture Inventory and the corresponding LED Luminaire shall be added to the Fixture Inventory. Thereafter, City will pay the monthly full service charge for each LED fixture.

D. Installation Charges.

1. If the box in Section 11. B. is checked the installation charges for replacing the HPS Luminaires with LED Luminaires in 2020 shall be as follows:
- i. Tier I - \$35 per Luminaire
 - ii. Tier II - \$55 per Luminaire
 - iii. Tier III - \$75 per Luminaire
 - iv. Tier IV - \$90 per Luminaire

The City will pay the monthly full service charge for the replaced LED fixture. The City may request the change out of existing LED lighting fixtures to the same style, higher wattage standard LED fixture at a cost of \$100 per change out. All other change outs including relocation of fixtures or mast arms on existing poles will be done at a charge mutually agreed to by the City and MVLt.

The installation charges for replacing the HPS Luminaires with LED from 2021-2024 shall be as follows:

- i. Tier I - \$65 per Luminaire
- ii. Tier II - \$90 per Luminaire
- iii. Tier III - \$165 per Luminaire
- iv. Tier IV - \$180 per Luminaire

If, in the judgment of MVLt, a lighting fixture becomes obsolete or will no longer be serviceable, MVLt will change the light out to a standard MVLt street light fixture at no change out cost to the City. The City will pay the monthly full service charge for the new fixture. MVLt may also change lighting fixtures to technically or economically superior equipment. The City agrees that any Luminaires replaced or added by MVLt within the City during the Term of this Agreement will remain in place during the Term of this Agreement unless replacement becomes necessary for purposes of continued safety or road construction.

12. **Installation:** MVLt will be permitted to install, in public right-of-way, MVLt-owned wires, poles, guys, and other equipment it deems necessary to provide the services agreed upon hereunder at no cost to MVLt for the use of public right-of-way.

13. **Period of Illumination; DISCLAIMER; LIMITATION ON LIABILITY:** All lights will be illuminated in accordance with an "ALL NIGHT AND EVERY NIGHT SCHEDULE," which is every night from approximately one-half hour after sunset of one day, until approximately one-half hour before sunrise of the next day. This will result in each fixture being illuminated approximately 4,000 hours per year. MVLt DOES NOT GUARANTEE CONTINUOUS LIGHTING WITHOUT DISRUPTION OR INTERRUPTION AND WILL NOT BE LIABLE TO THE CITY OR ANYONE ELSE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM/OR IN ANY WAY CONNECTED TO THE LOSS OF ILLUMINATION AT ANY TIME. MVLt WILL USE COMMERCIALY REASONABLE EFFORTS TO RESTORE LIGHTING SERVICE WHEN INTERRUPTED WITHIN THE TERMS DESCRIBED HEREIN.

14. **Outages:** The City shall promptly report to MVLt all luminaries which are not illuminated. MVLt will have all such reports investigated within three (3) working days and endeavor to restore service to any luminaries which can be repaired by routine repairs, such as lamp, photocell or fuse replacement. When more complex repair work is required, such as fixture replacement, electrical system failures or structural repairs, including pole repair or replacement, MVLt will endeavor to restore service to the luminaries within seven (7) working days. For the purpose of this document the term "working day" means all days except Saturdays, Sundays and MVLt recognized holidays.

15. **Commitment:** During the Term of this Agreement, the City agrees to maintain or increase the number of MVLt full service lighting fixtures. If in any month the number of fixtures falls below the levels as of the Effective Date (the "Basis Level"), MVLt will assess an additional charge for that month equal to the number of fixtures below the Basis Level, times the average price per fixture.

16. **Force Majeure:** MVLt shall not be liable for failure to perform or for delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any governmental authority, or for any other cause beyond its reasonable control.

17. **Assignment:** Either Party may assign this Agreement upon ninety (90) days advance written notice to the other Party.

18. **Obligations:** Nothing in this Agreement will be construed to obligate MVLt or the City to trim trees located adjacent to any street lighting fixture. Further, except as expressly provided herein, nothing in this Agreement will obligate MVLt to maintain City-owned lighting equipment or provide non-standard lighting installations unless otherwise agreed.

19. **Termination:** If this Agreement is not renewed or is terminated for reasons other than MVLt's default of any Agreement term or condition and other than MVLt's discontinuation of doing business, MVLt shall have a reasonable amount of time in which to remove its equipment and the City shall be responsible for all costs associated with MVLt's permanent removal of its lighting equipment for an amount not to exceed \$453,000.

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20. **Notices:** Unless otherwise expressly set forth herein, any communication, notice or demand of any kind whatsoever that either Party may be required or may desire to give or serve upon the other shall be in writing, addressed to the Parties at the addresses below, or such other address as a Party may specify in a written notice delivered to the other Party hereto pursuant to this Section 20, and delivered by personal service, Federal Express or other reputable overnight delivery service, by facsimile transmission, or by registered or certified mail, postage prepaid, return receipt requested:

If to MVLt: Miami Valley Lighting
1065 Woodman Drive
Dayton, OH 45432
Attn: Robert Stallman

If to City: City of New Carlisle
P.O. Box 419
331 S. Church St.
New Carlisle, OH 45344
Attn: Randy Bridge, City Manager
Phone: 937/845-9492
Email: rbridge@newcarlisle.net

Any such notice shall be deemed effective when delivered personally (including Federal Express, Express Mail, or similar courier service) to the Party for whom intended, or three (3) calendar days following deposit of the same into the United States mail, certified mail, return receipt requested, first class postage prepaid, addressed to such Party at the address set forth above (or at such other address as such Party shall designate in writing to the other Party during the Term of this Agreement).

21. **Waiver:** Either Party may waive any right under this agreement. The waiver by a Party to require performance of a provision of the Agreement will not affect the right to require full performance of any provision thereafter. The waiver by either Party of a breach of a provision will not constitute a waiver of any subsequent breach or nullify the effectiveness of the provision. All waivers under this agreement must be made in writing.

22. **Entirety and Termination of Any Prior Agreement:** This Agreement sets forth the entire agreement between the Parties pertaining to the subject matter hereof, and fully supersedes any and all prior agreements or understandings between the Parties, whether oral or written, pertaining to the subject matter. No change in, modification of, or addition, amendment or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by each of the Parties subsequent to the execution of this Agreement. It is explicitly agreed that the agreement between the Parties dated January 1, 2016, is terminated effective as of the Effective Date of this Agreement and, thereafter, shall be of no further force and effect.

23. **Governing Law:** This Agreement shall be controlled by and interpreted in accordance with the laws of the State of Ohio, without regard to any choice of law rules that may direct the application of laws of another jurisdiction. Any action or judicial proceeding instituted by either Party relating to this Agreement shall be brought in the courts in Montgomery County, Ohio, it being understood that judgments, orders or decrees resulting from such action or proceeding may be appealed to or enforced in any competent court.

24. **Counterparts:** This Agreement may be executed by one or more of the Parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or other modes of electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

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25. **Compliance with State Law:** The Parties to this Agreement acknowledge Ohio Revised Code § 125.111 and relevant state and federal law, and agree to the following:

A. In the hiring of employees for the performance of work under the contract of any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability, military status, national origin, ancestry, or any other protected class under federal or state law, including but not limited to those defined under Ohio Revised Code § 4112.01.

B. 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, military status, national origin, ancestry, or any other protected class under federal or state law, including but not limited to those defined under Ohio Revised Code § 4112.01.

In Witness Whereof, the Parties have executed this Agreement through their authorized representatives as of the Effective Date.

Miami Valley Lighting, LLC.

Attest

By: _____
Authorized Signature

Print Name: Robert Stallman

Title: Vice President

Date: _____

City of New Carlisle
Clark County, State of Ohio

Attest

By: _____
Authorized Signature

Print Name: _____

Title: _____

Date: _____

Approved Only as to Legal Form:

By: _____

Title: Law Director or Special Legal Counsel

Date: _____

ORDINANCE 19-43E

AN ORDINANCE REPEALING SECTIONS 618.12 AND 672.12 OF THE CITY OF NEW CARLISLE CODIFIED ORDINANCES, AMENDING SECTIONS 672.01, 672.05, 672.07, AND 672.16 OF THE CITY OF NEW CARLISLE CODIFIED ORDINANCES, AMENDING CHAPTERS 648 AND 672 OF THE CITY OF NEW CARLISLE CODIFIED ORDINANCES, AND ENACTING SECTIONS 606.31 AND 672.16(d) OF THE CITY OF NEW CARLISLE CODIFIED ORDINANCES, TO COMPLY WITH HOUSE BILL 228, AND DECLARING AN EMERGENCY

WHEREAS, the 132nd General overrode Governor John Kasich's veto of House Bill 228, effective March 28, 2019, amending Ohio Revised Code Section 9.68 for the purpose of providing uniform laws throughout the State of Ohio regulating the ownership, possession, purchase, other acquisition, transport, storage, carrying, sale, other transfer, manufacture, taxation, keeping, and reporting of loss or theft of firearms, their components, and their ammunition, and declaring it proper for law-abiding people to protect themselves, their families, and others from intruders and attackers without fear of prosecution or civil action for acting in defense of themselves or others; and

WHEREAS, H.B. 228 contains a grace period until on or before December 28, 2019, for municipalities to repeal any such ordinance, rule, regulation, resolution, practice, or any other action enacted or enforced by a municipality, and any such further license, permission, restriction, delay, or process, as required under amended R.C. Section 9.68; and

WHEREAS, H.B. 228 expressly allows persons to bring challenges against municipal ordinances, rules, regulations, resolutions, practices, or any other action enacted or enforced by a municipality, that interfere with a person's right to own, possess, purchase, acquire, transport, store, carry, sell, transfer, manufacture, or keep any firearm, part of a firearm, its components, and its ammunition; and

WHEREAS, H.B. 228 expressly allows persons to bring challenges against municipal ordinances, rules, regulations, resolutions, practices, or any other action enacted or enforced by a municipality, that interfere with a person's right to protect themselves, their families, and others from intruders and attackers; and

WHEREAS, H.B. 228 expressly allows persons to bring challenges against municipal ordinances, rules, regulations, resolutions, practices, or any other action enacted or enforced by a municipality, that interfere with other legitimate uses of constitutionally protected firearms, such as hunting and sporting activities; and

WHEREAS, H.B. 228 declares null and void any license, permission, restriction, delay, or process that further interferes with a person's right to own, possess, purchase, acquire, transport, store, carry, sell, transfer, manufacture, or keep any firearm, part of a firearm, its components, and its ammunition, or that interferes with a person's right to protect themselves, their families, and others from intruders and attackers, and from other legitimate uses of constitutionally protected firearms, such as hunting and sporting activities; and

WHEREAS, H.B. 228 authorizes persons bringing such challenges to seek damages from the municipality, declaratory relief, and injunctive relief, and allows for the recovery of fees, costs, and damages to be paid by the municipality, for any such offending ordinance, rule, regulation, resolution, practice, or any other action enacted or enforced by a municipality, or for any such further license, permission, restriction, delay, or process; and

WHEREAS, the City of New Carlisle has in the past regulated, and still currently regulates, under its Home Rule authority, firearms inside its municipal boundaries; and

WHEREAS, H.B. 228 infringes upon the City of New Carlisle's Home Rule authority to regulate firearms within its municipal boundaries, including through limitations on manufacturing and taxation, by taking away the City's authority to manage the affairs of its citizens and limiting the legislative power of City Council; and

WHEREAS, H.B. 228 subjects the City of New Carlisle to damages under Ohio Revised Code 9.68 if the City of New Carlisle continues, under its Home Rule authority, to regulate firearms, their components, and their ammunition within the City's municipal boundaries beyond December 28, 2019, contrary to these new laws; and

WHEREAS, the City of Columbus, Ohio, filed a challenge in the Franklin County Common Pleas Court on March 19, 2019, seeking a preliminary injunction against H.B. 228 and Ohio Revised Code Section 9.68; and

WHEREAS, the City of New Carlisle is nevertheless compelled to repeal any such ordinance, rule, regulation, resolution, practice, or any other action enacted or enforced by a municipality, and any such further license, permission, restriction, delay, or process; and

WHEREAS, the City of New Carlisle, by amending and repealing certain sections of the City of New Carlisle Codified Ordinances, does not concede the legality of H.B. 228 and Ohio Revised Code 9.68; and

WHEREAS, H.B. 228 further amends other weapons-related laws under the Ohio Revised Code that which the City of New Carlisle has adopted into its Codified Ordinances; and

WHEREAS, to ensure the City of New Carlisle's Codified Ordinances of which have been adopted from the Ohio Revised Code remain updated with amendments made to the Ohio Revised Code, it is in the City of New Carlisle's best interest to similarly amend those laws in its Codified Ordinances; and

WHEREAS, H.B. 228 further amends R.C. Section 2901.05, providing increased protection for defendants who assert self-defense as an affirmative defense when facing charges concerning the use of deadly force, by shifting the burden of proof from the defendant to the prosecution to demonstrate a defendant's use of deadly force was not lawful self-defense; and

WHEREAS, to ensure compliance with H.B. 228's shifted burden of proof, it is in the City of New Carlisle's best interest to enact in its Codified Ordinances a new section applicable to the City's General Offenses Code under Part Six of its Codified Ordinances, mirroring R.C. Section 2901.05, concerning burden of proof, reasonable doubt and self-defense; and

WHEREAS, H.B. 228 further enacts R.C. Section 2923.1214, banning establishments that serve the public from prohibiting or restricting law enforcement officers or investigators who carry validating identification from carrying a weapon on the premises that the officer or investigator is authorized to carry, regardless of whether the officer or investigator is acting within the scope of that officer's or investigator's duties while carrying the weapon; and

WHEREAS, to ensure compliance with H.B. 228's authorization for law enforcement officers and investigators to carry weapons in establishments that serve the public, it is in the City of New Carlisle's best interest to enact in its Codified Ordinances a new division under Section 672.16 of the Codified Ordinances, mirroring R.C. Section 2923.1214.

NOW, THEREFORE, BE IT ORDAINED that:

Section 1. Sections 618.12 and 672.12 of the City of New Carlisle Codified Ordinances are hereby repealed as shown in the attached Exhibit A.

Section 2. Sections 672.01, 672.05, 672.07, 672.16 of the City of New Carlisle Codified Ordinances, and Chapters 648 and 672 of the City of New Carlisle Codified Ordinances, are hereby amended as shown in the attached Exhibit A.

Section 3. Section 606.31 of the City of New Carlisle Codified Ordinances is enacted as shown in the attached Exhibit A.

Section 4. Section 672.16(d) of the City of New Carlisle Codified Ordinances is enacted as shown in the attached Exhibit A.

Section 5. If any provision of H.B. 228 is found unconstitutional, or is stayed or enjoined, that the applicable provisions amended in Section 1 of this Ordinance, the applicable provisions repealed in Section 2 of this Ordinance, and the applicable provisions enacted in Sections 3 and 4 of this Ordinance, shall likewise be stayed or enjoined.

Section 6. It is found 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 that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code, and the Rules of Council.

Section 7. This Ordinance is declared an emergency measure necessary to preserve the health, safety and welfare of the City.

Section 8. This Ordinance shall take effect and be in force on December 28, 2019 with a vote of six council members.

Passed this _____ day of _____, 2019.

Emily Berner, CLERK OF COUNCIL

Mike Lowery, MAYOR OF NEW CARLISLE

APPROVED AS TO FORM:

Jake Jeffries, DIRECTOR OF LAW

1st _____

2cd: _____

Councilman Cobb	Y	N
Councilman Cook	Y	N
Vice Mayor Lindsey	Y	N
Mayor Lowrey	Y	N
Councilman Shamy	Y	N
Councilwoman Hopkins	Y	N
Councilwoman Eggleston	Y	N

Totals:

Pass

Fail

Intro: 12/02/19

Action: 12/02/19

Effective: 12/02/19

CHAPTER 606
General Provisions, Administration and Enforcement

- 606.01 Definitions.
- 606.02 Culpable mental states.
- 606.03 Classification of offenses.
- 606.04 Offenses defined.
- 606.05 Rules of construction.
- 606.055 Criminal law jurisdiction.
- 606.06 Limitation on criminal prosecutions.
- 606.07 Requirements for criminal liability; voluntary intoxication.
- 606.08 Organizational criminal liability.
- 606.09 Personal accountability for organizational conduct.
- 606.10 Falsification.
- 606.105 False report of child abuse or neglect.
- 606.11 Compounding a crime.
- 606.12 Failure to report a crime or death.
- 606.13 Failure to aid a law enforcement officer.
- 606.14 Obstructing official business.
- 606.15 Obstructing justice.
- 606.16 Resisting arrest.
- 606.165 Compliance with lawful order of police officer; fleeing.
- 606.17 Having an unlawful interest in a public contract.
- 606.18 Soliciting or receiving improper compensation.
- 606.19 Dereliction of duty.
- 606.20 Interfering with civil rights.
- 606.21 Attempts.
- 606.22 Complicity.
- 606.23 Detention of shoplifters and those committing motion picture piracy; protection of institutional property.
- 606.24 Disposition of unclaimed or forfeited property held by Police Division.
- 606.25 Impersonating an officer.
- 606.26 Display of law enforcement agency emblem.
- 606.27 Using sham legal process.
- 606.28 Failure to disclose personal information.
- 606.29 Misuse of 9-1-1 system.
- 606.30 Self Defense: limitations on duty to retreat prior to using force.
- 606.31 Burden of Proof; Reasonable Doubt; Self Defense**

CROSS REFERENCES

See section histories for similar State law

Definition of "imprisoned" - see Ohio R.C. 1.05

Disposition of unclaimed, abandoned and junk motor vehicles - see Ohio R.C. 737.32, 4513.61 et seq.

Statute of limitations for income tax violations - see Ohio R.C. 718.06

Burden and degree of proof - see Ohio R.C. 2901.05
Venue - see Ohio R.C. 2901.12, 2931.29 et seq.
Procedure on change of venue - see Ohio R.C. 2931.29
Transfer of prisoner on change of venue - see Ohio R.C. 2931.30
Payment of costs and expenses on change of venue - see Ohio R.C. 2931.31
Arrest without warrant for misdemeanor - see Ohio R.C. 2935.03
Procedure on affidavit or complaint; withdrawal of unexecuted warrants - see Ohio R.C. 2935.10
Right of trial by jury - see Ohio R.C. 2945.17
Time within which hearing or trial must be held - see Ohio R.C. 2945.71
Extension of time for hearing or trial - see Ohio R.C. 2945.72
Discharge for delay in trial - see Ohio R.C. 2945.73
Degree of offense; charge and verdict; prior conviction - see Ohio R.C. 2945.75
Satisfaction of fine; credit for time served - see Ohio R.C. 2947.14
Registration of sex offenders in cities and counties - see Ohio R.C. 2950.01 et seq.
Criteria for probation; conditions of probation - see Ohio R.C. 2951.02
Treatment of drug dependent persons in lieu of conviction - see Ohio R.C. 2951.041
Cordoning off riot areas; prohibiting sales of firearms and explosives - see Ohio R.C. 3761.16
Reports of vehicle accidents - see TRAF. 436.11 et seq., 476.06
Registration of dogs - see GEN. OFF. 618.08
Rabies quarantine - see GEN. OFF. 618.11
Justifiable use of force to suppress riot - see GEN. OFF. 648.03
Misconduct at an emergency - see GEN. OFF. 648.06
Making false alarms - see GEN. OFF. 648.08
Rules of evidence in sex related offenses - see GEN. OFF. 666.10
Declaratory judgment in sex related offenses - see GEN. OFF. 666.15
Injunction and abatement of nuisance in sex related offenses - see GEN. OFF. 666.16
License or permit to possess dangerous ordnance - see GEN. OFF. 672.05
Penalties and sentencing - see GEN. OFF. Ch. 698

606.31 BURDEN OF PROOF; REASONABLE DOUBT; SELF DEFENSE

(a) Every person accused of an offense is presumed innocent until proven guilty beyond a reasonable doubt, and the burden of proof for all elements of the offense is upon the prosecution. The burden of going forward with the evidence of an affirmative defense, and the burden of proof, by a preponderance of the evidence, for an affirmative defense other than self-defense, defense of another, or defense of the accused's residence as described in division (B)(1) of this section, is upon the accused.

(b)

(1) A person is allowed to act in self-defense, defense of another, or defense of that person's residence. If, at the trial of a person who is accused of an offense that involved the person's use of force against another, there is evidence presented that tends to support that the accused person used the force in self-defense, defense of another, or defense of that person's residence, the prosecution must prove beyond a reasonable doubt that the accused person did not use the force in self-defense, defense of another, or defense of that person's residence, as the case may be.

(2) Subject to division (B)(3) of this section, a person is presumed to have acted in self-defense or defense of another when using defensive force that is intended or likely to cause death or great bodily harm to another if the person against whom the defensive force is used is in the process of unlawfully and without privilege to do so entering, or has unlawfully and without privilege to do so entered, the residence or vehicle occupied by the person using the defensive force.

(3) The presumption set forth in division (B)(2) of this section does not apply if either of the following is true:

(A) The person against whom the defensive force is used has a right to be in, or is a lawful resident of, the residence or vehicle.

(B) The person who uses the defensive force uses it while in a residence or vehicle and the person is unlawfully, and without privilege to be, in that residence or vehicle.

(4) The presumption set forth in division (B)(2) of this section is a rebuttable presumption and may be rebutted by a preponderance of the evidence, provided that the prosecution's burden of proof remains proof beyond a reasonable doubt as described in divisions (A) and (B)(1) of this section.

(c) As part of its charge to the jury in a criminal case, the court shall read the definitions of "reasonable doubt" and "proof beyond a reasonable doubt," contained in division (D) of this section.

(d) As used in this section:

(1) An "affirmative defense" is either of the following:

(A) A defense expressly designated as affirmative;

(B) A defense involving an excuse or justification peculiarly within the knowledge of the accused, on which the accused can fairly be required to adduce supporting evidence.

(2) "Dwelling" means a building or conveyance of any kind that has a roof over it and that is designed to be occupied by people lodging in the building or conveyance at night, regardless of whether the building or conveyance is temporary or permanent or is mobile or immobile. As used in this division, a building or conveyance includes, but is not limited to, an attached porch, and a building or conveyance with a roof over it includes, but is not limited to, a tent.

(3) "Residence" means a dwelling in which a person resides either temporarily or permanently or is visiting as a guest.

(4) "Vehicle" means a conveyance of any kind, whether or not motorized, that is designed to transport people or property.

(e) "Reasonable doubt" is present when the jurors, after they have carefully considered and compared all the evidence, cannot say they are firmly convinced of the truth of the charge. It is a doubt based on reason and common sense. Reasonable doubt is not mere possible doubt, because everything relating to human affairs or depending on moral evidence is open to some possible or imaginary doubt. "Proof beyond a reasonable doubt" is proof of such character that an ordinary person would be willing to rely and act upon it in the most important of the person's own affairs.

(ORC 2901.05)

CHAPTER 618
Animals

- 618.001 Definitions.
- 618.01 Animals running at large.
- 618.02 Abandoning animals.
- 618.03 Killing or injuring animals.
- 618.04 Poisoning animals.
- 618.05 Cruelty to animals.
- 618.06 Coloring rabbits and baby poultry; sale or display of poultry.
- 618.07 Noisy animals.
- 618.08 Registration of dogs required.
- 618.09 Hindering lawful capture of animals.
- 618.10 Unlawful tags.
- 618.11 Rabies quarantine.
- 618.12 ~~Hunting prohibited.~~ (Repealed).
- 618.13 Nuisance conditions prohibited.
- 618.14 Impounding and disposition; records.
- 618.15 Animal enclosures.
- 618.16 Reporting escapes.
- 618.17 Vicious dogs and other animals.
- 618.18 Kennels.
- 618.19 Prohibited animals.
- 618.20 Confinement of exotic or wild animals.

CROSS REFERENCES

See section histories for similar State law

Power to restrain and impound animals - see Ohio R.C. 715.23

Driving animals upon roadway - see TRAF. 404.04, 412.05

Definitions generally - see GEN. OFF. 606.01

Assaulting police dog or horse or assistance dog - see GEN. OFF. 642.08

Offensive odors from places where animals are kept or fed - see GEN. OFF. 660.04

618.12 HUNTING PROHIBITED (REPEALED)

~~—(a) The hunting of animals or fowl within the City is prohibited. No person shall hunt, kill or attempt to kill any animal or fowl by the use of firearms or any other means. However, nothing in this section shall be deemed to prohibit the killing of rats and other undesirable rodents authorized to be killed by the Police Administrator using means for such killing which are also authorized by the Police Administrator.~~
~~—(b) Whoever violates this section is guilty of a minor misdemeanor. Punishment shall be as provided in Section 698.02.~~

(Ord. 04-19. Passed 5-3-04. **Repealed by Ord. 19-43E to comply with Am. Sub. H. B. No. 228**)

CHAPTER 648
Peace Disturbances

- 648.01 Riot.
- 648.02 Failure to disperse.
- 648.03 Justifiable use of force to suppress riot.
- 648.04 Disorderly conduct.
- 648.05 Disturbing a lawful meeting.
- 648.06 Misconduct at an emergency.
- 648.07 Inducing panic.
- 648.08 Making false alarms.
- 648.09 Noise from light motor vehicles.
- 648.10 Loud, disturbing and unnecessary noises prohibited.
- 648.11 Inciting to violence.

CROSS REFERENCES

See section histories for similar State law

Power to regulate peace disturbances - see Ohio R.C. 715.49

Cordoning off riot areas; prohibiting sales of firearms and explosives - see Ohio R.C. 3761.16

Suspension of beer and liquor sales during emergency - see Ohio R.C. 4301.251

Riot and civil disorder assistance by State Highway Patrol - see Ohio R.C. 5503.02

“Peeling”; cracking exhaust noises - see TRAF. 432.35

Sirens, whistles and bells on motor vehicles - see TRAF. 438.20

Noisy mufflers - see TRAF. 438.21

Definitions generally - see GEN. OFF. 606.01

“Deadly force” defined - see GEN. OFF. 606.01

“Force” defined - see GEN. OFF. 606.01

Resisting arrest - see GEN. OFF. 606.16

Interfering with civil rights - see GEN. OFF. 606.20

Detention of disorderly persons - see GEN. OFF. 606.23

Liquor sale to intoxicated person - see GEN. OFF. 612.03

Noisy animals - see GEN. OFF. 618.07

Assault - see GEN. OFF. 636.02, 636.03

Menacing - see GEN. OFF. 636.04 et seq.
Desecration - see GEN. OFF. 642.07
Arson - see GEN. OFF. 642.09
Trespass - see GEN. OFF. 642.12, 642.125
Fireworks - see GEN. OFF. 672.10, 672.111
~~Pointing and discharging firearms and other weapons - see GEN. OFF. 672.12~~
Construction noise control - see P. & Z. 1242.08

CHAPTER 672 Weapons and Explosives

- 672.01 Definitions.
- 672.02 Carrying concealed weapons.
- 672.025 Possession of deadly weapon while under detention.
- 672.03 Using weapons while intoxicated.
- 672.04 Improperly handling firearms in a motor vehicle.
- 672.05 License or permit to possess dangerous ordnance.
- 672.06 Failure to secure dangerous ordnance.
- 672.07 Unlawful transactions in weapons.
- 672.08 Improperly furnishing firearms to a minor. (Repealed)
- 672.085 Underage purchase of a firearm or handgun.
- 672.09 Sale of explosives to minors. (Repealed)
- 672.095 Discharge of a firearm on or near prohibited premises.
- 672.10 Fireworks.
- 672.11 Fireworks display permits. (Repealed)
- 672.12 ~~Pointing and discharging firearms and other weapons. (Repealed).~~
- 672.13 Endangering aircraft and airport operations.
- 672.14 Possessing criminal tools.
- 672.15 Possession of an object indistinguishable from a firearm in a school safety zone.
- 672.16 Concealed handgun licenses: possession of a revoked or suspended license; additional restrictions; posting of signs prohibiting possession.
- 672.17 Defaced firearms.

CROSS REFERENCES

See section histories for similar State law

Return of surrendered firearms by law enforcement - see Ohio R.C. 2923.163

Prohibiting sales of firearms and explosives in riot areas - see Ohio R.C. 3761.16

Vehicles transporting explosives - see TRAF. 440.04

Definitions generally - see GEN. OFF. 606.01

Reporting gunshot wounds - see GEN. OFF. 606.12

Posting firearm warning signs - see GEN. OFF. 612.06

~~Hunting prohibited~~ - see GEN. OFF. 618.12

Arson - see GEN. OFF. 642.09

672.01 DEFINITIONS

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

(a) "Alien registration number." The number issued by the United States Citizenship and Immigration Services Agency that is located on the alien's permanent resident card and may also be commonly referred to as the "USCIS number" or the "alien number".

(b) "Automatic firearm." Any firearm designed or specially adapted to fire a succession of cartridges with a single function of the trigger.

(c) "Ballistic knife." A knife with a detachable blade that is propelled by a spring-operated mechanism.

(d) "Concealed handgun license" or "license to carry a concealed handgun."

(1) Means, subject to division (2) of this definition, a license or temporary emergency license to carry a concealed handgun issued under R.C. § 2923.125 or R.C. § 2923.1213 or a license to carry a concealed handgun issued by another state with which the Attorney General has entered into a reciprocity agreement under R.C. § 109.69.

(2) A reference in any provision of this Code to a concealed handgun license issued under R.C. § 2923.125 or a license to carry a concealed handgun issued under R.C. § 2923.125 means only a license of the type that is specified in that section. A reference in any provision of this Code to a concealed handgun license issued under R.C. § 2923.1213, a license to carry a concealed handgun issued under R.C. § 2923.1213, or a license to carry a concealed handgun on a temporary emergency basis means only a license of the type that is specified in R.C. § 2923.1213. A reference in any provision of this Code to a concealed handgun license issued by another state or a license to carry a concealed handgun issued by another state means only a license issued by another state with which the Attorney General has entered into a reciprocity agreement under R.C. § 109.69.

(e) "Dangerous ordnance."

(1) Any of the following, except as provided in division (2) of this definition:

A. Any automatic or sawed-off firearm, zip-gun, or ballistic knife.

B. Any explosive device or incendiary device.

C. Nitroglycerin, nitrocellulose, nitrostarch, PETN, cyclonite, TNT, picric acid, and other high explosives; amatol, tritonal, tetrytol, pentolite, pectretol, cyclitol, and other high explosive compositions; plastic explosives; dynamite, blasting gelatin, gelatin dynamite, sensitized ammonium nitrate, liquid-oxygen blasting explosives, blasting powder, and other blasting agents; and any other explosive substance having sufficient brisance or power to be particularly suitable for use as a military explosive, or for use in mining, quarrying, excavating, or demolitions.

D. Any firearm, rocket launcher, mortar, artillery piece, grenade, mine, bomb, torpedo, or similar weapon, designed and manufactured for military purposes, and the ammunition for that weapon.

- E. Any firearm muffler or suppressor.
 - F. Any combination of parts that is intended by the owner for use in converting any firearm or other device into a dangerous ordnance.
 - G. Any firearm with an overall length of at least 26 inches that is approved for sale by the federal bureau of alcohol, tobacco, firearms, and explosives under the "Gun Control Act of 1968," 82 Stat. 1213, 18 U.S.C. 921(a)(3), but that is found by the bureau not to be regulated under the "National Firearms Act," 68A Stat. 725 (1934), 26 U.S.C. 5845(a).**
- (2) "Dangerous ordnance" does not include any of the following:
- A. Any firearm, including a military weapon and the ammunition for that weapon, and regardless of its actual age, that employs a percussion cap or other obsolete ignition system, or that is designed and safe for use only with black powder.
 - B. Any pistol, rifle, or shotgun, designed or suitable for sporting purposes, including a military weapon as issued or as modified, and the ammunition for that weapon, unless the firearm is an automatic or sawed-off firearm.
 - C. Any cannon or other artillery piece that, regardless of its actual age, is of a type in accepted use prior to 1887, has no mechanical, hydraulic, pneumatic, or other system for absorbing recoil and returning the tube into battery without displacing the carriage, and is designed and safe for use only with black powder.
 - D. Black powder, priming quills, and percussion caps possessed and lawfully used to fire a cannon of a type defined in division (2)C. of this definition during displays, celebrations, organized matches or shoots, and target practice, and smokeless and black powder, primers, and percussion caps possessed and lawfully used as a propellant or ignition device in small-arms or small-arms ammunition.
 - E. Dangerous ordnance that is inoperable or inert and cannot readily be rendered operable or activated, and that is kept as a trophy, souvenir, curio, or museum piece.
 - F. Any device that is expressly excepted from the definition of a destructive device pursuant to the Gun Control Act of 1968, 18 U.S.C. 921(a)(4), as amended, and regulations issued under that Act.
- (f) "Deadly weapon." Any instrument, device, or thing capable of inflicting death, and designed or specially adapted for use as a weapon, or possessed, carried, or used as a weapon.
- (g) "Explosive." Any chemical compound, mixture, or device, the primary or common purpose of which is to function by explosion. "Explosive" includes all materials that have been classified as division 1.1, division 1.2, division 1.3, or division 1.4 explosives by the United States Department of Transportation in its regulations and includes, but is not limited to, dynamite, black powder, pellet powders, initiating explosives, blasting caps, electric blasting caps, safety fuses, fuse igniters, squibs, cordeau detonant fuses, instantaneous fuses, and igniter cords and igniters. "Explosives" does not include "fireworks," as defined in Ohio R.C. 3743.01, or any substance or material otherwise meeting the definition of explosive set forth in this section that is manufactured, sold, possessed, transported, stored, or used in any activity described in Ohio R.C. 3743.80, provided the activity is conducted in accordance with all applicable laws, rules, and regulations, including, but not limited to, the provisions of Ohio R.C. 3743.80 and the rules of the Fire Marshal adopted pursuant to Ohio R.C. 3737.82.
- (h) "Explosive device." Any device designed or specially adapted to cause physical harm to persons or property by means of an explosion, and consisting of an explosive substance or agency and a means to detonate it. "Explosive device" includes without limitation any bomb, any explosive demolition device, any blasting cap or detonator

containing an explosive charge, and any pressure vessel that has been knowingly tampered with or arranged so as to explode.

(i) "Firearm."

(1) Any deadly weapon capable of expelling or propelling one or more projectiles by the action of an explosive or combustible propellant. "Firearm" includes an unloaded firearm, and any firearm that is inoperable but that can readily be rendered operable.

(2) When determining whether a firearm is capable of expelling or propelling one or more projectiles by the action of an explosive or combustible propellant, the trier of fact may rely upon circumstantial evidence, including, but not limited to, the representations and actions of the individual exercising control over the firearm.

(j) "Handgun." Means any of the following:

(1) Any firearm that has a short stock and is designed to be held and fired by the use of a single hand;

(2) Any combination of parts from which a firearm of a type described in division (1) of this definition can be assembled.

(k) "Incendiary device." Any firebomb, and any device designed or specially adapted to cause physical harm to persons or property by means of fire, and consisting of an incendiary substance or agent and a means to ignite it.

(l) "Misdemeanor punishable by imprisonment for a term exceeding one year." The phrase does not include any of the following:

(1) Any federal or state offense pertaining to antitrust violations, unfair trade practices, restraints of trade, or other similar offenses relating to the regulation of business practices;

(2) Any misdemeanor offense punishable by a term of imprisonment of two years or less.

(m) "Sawed-off firearm." A shotgun with a barrel less than 18 inches long, or a rifle with a barrel less than 16 inches long, or a shotgun or rifle less than 26 inches long overall. **"Sawed-off firearm" does not include any firearm with an overall length of at least 26 inches that is approved for sale by the federal bureau of alcohol, tobacco, firearms, and explosives under the "Gun Control Act of 1968," 82 Stat. 1213, 18 U.S.C. 921(a)(3), but that is found by the bureau not to be regulated under the "National Firearms Act," 68A Stat. 725 (1934), 26 U.S.C. 5845(a).**

(n) "Semi-automatic firearm." Any firearm designed or specially adapted to fire a single cartridge and automatically chamber a succeeding cartridge ready to fire, with a single function of the trigger.

(o) "Valid concealed handgun license" or "valid license to carry a concealed handgun." A concealed handgun license that is currently valid, that is not under a suspension under R.C. § 2923.128(A)(1), under R.C. § 2923.1213, or under a suspension provision of the state other than this state in which the license was issued, and that has not been revoked under R.C. § 2923.128(B)(1), under R.C. § 2923.1213, or under a revocation provision of the state other than this state in which the license was issued.

(p) "Zip-gun." Any of the following:

(1) Any firearm of crude and extemporized manufacture.

(2) Any device, including without limitation a starter's pistol, not designed as a firearm, but that is specially adapted for use as a firearm.

(3) Any industrial tool, signaling device, or safety device, not designed as a firearm, but that as designed is capable of use as such, when possessed, carried, or used as a firearm.

(ORC 2923.11)

672.05 LICENSE OR PERMIT TO POSSESS DANGEROUS ORDNANCE

(a) Upon application to the Sheriff of the County or Safety Director or Police Chief of the Municipality where the applicant resides or has ~~his or her~~ **the applicant's** principal place of business, and upon payment of the fee specified in division (b) of this section, a license or temporary permit shall be issued to qualified applicants to acquire, possess, carry or use a dangerous ordnance for the following purposes:

(1) Contractors, wreckers, ~~quarry workers~~ **quarriers**, mine operators and other persons regularly employing explosives in the course of a legitimate business, with respect to explosives and explosive devices acquired, possessed, carried or used in the course of such business.

(2) Farmers, with respect to explosives and explosive devices acquired, possessed, carried or used for agricultural purposes on lands farmed by them.

(3) Scientists, engineers, and instructors, with respect to a dangerous ordnance acquired, possessed, carried or used in the course of bona fide research or instruction.

(4) Financial institutions and armored car company guards, with respect to automatic firearms lawfully acquired, possessed, carried or used by any such person while acting within the scope of ~~his or her~~ **the person's** duties.

(5) In the discretion of the issuing authority, any responsible person, with respect to a dangerous ordnance lawfully acquired, possessed, carried or used for a legitimate research, scientific, educational, industrial or other proper purpose.

(b) Application for a license or temporary permit under this section shall be in writing under oath to the Sheriff of the County or Safety Director or Police Chief of the Municipality where the applicant resides or has ~~his or her~~ **the applicant's** principal place of business. The application shall be accompanied by an application fee of fifty dollars (\$50.00) when the application is for a license, and an application fee of five dollars (\$5.00) when the application is for a temporary permit. The fees shall be paid into the general revenue fund of the County or Municipality. The application shall contain the following information:

(1) The name, age, address, occupation and business address of the applicant, if ~~he or she~~ **the applicant** is a natural person, or the name, address, and principal place of business of the applicant if the applicant is a corporation.

(2) A description of the dangerous ordnance for which a permit is requested.

(3) A description of the places where and the manner in which the dangerous ordnance is to be kept, carried, and used.

(4) A statement of the purposes for which the dangerous ordnance is to be acquired, possessed, carried or used.

(5) Such other information as the issuing authority may require in giving effect to this section.

(c) Upon investigation, the issuing authority shall issue a license or temporary permit only if all of the following apply:

(1) The applicant is not otherwise prohibited by law from acquiring, having, carrying or using a dangerous ordnance.

(2) The applicant is 21 years of age or over, if the applicant is a natural person.

(3) It appears that the applicant has sufficient competence to safely acquire, possess, carry or use the dangerous ordnance, and that proper precautions will be taken to protect the security of the dangerous ordnance and ensure the safety of persons and property.

(4) It appears that the dangerous ordnance will be lawfully acquired, possessed, carried and used by the applicant for a legitimate purpose.

(d) The license or temporary permit shall identify the person to whom it is issued, identify the dangerous ordnance involved and state the purposes for which the license or temporary permit is issued, state the expiration date, if any, and list such restrictions on the acquisition, possession, carriage, or use of the dangerous ordnance as the issuing authority considers advisable to protect the security of the dangerous ordnance and ensure the safety of persons and property.

(e) A temporary permit shall be issued for the casual use of explosives and explosive devices, and other consumable dangerous ordnance, and shall expire within 30 days of its issuance. A license shall be issued for the regular use of a consumable dangerous ordnance, which license need not specify an expiration date, but the issuing authority may specify such expiration date, not earlier than one year from the date of issuance, as it considers advisable in view of the nature of the dangerous ordnance and the purposes for which the license is issued.

(f) The dangerous ordnance specified in a license or temporary permit may be obtained by the holder anywhere in the State. Pursuant to Ohio R.C. 2923.18(F), the holder of a license may use such dangerous ordnance anywhere in the State. The holder of a temporary permit may use such dangerous ordnance only within the territorial jurisdiction of the issuing authority.

(g) The issuing authority shall forward to the State Fire Marshal a copy of each license or temporary permit issued pursuant to this section, and a copy of each record of a transaction in a dangerous ordnance and of each report of a lost or stolen dangerous ordnance, given to the local law enforcement authority as required by Ohio R.C. 2923.20(A)(4) and (5) **(7) and (8)** or a substantially equivalent municipal ordinance. The State Fire Marshal will keep a permanent file of all licenses and temporary permits issued pursuant to this section, and of all records of transactions in, and losses or thefts of a dangerous ordnance forwarded by local law enforcement authorities pursuant to this section.

(ORC 2923.18)

672.07 UNLAWFUL TRANSACTIONS IN WEAPONS

(a) No person shall **do any of the following**:

(1) Recklessly sell, lend, give or furnish any firearm to any person prohibited by Ohio R.C. 2923.13 or 2923.15, or a substantially equivalent municipal ordinance, from acquiring or using any firearm, or recklessly sell, lend, give or furnish any dangerous ordnance to any person prohibited by Ohio R.C. 2923.13, 2923.15 or 2923.17, or a substantially equivalent municipal ordinance, from acquiring or using any dangerous ordnance;

(2) Possess any firearm or dangerous ordnance with purpose to dispose of it in violation of division (a)(1) of this section;

(3) **Except as otherwise provided in division (b) of this section, knowingly solicit, persuade, encourage, or entice a federally licensed firearms dealer or private seller to transfer a firearm or ammunition to any person in a manner prohibited by state or federal law;**

(4) **Except as otherwise provided in division (b) of this section, with an intent to deceive, knowingly provide materially false information to a federally licensed firearms dealer or private seller;**

(5) Except as otherwise provided in division (b) of this section, knowingly procure, solicit, persuade, encourage, or entice a person to act in violation of division (a)(3) or (4) of this section;

(6) Manufacture, possess for sale, sell, or furnish to any person other than a law enforcement agency for authorized use in police work, any brass knuckles, cestus, billy, blackjack, sandbag, switchblade knife, springblade knife, gravity knife, or similar weapon;

(4) (7) When transferring any dangerous ordnance to another, negligently fail to require the transferee to exhibit such identification, license, or permit showing him or her to be authorized to acquire dangerous ordnance pursuant to Ohio R.C. 2923.17, or negligently fail to take a complete record of the transaction and forthwith forward a copy of the record to the sheriff of the county or Safety Director or Police Chief of the Municipality where the transaction takes place;

(5) (8) Knowingly fail to report to law enforcement authorities forthwith the loss or theft of any firearm or dangerous ordnance in the person's possession and under his or her control.

(b) Divisions (a)(3), (4), and (5) of this section do not apply to any of the following:

(1) A law enforcement officer who is acting within the scope of the officer's duties;

(2) A person who is acting in accordance with directions given by a law enforcement officer described in division (b)(1) of this section.

(b) (c) Whoever violates this section is guilty of unlawful transactions in weapons. A violation of division (a)(1) or (2) of this section is a felony to be prosecuted under appropriate State law. A violation of division (a)(3), (4), or (5) of this section is a felony of the third degree. A violation of division (a)(3) or (4) (6) or (7) of this section is a misdemeanor of the second degree. A violation of division (a)(5) (8) of this section is a misdemeanor of the fourth degree.

(d) As used in this section:

(1) "Ammunition" has the same meaning as in section 2305.401 of the Revised Code.

(2) "Federally licensed firearms dealer" has the same meaning as in section 5502.63 of the Revised Code.

(3) "Materially false information" means information regarding the transfer of a firearm or ammunition that portrays an illegal transaction as legal or a legal transaction as illegal.

(4) "Private seller" means a person who sells, offers for sale, or transfers a firearm or ammunition and who is not a federally licensed firearms dealer.

(ORC 2923.20)

672.12 POINTING AND DISCHARGING FIREARMS AND OTHER WEAPONS (REPEALED)

~~(a) Except as provided in subsections (c) and (d) hereof, no person shall discharge any air gun, rifle, shotgun, revolver, pistol or other firearm, or make use of any sling or arrow, within the corporate limits of the Municipality.~~

~~(b) No person shall, intentionally and without malice, point or aim a firearm at or toward another or discharge a firearm so pointed or aimed.~~

~~—(c) This section does not extend to cases where a permit is issued by the Chief of Police in accordance with Section 618.12 of these Codified Ordinances, or in which firearms, slings or arrows are used in self-defense, in the discharge of official duty or in justifiable homicide.~~

~~—(d) This section does not extend to cases in which BB guns and other air guns, or slings or arrows, are used in the confines of dwellings, provided such use is under adult supervision and is approved by the Chief of Police.~~

~~—(e) Whoever violates any of the provisions of this section is guilty of a misdemeanor of the fourth degree and shall be subject to the penalty provided in Section 698.02.~~

(Ord. 90-O-65. Passed 10-1-90. **Repealed by Ord. 19-43E to comply with Am. Sub. H. B. No. 228**)

672.16 CONCEALED HANDGUN LICENSES: POSSESSION OF A REVOKED OR
SUSPENDED LICENSE; ADDITIONAL RESTRICTIONS; POSTING OF SIGNS
PROHIBITING POSSESSION

(a) Possession of a Revoked or Suspended Concealed Handgun License.

(1) No person, except in the performance of official duties, shall possess a concealed handgun license that was issued and that has been revoked or suspended.

(2) Whoever violates this division (a) is guilty of possessing a revoked or suspended concealed handgun license, a misdemeanor of the third degree.

(ORC 2923.1211(B), (C))

(b) Additional Restrictions. Pursuant to Ohio R.C. 2923.126:

(1) A. A concealed handgun license that is issued under R.C. § 2923.125 shall expire five years after the date of issuance. A licensee who has been issued a license under that section shall be granted a grace period of 30 days after the licensee's license expires during which the licensee's license remains valid. Except as provided in divisions (b)(2) and (b)(3) of this section, a licensee who has been issued a concealed handgun license under Ohio R.C. 2923.125 or 2923.1213 may carry a concealed handgun anywhere in this State if the licensee also carries a valid license and valid identification when the licensee is in actual possession of a concealed handgun. The licensee shall give notice of any change in the licensee's residence address to the sheriff who issued the license within 45 days after that change.

B. If a licensee is the driver or an occupant of a motor vehicle that is stopped as the result of a traffic stop or a stop for another law enforcement purpose and if the licensee is transporting or has a loaded handgun in the motor vehicle at that time, the licensee shall promptly inform any law enforcement officer who approaches the vehicle while stopped that the licensee has been issued a concealed handgun license and that the licensee currently possesses or has a loaded handgun; the licensee shall not knowingly disregard or fail to comply with lawful orders of a law enforcement officer given while the motor vehicle is stopped, knowingly fail to remain in the motor vehicle while stopped, or knowingly fail to keep the licensee's hands in plain sight after any law enforcement officer begins approaching the licensee while stopped and before the officer leaves, unless directed otherwise by a law enforcement officer; and the licensee shall not knowingly have contact with the loaded handgun by touching it with the licensee's hands or fingers, in any manner in violation of Ohio R.C. 2923.16(E), after any law enforcement officer begins approaching the licensee while stopped and before the officer

leaves. Additionally, if a licensee is the driver or an occupant of a commercial motor vehicle that is stopped by an employee of the motor carrier enforcement unit for the purposes defined in Ohio R.C. 5503.04 and if the licensee is transporting or has a loaded handgun in the commercial motor vehicle at that time, the licensee shall promptly inform the employee of the unit who approaches the vehicle while stopped that the licensee has been issued a concealed handgun license and that the licensee currently possesses or has a loaded handgun.

C. If a licensee is stopped for a law enforcement purpose and if the licensee is carrying a concealed handgun at the time the officer approaches, the licensee shall promptly inform any law enforcement officer who approaches the licensee while stopped that the licensee has been issued a concealed handgun license and that the licensee currently is carrying a concealed handgun; the licensee shall not knowingly disregard or fail to comply with lawful orders of a law enforcement officer given while the licensee is stopped or knowingly fail to keep the licensee's hands in plain sight after any law enforcement officer begins approaching the licensee while stopped and before the officer leaves, unless directed otherwise by a law enforcement officer; and the licensee shall not knowingly remove, attempt to remove, grasp, or hold the loaded handgun or knowingly have contact with the loaded handgun by touching it with the licensee's hands or fingers, in any manner in violation of Ohio R.C. 2923.12(B), after any law enforcement officer begins approaching the licensee while stopped and before the officer leaves.

(2) A valid concealed handgun license does not authorize the licensee to carry a concealed handgun in any manner prohibited under Ohio R.C. 2923.12(B) or in any manner prohibited under Ohio R.C. 2923.16. A valid license does not authorize the licensee to carry a concealed handgun into any of the following places:

A. A police station, sheriff's office, or State highway patrol station, premises controlled by the Bureau of Criminal Identification and Investigation, a State correctional institution, jail, workhouse, or other detention facility, an airport passenger terminal, or an institution that is maintained, operated, managed, and governed pursuant to R.C. § 5119.14 or R.C. § 5123.03(A)(1);

B. A school safety zone if the licensee's carrying the concealed handgun is in violation of Ohio R.C. 2923.122;

C. A courthouse or another building or structure in which a courtroom is located, **if the licensee's carrying the concealed handgun is** in violation of Ohio R.C. 2923.123;

D. Any premises or open air arena for which a D permit has been issued under Ohio R.C. Chapter 4303 if the licensee's carrying the concealed handgun is in violation of Ohio R.C. 2923.121;

E. Any premises owned or leased by any public or private college, university, or other institution of higher education, unless the handgun is in a locked motor vehicle or the licensee is in the immediate process of placing the handgun in a locked motor vehicle;

F. Any church, synagogue, mosque, or other place of worship, unless the church, synagogue, mosque, or other place of worship posts or permits otherwise;

G. A child day-care center, a type A family day-care home, or a type B family day-care home, except that this division does not prohibit a licensee who resides in a type A family day-care home, or a type B family day-care home from carrying a concealed handgun at any time in any part of the home that is not dedicated or used for day-care purposes, or from carrying a concealed handgun in a part of the home that is dedicated or used for day-care purposes at any time during which no children, other than children of that licensee, are in the home;

H. An aircraft that is in, or intended for operation in, foreign air transportation, interstate air transportation, intrastate air transportation, or the transportation of mail by aircraft;

I. Any building that is a government facility of this state or a political subdivision of this state and that is not a building that is used primarily as a shelter, restroom, parking facility for motor vehicles, or rest facility and is not a courthouse or other building or structure in which a courtroom is located that is subject to division (b)(2)C. of this section;

J. A place in which Federal law prohibits the carrying of handguns.

(3) A. Nothing in this division (b) shall negate or restrict a rule, policy, or practice of a private employer that is not a private college, university, or other institution of higher education concerning or prohibiting the presence of firearms on the private employer's premises or property, including motor vehicles owned by the private employer. Nothing in this division (b) shall require a private employer of that nature to adopt a rule, policy, or practice concerning or prohibiting the presence of firearms on the private employer's premises or property, including motor vehicles owned by the private employer.

B. 1. A private employer shall be immune from liability in a civil action for any injury, death, or loss to person or property that allegedly was caused by or related to a licensee bringing a handgun onto the premises or property of the private employer, including motor vehicles owned by the private employer, unless the private employer acted with malicious purpose. A private employer is immune from liability in a civil action for any injury, death, or loss to person or property that allegedly was caused by or related to the private employer's decision to permit a licensee to bring, or prohibit a licensee from bringing, a handgun onto the premises or property of the private employer. As used in this division, "private employer" includes a private college, university, or other institution of higher education.

2. A political subdivision shall be immune from liability in a civil action, to the extent and in the manner provided in Ohio R.C. Chapter 2744, for any injury, death, or loss to person or property that allegedly was caused by or related to a licensee bringing a handgun onto any premises or property owned, leased, or otherwise under the control of the political subdivision. As used in this division, "political subdivision" has the same meaning as in Ohio R.C. 2744.01.

C. 1. Except as provided in division (b)(3)C.2. **and division (d)** of this section, the owner or person in control of private land or premises, and a private person or entity leasing land or premises owned by the state, the United States, or a political subdivision of the state or the United States, may post a sign in a conspicuous location on that land or on those premises prohibiting persons from carrying firearms or concealed firearms on or onto that land or those premises. Except as otherwise provided in this division, a person who knowingly violates a posted prohibition of that nature is guilty of criminal trespass in violation of Ohio R.C. 2911.21(A)(4) and is guilty of a misdemeanor of the fourth degree. If a person knowingly violates a posted prohibition of that nature and the posted land or premises primarily was a parking lot or other parking facility, the person is not guilty of criminal trespass under R.C. § 2911.21 or under any other criminal law of this state or criminal law, ordinance, or resolution of a political subdivision of this state, and instead is subject only to a civil cause of action for trespass based on the violation.

2. A landlord may not prohibit or restrict a tenant who is a licensee and who on or after September 9, 2008 enters into a rental agreement with the landlord for the use of residential premises, and the tenant's guest while the tenant is present, from lawfully carrying or possessing a handgun on those residential premises.

3. As used in division (b)(3)C. of this section:

a. "Residential premises" has the same meaning as in Ohio R.C. 5321.01, except "residential premises" does not include a dwelling unit that is owned or operated by a college or university.

b. "Landlord", "tenant", and "rental agreement" have the same meanings as in Ohio R.C. 5321.01.

(4) A person who holds a valid concealed handgun license issued by another State that is recognized by the Attorney General pursuant to a reciprocity agreement entered into pursuant to Ohio R.C. 109.69 or a person who holds a valid concealed handgun license under the circumstances described in R.C. § 109.69(B) has the same right to carry a concealed handgun in this State as a person who was issued a concealed handgun license under Ohio R.C. 2923.125 and is subject to the same restrictions that apply to a person who carries a license issued under that section.

(5) A peace officer has the same right to carry a concealed handgun in this State as a person who was issued a concealed handgun license under Ohio R.C. 2923.125, **provided that the officer when carrying a concealed handgun under authority of this division is carrying validating identification.** For purposes of reciprocity with other States, a peace officer shall be considered to be a licensee in this State.

(6) A. A qualified retired peace officer who possesses a retired peace officer identification card issued pursuant to division (b)(6)B. of this section and a valid firearms requalification certification issued pursuant to division (b)(6)C. of this section has the same right to carry a concealed handgun in this State as a person who was issued a concealed handgun license under Ohio R.C. 2923.125 and is subject to the same restrictions that apply to a person who carries a license issued under that section. For purposes of reciprocity with other States, a qualified retired peace officer who possesses a retired peace officer identification card issued pursuant to division (b)(6)B. of this section and a valid firearms requalification certification issued pursuant to division (b)(6)C. of this section shall be considered to be a licensee in this State.

B. 1. Each public agency of this State or of a political subdivision of this State that is served by one or more peace officers shall issue a retired peace officer identification card to any person who retired from service as a peace officer with that agency, if the issuance is in accordance with the agency's policies and procedures and if the person, with respect to the person's service with that agency, satisfies all of the following:

a. The person retired in good standing from service as a peace officer with the public agency, and the retirement was not for reasons of mental instability.

b. Before retiring from service as a peace officer with that agency, the person was authorized to engage in or supervise the prevention, detection, investigation, or prosecution of, or the incarceration of any person for, any violation of law and the person had statutory powers of arrest.

c. At the time of the person's retirement as a peace officer with that agency, the person was trained and qualified to carry firearms in the performance of the peace officer's duties.

d. Before retiring from service as a peace officer with that agency, the person was regularly employed as a peace officer for an aggregate of 15 years or more, or, in the alternative, the person retired from service as a peace officer with that agency, after completing any applicable probationary period of that service, due to a service-connected disability, as determined by the agency.

2. A retired peace officer identification card issued to a person under division (b)(6)B.1. of this section shall identify the person by name, contain a photograph of the person, identify the public agency of this state or of the political subdivision of this State from which the person retired as a peace officer and that is issuing the identification card, and specify that the person retired in good standing from service as a peace officer with the issuing public agency and satisfies the criteria set forth in divisions (b)(6)B.1.a. to (b)(6)B.1.d. of this section. In addition to the required content specified in this division, a retired peace officer identification card issued to a person under division (b)(6)B.1. of this section may include the firearms requalification certification described in division (b)(6)C. of this section, and if the identification card includes that certification, the identification card shall serve as the firearms requalification certification for the retired peace officer. If the issuing public agency issues credentials to active law enforcement officers who serve the agency, the agency may comply with division (b)(6)B.1. of this section by issuing the same credentials to persons who retired from service as a peace officer with the agency and who satisfy the criteria set forth in divisions (b)(6)B.1.a. to (b)(6)B.1.d. of this section, provided that the credentials so issued to retired peace officers are stamped with the word "RETIRED".

3. A public agency of this state or of a political subdivision of this State may charge persons who retired from service as a peace officer with the agency a reasonable fee for issuing to the person a retired peace officer identification card pursuant to division (b)(6)B.1. of this section.

C. 1. If a person retired from service as a peace officer with a public agency of this state or of a political subdivision of this state and the person satisfies the criteria set forth in divisions (b)(6)B.1.a. to (b)(6)B.1.d. of this section, the public agency may provide the retired peace officer with the opportunity to attend a firearms requalification program that is approved for purposes of firearms requalification required under Ohio R.C. 109.801. The retired peace officer may be required to pay the cost of the course.

2. If a retired peace officer who satisfies the criteria set forth in divisions (b)(6)B.1.a. to (b)(6)B.1.d. of this section attends a firearms requalification program that is approved for purposes of firearms requalification required under Ohio R.C. 109.801, the retired peace officer's successful completion of the firearms requalification program requalifies the retired peace officer for purposes of division (b)(6) of this section for five years from the date on which the program was successfully completed, and the requalification is valid during that five-year period. If a retired peace officer who satisfies the criteria set forth in divisions (b)(6)B.1.a. to (b)(6)B.1.d. of this section satisfactorily completes such a firearms requalification program, the retired peace officer shall be issued a firearms requalification certification that identifies the retired peace officer by name, identifies the entity that taught the program, specifies that the retired peace officer successfully completed the program, specifies the date on which the course was successfully completed, and specifies that the requalification is valid for five years from that date of successful completion. The firearms requalification certification for a retired peace officer may be included in the retired peace officer identification card issued to the retired peace officer under division (b)(6)B. of this section.

3. A retired peace officer who attends a firearms requalification program that is approved for purposes of firearms requalification required under Ohio R.C. 109.801 may be required to pay the cost of the program.

(7) As used in division (b)(6) of this section:

A. "Government facility of this State or a political subdivision of this State" means any of the following:

1. A building or part of a building that is owned or leased by the government of this State or a political subdivision of this State and where employees of the government of this State or the political subdivision regularly are present for the purpose of performing their official duties as employees of the State or political subdivision;

2. The office of a deputy registrar serving pursuant to Ohio R.C. Chapter 4503 that is used to perform deputy registrar functions.

B. "Qualified retired peace officer" means a person who satisfies all of the following:

1. The person satisfies the criteria set forth in divisions (b)(6)B.1.a. to (b)(6)B.1.d. of this section.

2. The person is not under the influence of alcohol or another intoxicating or hallucinatory drug or substance.

3. The person is not prohibited by Federal law from receiving firearms.

C. "Retired peace officer identification card" means an identification card that is issued pursuant to division (b)(6)B. of this section to a person who is a retired peace officer.

D. "Validating identification" means photographic identification issued by the agency for which an individual serves as a peace officer that identifies the individual as a peace officer of the agency.

(ORC 2923.126)

(c) Posting of Signs Prohibiting Possession. Pursuant to Ohio R.C. 2923.1212:

~~(1) The following persons, boards, and entities, or designees, Each person, board, or entity that owns or controls any place or premises identified in division (B) of section 2923.126 of the Ohio Revised Code as a place into which a valid license does not authorize the licensee to carry a concealed handgun, or a designee of such a person, board, or entity, shall post in the following one or more conspicuous locations in the premises a sign that contains a statement in substantially the following form:~~
"Unless otherwise authorized by law, pursuant to the Ohio Revised Code, no person shall knowingly possess, have under the person's control, convey, or attempt to convey a deadly weapon or dangerous ordnance onto these premises."

~~— A. The Director of Public Safety or the person or board charged with the erection, maintenance, or repair of police stations, municipal jails, and the municipal courthouse and courtrooms in a conspicuous location at all police stations, municipal jails, and municipal courthouses and courtrooms;~~

~~— B. The Sheriff or Sheriff's designee who has charge of the Sheriff's office in a conspicuous location in that office;~~

~~— C. The Superintendent of the State Highway Patrol or the Superintendent's designee in a conspicuous location at all State highway patrol stations;~~

~~— D. Each Sheriff, Chief of Police, or person in charge of every County, Multi-County, municipal, municipal County, or multi-County/ municipal jail or workhouse, community-based correctional facility, halfway house, alternative residential facility, or other local or State correctional institution or detention facility within the State, or that person's designee, in a conspicuous location at that facility under that person's charge;~~

~~— E. The board of trustees of a regional airport authority, chief administrative officer of an airport facility, or other person in charge of an airport facility in a conspicuous location at each airport facility under that person's control;~~

~~— F. The officer or officer's designee who has charge of a courthouse or the building or structure in which a courtroom is located in a conspicuous location in that building or structure;~~

~~— G. The Superintendent of the Bureau of Criminal Identification and Investigation or the Superintendent's designee in a conspicuous location in all premises controlled by that Bureau;~~

~~— H. The owner, administrator, or operator of a child day-care center, a type A family day-care home, or a type B family day-care home;~~

~~— I. The officer of this State or of a political subdivision of this State, or the officer's designee, who has charge of a building that is a government facility of this State or the political subdivision of this State, as defined in Ohio R.C. 2923.126, and that is not a building that is used primarily as a shelter, restroom, parking facility for motor vehicles, or rest facility and is not a courthouse or other building or structure in which a courtroom is located that is subject to Ohio R.C. 2923.126(B)(3).~~

~~— (2) The following boards, bodies, and persons, or designees, shall post in the following locations a sign that contains a statement in substantially the following form: "Unless otherwise authorized by law, pursuant to Ohio R.C. 2923.122, no person shall knowingly possess, have under the person's control, convey, or attempt to convey a deadly weapon or dangerous ordnance into a school safety zone."~~

~~— A. A board of education of a city, local, exempted village, or joint vocational school district or that board's designee in a conspicuous location in each building and on each parcel of real property owned or controlled by the board;~~

~~— B. A governing body of a school for which the State Board of Education prescribes minimum standards under Ohio R.C. 3301.07 or that body's designee in a conspicuous location in each building and on each parcel of real property owned or controlled by the school;~~

~~— C. The principal or chief administrative officer of a nonpublic school in a conspicuous location on property owned or controlled by that nonpublic school.~~

(ORC 2923.1212)

(d) Law Enforcement and Investigator Possession. Pursuant to Ohio R.C. 2923.1214:

(1) Subject to division (2) of this section, an establishment serving the public may not prohibit or restrict a law enforcement officer or investigator who is carrying validating identification from carrying a weapon on the premises that the officer or investigator is authorized to carry, regardless of whether the officer or investigator is acting within the scope of that officer's or investigator's duties while carrying the weapon.

(2) Division (1) of this section does not apply with respect to a law enforcement officer's or investigator's carrying of a weapon on the premises of an establishment serving the public if the officer or investigator is not acting within the scope of the officer's or investigator's duties, the weapon is a firearm issued or approved by the law enforcement agency served by the officer or by the bureau of criminal identification and investigation with respect to an investigator, and the agency or bureau has a restrictive firearms carrying policy.

(3)

(A) Subject to division (3)(B) of this section, the owner of an establishment serving the public, the operator of an establishment serving the public, and the employer of persons employed at an establishment serving the public shall be immune from liability in a civil action for injury, death, or loss to person or

property that allegedly was caused by or related to a law enforcement officer or investigator bringing a weapon into the establishment or onto the premises of the establishment.

(B) The immunity provided in division (3)(A) of this section is not available to an owner, operator, or employer of an establishment serving the public with respect to injury, death, or loss to person or property of the type described in that division if the owner, operator, or employer engaged in an act or omission that contributed to the injury, death, or loss and the owner's, operator's, or employer's act or omission was with malicious purpose, in bad faith, or in a wanton or reckless manner.

(4) As used in this section:

(A) "Establishment serving the public" means a hotel, a restaurant or other place where food is regularly offered for sale, a retail business or other commercial establishment or office building that is open to the public, a sports venue, or any other place of public accommodation, amusement, or resort that is open to the public.

(B) "Hotel" has the same meaning as in section 3731.01 of the Revised Code.

(C) "Sports venue" means any arena, stadium, or other facility that is used primarily as a venue for sporting and athletic events for which admission is charged.

(D) "Investigator" has the same meaning as in section 109.541 of the Revised Code.

(E) "Restrictive firearm carrying policy" and "validating identification" have the same meanings as in section 2923.121 of the Revised Code.

(F) "Law enforcement officer" has the same meaning as in section 9.69 of the Revised Code.

(ORC 2923.1214)

ORDINANCE 19-44

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE CLARK COUNTY SHERIFF'S OFFICE FOR FIRE AND EMS DISPATCHING SERVICES

WHEREAS, the City of New Carlisle and the Clark County Sheriff's Office have been working together since 2018 regarding dispatching services for the City of New Carlisle; and

WHEREAS, the Clark County Sheriff's Office has performed dispatching services for the citizens of New Carlisle with improved service; and

WHEREAS, it is to the advantage of the citizens of the City of New Carlisle that the City enter a new contract with the Clark County Sheriff's Office, a copy of which is here attached, for dispatching services; and

WHEREAS, the cost of the contract will be a decrease from last year of approximately \$454.00 with a 2020 total cost of \$19,830.30.

WHEREAS, the City will make a payment of \$9,915.15 on February 1, 2020 and on August 1, 2020; and

WHEREAS, the per capita rate for the City has remained \$3.55 per citizen.

WHEREAS, the current contract is set to expire on December 31, 2019; and

NOW, THEREFORE, THE CITY OF NEW CARLISLE HEREBY ORDAINS that the City Manager be, and hereby is, authorized and empowered to enter into the attached contract for continuing to provide dispatching services to the citizens of New Carlisle, Ohio.

Passed this ____ day of _____, 2019.

Mike Lowrey, Mayor

Emily Berner, Clerk of Council

APPROVED AS TO FORM:

Jacob M. Jeffries, DIRECTOR OF LAW

1st _____

2nd: _____

Councilman Cobb	Y	N
Councilman Cook	Y	N
Vice Mayor Lindsey	Y	N
Mayor Lowrey	Y	N
Councilman Shamy	Y	N
Councilwoman Hopkins	Y	N
Councilwoman Eggleston	Y	N

Totals:

Pass

Fail

Intro: 12/02/19

Action: 12/16/19

Effective: 12/31/19

OFFICE OF THE SHERIFF

SHERIFF DEBORAH K. BURCHETT

www.clarkcountysheriff.com

OFFICE: 937.521.2056
FAX: 937.328.2515



120 NORTH FOUNTAIN AVE.
SPRINGFIELD, OHIO 45502

November 13, 2019

City of New Carlisle Commission –

Enclosed you will find a copy of your 2020 Clark County Sheriff's Office Dispatching Contract. If you recall, last year when we sent contracts out we sent notice of our intent on changing our billing from a per capita calculation to a call volume calculation. That change has not occurred as of yet as it was planned to be in conjunction with the opening of our new 911 center. Due to unforeseen delays in our construction process the opening of the new center has been pushed back to early 2021 Instead of early 2020 as originally projected. It is still our intention to make this change for fiscal 2021. I would like to attend an upcoming business meeting and answer any questions you may have and explain our new billing format, in detail. Please let me know via email (cclark@clarkcountyohio.gov) or by cell phone (937)-605-0794 when your next meeting will be held so I can plan to attend. Thank you for your service and we look forward to a continued partnership.

Respectfully,

A handwritten signature in black ink, appearing to read "Major Christopher D Clark".

Major Christopher D Clark
Clark County Sheriff's Office
Operations Commander



Clark County Sheriff's Office



City of New Carlisle 2020 Dispatching Agreement

CITY OF NEW CARLISLE

2020 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;



Clark County Sheriff's Office



City of New Carlisle 2020 Dispatching Agreement

(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: **\$19,830.30 for the period of January 1, 2020 through December 31, 2020 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:

- \$ 9,915.15 Due Feb 1st, 2020
- \$ 9,915.15 Due Aug 1st, 2020

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 (5,586 people x \$3.55 = \$19,830.30).**

[remainder of page left blank intentionally]



Clark County Sheriff's Office



City of New Carlisle 2020 Dispatching Agreement

IN WITNESS WHEREOF, the parties have hereunto set their hands this ____ day of _____, 20__.

BOARD OF CLARK COUNTY COMMISSIONERS

Jennifer Hutchinson, County Administrator

RESOLUTION NO. _____

Date: ____/____/____

THE CITY OF NEW CARLISLE, OHIO

Randy Bridge, City Manager

Law Director, City of New Carlisle

THE SHERIFF OF CLARK COUNTY, OHIO

Clark County Sheriff Deborah K. Burchett

CLARK COUNTY PROSECUTOR _____
APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Date: ____/____/____

By: _____

ORDINANCE 19-45

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR CITY EMPLOYEE HEALTH INSURANCE

WHEREAS, health insurance is made available to all City employees as part of their benefit package, and

WHEREAS, the existing contract with Medical Mutual of Ohio (MMO) is set to expire on 12/31/19; and

WHEREAS, City employees have studied a few different health insurance options made available to the City, and

WHEREAS, said employees have made their choices known to the City Manager; and

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

Section 1. Medical Mutual has offered the most cost-effective options to the City and its employees for health insurance coverage, with a total annual premium of \$325,063 for all currently enrolled employees.

Section 2. This represents a 16.6% increase in the premium from last year.

Section 3. The price of the annual premium may increase or decrease should current employees change their plan level, or if employees are hired or terminated.

Section 4. The City Manager is authorized and empowered to enter into an agreement with Medical Mutual of Ohio on behalf of the City of New Carlisle, to provide health insurance for City employees.

Passed this _____ day of _____, 2019.

Mike Lowrey, Mayor

Emily Berner, Clerk of Council

APPROVED AS TO FORM:

Jacob M. Jeffries, DIRECTOR OF LAW

1st _____

2nd: _____

Councilman Cobb	Y	N
Councilman Cook	Y	N
Vice Mayor Lindsey	Y	N
Mayor Lowrey	Y	N
Councilman Shamy	Y	N
Councilwoman Hopkias	Y	N
Councilwoman Eggleston	Y	N

Totals:

Pass

Fail

Intro: 12/02/19

Action: 12/16/19

Effective: 12/31/19

ORDINANCE 19-46

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO
A CONTRACT FOR THE PURCHASE OF WATER SOFTENING ROCK SALT

WHEREAS, it is deemed necessary to provide rock salt to the Water Plant of
New Carlisle, Ohio, for the purpose of water softening; and

WHEREAS, bids for furnishing sufficient rock salt for this purpose have been
received, reviewed and evaluated;

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

SECTION 1. That it is hereby determined that the best bid received was submitted
by Cargill Salt in the amount of \$130.41 per ton, for the time period
of January 1, 2020 through December 31, 2020.

SECTION 2. That the City Manager be, and he hereby is authorized and
empowered to enter into a purchase contract on behalf of the City of
New Carlisle with the successful bidder, as determined in Section 1
hereof, in accordance with its bid specifications.

Passed this _____ day of _____, 2019.

Mike Lowrey, MAYOR

Emily Berner, CLERK

APPROVED AS TO FORM:

Jake Jeffries, DIRECTOR OF LAW

1st _____

2nd: _____

Councilman Cobb	Y	N
Councilman Cook	Y	N
Vice Mayor Lindsey	Y	N
Mayor Lowrey	Y	N
Councilman Shamy	Y	N
Councilwoman Hopkins	Y	N
Councilwoman Eggleston	Y	N

Totals:

Pass

Fail

Intro: 12/02/19

Action: 12/16/19

Effective: 12/31/19



Monday, November 18, 2019

City of New Carlisle Ohio
331 S. Church Street
New Carlisle, Ohio 45344-1907

To whom it may concern,

Cargill Salt is pleased to submit the following bid for your bulk water conditioning salt requirements with regards to the City of New Carlisle Ohio. Pricing will remain firm from January 1, 2020 – December 31, 2020.

<u>Product</u>	<u>Delivered Price</u>
ROCK INDUSTRIAL CRSE BULK	\$130.41

The above delivered water conditioning salt price reflects a Pneumatic Truck delivery from our Cincinnati, OH facility. Orders require a lead time of 5 working days. Please call Customer Service at 800/377-1017 to place orders.

Pricing void if not accepted within 30 days of the bid opening. Payment Terms are Net 30 Days. Upon reviewing this submission, please forward bid results to:

saltbids-cargillonly@Cargill.com

or

Cargill Salt
PO BOX 615
White Marsh, MD 21162

Thank you for considering our proposal.

Sincerely,

Doug Corseilus
Commerical Sales Leader
Cargill Salt

CONFIDENTIAL

THIS DOCUMENT CONTAINS LEVEL 2 TRADE SECRET
INFORMATION. DISCLOSURE, USE, OR REPRODUCTION
OUTSIDE CARGILL, AND INSIDE CARGILL TO OR BY THOSE
EMPLOYEES WHO DO NOT HAVE A NEED TO KNOW, IS
PROHIBITED EXCEPT AS AUTHORIZED BY CARGILL IN
WRITING.

LEVEL 2 CONFIDENTIAL

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ORDINANCE 19-47

AN ORDINANCE AMENDING SECTION 248 OF THE CODIFIED ORDINANCES OF THE CITY OF NEW CARLISLE REGARDING CITY POLICY

WHEREAS, Section 248 of the Codified Ordinances of the City of New Carlisle addresses various City policies; and

WHEREAS, the Fixed Asset Policy and Procedures (attached as Exhibit A) have been in effect since 1997 and amended in 2011, but never codified in the City of New Carlisle Codified Ordinances.

NOW, THEREFORE, THE CITY OF NEW CARLISLE HEREBY ORDAINS that Section 248 of the Codified Ordinances of the City of New Carlisle be amended to add the attached Fixed Asset Policy and Procedures:

Passed this _____ day of _____, 2019.

Mike Lowrey, Mayor

Emily Berner, Clerk of Council

APPROVED AS TO FORM:

Jacob M. Jeffries, DIRECTOR OF LAW

1st _____

2cd: _____

Councilman Cobb	Y	N
Councilman Cook	Y	N
Vice Mayor Lindsey	Y	N
Mayor Lowrey	Y	N
Councilman Shamy	Y	N
Councilwoman Hopkins	Y	N
Councilwoman Eggleston	Y	N

Totals:

Pass

Fail

Intro: 12/02/19
Action: 12/16/19
Effective: 12/31/19

248.13 FIXED ASSET POLICY AND PROCEDURES

(a) Purpose

- (1) *Based upon the identified purposes of the fixed asset system, management decisions on certain major issues must be documented if the fixed asset system is to be properly established and maintained. This documentation informs employees and other interested parties of management's expectations and financial standing.*
- (2) *The City of New Carlisle shall maintain a fixed asset accounting system which will incorporate sufficient information to enable the City to prepare financial statements in accordance with generally accepted accounting principles. This system, supplemented by other existing systems, shall allow the City to maintain adequate control, reporting and accountability over all governmental and proprietary fixed assets.*
- (3) *The Finance Department is ultimately responsible for the maintenance and upkeep of the fixed asset accounting system. All departments will be responsible to report to and cooperate with the Finance Department Office to insure compliance with all fixed asset policies established.*
- (4) *Fixed assets are defined as those tangible assets of The City of New Carlisle with an estimated useful life in excess of one year and an individual initial cost of \$2,500.00 or greater.*
- (5) *For purposes of management control, each department head has the option to include all fixed assets. However, those assets with a value of less than \$2,500.00 will not be included for financial reporting purposes.*
- (6) *For purposes of financial reporting on a GAAP basis, only fixed assets valued at \$2,500.00 or more will be reported.*

(b) Fixed Asset Classifications

- (1) *Land: Includes land and land improvements on a property site such as paving, fences, landscaping, etc.*

- (2) *Buildings: Includes all buildings (or structures which serve as buildings, such as permanently established trailers).*
 - (a) *Permanently attached fixtures installed during construction are considered a part of the building.*
 - (b) *The subsequent addition of equipment will be recorded as machinery and equipment.*
 - (c) *Major improvements, such as additions to building, are capitalized.*
- (3) *Improvements Other than Buildings: Includes improvements such as park facilities, parking lots, baseball fields, tennis courts, swimming pools and infrastructure associated with City owned utilities (water and sanitary sewers).*
- (4) *Equipment and Fixtures: Includes most other items which do not qualify for classification in the other categories.*
 - (a) *All stationary and movable equipment (excluding vehicles) including office machines, machine tools, desks, chairs, display counters, kitchen equipment, computer equipment, phone systems and the like, which meet the established cost criteria and have a useful life in excess of one year, fall in this group.*
- (5) *Vehicles: Includes all licensed cars, vans, trucks, tankers, trailers and other motor vehicles owned by the City.*
 - (a) *Ordinary repairs to these vehicles should not be capitalized unless the resulting carrying amount increases the recoverable value of the vehicle to a value above what is recorded in the fixed asset accounting system.*
 - (b) *Non-Licensed vehicles includes tractors, mowers, backhoes, graders, rollers, etc.*

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- (6) *Construction in Progress: Represents the accumulation of capitalized labor, material, equipment, overhead costs and other ancillary costs (i.e., legal and title fees, surveying fees, appraisal and negotiation fees, damage payments, site preparation costs and demolition costs) relating to a fixed asset which is not completed as of a given point in time.*
 - (a) *This includes all partially completed projects except general fixed asset infrastructure such as roads, bridges sidewalks, storm sewers, etc.*
 - (b) *Buildings of various types will be the main component in this area.*
 - (c) *Upon completion, these assets are transferred to one of the other fixed asset classifications.*
- (c) Gathering of Data
 - (1) *In order to ensure that all the reporting requirements under generally accepted accounting principles are being met, each department which has responsibility for purchasing, maintaining and/or disposing of fixed assets is required to gather the following data regarding each fixed asset acquisition, transfer or disposal:*
 - (a) *Description of Asset*
 - (b) *Location of Asset*
 - (c) *Identification Code of Asset (i.e., serial number, parcel number, inventory tag number)*
 - (d) *Applicable Fund Number Used to Acquire the Asset*
 - (e) *Applicable Department Number Which Maintains the Asset*
 - (f) *Purchase Date of the Asset (Date placed in service if the date of purchase or receipt is not determinable)*
 - (g) *Cost of the Asset*
 - (h) *Useful Life of the Asset and its Salvage Value (if depreciable)*
 - (i) *Depreciation Records of the Asset (if depreciable)*
 - (j) *Improvements Performed on the Asset*

- (2) *The information requirements for categories above are discussed in detail below.*
- (a) *Description of Asset: A brief general description of the asset which distinguishes it from similar assets. If item is a land purchase, it should be the legal description of the property. This description should also include the asset's financial statement classification (land, building, improvements, etc.).*
 - (b) *Location of Asset: A brief general description of the asset's location. This could include the building, room number and desk for a computer, a parcel number or an address for building. The description should unmistakably distinguish the asset from similar assets.*
 - (c) *Identification Code of the Asset: This would be the serial number for a computer or car; a parcel number for land; an address or assigned building number for a building; an inventory tag number for fixtures or any other "tagged" item.*
 - (1) *It should also unmistakably distinguish the asset from other similar assets.*
 - (d) *Applicable Fund Number: This should be the fund number for the department that acquired the applicable asset.*
 - (e) *Applicable Department Number: This should be the department number for the department which maintains the applicable asset.*
 - (f) *Purchase Date of Asset: This would be the actual date the asset was acquired.*
 - (1) *In certain cases, an actual date is not determinable. For instance, a building may be under construction or material improvements to a sewer plant are under way; in these instances, the purchase date should be the date the asset was received or placed in service, or the completion date of the project.*

- (g) *Cost of the Asset: This would be the actual purchase cost to acquire or construct the asset.*
- (1) *Proper accounting for general fixed assets requires the capitalization of appropriate costs and all related charges.*
 - (2) *The Fixed Asset Manual for Ohio Local Governments provides other detailed examples and descriptions of which costs are considered capitalizable in the above circumstances.*
 - (3) *There are instances where assets are acquired by gift or for a nominal closing fee.*
 - (4) *In these instances, the assets should be recorded on the City's books at their fair market value as valued by independent appraisal as of the date of gift, closing or purchase.*
 - (5) *In cases where no cost information is available, it will be necessary to estimate the historical cost by using current appraised values (or insurance replacement costs) and "indexing" these values back to the date of purchased based upon U.S. Government Consumer Price Indexes.*
 - (6) *Other estimating procedures can be used as long as their assumptions are reasonable.*

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(h) *Useful Life of Assets and Salvage Values:*

- (1) *Depreciation will not be taken on general fixed assets.*
- (2) *Fixed assets acquired and used by proprietary funds will be depreciated over their useful life on a straight-line basis.*
- (3) *In the year of acquisition a half year of depreciation is recorded and a half year of depreciation is recorded in the year of disposal.*
- (4) *It is the policy of the City to exhaust the usefulness of a fixed asset before its disposition, therefore, salvage value on all assets is considered to be insignificant and is generally exceeded by the cost of disposition.*
- (5) *Should the occasion arise where an asset is disposed of prior to the exhaustion of its useful life and since the book value is determined by the cost of the asset spread over its useful life less salvage value, appropriate adjustments will be made to account for the proper gain or loss on the sale of the asset at the time of disposition.*

(i) *Improvements Performed on the Assets: As discussed, certain improvements made to an asset require capitalization.*

- (1) *These should be tracked along with records of the original cost of a fixed asset.*
- (2) *For example, assume a \$10,000 addition was made on a \$50,000 building.*
 - (a) *When a file is pulled on the building, both the original cost and the cost of the addition should be reflected in the same file.*

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- (3) *In addition to the above, there are instances where assets which are leased can be considered a "fixed asset" for financial reporting purposes only.*
 - (a) *There are four criteria used to make this determination.*
 - (b) *If a given department has a lease which is for a period nearly the length of an asset's estimated useful life or the lease has a bargain purchase option at the end of the lease.*
 - (c) *Contact the Finance Office regarding whether the lease needs to be recorded as a fixed asset for reporting purposes.*

(d) *Establishing Asset Values*

- (1) *There are several methods which can be used to place a value on a city owned fixed asset. The current methods used are:*
 - (a) *Actual Cost*
 - (b) *Replacement Cost*
 - (c) *Fair Market Value*
 - (d) *Historical Cost*
 - (e) *Like Item Cost.*
- (2) *The following is a brief description of each:*
 - (a) *Actual Cost: This method will be used to eventually establish most values on city assets as they are replaced.*
 - (1) *The cost of the asset is obtained directly from the invoice or purchase order.*
 - (b) *Replacement Cost: Some assets belonging to the city are old enough that no record of value has been kept or can be found.*
 - (1) *In such a case as this, the cost of what it would take to replace the old asset with a new, similar item is used.*
 - (2) *This comes from a recent purchase order, a supply catalog, or an area vendor.*

- (c) *Fair Market Value: This method is used to an extent on vehicles.*
 - (1) *Any vehicles in the city's possession that were not newly purchased or their purchase cost had not been recorded were priced according to the used car blue book value.*
- (d) *Historical Cost: Buildings, land and improvements are best valued by this process.*
 - (1) *County real estate was researched; a value established and then applied to the Consumer Price Index with a 1967 being 1.*
 - (2) *Costs of construction, materials and etc. are kept in the Clark County Real Estate Department records.*
- (e) *Like Item Cost: If a value is accurately established for an older item, then this value may be used for any other older items of a similar nature if all other methods have failed.*
 - (1) *It is the least accurate of the pricing methods and is only used as a last resort.*
- (3) *Annually the City will conduct a complete inventory of all assets to ensure that the inventory of fixed assets is both complete and accurate.*
 - (a) *All departments will be given a print out from the Finance Office of the previous year's listing.*
 - (b) *Each asset will be physically checked for existence, location, and condition. Any differences will need to be properly reconciled and corrected.*
- (e) *Tagging of Fixed Assets*
 - (1) *No purchase, transfer or disposal of capital assets should be made without proper department authorization.*
 - (2) *Accurate records of all transactions should be maintained of the cost and accumulated depreciation of property, plant and equipment.*
 - (3) *All fixed assets will be assigned a unique fixed asset number that will not be changed during the time that the asset is the property of The City of New Carlisle.*
 - (4) *After an asset is disposed, the fixed asset number will not be reassigned to a*

newly acquired fixed asset.

- (5) *All fixed assets with the exception of the following categories should be physically tagged with a permanent tag provided by the City:*
- (a) *Land*
 - (b) *Land Improvements*
 - (c) *Buildings*
 - (d) *Live Animals*
 - (e) *Vegetation*
 - (f) *Equipment of a sensitive nature, in cases where the tag might impair the functional ability of the asset*
 - (g) *Works of Art*
 - (h) *Any other fixed assets on which it is physically impossible to affix the tag*
- (6) *There may be cases in which a tag cannot be affixed to the fixed asset; however, the fixed asset number can be either marked or imprinted on the asset.*
- (a) *This should be done whenever possible.*
 - (b) *The tag or marking should be in readily visible area.*
 - (c) *The property number on the tag and location of the asset should be recorded in a detailed fixed asset ledger.*
- (1) *This ledger should always be kept accurately at all times.*

(f) *Disposal/Transfer of a Fixed Asset*

- (1) *Disposal/transfer of a capital asset should occur only after proper authorization has been given.*
- (2) *Control over the disposition or transfer of property should be maintained not only to preserve the accuracy of the records but also to ensure that assets are safeguarded, improper disposal or transfer is avoided, and the best possible terms are received if disposed.*

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(3) *The following procedure should be followed for each.*

- (a) *No item of property, plant and equipment should be removed from the premises without a properly approved form.*
- (b) *A form should be completed and reviewed by a responsible employee who is knowledgeable and not directly responsible for the asset.*
- (c) *When the disposal is via a trade-in of a similar asset, the acquired asset should be recorded at the book value of the trade-in asset plus any additional cash paid.*
 - (1) *In no instance should cost exceed the fair market value for the new asset.*
- (d) *In the case of a transfer, both departments should fill out and sign the transfer form showing asset leaving or arriving in each department.*

REQUEST FOR AN ASSET NUMBER

Please complete this form to obtain an asset number for a newly acquired fixed asset.

1. Method of Acquisition

- ☐ *Purchase as City property Lease*
☐ *Donation or Gift*
☐ *Trade-in other than with another department Foreclosure*
☐ *Public seizure (applies to Sheriff's Dept.)*
☐ *Other, please explain:* _____

2. Serial Number: _____

3. Description: _____

4. Manufacturer: _____

5. Vendor: _____

6. Cost or Other Value: _____

7. Date Acquired: _____

8. Comments: _____

9. Department Head or Asset Monitor: _____
=====

Signature of Department Head: _____

Date of Signature: _____ *Date Asset Acquired:* _____

DISPOSAL/RETIREMENT FORM FOR FIXED ASSETS

A. To be Completed by Department Removing or Disposing of Asset

1. Department: _____

2. Serial Number: _____

3. Description: _____

4. Department Responsible for Asset: _____

5. Date Asset was Acquired: _____

6. Cost or Other Value: _____

7. Reason of Disposal: _____

8. Indicate proposed method of disposal/retirement:

Circle one: Sold Scrap Trade-in Damaged

9. Department Head: _____

Signature

Date

=====

B. To be Completed by the Service Director or Finance Director

_____ Approved _____ Disapproved

1. Finance Director: _____

Signature

Date

=====

C. To Be Completed only by the Finance Director

1. Date of Disposal: _____

2. Person Purchasing the Fixed Asset if Disposed: _____

3. Sale Price: _____

4. Department Making Disposal: _____

5. Department Head Making Disposal: _____

Signature

Date

6. Finance Director: _____

Signature

Date

RECORD OF FIXED ASSET TRANSFER

A. To be Completed by Department Transferring the Fixed Asset

1. Date of Transfer: _____
2. Serial Number: _____
3. Description of Fixed Asset: _____

4. Location & Department of the Asset (before transfer): _____

5. Department Responsible for Asset (after transfer): _____
6. Additional Comments: _____

7. Department Head Transferring Responsibility: _____

*Signature**Date*

=====

B. To be Completed by the Department Receiving the Fixed Asset (also use this section for location changes within a department)

1. Date of Transaction: _____
2. Serial Number of Item Received (or moved): _____
3. Department Asset Came From: _____
4. Department Now Responsible for Asset: _____
5. Additional Comments: _____

6. Department Head receiving responsibilities (or making location changes):

*Signature**Date*

ORDINANCE 19-48E

AN ORDINANCE SUPPLEMENTING CERTAIN APPROPRIATIONS IN NEW CARLISLE
CITY ORDINANCE 19-04, AND DECLARING AN EMERGENCY

WHEREAS, Ordinance 19-04 is the Annual Appropriation Ordinance for the City of New Carlisle for the fiscal year ending December 31, 2019; and

WHEREAS, it is necessary to amend certain appropriations contained therein, pursuant to Sections 7.09 (a) and 7.09 (c) of the Municipal Charter.

NOW, THEREFORE THE CITY OF NEW CARLISLE HEREBY ORDAINS as follows:

SECTION 1. In order to bring the City's appropriations in line with amendments to the Certificate of Estimated Resources that are available to appropriate for the fiscal year beginning January 1, 2019, and with the required expenses of the City of New Carlisle during the fiscal period ending December 31, 2019, the 2019 appropriations are hereby **increased** for the following fund/fund types by the amounts shown.

[illegible]

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SECTION 2. The Finance Director is hereby authorized and directed to enter the foregoing supplemental appropriations upon the books and accounts of the City of New Carlisle, and issue warrants pursuant to such authorization.

SECTION 3. Due to pending expenses incurred requiring certain amendments to the 2019 appropriations, this ordinance is declared an emergency and shall take effect and be in full force upon passage.

Passed this _____ day of _____, 2019.

MIKE LOWREY, MAYOR

EMILY BERNER, CLERK

APPROVED AS TO FORM:

Jake Jeffries, DIRECTOR OF LAW

1st _____

2nd: _____

Councilman Cobb	Y	N
Councilman Cook	Y	N
Vice Mayor Lindsey	Y	N
Mayor Lowrey	Y	N
Councilman Shamy	Y	N
Councilwoman Hopkins	Y	N
Councilwoman Eggleston	Y	N

Totals:

Pass

Fail

Intro: 12/02/19

Action: 12/02/19

Effective: 12/02/19

ORDINANCE 19-49

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

WHEREAS, the City of New Carlisle and the Sheriff of Clark County, Ohio have had an ongoing relationship for providing police protection for the City since 1981; and

WHEREAS, the City desires to maintain that relationship;

WHEREAS, the existing contract is set to expire on December 31, 2019; and

WHEREAS, despite the 2020 contract listing the highest stepped costs per deputy, the City will only be billed for the rate of the deputy assigned to the City.

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

SECTION 1. That the City Manager be, and hereby is, authorized and empowered to enter into a Contract Agreement, attached as Exhibit A, for providing police protection services to the citizens of New Carlisle, Ohio.

SECTION 2. That the City of New Carlisle shall contract for five (5) deputies.

Passed this _____ day of _____, 2019.

Mike Lowrey, MAYOR

Emily Berner, Clerk of Council

APPROVED AS TO FORM:

Jacob M. Jeffries, DIRECTOR OF LAW

1st _____

2nd: _____

Councilman Cobb	Y	N
Councilman Cook	Y	N
Vice Mayor Lindsey	Y	N
Mayor Lowrey	Y	N
Councilman Shamy	Y	N
Councilwoman Hopkins	Y	N
Councilwoman Eggleston	Y	N

Totals:

Pass

Fail

Intro: 12/02/19

Action: 12/16/19

Effective: 12/31/19

CITY OF NEW CARLISLE 2020 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 **five (5) 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 **\$553,372.75** (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 1st day of January, 2020, and shall terminate on the 31st day of December 2020.

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.

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.

NEW CARLISLE 2020 CONTRACT WORKSHEET

SALARY EXPENSES		Deputy
SALARY	\$	63,856.00
SICK PAY OUT	\$	2,456.00
OVERTIME (4% SALARY)	\$	2,554.24
TOTAL	\$	68,866.24

BENEFIT EXPENSES		
PERS	\$	12,464.79
MEDICARE	\$	998.56
WORKER'S COMP	\$	1,205.16
LIFE INSURANCE	\$	45.60
DENTAL INSURANCE	\$	218.64
HEALTH INS FAMILY	\$	25,045.56
UNIFORM ALLOWANCE	\$	900.00
LIABILITY INSURANCE	\$	670.00
TOTAL BENEFITS	\$	41,548.31

TOTAL PER DEPUTY	\$	110,414.55
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TOTAL FOR FIVE DEPUTIES	\$	552,072.75
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COUNCIL MEETING FEE	\$	1,300.00
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TOTAL	\$	553,372.75
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SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _____, 20_____.

BOARD OF CLARK COUNTY COMMISSIONERS

Jennifer Hutchinson, County Administrator

RESOLUTION NO. _____
Date: ____/____/____

THE CITY OF NEW CARLISLE, OHIO

Randy Bridge, City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Law Director, City of New Carlisle

THE SHERIFF OF CLARK COUNTY, OHIO

Clark County Sheriff Deborah K. Burchett

CLARK COUNTY PROSECUTOR _____
APPROVED AS TO FORM AND LEGAL SUFFICIENCY
Date: ____/____/____
By: _____

ORDINANCE 19-50

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

WHEREAS, the City of New Carlisle and the Sheriff of Clark County, Ohio have had an ongoing relationship for providing police protection for the City since 1981; and

WHEREAS, the City desires to maintain that relationship;

WHEREAS, the existing contract is set to expire on December 31, 2019; and

WHEREAS, despite the 2020 contract listing the highest stepped costs per deputy, the City will only be billed for the rate of the deputy assigned to the City.

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

SECTION 1. That the City Manager be, and hereby is, authorized and empowered to enter into a Contract Agreement, attached as Exhibit A, for providing police protection services to the citizens of New Carlisle, Ohio.

SECTION 2. That the City of New Carlisle shall contract for four (4) deputies.

Passed this _____ day of _____, 2019.

Mike Lowrey, MAYOR

Emily Berner, Clerk of Council

APPROVED AS TO FORM:

Jacob M. Jeffries, DIRECTOR OF LAW

1st _____

2nd: _____

Councilman Cobb	Y	N
Councilman Cook	Y	N
Vice Mayor Lindsey	Y	N
Mayor Lowrey	Y	N
Councilman Shamy	Y	N
Councilwoman Hopkins	Y	N
Councilwoman Eggleston	Y	N

Totals:

Pass

Fail

Intro: 12/02/19

Action: 12/16/19

Effective: 12/31/19

CITY OF NEW CARLISLE 2020 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.

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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 **\$442,958.20** (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.**

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TOTAL FOR FOUR DEPUTIES	\$	441,658.20
COUNCIL MEETING FEE	\$	1,300.00
TOTAL	\$	442,958.20

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _____, 20_____.

BOARD OF CLARK COUNTY COMMISSIONERS

Jennifer Hutchinson, County Administrator

RESOLUTION NO. _____
Date: ____/____/____

THE CITY OF NEW CARLISLE, OHIO

Randy Bridge, City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Law Director, City of New Carlisle

THE SHERIFF OF CLARK COUNTY, OHIO

Clark County Sheriff Deborah K. Burchett

CLARK COUNTY PROSECUTOR _____
APPROVED AS TO FORM AND LEGAL SUFFICIENCY
Date: ____/____/____
By: _____