

**NEW CARLISLE CITY COUNCIL**  
**REGULAR MEETING AGENDA and PACKET**  
December 16, 2019 @ 7:00pm

1. Call to Order: Mayor Mike Lowrey
2. Roll Call: Clerk of Council
3. Invocation:
4. Pledge of Allegiance:
5. Action on Minutes: 12/02/19 Regular Session
6. Communications: Team ArrowBots of the FIRST LEGO League
7. City Manager's Report: Attached
8. Comments from Members of the Public:  
\*Please limit comments to 5 minutes or less
9. Committee Reports: NONE

**10. RESOLUTIONS: (2 - Intro; 2 - Action))**

**A. Resolution 19-20R: (Public Hearing and Action Tonight)**

A RESOLUTION PROVIDING FOR THE PERMANENT TRANSFER OF FUNDS FROM THE GENERAL FUND TO THE SWIMMING POOL FUND AND DEBT SERVICE FUNDS OF THE CITY OF NEW CARLISLE

**B. Resolution 19-21R: (Public Hearing and Action Tonight)**

A RESOLUTION PROVIDING FOR THE PERMANENT TRANSFER OF FUNDS FROM THE WATER FUND TO THE GENERAL FUND OF THE CITY OF NEW CARLISLE

**11. ORDINANCES: (3 - Intro; 8 - Action)**

**A. Ordinance 19-44: (Public Hearing and Action Tonight)**

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

**B. Ordinance 19-45: (Public Hearing and Action Tonight)**

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

**C. Ordinance 19-46: (Public Hearing and Action Tonight)**

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

**D. Ordinance 19-47: (Public Hearing and Action Tonight)**

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

**E. Ordinance 19-49: (Public Hearing and Action Tonight)**

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

**F. Ordinance 19-50: (Public Hearing and Action Tonight)**

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

**G. Ordinance 19-51E: (Introduction, Public Hearing and Action Tonight)**

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

**H. Ordinance 19-52E: (Introduction, Public Hearing and Action Tonight)**

AN ORDINANCE ESTABLISHING TEMPORARY APPROPRIATIONS FOR FISCAL YEAR 2020, AND DECLARING AN EMERGENCY

**I. Ordinance 19-53: (Introduction Tonight, Public Hearing and Action on 01/06/20)**

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL ACCOUNTING AND CONSULTING SERVICES

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. **City Offices Closed:** Friday, December 20th @ NOON for Employee Christmas Party
- C. **City Offices Closed:** Tuesday, December 24th for Christmas Eve
- D. **City Offices Closed:** Wednesday, December 25th for Christmas Day
- E. **City Offices Closed:** Wednesday, January 1st for New Year's Day

13. Executive Session: None

14. Return to Regular Session: N/A

15. Adjournment

Next **Work Session** of the City Council will be **Monday, January 6, 2020 @ 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, January 6, 2020 @ 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: MONDAY, December 2, 2019

REGULAR MEETING

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: VM Lindsey
4. PLEDGE OF ALLEGIANCE
5. ACTION ON MINUTES:  
11/13/19 CIP Work Session (Absent Shamy)  
**1<sup>st</sup> Shamy 2<sup>nd</sup> VM Lindsey YES: 6 Nay: 0 Abstain: 1 (SHAMY ABSENT) Accepted 6-0-1**  
11/18/19 Work Session  
**1<sup>st</sup> VM Lindsey 2<sup>nd</sup> Hopkins Yes: 7 Nay: 0 Accepted 7-0**  
11/18/19 Regular Meeting  
**1<sup>st</sup> Shamy 2<sup>nd</sup> Eggleston Yes: 7 Nay: 0 Accepted 7-0**
6. COMMUNICATIONS:  
City Manager Bridge introduces Jake Jefferies: new attorney for the City of New Carlisle
7. CITY MANAGER'S REPORT:

### City Manager's Report

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**TO:** Mayor, Vice Mayor, City Council, Residents, and Business Owners  
**FROM:** Randy Bridge, City Manager  
**DATE:** November 29, 2019 for December 2, 2019

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

- A. FINANCE REPORT
  - B. SERVICE REPORT
  - C. FIRE REPORT
  - D. POLICE REPORT
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**\*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

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*Comments or questions on City Manager report:*

*Mayor Lowrey asks what types of playground equipment- Bridge notes toddler parent swing and wheelchair accessible swing and 2 more swing sets closer to the shelter house.*

*VM Lindsey asks why interest only payments and Bridge and Watkins note most large loans are set up that way.*

**8. COMMENTS FROM MEMBERS OF THE PUBLIC: NONE**

**9. COMMITTEE REPORTS: NONE**

**10. RESOLUTIONS:**

**RESOLUTION 19-19R**

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

*1<sup>ST</sup> VM LINDSEY 2<sup>ND</sup> CM EGGLESTON Bridge overall budget process and notes figures can change.*

*This is done every year. NO COMMENTS OR QUESTIONS FROM COUNCIL. YES: 6 NAYS: 1 COBB ACCEPTED 6-1*

**11. ORDINANCES:**

**ORDINANCE 19-40**

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

*1<sup>ST</sup> VM LINDSEY 2<sup>ND</sup> CM EGGLESTON Bridge notes this is on use of federal funds and compliance. No comments or questions from Council. YES: 7 NAY: 0 Accepted 7-0*

**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**

*1<sup>ST</sup> CM SHAMY TO ACCEPT 19-41 WITH LED CHANGE OUT WITH A 2<sup>ND</sup> BY VM LINDSEY. BRIDGE NOTES THIS IS FOR THE LED CHANGE OUT AND CONTRACT. NO COMMENTS OR QUESTIONS FROM COUNCIL. YES: 7 NAYS: 0 ACCEPTED 7-0*



**ORDINANCE 19-43E**

AN ORDINANCE REPELLING 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 672.16D OF THE CITY OF NEW CARLISLE CODIFIED ORDINANCES, TO COMPLY WITH HOUSE BILL 228 AND DECLARING AN EMERGENCY

1<sup>st</sup> CM HOPKINS 2<sup>nd</sup> VM LINDSEY BRIDGE EXPLAINS THESE ARE CHANGES NEEDED TO COMPLY WITH HB 228. NO COMMENTS OR QUESTIONS FROM COUNCIL. YES: 7 NAYS: 0 ACCEPTED 7-0.

**ORDINANCE 19- 44 ACTION 12/16**

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

**ORDINANCE 19-45 ACTION 12/16**

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

**ORDINANCE 19-46 ACTION 12/16**

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

**ORDINANCE 19-47 ACTION 12/16**

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

**ORDINANCE 19-48E**

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

1<sup>st</sup> VM LINDSEY 2<sup>nd</sup> CM SHAMY BRIDGE NOTES YEARLY HOUSEKEEPING TO ENSURE ALL DECEMBER FUNDS APPROPRIATED. VM LINDSEY ASKS WHY INTEREST ONLY PAYMENTS. BRIDGE AND WATKINS NOTE MOST PAYMENTS ARE SET UP WITH AN INTEREST PAYMENT FIRST AND PRINCIPAL PAYMENT SECOND. YES: 7 NAYS: 0 ACCEPTED 7-0.

**ORDINANCE 19-49 ACTION 12/16**

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

**ORDINANCE 19-50 ACTION 12/16**

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

**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. TREE LIGHTING: FRIDAY, DECEMBER 6<sup>TH</sup> @ 7:00PM

C. 34<sup>TH</sup> ANNUAL HOLIDAY PARADE: SATURDAY, DECEMBER 7<sup>TH</sup> @ 10:00 AM.

D. CITY OFFICES CLOSED: TUESDAY AND WEDNESDAY 12/24 AND 12/25.

MAYOR LOWREY ASKS ABOUT THE CITY CHRISTMAS PARTY. BRIDGE ADDS HE PLANS TO HAVE ONE JUST NOT SURE WHERE.

CM EGGLESTON MOTIONS TO PURCHASE THE 2010 TRUCK WITH PLOW WITH A 2<sup>ND</sup> BY VM LINDSEY. BRIDGE NOTES A GREAT DEAL. RON WRIGHT ADDS HE EXCITED. VM LINDSEY MAKES SURE IT INCLUDES THE PLOW. COBB ASKS IF THE UNDER CARRIAGE GETS CLEANED AND WRIGHT STATES YES. BRIDGE INFORMS COUNCIL ABOUT THE TRUCK, COST, ITEMS INCLUDED, LOW MILES. APPEARS TO BE IN GREAT SHAPE. YES: 7 NAYS: 0 ACCEPTED 7-0

**13. EXECUTIVE SESSION: NONE**

**14. ADJOURNMENT:**

**1<sup>ST</sup> VM LINDSEY 2<sup>ND</sup> CM SHAMY**

## City Manager's Report

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**TO:** Mayor, Vice Mayor, City Council, Residents, and Business Owners  
**FROM:** Randy Bridge, City Manager  
**DATE:** December 13, 2019 for December 16, 2019

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

\*A. FINANCE REPORT - Attached

\*B. SERVICE REPORT - Attached

\*C. FIRE REPORT - Attached

\*D. POLICE REPORT - At Meeting

\*E. INFORMATIONAL ITEMS

- **New Building Update**
  - Abatement Removal Cost
    - Waiting on date of work
    - Proof of Insurance Received
  - Architect Securing Quote (for informational purposes)
  - Bidding after 1st of Year
    - Cost of Services and Goods due to Memorial Day Tornados
- **2020 Operating Budget**
  - Adoption on 3/9/20 or 3/23/20 (prefer/aiming for 3/9/20)
  - Work Sessions should begin in late January/ Early February
- **New Playground Equipment**
  - Information Attached!
- **Deputy Sheriff Equipment and Depreciation List:**
  - Attached
- **Utility Bills**
  - Discussed during Work Session
    - Discussion during Regular Session for those who missed Work Session
  - Example Attached
  - Cost Comparison Attached
- **Rules of Council**
  - Attached for Review
  - Will be introduced as a Resolution at the 01/21/20 Regular Meeting
    - Please note, that meeting day is on a Tuesday due to Martin Luther King Day



## COUNCIL FINANCIAL REPORT SUMMARY NOVEMBER 2019

NOVEMBER Total Revenue General Fund: \$ 9,037.83

OCTOBER Total Expenses General Fund: \$61,409.17

INCOME TAX WITHOLDING ACCOUNT  
REVENUE –NOVEMBER \$115,590.63

Year-To-Date Total Revenue Collected:	\$ 5,726,721.27
Year-To-Date Total Expenses:	\$ 4,805,592.34

### 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.

Respectfully Submitted  
Deborah Watson  
Finance Director

## NET INCOME TAX COLLECTION SUMMARY-2019

CCA - CITY INCOME TAX (INCL REVISIONS, ADJUSTMENTS & OVERHEAD FEES)				
MONTH REVENUE RECEIVED	MONTH COLLECTED FOR	1%	.5%	TOTAL
JANUARY 2019	DECEMBER 2018	70,456.15	34,025.82	104,481.97
FEBRUARY 2019	JANUARY 2019	84,574.75	42,287.39	126,862.14
MARCH 2019	FEBRUARY 2019	63,365.68	30,668.05	94,033.73
APRIL 2019	MARCH 2019	103,235.02	50,528.04	153,763.06
MAY 2019	APRIL 2019	153,906.26	76,953.16	230,859.42
JUNE 2019	MAY 2019	131,296.72	64,933.22	196,229.94
JULY 2019	JUNE 2019	79,898.60	38,617.05	118,515.65
AUGUST 2019	JULY 2019	92,822.74	45,828.85	138,651.59
SEPTEMBER 2019	AUGUST 2019	52,000.20	25,352.92	77,353.12
OCTOBER 2019	SEPTEMBER 2019	93,437.45	46,211.59	139,649.04
NOVEMBER 2019	OCTOBER 2019	73,735.12	36,615.51	110,350.63
DECEMBER 2019	NOVEMBER 2019			0.00
<b>TOTALS</b>		<b>998,728.69</b>	<b>492,021.60</b>	<b>1,490,750.29</b>

### ESTIMATED REVENUE

STATE OF OHIO - MUNICIPAL UTILITY TAX & NET PROFIT TAX (INCL FEES)				
MONTH REVENUE RECEIVED		1%	.5%	TOTAL
JANUARY 2019		0.00	0.00	0.00
FEBRUARY 2019		5,724.56	2,862.27	8,586.83
MARCH 2019		1,487.08	743.55	2,230.63
APRIL 2019		5.72	2.85	8.57
MAY 2019		2,110.07	1,055.03	3,165.10
JUNE 2019		5,461.87	2,730.92	8,192.79
JULY 2019		0.00	0.00	0.00
AUGUST 2019		9,127.30	4,563.64	13,690.94
SEPTEMBER 2019		949.57	474.78	1,424.35
OCTOBER 2019		0.02	0.01	0.03
NOVEMBER 2019		2,360.71	1,180.35	3,541.06
DECEMBER 2019				0.00
<b>TOTALS</b>		<b>27,226.90</b>	<b>13,613.40</b>	<b>40,840.30</b>

<b>MONTHLY TOTAL</b>	<b>76,095.83</b>	<b>37,795.86</b>	<b>113,891.69</b>
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<b>YEAR TO DATE TOTALS</b>	<b>1,025,955.59</b>	<b>505,635.00</b>	<b>1,531,590.59</b>
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# New Carlisle

## Check Report by Check Number

Banks: All  
 Payment Method: Checks, ACH, EFT  
 /endors: 00001 to YMCA  
 Checks: All

Check Dates: 11/1/2019 to 11/30/2019  
 As Of Check Cashed Date: 11/1/2000 to 11/30/2019  
 Include Voids: No

Check Status: Cashed And Outstanding

Check Number	Check Date	Vendor Code	Vendor Name	Check Type	Check Status	Cashed Date	Void Amount	Amount
<b>Bank: Payroll Bank - Payroll Bank</b>								
000000077	11/14/2019	941 IRS TAXES	EFTPS - IRS	EFT	Outstanding		\$0.00	\$9,903.00
000000078	11/25/2019	PERS	Ohio Public Employees Retirement System	EFT	Outstanding		\$0.00	\$16,783.80
000000079	11/25/2019	DAYTON	CITY OF DAYTON	EFT	Outstanding		\$0.00	\$295.00
000000080	11/25/2019	OHT	OHIO TREASURER OF STATE	EFT	Outstanding		\$0.00	\$2,977.50
000000081	11/25/2019	SCHTAX	SCHOOL DISTRICT INCOME TAX	EFT	Outstanding		\$0.00	\$323.30
000000082	11/25/2019	941 IRS TAXES	EFTPS - IRS	EFT	Outstanding		\$0.00	\$10,128.90
000001215	11/14/2019	AUL	AMERICAN UNITED LIFE INS	Check	Outstanding		\$0.00	\$92.80
000001217	11/14/2019	01242	HSA Bank	Check	Outstanding		\$0.00	\$525.80
000001218	11/14/2019	CSPC	OHIO CHILD SUPPORT PAYMENT	Check	Outstanding		\$0.00	\$376.60
000001219	11/14/2019	PEDC	OHIO PUBLIC EMPLOYEES	Check	Outstanding		\$0.00	\$705.00
000001220	11/27/2019	AFLAC	AFLAC OF COLUMBUS	Check	Outstanding		\$0.00	\$84.80
000001221	11/27/2019	UNION	AFSCME OHIO COUNCIL 8 -	Check	Outstanding		\$0.00	\$588.90
000001222	11/27/2019	ALLSTATE	AMERICAN HERITAGE LIFE INSURANCE	Check	Outstanding		\$0.00	\$186.80
000001223	11/27/2019	CCA	CCA - DIVISION OF TAXATION	Check	Outstanding		\$0.00	\$1,783.20
000001224	11/27/2019	HBR TAX	CITY OF HUBER HEIGHTS	Check	Outstanding		\$0.00	\$68.90
000001225	11/27/2019	DISCR	CITY OF NEW CARLISLE	Check	Outstanding		\$0.00	\$198.00
000001226	11/27/2019	SPFD	CITY OF SPRINGFIELD	Check	Outstanding		\$0.00	\$76.90
000001227	11/27/2019	01242	HSA Bank	Check	Outstanding		\$0.00	\$525.80
000001228	11/27/2019	16145	MEDICAL MUTUAL	Check	Outstanding		\$0.00	\$840.70
000001229	11/27/2019	CSPC	OHIO CHILD SUPPORT PAYMENT	Check	Outstanding		\$0.00	\$376.60
000001230	11/27/2019	01094	OHIO INSURANCE SERVICES	Check	Outstanding		\$0.00	\$175.30
000001231	11/27/2019	PEDC	OHIO PUBLIC EMPLOYEES	Check	Outstanding		\$0.00	\$705.00
Payroll Bank - Payroll Bank Total:							\$0.00	\$47,723.30
<b>Bank: 0003 - SNB - GENERAL</b>								
000000025	11/05/2019	00577	THE BRIDGE GROUP	EFT	Outstanding		\$0.00	\$0.00
000000026	11/05/2019	00948	NEW CARLISLE FEDERAL -M/C VISA AC	EFT	Outstanding		\$0.00	\$0.00
000000027	11/05/2019	00621	ARMSTRONG INSTANT PRINT	EFT	Outstanding		\$0.00	\$0.00
000000028	11/07/2019	16022	JOHN DEERE FINANCIAL	EFT	Outstanding		\$0.00	\$0.00
000000029	11/07/2019	01032	HANDYMAN ACE HARDWARE	EFT	Outstanding		\$0.00	\$0.00
000000030	11/07/2019	00043	DAYTON POWER & LIGHT COMPANY	EFT	Outstanding		\$0.00	\$0.00
000000031	11/07/2019	00948	NEW CARLISLE FEDERAL -M/C VISA AC	EFT	Outstanding		\$0.00	\$0.00
000000280	11/07/2019	00318	ACME SPRING INC.	Check	Outstanding		\$0.00	\$1,598.80
000000281	11/07/2019	00442	ADVANCE AUTO PARTS	Check	Outstanding		\$0.00	\$184.90
000000282	11/07/2019	00944	AFSCME CARE PLAN	Check	Outstanding		\$0.00	\$902.00



As Of Check Cashed Date: 11/1900 to 11/30/2019

Check Number	Check Date	Vendor Code	Vendor Name	Check Type	Check Status	Cashed Date	Void Amount	Amount
000002283	11/07/2019	00359	AT&T	Check	Outstanding		\$0.00	\$88.74
000002284	11/07/2019	00973	BARRETT PAVING MATERIALS, INC.	Check	Outstanding		\$0.00	\$918.91
000002285	11/07/2019	16130	BEELIGHTING, INC.	Check	Outstanding		\$0.00	\$93.01
000002286	11/07/2019	16067	BEST EQUIPMENT CO., INC.	Check	Outstanding		\$0.00	\$462.81
000002287	11/07/2019	16253	CARR SUPPLY CO.	Check	Outstanding		\$0.00	\$24.11
000002288	11/07/2019	00170	CINTAS CORPORATION-LOC 002	Check	Outstanding		\$0.00	\$41.11
000002289	11/07/2019	00626	CLARK COUNTY SHERIFF	Check	Outstanding		\$0.00	\$27,777.00
000002290	11/07/2019	16307	DAVID WILES	Check	Outstanding		\$0.00	\$251.00
000002291	11/07/2019	00043	DAYTON POWER & LIGHT COMPANY	Check	Outstanding		\$0.00	\$552.50
000002292	11/07/2019	00051	DELILLE OXYGEN COMPANY	Check	Outstanding		\$0.00	\$263.11
000002293	11/07/2019	01083	EMILY BERNER	Check	Outstanding		\$0.00	\$125.00
000002294	11/07/2019	16091	GREAT AMERICA FINANCIAL SVCS.	Check	Outstanding		\$0.00	\$265.91
000002295	11/07/2019	00739	LAVY ENTERPRISES	Check	Outstanding		\$0.00	\$384.11
000002296	11/07/2019	00016	LOWE'S COMPANIES, INC.	Check	Outstanding		\$0.00	\$17.54
000002297	11/07/2019	00939	MENARDS	Check	Outstanding		\$0.00	\$193.14
000002298	11/07/2019	16287	NOVOPRINT USA, INC.	Check	Outstanding		\$0.00	\$1,795.00
000002299	11/07/2019	00985	OHIO CAT	Check	Outstanding		\$0.00	\$2,286.71
000002300	11/07/2019	00938	OHIO UTILITIES PROTECTION SERV	Check	Outstanding		\$0.00	\$8.00
000002301	11/07/2019	01011	PORTA KLEEN	Check	Outstanding		\$0.00	\$75.00
000002302	11/07/2019	00775	SAFEGUARD BUSINESS SYSTEMS	Check	Outstanding		\$0.00	\$692.31
000002303	11/07/2019	01060	SANDY'S TOWING	Check	Outstanding		\$0.00	\$300.00
000002304	11/07/2019	00577	THE BRIDGE GROUP	Check	Outstanding		\$0.00	\$80.00
000002305	11/07/2019	00504	TIME WARNER CABLE	Check	Outstanding		\$0.00	\$48.01
000002306	11/07/2019	016195	UNITED STATES TREASURY	Check	Outstanding		\$0.00	\$21.01
000002307	11/07/2019	00168	UTILITY SUPPLY OF AMERICA	Check	Outstanding		\$0.00	\$211.71
000002308	11/14/2019	16202	AIRGAS USA, LLC	Check	Outstanding		\$0.00	\$143.21
000002309	11/14/2019	1249	AUTO ZONE, INC	Check	Outstanding		\$0.00	\$150.91
000002310	11/14/2019	16130	BEELIGHTING, INC.	Check	Outstanding		\$0.00	\$48.00
000002311	11/14/2019	00637	COX MEDIA GROUP OHIO, INC	Check	Outstanding		\$0.00	\$333.50
000002312	11/14/2019	00051	DELILLE OXYGEN COMPANY	Check	Outstanding		\$0.00	\$28.31
000002313	11/14/2019	00711	DINKMAR, INC	Check	Outstanding		\$0.00	\$2,200.00
000002314	11/14/2019	01242	HSA Bank	Check	Outstanding		\$0.00	\$2,846.21
000002315	11/14/2019	00557	K E ROSE	Check	Outstanding		\$0.00	\$22.50
000002316	11/14/2019	00016	LOWE'S COMPANIES, INC.	Check	Outstanding		\$0.00	\$90.61
000002317	11/14/2019	00750	MEGACITY FIRE PROTECTION	Check	Outstanding		\$0.00	\$289.81
000002318	11/14/2019	00100	MIAMI PRODUCTS & CHEMICAL CO.	Check	Outstanding		\$0.00	\$294.00
000002319	11/14/2019	00391	OHIO DEPARTMENT OF JOB	Check	Outstanding		\$0.00	\$660.41
000002320	11/14/2019	00433	PURCHASE POWER	Check	Outstanding		\$0.00	\$819.91
000002321	11/14/2019	16115	SuperFleet	Check	Outstanding		\$0.00	\$3,476.60
000002322	11/14/2019	00577	THE BRIDGE GROUP	Check	Outstanding		\$0.00	\$1,050.31
000002323	11/14/2019	00313	VECTREN ENERGY DELIVERY	Check	Outstanding		\$0.00	\$759.61
000002324	11/14/2019	00046	VERIZON WIRELESS	Check	Outstanding		\$0.00	\$1,146.11
000002325	11/21/2019	16050	ALLOWAY	Check	Outstanding		\$0.00	\$1,812.00
000002326	11/21/2019	1249	AUTO ZONE, INC	Check	Outstanding		\$0.00	\$224.91
000002327	11/21/2019	00618	BEST ONE TIRE & SERVICE OF	Check	Outstanding		\$0.00	\$696.20
000002328	11/21/2019	00009	CARGILL INC. SALT DIVISION	Check	Outstanding		\$0.00	\$3,159.11

As Of Check Cashed Date: 11/19/2019 to 11/30/2019

Check Number	Check Date	Vendor Code	Vendor Name	Check Type	Check Status	Cashed Date	Void Amount	Amount
000002329	11/21/2019	00170	CINTAS CORPORATION-LOC 002	Check	Outstanding		\$0.00	\$72.00
000002330	11/21/2019	00637	COX MEDIA GROUP OHIO, INC	Check	Outstanding		\$0.00	\$423.20
000002331	11/21/2019	00043	DAYTON POWER & LIGHT COMPANY	Check	Outstanding		\$0.00	\$12,204.30
000002332	11/21/2019	01052	DINKLER LAW OFFICE, LLC.	Check	Outstanding		\$0.00	\$9,535.30
000002333	11/21/2019	01083	EMILY BERNER	Check	Outstanding		\$0.00	\$125.00
000002334	11/21/2019	16091	GREAT AMERICA FINANCIAL SVCS.	Check	Outstanding		\$0.00	\$239.90
000002335	11/21/2019	16295	HEAVY DUTY TRUCK PARTS	Check	Outstanding		\$0.00	\$878.30
000002336	11/21/2019	16022	JOHN DEERE FINANCIAL	Check	Outstanding		\$0.00	\$561.70
000002337	11/21/2019	00807	NORTHCOAST PRODUCTS	Check	Outstanding		\$0.00	\$413.40
000002338	11/21/2019	00132	OHIO EDISON	Check	Outstanding		\$0.00	\$128.40
000002339	11/21/2019	00274	R.E. SKILLINGS SUPPLIES, INC.	Check	Outstanding		\$0.00	\$36.90
000002340	11/21/2019	00899	RAWDON MYERS INC.	Check	Outstanding		\$0.00	\$776.80
000002341	11/21/2019	00500	RED WING SHOE STORE	Check	Outstanding		\$0.00	\$114.70
000002342	11/21/2019	00880	STUDIO 10	Check	Outstanding		\$0.00	\$185.00
000002343	11/21/2019	00983	T & L CUSTOM SCREENING, INC	Check	Outstanding		\$0.00	\$378.30
000002344	11/21/2019	00577	THE BRIDGE GROUP	Check	Outstanding		\$0.00	\$135.00
000002345	11/21/2019	00034	TREASURER OF STATE OF OHIO	Check	Outstanding		\$0.00	\$4,743.70
000002346	11/21/2019	00057	UPPER VALLEY MEDICAL CENTER	Check	Outstanding		\$0.00	\$1,870.00
000002347	11/21/2019	00046	VERIZON WIRELESS	Check	Outstanding		\$0.00	\$21.10
000002348	11/26/2019	00359	AT&T	Check	Outstanding		\$0.00	\$2,765.00
000002349	11/26/2019	1249	AUTO ZONE, INC	Check	Outstanding		\$0.00	\$361.80
000002350	11/26/2019	00170	CINTAS CORPORATION-LOC 002	Check	Outstanding		\$0.00	\$41.10
000002351	11/26/2019	01129	CLARK COUNTY ENGINEERING	Check	Outstanding		\$0.00	\$2,277.20
000002352	11/26/2019	00135	COLUMBIA GAS OF OHIO	Check	Outstanding		\$0.00	\$37.70
000002353	11/26/2019	00043	DAYTON POWER & LIGHT COMPANY	Check	Outstanding		\$0.00	\$121.70
000002354	11/26/2019	00139	DONNELSON MCCARTHY ENT.	Check	Outstanding		\$0.00	\$74.90
000002355	11/26/2019	00025	EJ PRESCOTT, INC.	Check	Outstanding		\$0.00	\$1,487.70
000002356	11/26/2019	16022	JOHN DEERE FINANCIAL	Check	Outstanding		\$0.00	\$154.90
000002357	11/26/2019	00557	K E ROSE	Check	Outstanding		\$0.00	\$173.50
000002358	11/26/2019	16166	MAZANEC, RASKIN & RYDER CO., L.P.A.	Check	Outstanding		\$0.00	\$4,840.80
000002359	11/26/2019	16145	MEDICAL MUTUAL	Check	Outstanding		\$0.00	\$16,978.90
000002360	11/26/2019	01101	RICOH USA, INC.	Check	Outstanding		\$0.00	\$64.00
000002361	11/26/2019	00113	STANDARD INSURANCE COMPANY	Check	Outstanding		\$0.00	\$90.10
000002362	11/26/2019	16308	TELEFLEX LLC	Check	Outstanding		\$0.00	\$562.50
000002363	11/26/2019	00504	TIME WARNER CABLE	Check	Outstanding		\$0.00	\$340.20
000002364	11/27/2019	01030	PETERSON CONSTRUCTION COMPANY	Check	Outstanding		\$0.00	\$24,448.00
2003 - SNB - GENERAL Total:							\$0.00	\$147,581.60
Grand Total:							\$0.00	\$195,304.90



# New Carlisle

## Statement of Cash from Revenue and Expense

From: 1/1/2019 to 11/30/2019

Funds: 101 to 999

Include Inactive Accounts: No

Fund	Description	Beginning Balance	Net Revenue YTD	Net Expense YTD	Unexpended Balance	Encumbrance YTD	Ending Balance	Message
101	GENERAL	\$958,282.68	\$656,309.40	\$1,170,694.62	\$443,897.46	\$37,574.70	\$406,322.76	
201	STREET CONSTRUCTION	\$68,285.67	\$255,730.73	\$205,392.46	\$118,623.94	\$6,370.84	\$112,253.10	
202	STATE HIGHWAY	\$91,624.53	\$29,553.51	\$15,944.13	\$105,233.91	\$2,308.73	\$102,925.18	
203	ST. PERM TAX	\$13,048.02	\$58,414.29	\$55,954.79	\$15,507.52	\$637.88	\$14,869.64	
204	STREET IMPROVEMNT LEVY FUND	\$44,265.87	\$133,148.22	\$106,279.66	\$71,134.43	\$18,633.85	\$52,500.58	
212	EMERGENCY AMB CAP EQUIP	\$165,090.80	\$190,415.96	\$2,666.89	\$352,839.87	\$0.00	\$352,839.87	
213	EMERGENCY AMB OPERATING	\$187,369.13	\$731,705.03	\$673,730.05	\$245,344.11	\$26,453.16	\$218,890.95	
214	FIRE CAP EQUIP LEVY FUND	\$180,693.27	\$66,573.97	\$128,897.56	\$118,369.68	\$0.00	\$118,369.68	
215	FIRE OPERATING LEVY FUND	\$186,634.82	\$123,875.12	\$110,407.54	\$200,102.40	\$19,893.12	\$180,209.28	
219	CDBG/ECONOMIC LOAN	\$21,564.81	\$0.00	\$21,564.81	\$0.00	\$0.00	\$0.00	
225	HEALTH LEVY FUND	\$1,576.70	\$63,701.71	\$54,502.03	\$10,776.38	\$0.00	\$10,776.38	
230	FEDERAL COPS PROGRAM	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
240	FEMA GRANT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
250	0.5% POLICE INCOME TAX	\$398,218.59	\$160,224.83	\$312,582.00	\$245,861.42	\$4,617.48	\$241,243.94	
301	GENERAL BOND RETIREMENT	\$10,691.83	\$102,393.01	\$53,677.65	\$59,407.19	\$0.00	\$59,407.19	
302	TWIN CREEKS INFRASTRUCT BONDS	\$309,525.25	\$86,743.00	\$78,817.00	\$317,451.25	\$0.00	\$317,451.25	
400	COMMUNITY CENTER	\$0.77	\$0.00	\$0.00	\$0.77	\$0.00	\$0.77	
410	NEW CARLISLE BIKEWAY PROJECT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
411	NEW CARLISLE BIKEWAY PHASE 2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
415	SR235 WIDENING PROJECT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
420	SMITH PARK IMPROVEMENTS PROJ	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
450	YMCA EXTENSION PROJECT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
460	WATER PLANT IMPROV PROJECT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
470	NORTH UTILITIES EXTENSION PROJ	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
471	NRTH UTILITY EXTENSION PHASE 2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
480	WASTEWATER PLANT IMPROVE PROJ	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
501	WATER REVENUE FUND	\$154,766.87	\$889,312.58	\$676,114.41	\$367,965.04	\$57,239.32	\$310,725.72	
502	WASTEWATER	\$430,706.16	\$754,760.45	\$859,615.95	\$325,850.66	\$36,490.89	\$289,359.77	
505	SWIMMING POOL	\$6,123.43	\$129,941.60	\$111,560.13	\$24,504.90	\$98.33	\$24,406.57	
510	CEMETERY FUND	\$69,442.95	\$49,541.45	\$52,724.22	\$66,260.18	\$8,088.39	\$58,171.79	
550	WATERWORKS CAPITAL IMPROVEMENT	\$16,799.96	\$4,273.00	\$0.00	\$21,072.96	\$0.00	\$21,072.96	



# Statement of Cash from Revenue and Expense

From: 1/1/2019 to 11/30/2019

Fund	Description	Beginning Balance	Net Revenue YTD	Net Expense YTD	Unexpended Balance	Encumbrance YTD	Ending Balance	Message
551	WATER METER UPGRADE	\$101.80	\$0.00	\$0.00	\$101.80	\$0.00	\$101.80	
560	WASTEWATER CAPITAL IMPROVEMENT	\$12,744.48	\$0.00	\$8,000.00	\$4,744.48	\$0.00	\$4,744.48	
561	WASTEWATER EQUIPMENT REPL FUND	\$12,520.37	\$5,275.00	\$12,520.37	\$5,275.00	\$0.00	\$5,275.00	
562	WASTEWATER CAPI/CONTINGENCY	\$1,782.32	\$0.00	\$3,927.63	(\$2,145.31)	\$0.00	(\$2,145.31)	
563	WASTEWATER CONSTRUCTION ACCT	\$4,810.19	\$0.00	\$0.00	\$4,810.19	\$0.00	\$4,810.19	
705	CEMETERY PERPETUAL CARE	\$144,729.08	\$2,985.08	\$1,000.00	\$146,714.16	\$0.00	\$146,714.16	
710	INCOME TAX HOLDING ACCOUNT	(\$10.00)	\$1,133,016.76	\$0.00	\$1,133,006.76	\$0.00	\$1,133,006.76	
802	SPECIAL ASSESSMENT/ST LIGHTING	\$56,738.10	\$98,826.57	\$89,018.44	\$66,546.23	\$0.00	\$66,546.23	
805	TWIN CREEKS ASSESSMENT/INFRSTR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
999	Payroll Clearing Fund	\$68.54	\$1,507,097.89	\$1,507,135.48	\$30.95	\$0.00	\$30.95	
Grand Total:		\$3,548,196.99	\$7,233,819.16	\$6,312,727.82	\$4,469,288.33	\$218,406.69	\$4,250,881.64	



To: Mr. Bridge, City Manager  
From: Howard Kitko, Service Director  
Date: December 16, 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. Council given City crew estimate.
- Leaf Pick-up season is coming to a close for curb side pick-up. Section D (Southeast) will be the last curb-side collection, during the week of December 16<sup>th</sup>. All other leaves will need to be taken to the old School at 600 W. Madison until December 24<sup>th</sup>. Also, leaves may be put in your Trash toter. Do not use the recycling toter for leaves.

**2019 Wastewater Plant Influent Building Upgrade:**

- Peterson Construction was awarded the contract. Equipment is on sight and being installed. 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. Initial down payment has been sent for the Clarifier.

**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.



City of New Carlisle  
City Council Meeting  
12-16-2019  
Fire-EMS Report

- In the Month of November the New Carlisle Fire Division responded to 63 EMS call in the City and 08 in Elizabeth Township.
- The Division responded to 12 Fire related calls in the City and 0 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 1 mutual aid EMS calls for Pike Township and 2 for Bethel Clark.
- In the Month of November the Division responded to 2 Overdose calls,

Steven Trusty  
Fire Chief  
City of New Carlisle



# New Carlisle Fire Division

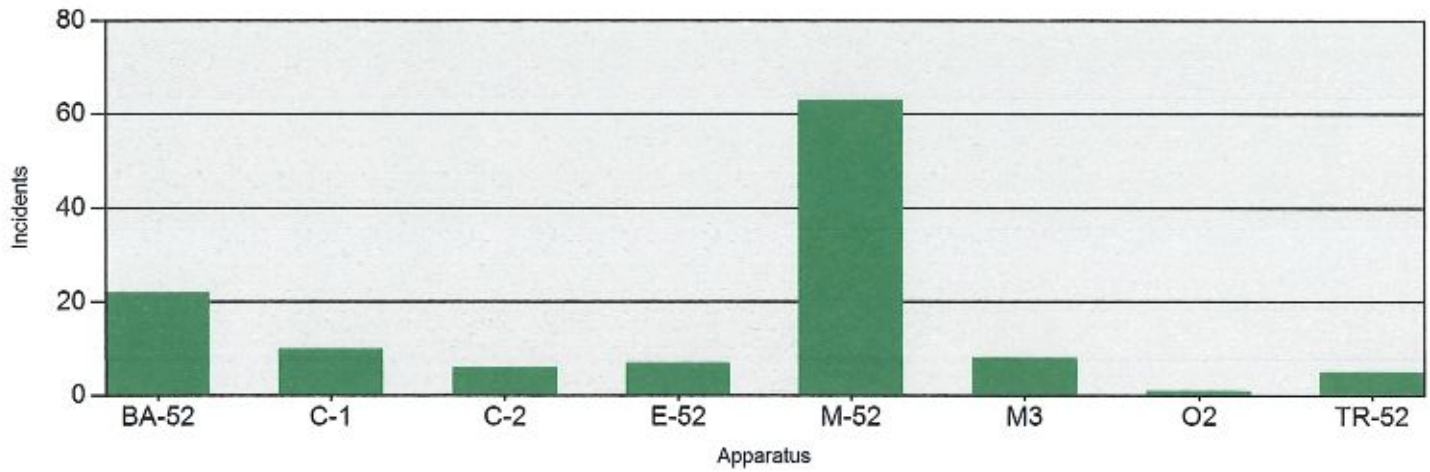
New Carlisle, OH

This report was generated on 12/3/2019 3:25:44 PM



## Incident Count per Apparatus for Date Range

Start Date: 11/01/2019 | End Date: 11/30/2019



APPARATUS	# of INCIDENTS
BA-52	22
C-1	10
C-2	6
E-52	7
M-52	63
M3	8
O2	1
TR-52	5

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

# New Playground Equipment @ Smith Park

## **Swing Set with Swing Along**

- Multigenerational Swing Along features face-to-face seats: one for children under 5 and one for a sibling, parent or caregiver
  - Deeper seat with chain suspension in front of toddler provides more support and multiple, easy handholds
  - Promotes social, emotional, visual, vestibular, proprioceptive, and language development
- Will feature two (2) standard belt set swings and one (1) swing along.
  - For image reference below, the swing along will replace two belt seat swings
- Will expand footprint of playground adjacent to Shelter House



Swing Along

**Installation begins soon!**

### Cost Breakdown

Total Investment - \$11,654

Grant Portion - \$2,925 (25%)

City Portion - \$8,729 (75%)

\*Includes Swing Set Frames, 2 Swings, 1 Swing Along, Wood Fiber Safety Surfacing, Border Timbers, and Installation.



## 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 Magazine	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
<b>Total</b>				<b>\$12,132.47</b>

Name			Service Address		Account Number
SCHMELTZER, SCOTT P.			913 SO. 4TH ST.		103-00387-02
Service Dates			Bill Date		Due Date
From	To	# Days			
12/12/18	01/15/19	34	01/30/19		02/10/19
Current Reading	Previous Reading	Current Usage	Previous Usage	2 Months Prv Usage	Account Class
48	48	0	2	4	01

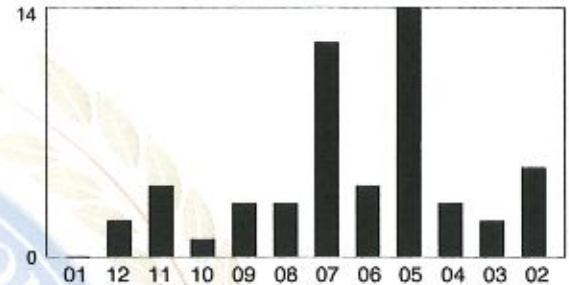
WATER  
SEWER  
GARBAGE  
ADMIN  
FIRE FEE  
FLOOD  
STORM  
MUNI SFY  
EC DEV

6.44  
8.49  
11.50  
2.50  
6.90  
5.00  
4.30  
15.64  
1.50

CURRENT CHARGE  
TOTAL AMOUNT DUE

62.27  
62.27

## WATER



PAYMENT PLAN CUSTOMERS ADD PAYMENT PLAN AMOUNT TO CURRENT CHARGE.

You can pay by phone 24/7 (844) 242-8323

THE CITY DOES NOT TAKE PARTIAL PAYMENTS.  
PAYMENTS MAY BE MADE BY USING THE DEPOSITORY LOCATED ON VERNON STREET.  
IF PREVIOUS BALANCE HAS BEEN PAID DEDUCT IF FROM TOTAL DUE.  
YOU CAN REGISTER ONLINE FOR PAPERLESS BILLING.

Due Date: 02/10/19  
Amount Due With Penalty: \$64.19

The Division of Water sends out bills as a matter of convenience to the owner or water consumer, and failure to receive same will not relieve anyone of the responsibility for prompt payment.

OFFICE HOURS M-F 8:00 AM TO 4:00 PM  
740-532-3353

**In Accordance with Section 4.2 Utility Shutoff:** If charges for water service are not paid within fifteen (15) days after the due date thereof, such water service shall be discontinued. In addition to the 10% penalty, those disconnect and reconnect charges appearing in Section 2 shall be paid before water is reconnected. If a check used for payment following a shut-off notice is returned for insufficient funds, that service shall be shut-off immediately without further notice.

ONLINE BILL PAY  
[www.ironton-ohio.com](http://www.ironton-ohio.com)

### CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS

Please return this portion with your payment.

**FINAL BILL**

**FINAL BILL**



City of Ironton  
Dept. of Public Utilities  
301 South 3rd St.  
P.O. Box 704  
Ironton, OH 45638

Service Address 913 SO. 4TH ST.  
Account Number: 103-00387-02  
Due Date: 02/10/19  
Total Amount Due: \$62.27  
Amount Due After 02/10/19: \$64.19

There will be a charge on all returned checks.  
Please return this portion with your payment.



035054



SCHMELTZER, SCOTT P.  
115 MINNESOTA ST W APT 208  
CANNON FALLS MN 55009-1553

3984

### REMIT PAYMENT TO:

City of Ironton  
Dept. of Public Utilities  
P.O. Box 704  
Ironton, OH 45638





## Utility Bill Cost Comparison

Fees and Man-Hour Elimination		
Cass Support	\$	546.00
Burster Maintenance	\$	100.00
Printronix Printer		
Maintenance	\$	1,303.00
Green Bar Paper	\$	368.75
Ribbon	\$	485.76
Omni Printer		
Maintenance	\$	586.96
Ribbon	\$	119.93
Man Hours		
Travel to Tipp	\$	37.00
Bursting Bills	\$	27.75
	\$	<u>3,575.15</u>

Fee Increases		
Bills	\$	360
Postage	\$	4,476
	\$	<u>4,836</u>

Total Increase			
Fee Increases	\$	4,836	
Fee Elimination	\$	3,575	
	\$	<b>1,261</b>	Per Year
	\$	<b>105.07</b>	Per Month

Bills		
Current (Postcard)	\$	1,800.00 Yearly
New (Folded in Envelope)	\$	2,160.00 Yearly
	\$	<u>360.00</u>

Postage		
Current @ .28 x 2900 x 12	\$	9,744.00 Yearly
New @ .395 x 2900 x 12	\$	14,220.00 Yearly
	\$	<u>4,476.00</u>

Item	In-House	Contract
Fees & Man-Hour Reduction	\$ 3,575.15	\$ -
Bills	\$ 1,800.00	\$ 2,160.00
Postage	\$ 9,744.00	\$ 14,220.00
	<b>\$ 15,119.15</b>	<b>\$ 16,380.00</b>
Difference	\$ 1,260.86	Yearly
	\$ 105.07	Monthly

**FINAL**  
**Revised 01/20/04**  
**Reviewed 01/04/10**  
**Reviewed 01-17-12**  
**Revised 01-06-14**  
**Revised 3/8/18 via Res 18-03R**  
**Revised 5/21/18 via Res 18-08R**  
**Revised via Res 19-03R**

## **RULES OF COUNCIL CITY OF NEW CARLISLE, OHIO**

### **SECTION I: MEETINGS**

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

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

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

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

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

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

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

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

### **SECTION III: AGENDA**

- A.** The Clerk of Council, in conjunction with the City Manager, the Law Director and the Council, shall prepare and distribute the meeting agenda, listing the items for discussion and the order of business for the meeting.



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

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

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

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

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

## **SECTION VI. MEETING PROCEDURE**

The order of business by the Council shall be:

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

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

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

## **SECTION VII: VOTING**

### **A. Quorum**

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

### **B. Absences**

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

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

### **C. Voting Procedure**

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

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

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

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

D. Voting on Suspension of Rules

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

E. Dissent from Majority Opinion

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

F. Reconsideration

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

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

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

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

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

## **SECTION VIII: SPEAKING REGULATIONS**

- A. Each Council Member and person addressing Council during the legislative agenda shall make every effort to confine his or her discussion to the question under debate. Members of Council and members of the audience shall be limited to five (5) minutes and shall not speak more than once on any subject.
- B. Comments from persons in the audience should be addressed to the Presiding Officer, not to proponents or opponents of any issue, not to city staff, and not to other members of the audience.



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

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

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

## **SECTION IX: LEGISLATION**

### **A. Drafting**

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

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

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

### **C. Motions of Council**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **SECTION XIV: AMENDMENT TO RULES**

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



## RESOLUTION 19-20R

### A RESOLUTION PROVIDING FOR THE PERMANENT TRANSFER OF FUNDS FROM THE GENERAL FUND TO THE SWIMMING POOL FUND AND DEBT SERVICE FUND OF THE CITY OF NEW CARLISLE

**WHEREAS**, sections 5705.14, 5705.15, and 5705.16 of the Ohio Revised Code provide procedures for the legal transfer of funds; and

**WHEREAS**, legal transfers of funds by resolution are intended as a means of providing additional revenues to certain other funds that are in a surplus or negative fund balance status; and

**WHEREAS**, as part of the City's budgetary process, fund transfers from the City's General Fund to certain other funds were discussed in public meetings, and were included in the detailed appropriations presented to City Council and attached to City Ordinance 19-04; and

**WHEREAS**, the City Finance Director has determined the necessity to perform a transfer of funds from the City's General Fund from certain other funds in order to prevent deficit fund balance and/or clear inactive fund balances.

#### **NOW, THEREFORE, THE CITY OF NEW CARLISLE HEREBY RESOLVES:**

**SECTION 1.** To permanently transfer funds to the City's General Fund from various other City funds, in the amounts as indicated below:

<u>Fund</u>	<u>Description</u>	<u>Transfer-Out</u>	<u>Transfer-In</u>
<b>General Fund</b>			
101	General Fund	\$ 207,662	\$ -
<b>Enterprise Fund</b>			
505	Swimming Pool	\$ -	\$ 40,000
<b>Debt Service</b>			
301	General Obligation Debt	\$ -	\$ 95,738
302	Twin Creeks Infrastructure	\$ -	\$ 71,923
<b>Total All Funds</b>		<u>\$ 207,662</u>	<u>\$ 207,662</u>

**SECTION 2.** The Finance Director is hereby authorized and directed to enter the foregoing transactions upon the books and accounts of the City of New Carlisle.

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

\_\_\_\_\_  
Emily Berner, Clerk of Council

\_\_\_\_\_  
Mike Lowrey, Mayor

1st \_\_\_\_\_

APPROVED AS TO FORM:

2nd: \_\_\_\_\_

\_\_\_\_\_  
Jacob M. Jeffries, DIRECTOR OF LAW

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: 12/16/19

Action: 12/16/19

Effective: 12/31/19

## RESOLUTION 19-21R

### A RESOLUTION PROVIDING FOR THE PERMANENT TRANSFER OF FUNDS FROM THE WATER FUND TO THE GENERAL FUND OF THE CITY OF NEW CARLISLE

**WHEREAS**, sections 5705.14, 5705.15, and 5705.16 of the Ohio Revised Code provide procedures for the legal transfer of funds; and

**WHEREAS**, legal transfers of funds by resolution are intended as a means of providing additional revenues to certain other funds that are in a surplus or negative fund balance status; and

**WHEREAS**, as part of the City's budgetary process, fund transfers to the City's General Fund from certain other funds were discussed in public meetings, and were included in the detailed appropriations presented to City Council and attached to City Ordinance 19-04; and

**WHEREAS**, the City Finance Director has determined the necessity to perform a transfer of funds from the City's General Fund from certain other funds in order to prevent deficit fund balance and/or clear inactive fund balances.

### **NOW, THEREFORE, THE CITY OF NEW CARLISLE HEREBY RESOLVES:**

SECTION 1. To permanently transfer funds from the City's Water Fund to the General Fund, in the amounts as indicated below:

<u>Fund</u>	<u>Description</u>	<u>Transfer-Out</u>	<u>Transfer-In</u>
<b>General Fund</b>			
101-0000-41910	General Fund loaned the Water Fund \$115,500 for first year of		
Water Tower Program Reimbursement	Tower Maintenance Program In 2018	\$ -	\$ 28,875.00
<b>Enterprise Fund</b>			
501-5300-5500	Repayment of Water Tower Maintenance Program (Payment 1		
Water Operating - Capital	of 4 - Remaining payments in 2020, 2021, & 2022)	\$ 28,875.00	\$ -
<b>Total All Funds</b>		<u>\$ 28,875.00</u>	<u>\$ 28,875.00</u>

SECTION 2. The Finance Director is hereby authorized and directed to enter the foregoing transactions upon the books and accounts of the City of New Carlisle.

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

\_\_\_\_\_  
Emily Berner, Clerk of Council

\_\_\_\_\_  
Mike Lowrey, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Jacob M. Jeffries, DIRECTOR OF LAW

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

	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

## **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](http://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](mailto: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 Clark", written over a horizontal line.

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 1<sup>st</sup>, 2020
- \$ 9,915.15      Due Aug 1<sup>st</sup>, 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 Hopkins	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](mailto: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

---

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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 \_\_\_\_\_

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

## 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.*

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- (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: \_\_\_\_\_
- |                  |             |
|------------------|-------------|
| <i>Signature</i> | <i>Date</i> |
|------------------|-------------|
- 

**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: \_\_\_\_\_
6. Finance Director: \_\_\_\_\_
- |                  |             |
|------------------|-------------|
| <i>Signature</i> | <i>Date</i> |
| <i>Signature</i> | <i>Date</i> |

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 19-49

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 1<sup>st</sup> day of January, 2020, and shall terminate on the 31<sup>st</sup> 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**

<b>SALARY EXPENSES</b>		<b>Deputy</b>
<b>SALARY</b>	\$	63,856.00
<b>SICK PAY OUT</b>	\$	2,456.00
<b>OVERTIME (4% SALARY)</b>	\$	2,554.24
<b>TOTAL</b>	\$	68,866.24
<b>BENEFIT EXPENSES</b>		
<b>PERS</b>	\$	12,464.79
<b>MEDICARE</b>	\$	998.56
<b>WORKER'S COMP</b>	\$	1,205.16
<b>LIFE INSURANCE</b>	\$	45.60
<b>DENTAL INSURANCE</b>	\$	218.64
<b>HEALTH INS FAMILY</b>	\$	25,045.56
<b>UNIFORM ALLOWANCE</b>	\$	900.00
<b>LIABILITY INSURANCE</b>	\$	670.00
<b>TOTAL BENEFITS</b>	\$	41,548.31
<b>TOTAL PER DEPUTY</b>	\$	110,414.55
<b>TOTAL FOR FIVE DEPUTIES</b>	\$	552,072.75
<b>COUNCIL MEETING FEE</b>	\$	1,300.00
<b>TOTAL</b>	\$	553,372.75

**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.

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 **\$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.**

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

In compliance with ORC § 125.111

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

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

**This Agreement shall become effective on the 1<sup>st</sup> day of January, 2020, and shall terminate on the 31<sup>st</sup> 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**

<b>SALARY EXPENSES</b>		<b>Deputy</b>
<b>SALARY</b>	\$	63,856.00
<b>SICK PAY OUT</b>	\$	2,456.00
<b>OVERTIME (4% SALARY)</b>	\$	2,554.24
<b>TOTAL</b>	\$	68,866.24
<b>BENEFIT EXPENSES</b>		
<b>PERS</b>	\$	12,464.79
<b>MEDICARE</b>	\$	998.56
<b>WORKER'S COMP</b>	\$	1,205.16
<b>LIFE INSURANCE</b>	\$	45.60
<b>DENTAL INSURANCE</b>	\$	218.64
<b>HEALTH INS FAMILY</b>	\$	25,045.56
<b>UNIFORM ALLOWANCE</b>	\$	900.00
<b>LIABILITY INSURANCE</b>	\$	670.00
<b>TOTAL BENEFITS</b>	\$	41,548.31
<b>TOTAL PER DEPUTY</b>	\$	110,414.55
<b>TOTAL FOR FOUR DEPUTIES</b>	\$	441,658.20
<b>COUNCIL MEETING FEE</b>	\$	1,300.00
<b>TOTAL</b>	\$	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: \_\_\_\_\_

## ORDINANCE 19-51E

### 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 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.

<u>Fund</u>	<u>Description</u>	<u>Increase</u> <u>Appropriations</u>	<u>Reason</u>
Enterprise 505	Swimming Pool		
	505-3400-51100	\$ 6,000.00	Wages
	505-3400-51130	\$ 50.00	Medicare
	505-3400-51140	\$ 250.00	OPERS
Total Increase to 505		<u>\$ 6,300.00</u>	

**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

APPROVED AS TO FORM:

\_\_\_\_\_  
Jake Jeffries, DIRECTOR OF LAW

\_\_\_\_\_  
Emily Berner, CLERK

1st \_\_\_\_\_

2cd: \_\_\_\_\_

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

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

## **ORDINANCE 19-52E**

### **AN ORDINANCE ESTABLISHING TEMPORARY APPROPRIATIONS FOR FISCAL YEAR 2020, AND DECLARING AN EMERGENCY**

**WHEREAS**, there will be a period of time between the end of fiscal year 2019 and the approval of the annual appropriations measure for fiscal year 2020; and

**WHEREAS**, Ohio Revised Code Section 5705.38, Annual appropriation measure, allows for the passage of temporary appropriations to meet the ordinary expenses of the City until passage of the Annual Appropriations Measure; and

**WHEREAS**, the Annual Appropriations Measure must be passed before March 31, 2020; and

**WHEREAS**, the City Council desires a smooth transition from fiscal year 2019 to fiscal year 2020.

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

Section 1. The following amounts in the attached Exhibit "A" be, and the same hereby are, established in the corresponding funds as temporary appropriations for fiscal year 2020:

Section 2. The Finance Director is hereby authorized and directed to enter the foregoing temporary appropriations upon the books and accounts of the City of New Carlisle for fiscal year 2020.

Section 3. Due to pending expenses that will occur in 2020 and the necessity for the City to have funds to expend, 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: 12/16/19

Action: 12/16/19

Effective: 12/16/19



## 2020 TEMPORARY APPROPRIATIONS

CODE/FUND DEPARTMENT/PURPOSE	Amounts
<b>I. 101 - GENERAL FUND</b>	
1100 - CITY COUNCIL	
Personnel Service	\$60,300
Training, Travel, & Transportation	\$1,500
Contractual	\$3,500
Materials & Supplies	\$3,000
Capital Outlay	\$2,500
Miscellaneous	\$1,000
<i>City Council Total:</i>	<u>\$71,800</u>
1300 - CITY MANAGER	
Personnel Service	\$147,020
Training, Travel, & Transportation	\$3,000
Contractual	\$3,550
Materials & Supplies	\$3,350
Capital Outlay	\$5,000
Miscellaneous	\$1,000
<i>City Manager Total:</i>	<u>\$162,920</u>
1400 - FINANCE	
Personnel Service	\$258,600
Training, Travel, & Transportation	\$5,000
Contractual	\$153,000
Materials & Supplies	\$17,500
Capital Outlay	\$20,000
Miscellaneous	\$46,000
<i>Finance Total:</i>	<u>\$500,100</u>
1500 - PLANNING	
Personnel Service	\$29,935
Training, Travel, & Transportation	\$0
Contractual	\$6,000
Materials & Supplies	\$1,400
Capital Outlay	\$3,000
Miscellaneous	\$1,000
<i>Planning Total:</i>	<u>\$41,335</u>

<hr/> 1600 - LAW DIRECTOR <hr/>	
Contractual	\$80,000
<i>Law Director Total:</i>	<hr/> \$80,000
<hr/> 1800 - PARKS <hr/>	
Personnel Service	\$72,450
Contractual	\$26,150
Materials & Supplies	\$4,900
Capital Outlay	\$82,000
Miscellaneous	\$2,500
<i>Parks Total:</i>	<hr/> \$188,000
<hr/> 1900 - SPECIAL EVENTS <hr/>	
Miscellaneous	\$20,000
<i>Special Events Total:</i>	<hr/> \$20,000
<hr/> 2000 - LANDS & BUILDINGS <hr/>	
Personnel Service	\$0
Contractual	\$97,440
Materials & Supplies	\$1,500
Capital Outlay	\$200,000
Miscellaneous	\$1,500
<i>Lands &amp; Buildings Total:</i>	<hr/> \$300,440
<hr/> 2400 - MISCELLANEOUS <hr/>	
Training, Travel, & Transportation	\$500
Contractual	\$84,700
Materials & Supplies	\$3,500
Miscellaneous	\$12,500
<i>Miscellaneous Total:</i>	<hr/> \$101,200
<hr/> 2500 - TRANSFERS <hr/>	
Transfers	\$207,662
<i>Transfers Totals</i>	<hr/> \$207,662
<b>General Fund Total:</b>	<hr/> <b><u>\$1,673,457</u></b>

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## II. SPECIAL REVENUE FUNDS

CODE/FUND DEPARTMENT/PURPOSE	Amounts
<hr/>	
201 - STREET CONSTRUCTION	
Personnel Service	\$200,250
Training, Travel, & Transportation	\$1,000
Contractual	\$26,500
Materials & Supplies	\$18,750
Capital Outlay	\$5,000
Debt Service	\$5,681
Miscellaneous	\$1,000
<i>Street Construction Total:</i>	<i>\$258,181</i>
<hr/>	
202 - STATE HIGHWAY	
Contractual	\$5,500
Materials & Supplies	\$13,000
Miscellaneous	\$1,000
<i>State Highway Total:</i>	<i>\$19,500</i>
<hr/>	
203 - STREET PERMISSIVE TAX	
Personnel Service	\$73,550
<i>Street Permissive Tax Total:</i>	<i>\$73,550</i>
<hr/>	
204 - STREET IMPROVEMENT LEVY	
Contractual	\$130,000
Miscellaneous	\$1,000
<i>Street Improvement Levy Total:</i>	<i>\$131,000</i>
<hr/>	
212 - EMERGENCY AMBULANCE CAPITAL	
Contractual	\$600
Capital	\$95,000
<i>Emergency Ambulance Capital Total:</i>	<i>\$95,600</i>
<hr/>	
213 - EMERGENCY AMBULANCE OPERATING	
Personnel Service	\$630,010
Training, Travel, & Transportation	\$3,500
Contractual	\$97,850
Materials & Supplies	\$29,000
Capital Outlay	\$100,000
Miscellaneous	\$1,000
<i>Emergency Ambulance Operating Total:</i>	<i>\$861,360</i>



CODE/FUND DEPARTMENT/PURPOSE	Amounts
<hr/>	
214 - FIRE CAPITAL EQUIPMENT	
Contractual	\$1,200
Capital	\$100,000
Debt Service	\$40,110
<i>Fire Capital Equipment Total:</i>	<i>\$141,310</i>
215 - FIRE OPERATING	
Personnel Service	\$98,210
Training, Travel, & Transportation	\$3,500
Contractual	\$65,950
Materials & Supplies	\$16,500
Capital Outlay	\$45,000
Miscellaneous	\$1,000
<i>Fire Operating Total:</i>	<i>\$230,160</i>
219 - CDBG/ECONOMIC LOAN	
Prentice Repayment	\$21,565
<i>CDBG/Economic Loan Total:</i>	<i>\$21,565</i>
225 - HEALTH LEVY	
Contractual	\$65,812
<i>Health Levy Total:</i>	<i>\$65,812</i>
250 - 0.5% Police Levy	
Contractual	\$457,736
Materials & Supplies	\$19,000
Capital Outlay	\$70,500
<i>0.5% Police Levy Total:</i>	<i>\$547,236</i>
802 - Street Lighting	
Contractual	\$104,000
<i>Street Lighting Total:</i>	<i>\$104,000</i>
<b>SPECIAL REVENUE FUND TOTAL:</b>	<b><u>\$2,549,274</u></b>

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### III. DEBT SERVICE FUNDS

CODE/FUND DEPARTMENT/PURPOSE	Amounts
<hr/>	
301 - General Bond Retirement	
Contractual	\$150
Debt Service	\$106,800
<i>General Bond Retirement Total:</i>	<i>\$106,950</i>
302 - Twin Creeks Infrastructure Bond Retirement	
Contractual	\$750
Debt Service	\$90,000
<i>Twin Creeks Infrastructure Bond Retirement Total:</i>	<i>\$90,750</i>
<b><i>DEBT SERVICE FUNDS TOTAL:</i></b>	<b><i><u>\$197,700</u></i></b>

### IV. ENTERPRISE FUNDS

501 - Water Operating	
Personnel Service	\$200,000
Training, Travel, & Transportation	\$1,250
Contractual	\$100,000
Materials & Supplies	\$88,000
Capital Outlay	\$180,000
Debt Service	\$254,517
Miscellaneous	\$3,500
<i>Water Operating Total:</i>	<i>\$827,267</i>

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CODE/FUND DEPARTMENT/PURPOSE	Amounts
<hr/>	
502 - Wastewater Operating	
Personnel Service	\$203,500
Training, Travel, & Transportation	\$1,250
Contractual	\$250,750
Materials & Supplies	\$32,917
Capital Outlay	\$400,000
Debt Service	\$85,998
Miscellaneous	\$1,500
	<hr/>
<i>Wastewater Operating Total:</i>	\$975,915
<hr/>	
505 - SWIMMING POOL	
Personnel Service	\$15,000
Training, Travel, & Transportation	\$500
Contractual	\$21,500
Materials & Supplies	\$22,000
Capital Outlay	\$15,000
Miscellaneous	\$1,000
	<hr/>
<i>Swimming Pool Total:</i>	\$75,000
<hr/>	
510 - CEMETERY	
Personnel Service	\$39,750
Training, Travel, & Transportation	\$250
Contractual	\$11,000
Materials & Supplies	\$8,000
Capital Outlay	\$15,000
Miscellaneous	\$1,000
	<hr/>
<i>Cemetery Total:</i>	\$75,000
<hr/>	
<b>ENTERPRISE FUNDS TOTAL:</b>	<b><u>\$1,953,182</u></b>

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## V. CAPITAL PROJECTS FUND

CODE/FUND DEPARTMENT/PURPOSE	Amounts
<hr/>	
560 - WASTEWATER CAPITAL EQUIPMENT	
Capital Outlay	\$8,000
<i>Wastewater Capital Equipment Total:</i>	\$8,000
	<hr/>
<b>CAPITAL PROJECTS FUND TOTAL:</b>	<b>\$8,000</b>

## VI. TRUST & AGENCY FUND

705 - CEMETERY PERPETUAL CARE	
Materials & Supplies	\$1,000
<i>Cemetery Perpetual Care Total:</i>	\$1,000
	<hr/>
<b>TRUST &amp; AGENCY FUND TOTAL:</b>	<b>\$1,000</b>
	<hr/>
<b>ALL FUNDS TOTAL:</b>	<b>\$6,382,613</b>

**ORDINANCE 19-53**

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN  
AGREEMENT FOR PROFESSIONAL ACCOUNTING AND CONSULTING SERVICES

**WHEREAS**, the services of a professional accounting and consulting firm are necessary to prepare basic financial statements associated with the annual audit; and

**WHEREAS**, a proposal has been received from Kennedy Cottrell Richards; and

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

SECTION 1. That the City Manager be, and hereby is, authorized to enter an agreement, here attached, on behalf of the City of New Carlisle with Kennedy Cottrell Richards for basic financial statement preparation associated with the annual audit.

SECTION 2. This agreement will be for calendar years 2019 and 2020 with a total cost not to exceed \$12,000 for each year.

SECTION 3. By a two-year agreement, this would save the City \$1,000 in 2019 and an additional \$1,000 in 2020.

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

\_\_\_\_\_  
Mike Lowrey, MAYOR

\_\_\_\_\_  
Emily Berner, Clerk of Council

APPROVED AS TO FORM:

\_\_\_\_\_  
Jacob M. Jeffries, DIRECTOR OF LAW

Intro: 12/18/19

Action: 01/06/19

Effective: 01/21/19

**Technical Proposal  
for  
City of New Carlisle  
for  
Professional Accounting and Consulting Services**





December 3, 2019

Deborah Watson, Finance Director  
City of New Carlisle  
331 South Church Street  
New Carlisle, Ohio 45344

Dear Debbie:

Kennedy Cottrell Richards is pleased that City of New Carlisle (the City) has expressed its confidence in our firm and our government expertise, and greatly appreciates the opportunity to submit our proposal for accounting and consulting services.

Kennedy Cottrell Richards takes pride in its commitment to providing quality accounting and advisory services to the public sector. As former State auditors, Bill Kennedy, Ken Richards and I have extensive experience with the Auditor of State audit approach, as well as a wide range of experience compiling financial statements and auditing various forms of state and local governmental entities throughout Ohio. We share this experience with our clients through unprecedented partner involvement on each engagement.

In addition, we have substantial technical knowledge and experience in the areas of governmental accounting standards, U.S. generally accepted auditing standards, Ohio Revised Code requirements, Auditor of State compliance supplement and audit bulletins, and *Government Auditing Standards*. In fact, Ken Richards and I have both instructed governmental accounting and reporting courses for the American Institute of Certified Public Accountants (AICPA). Our commitment to staying technically sound will most certainly be of great benefit to the City. Our entire firm's extensive background, experience, and training in governmental accounting and auditing is unparalleled.

Kennedy Cottrell Richards is actively involved with the local governmental accounting and auditing community as well, serving as board members and volunteers with the Ohio Government Finance Officers Association (GFOA) and the Central Ohio Association of Government Accountants (AGA). We are also a member of the AICPAs' Governmental Audit Quality Center for CPA firms. The Center is a national community of CPA firms that demonstrate a commitment to governmental audit quality and raise awareness about the importance of governmental audits. The Center provides members with best practices, guidelines, and tools CPAs need to perform quality governmental audits and better serve their clients.

### **Scope of Services**

You have requested that we prepare the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of the City of New Carlisle, Clark County, for the calendar year ended December 31, 2019, and the related notes to the financial statements. Kennedy Cottrell Richards will also provide other accounting and consulting services, as requested by the City.

## **Kennedy Cottrell Richards' Responsibilities**

The objective of our engagement is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you. We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARs) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's *Code of Professional Conduct*, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion or provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations. However, we will inform the appropriate level of management of any material errors and any evidence or information that comes to our attention during the performance of our procedures that fraud may have occurred. In addition, we will inform you of any evidence or information that comes to our attention during the performance of our financial statement preparation procedures regarding any wrongdoing within the entity or noncompliance with laws and regulations that may have occurred, unless they are clearly inconsequential.

## **City's Responsibilities**

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is the preparation of the financial statements in accordance with accounting principles generally accepted in the United States of America. Management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your financial statements in accordance with SSARS:

- 1) The selection of accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements.
- 2) The prevention and detection of fraud.
- 3) To ensure that the City complies with the laws and regulations applicable to its activities.
- 4) The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements.
- 5) To provide us with—
  - Documentation, and other related information that is relevant to the preparation and presentation of the financial statements,
  - Additional information that may be requested for the purpose of the preparation of the financial statements, and
  - Unrestricted access to persons within the City with whom we determine it necessary to communicate.

The financial statements will not be accompanied by a report. However, you agree that the financial statements will clearly indicate that no assurance is provided on them.



## Engagement Fees

Our proposed fee for preparing the City's basic financial statements will be \$13,000 for fiscal year 2019. Should the City opt for a two-year contract, our proposed fee will be \$12,000 for each of calendar years 2019 and 2020. Our fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the work performed. If additional fees are necessary, we will discuss the circumstances with you before we incur any additional costs.

Other accounting and consulting services offered include, but are not limited to, federal schedule preparation, internal control reviews, account reconciliations, agreed-upon-procedures engagements, grant administration and monitoring, policy and procedure reviews, and training and education. Should the City request additional accounting and consulting services, KCR will invoice the City for actual services incurred at our standard hourly rates.

Our invoices for services will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes more than 30 days delinquent and will not resume until your account is paid in full. If we elect to terminate our services for nonpayment, you will be obligated to compensate us for all time incurred and reimburse all out-of-pocket expenses through the date of termination.

In the event our proposal for services is accepted, we would be available to begin our procedures as soon as authorized by the City. We expect our services to be completed by the deadlines imposed by the Auditor of State. If you have any questions, please contact me at (614) 358-4682. If the terms of our agreement as described in this letter meet your satisfaction, please sign and return one copy to us so that we may begin our procedures.

Sincerely,



Jared Cottrell, CPA  
Partner



### Acknowledged:

This letter correctly sets forth the understanding of City of New Carlisle. We agree to have Kennedy Cottrell Richards LLC perform the procedures described.

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_