

NEW CARLISLE CITY COUNCIL
REGULAR MEETING AGENDA and PACKET
February 3, 2020 @ 7:00pm

1. Call to Order: Mayor Mike Lowrey
2. Roll Call: Clerk of Council
3. Invocation: (Please note that this will change to "Moment of Silent Reflection" after this meeting)
4. Pledge of Allegiance:
5. Action on Minutes: 01/21/2020 - Work Session
01/21/2020 - Regular Session
6. Communications: Parks and Recreation Board applicant interviews for Kathy Wright and Tonia Molla
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: (0 - Intro; 1 - Action)

A. Resolution 20-02R: (Introduction Public Hearing and Action Tonight)

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CLARK COUNTY EMERGENCY MANAGEMENT AGENCY, THE CLARK COUNTY HAZ-MAT TEAM, AND THE NEW CARLISLE FIRE AND EMS DIVISION

11. ORDINANCES: (2 - Intro; 0 - Action)

A. Ordinance 2020-01: (Public Hearing and Action Tonight)

AN ORDINANCE AMENDING SECTION 246.09 OF THE CODIFIED ORDINANCES OF THE CITY OF NEW CARLISLE REGARDING EMPLOYEE BENEFITS

B. Ordinance 2020-02: (Public Hearing and Action Tonight)

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE CITY'S COLLECTIVE BARGAINING UNIT

C. Ordinance 2020-03: (Introduction Tonight. Public Hearing and Action on 02/18/2020)

AN ORDINANCE AMENDING SECTION 1040 OF THE CODIFIED ORDINANCES OF THE CITY OF NEW CARLISLE, OHIO REGARDING THE DELIVERY OF BILLS AND FEES FOR CREDIT CARD AND DEBIT CARD PAYMENTS

D. Ordinance 2020-04: (Introduction Tonight. Public Hearing and Action on 02/18/2020)

AN ORDINANCE AMENDING SECTION 1042 OF THE CODIFIED ORDINANCES OF THE CITY OF NEW CARLISLE, OHIO REGARDING THE DELIVERY OF BILLS AND FEES FOR CREDIT CARD AND DEBIT CARD PAYMENTS

E. Ordinance 2020-05: (Introduction Tonight. Public Hearing and Action on 02/18/2020)

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO PURCHASE A NEW PICKUP TRUCK FOR THE CEMETERY DEPARTMENT

F. Ordinance 2020-06: (Introduction Tonight. Public Hearing and Action on 02/18/2020)

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH SECURITY NATIONAL BANK FOR THE DEPOSIT OF PUBLIC FUNDS

G. Ordinance 2020-07: (Introduction Tonight. Public Hearing and Action on 02/18/2020)

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH SECURITY NATIONAL BANK FOR THE DEPOSIT OF PUBLIC FUNDS

H. Ordinance 2020-08: (Introduction Tonight. Public Hearing and Action on 02/18/2020)

AN ORDINANCE AMENDING CHAPTER 246 OF THE CODIFIED ORDINANCES OF THE CITY OF NEW CARLISLE REGARDING EMPLOYEES GENERALLY

I. Ordinance 2020-09: (Introduction Tonight. Public Hearing and Action on 02/18/2020)

AN ORDINANCE AMENDING CHAPTER 276 OF THE CODIFIED ORDINANCES OF THE CITY OF NEW CARLISLE, OHIO REGARDING BOARDS AND COMMISSIONS

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12. OTHER BUSINESS:

- A. **Congressman Warren Davidson:** Will hold “Mobile Office Hours” at the City Building on the fourth Tuesday of each month from 1:30PM until 2:00PM.
- B. **City Offices Closed:** Monday, February 17th to observe President's Day

13. Executive Session: None

14. Return to Regular Session: N/A

15. Adjournment

Next **Work Session** of the City Council will be **Tuesday, February 18, 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 **Tuesday, February 18, 2020 @ 7:00pm**
Location: Smith Park Shelter House, 801 West Jefferson Street, New Carlisle, Ohio 45344

RECORD OF PROCEEDINGS**MINUTES: CITY OF NEW CARLISLE, OHIO****REGULAR MEETING****HELD: TUESDAY, January 21, 2019**

- 1. CALL TO ORDER:** MAYOR LOWREY CALLED THE MEETING TO ORDER
- 2. ROLL CALL:** Clerk calls the roll. Lowrey, Hopkins, Grimm, Nowakowski, Cobb, Eggleston Cook. 7 members present. Staff present: Berner, Bridge, Watson, Kitko, Trusty, and Majercak.
- 3. INVOCATION:** VM COOK
- 4. PLEDGE OF ALLEGIANCE**
- 5. ACTION ON THE MINUTES:**
1/6/20-WORK SESSION 1st Cobb 2nd Eggleston 4-0-3 Abstain: Hopkins, Grimm, Eggleston
1/6/20-REGULAR SESSION 1st Cobb 2nd Nowakowski Accepted 7-0.
- 6. COMMUNICATIONS:** NONE
- 7. CITY MANAGER'S REPORT:**

City Manager's Report

TO: Mayor, Vice Mayor, City Council, Residents, and Business Owners
FROM: Randy Bridge, City Manager
DATE: January 17, 2020 for January 21, 2020

- 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 - At Meeting

*D. POLICE REPORT - At Meeting

A. FINANCE:**COUNCIL FINANCIAL REPORT SUMMARY
DECEMBER 2019**

<u>DECEMBER Total Revenue General Fund:</u>	<u>\$ 781,735.59</u>
<u>DECEMBER Total Expenses General Fund:</u>	<u>\$147,005.58</u>
<u>INCOME TAX WITHOLDING ACCOUNT REVENUE -DECEMBER</u>	<u>\$112,707.44</u>

Year-To-Date Total Revenue Collected:	\$ 7,336,918.27
Year-To-Date Total Expenses:	\$ 5,661,817.44

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 DECEMBER
 - > Monthly Revenue Report
 - > Monthly Expense Report
 - > CCA Reports

These reports are subject to change some due to year end housekeeping. I will have final year-end figures to you at the next scheduled meeting, if not before.

Respectfully Submitted
Deborah Watson
Finance Director

Bridge notes ending balance and thanks everyone involved for their hard work. Lowrey thanks Bridge and notes we should be proud. Grimm adds he remembers when the city ended with \$195.00. Bridge ends the discussion noting, "It's a big accomplishment".

B. SERVICE REPORT:

To: Mr. Bridge, City Manager
From: Howard Kitko, Service Director
Date: January 21, 2020
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.

2019 Wastewater Plant Influent Building Upgrade:

- Peterson Construction was awarded the contract. Equipment is on sight and being installed. Pump and Barscreen are in service.

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.

2020 Road Project Estimating:

- Budgeting and estimating for certain roadway overlays in 2020

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.

Lowrey asks which streets will be next to get paved. Kitko responds Fenwick, overlays for Langdale and Hamilton area. Discussion on street sweeping to budget for 2x per year. Kitko noted gas tax will help cost is around \$5,000 and will be looking into other companies but price would increase. With traffic signal upgrade there will be short-term lane changes, sidewalk closed. No road closings.

C. FIRE REPORT:

City of New Carlisle
 City Council Meeting
 01-21-2020
 Fire-EMS Report

- In the Month of December the New Carlisle Fire Division responded to 81 EMS call in the City and 10 in Elizabeth Township.
- The Division responded to 14 Fire related calls in the City and 1 in Elizabeth Township.
- We had 3 EMS calls answered by mutual aid, either by Pike Township or Bethel Clark, due to medic 52 being on a response.
- We answered 2 mutual aid EMS calls for Pike Township and 2 for Bethel Clark.
- In the Month of December the Division responded to 2 Overdose calls,


 Steven Trusty
 Fire Chief
 City of New Carlisle

Council asks how trucks are doing. Trusty responds that engine and ladder truck in good shape. Recent repairs on brakes for ladder truck such as new brakes and replaced a cylinder. Medic is in good shape and waiting on new medic.

D.POLICE REPORT:

New Carlisle
 OH

CITY OF NEW CARLISLE
 CLARK COUNTY SHERIFF'S OFFICE

PATROL DIVISION

December, 2019 Report

New Carlisle Deputies were dispatched to 31 calls.

Assaults; 0
 Domestic Violence; 7
 Theft; 2
 Non-Injury Crash; 1
 Injury Crash; 1 (MVA)
 Citations; 10
 Drug Compliant; 1
 Overdose; 0
 Suicide Attempted; 2
 Burglary; 0

Traffic citations are up for December and criminal activity is down compared to last month. There is still a drug problem and the New Carlisle Deputies along with the Clark County Sheriff's Department are working around the clock trying to gain information to make arrests. Any information you can give us is helpful.

With people starting to receive income tax refunds there will be some trying to scam others out of their money. If you receive a telemarketing call beware it might not be legitimate. If you are the one making the phone call and asking for a service you should be okay.

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

Sergeant Ralph Underwood
 Clark County Sheriff's Department

Majercak notes working hard on the drug problem in town. 3 juveniles responsible for recent break in's were arrested.

***E. INFORMATIONAL ITEMS**

- **New Building Update**
 - Expecting Updated Timeline soon
 - Spoke with Architect late last week
 - Waiting on Estimates
- **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
- **Council Meet and Greet**
 - Saturday, January 11th
 - Great Event
 - Thanks to all!
- **2020 and 2021 Community Development Block Grant Period**
 - Attended required meeting on 1/14
 - Submitted Estimates for Fenwick Drive Reconstruction - Attached
 - Will be seeking Critical Infrastructure on the project
 - Also mentioned the Madison Street School
 - More Information to Come!
- **Parks and Recreation Board**
 - Will meet on 1/23 and 1/28 of this month
 - 1PM @ the Shelter House
 -
- **5th Deputy**
 - Sheriff has posted position
 - Deputy will possibly need trained
 - Will inform Council when the deputy is on the schedule
- **New Water Bills**
 - Finalizing Contract
 - SSI One-time Charge - Attached

Cm Hopkins motions for CM Cobb and CM Eggleston to be on the Volunteer Firefighter Dependent Fund Board with a second by CM Grimm. ACCEPTED 7-0

-LOWREY ASKS HOW SOON WILL NEW BILLS BEGIN- FEB/MAR AND BRIDGE NOTES SAME PAYMENT TYPES ACCEPTED.

-COBB ADDS BILLS CAN INFORM CITIZENS OF UPCOMING MEETINGS AND INFORMATION.

-DISCUSSION ON 5TH DEPUTY WITH ON DUTY FROM 11AM-7PM. WILL FILL VOIDS IN COVERAGE ISSUES.

-CM GRIMM ASKS ABOUT JOINING FORCES WITH THE TOWNSHIP TO HAVE THE PROACTIVE BLITZ. COUNCIL AGREES.

-CM GRIMM WOULD LIKE TO SEE THESE HAPPEN. BRIDGE NOTES THE BLITZ WOULD BE UNDER DAY TO DAY OPERATIONS AND HE WILL WORK WITH THE TOWNSHIP TO PROCEED WITH A BLITZ.

-CM NOWAKOWSKI SUGGESTS POSTING UPCOMING MEETING DATES IN WATER BILLS.

8. COMMENTS FROM MEMBERS OF THE PUBLIC: NONE

9. COMMITTEE REPORTS**10. RESOLUTIONS:****RESOLUTION 20-01R (ACTION ON 1/21/20)**

A RESOLUTION ADOPTING RULES OF COUNCIL

1st Cobb 2nd Eggleston Bridge explains basic rules of council. Grimm motions to amend PG. 6 paragraph 2- to add a 2nd and a majority vote. Bridge notes he will get legal advice but to vote. 1st Grimm 2nd Eggleston accepted 7-0.

CM Eggleston motions to delete the invocation from the agenda with a second by Nowakowski. Nowakowski notes the prayers are Christian prayers and not everyone is Christian. Discussion on if the prayer is out of place at a Council meeting. Bridge notes it is not uncommon to not have the invocation. Each member noted his or her opinion. Bridge suggests a silent prayer or time of reflection. Lowrey notes there are fewer CM who want to say the prayer and he notes he can't ask admin to do it. Trusty asks "why". Council agrees to a silent prayer or time of reflection. Cobb motions to table. Member of audience adds having someone come into say the invocation. Trusty notes as a citizen of New Carlisle it should stay in the agenda. Various discussions from audience members. VM Cook adds there is "a lot New Carlisle needs prayed over for". CM Eggleston agrees with a silent prayer. Motion fails 0-7

*Cm Hopkins motions to change the invocation to **moment of silent reflection** with a second by Nowakowski. Motion accepted 5-2 Nays: Cobb, Grimm*

Vote count for 1st motion of adopting rules. Accepted 6-1 Nays: Grimm

11. ORDINANCES**ORDINANCE 2020-01**

AN ORDINANCE AMENDING SECTION 246.09 OF THE CODIFIED ORDINANCES OF THE CITY OF NEW CARLISLE REGARDING EMPLOYEE BENEFITS

ORDINANCE 2020-02

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE CITY'S COLLECTIVE BARGAINING UNIT

CM NOWAKOWSKI MOTIONS FOR BRIDGE TO PURCHASE IPADS FOR COUNCIL WITH A 2ND BY CM EGGLESTON. BRIDGE: COUNCIL CAN USE IPADS TO ACCESS MATERIALS COST IS AROUND \$5800. MOTION ACCEPTED 6-1 NAY-COBB.

12. OTHER BUSINESS:

A. CONGRESSMAN WARREN DAVIDSON WILL HOLD MOBILE OFFICE HOURS ON THE FOURTH TUESDAY OF THE MONTH FROM 1:30PM-2:00PM.

B. INTERGOVERNMENTAL MEETING: MONDAY, JANUARY 27 AT 6:30 PM AT SMITH PARK SHELTER HOUSE.

-CM NOWAKOWSKI NOTES CODIFIED ORDINANCES ARE A MESS AND NEED CLEANED UP. SHE SUGGESTS HIRING A COMPANY TO COME IN. BRIDGE ADDS THE CITY CAN HAVE A CODE REWRITE. MANY ORDINANCES CONTRADICT EACH OTHER.

-CM GRIMM ASKS IF THE BIKES IN THE OLD SCHOOL CAN BE DONATED. BRIDGE NOTES AS LONG AS THEY CAN BE FIXED AND COME BACK TO KID IN NEW CARLISLE.

-CM EGGLESTON SUGGESTS NOMINATING NEW CARLISLE FOR THE HGTV MAKEOVER. SHE NOTES WE MEET THE CRITERIA AND THERE ARE RESIDENTS WILLING TO HELP. COUNCIL LIKES THE IDEA.

13. EXECUTIVE SESSION: TO CONSIDER THE EMPLOYMENT OF A PUBLIC EMPLOYEE

1ST GRIMM 2ND COOK-TO MOVE TO EXECUTIVE SESSION @ 8:07PM.

MOTION BY HOPKINS TO RETURN TO REGULAR SESSION WITH 2ND BY EGGLESTON

ACCEPTED 7-0

14. ADJOURNMENT: @ 8:50PM

1st VM COOK

2nd COBB

RECORD OF PROCEEDINGS

MINUTES: CITY OF NEW CARLISLE, OHIO Work Session

HELD: TUESDAY, January 21, 2020

1. **CALL TO ORDER:** MAYOR LOWREY CALLED THE MEETING TO ORDER
2. **ROLL CALL:** City Manager CALLS THE ROLE MEMBERS PRESENT 7
COBB, EGGLESTON, COOK, LOWREY, HOPKINS, GRIMM, NOWAKOWSKI STAFF PRESENT:
BRIDGE, KITKO, WATSON
3. **INVOCATION:** VM COOK
4. **PLEDGE OF ALLEGIANCE**
5. **ACTION ON MINUTES:** None
6. **COMMUNICATIONS:** None
7. **CITY MANAGER'S REPORT:** None
8. **COMMENTS FROM MEMBERS OF THE PUBLIC:**
9. **COMMITTEE REPORTS:** None
10. **RESOLUTIONS:** None
11. **ORDINANCES:** None
12. **OTHER BUSINESS:**
 - A. **UPCOMING LEGISLATION DISCUSSION (NO VOTING)**
 - RESOLUTION 20-01R**
A RESOLUTION ADOPTING RULES OF COUNCIL – set of guidelines which need reviewed and can be changed by council.
NO COMMENTS OR QUESTIONS FROM COUNCIL.
 - ORDINANCE 2020-01**
AN ORDINANCE AMENDING SECTION 246.09 OF THE CODIFIED ORDINANCES OF THE CITY OF NEW CARLISLE REGARDING EMPLOYEE BENEFITS
NO COMMENTS OR QUESTIONS FROM COUNCIL.
 - ORDINANCE 2020-02**
AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE CITY'S COLLECTIVE BARGAINING UNIT
GRIMM ACTS FOR CLARIFICATION OF "OFF SITE" EMPLOYEE.
 - B. **DISCUSSION OF CITY BUSINESS**
 - BRIDGE SHARES TRAINING OPPORTUNITY FOR NEWLY ELECTED COUNCIL MEMBERS.*
 - DISCUSSION BETWEEN BRIDGE AND COUNCIL FOR IPADS PURCHASE. COUNCIL AGREES. COOK ADDS HE WOULD LIKE TO SEE A WHITE BOARD AND/OR PROJECTOR.*
 - VM COOK THINKS THE COFFEE AND DONUTS SHOULD BE QUARTERLY. CM NOWAKOWSKI AGREES AND NOTES SHE HAD POSITIVE FEEDBACK. COUNCIL AGREED.*
 - DISCUSSION FROM VM COOK ON MEMBERS OF COUNCIL ATTENDING VARIOUS MEETINGS WITHIN CITY SUCH AS ROTARY. GRIMM NOTES HE ATTENDS. BRIDGE INFORMS COUNCIL THAT THE CITY HAS A ROTARY MEMBERSHIP AND 2 PEOPLE CAN GO. NOWAKOWSKI SUGGESTS THE FOOD PANTRY MEETINGS. HOPKINS WORKS CLOSELY WITH THE LOCAL FOOD PANTRY AND WILL ASK ABOUT OTHER MEMBERS OF COUNCIL ATTENDING THE BOARD MEETINGS.*
 - VM COOK COMMENTS ON OATH OF OFFICE AND IT NEEDS TO REFER TO CITY CHARTER.*

EGGLESTON NOTED THERE ARE TWO THAT HAVE BEEN USED. BRIDGE ADDS WE WILL USE THE ONE WITH THE CHARTER REFERENCE.

-DISCUSSION ON VACANT AND RENTAL PROPERTY TAXES TAKES PLACE.

-DISCUSSION ON NEW CHAIRS FOR SHELTER HOUSE.

-DISCUSSION ON VARIOUS PROPERTIES IN NEED OF CLEAN UP AROUND THE CITY. BRIDGE NOTES SOME HAVE BEEN TAGGED AND HAVE 10 DAYS TO COMPLY.

-HOWIE PRESENTS POSSIBLE NEW TRUCK INFO ½ TON DODGE OR ¾ FORD REG. CAB LONG BED.

-DISCUSSION ON OLD SCHOOL. POSSIBLE DEMO QUOTES COMING IN.

-BRIDGE ASKS COUNCIL THEIR THOUGHTS ON BEING ON ACTUAL COMMITTEE'S WITHIN THE CITY LIKE PARKS AND REC OR PLANNING AND ZONING. ALL OF COUNCIL AGREES AND WILLING. BRIDGE SUGGESTS POSSIBLE MEETING IN DAYTIME.

- COUNCIL AGREES THE WORK SESSIONS NEED TO BE PRODUCTIVE LIKE THIS EVENINGS AND DISCUSS ALL CONCERNS.

-COBB SUGGESTS BUDGET MEETINGS TAKE PLACE ON SATURDAYS.

13. EXECUTIVE SESSION: NONE

14. ADJOURNMENT:

1st- VM COOK

2nd- EGGLESTON

APPLICATION FOR BOARD/COMMITTEE MEMBERSHIP

CITY OF NEW CARLISLE

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

Name Kathy V Wight

Board(s) or Committee(s) You Are Interested In Serving On Parks & Recreation & (if possible) Planning

Daytime Phone 937-828-2063 Evening Phone 937-828-2063

Address 323 S. Scott St N.C.

Date May 22, 2019

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

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

I would enjoy Parks & Rec Board for the ability to provide services for children and adults of my community. I have many simple & fun things and ideas to bring citizens together and serve our hometown. Most of my ideas are inexpensive but I have successfully written grants and could possibly put those skills to use for this town.

Planning Board would be an entity that I would be comfortable with and have first hand experience. We've rehabbed or built eight homes within Clark Co giving me first hand knowledge. I feel I could ask tough questions and possibly see items from a different perspective.

APPLICATION FOR BOARD/COMMITTEE MEMBERSHIP

CITY OF NEW CARLISLE

RECEIVED
NOV 04 2019

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

Name Tonia R. Molla

Board(s) or Committee(s) You Are Interested In Serving On
Park & Rec.

Daytime Phone _____ Evening Phone 937-308-3215 Cell

Address 506 West Madison St

Date Nov 4th 2019

Why do you wish to serve on this(these) board(s) or committee(s)?
You may answer below or on an attached sheet. Please put your name at the top of each sheet. Thank you for your interest.

I work at Miami Country Park District
for ^{the} 14 years and believe I would have
good input.

City Manager's Report

TO: Mayor, Vice Mayor, City Council, Residents, and Business Owners
FROM: Randy Bridge, City Manager
DATE: January 31, 2020 for February 3, 2020

- 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 - At Meeting

D. POLICE REPORT - At Meeting

*E. INFORMATIONAL ITEMS

- **New Building Update**
 - Estimate and Bidding Update
- **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
- **TCC Appointment**
 - Transportation Coordinating Committee
 - Need a main appointee and an alternative
 - Main appointee must attend meetings; alternative attends when main cannot
 - 2 year term
- **iPads**
 - For City Council
 - Training Session March 3 @ 5pm.
- **Intergovernmental Meeting**
 - Held on Monday, January 27th
 - City of New Carlisle hosted
 - Great turnout
- **Health Stats**
 - Attached

New Carlisle Services 2005

Environmental Health Division

Environmental Service/ Program	January	February	March	April	May	June	July	August	September	October	November	December	Total
Plumbing Inspections	0	4	2	1	2	3	5	7	4	6	3		37
Animal Bite Investigation	0	0	1	0	2	1	0	0	0	1	2		7
Food Inspections	4	2	1	4	0	5	3	11	5	4	4		43
Food Complaint Investigation	0	0	0	0	0	0	0	0	1	0	1		2
Mercury Spills	0	0	0	0	0	0	0	0	0	0	0		0
Nuisance Investigations	0	2	0	1	2	0	0	0	2	0	0		7
Plan Approval:													
Food	0	0	0	0	0	0	0	0	0	0	0		0
Plumbing	0	0	0	0	0	0	0	0	0	0	0		0
School Inspections	0	0	1	0	0	0	0	0	0	0	0		1
Pool Inspections	0	0	0	0	0	2	4	0	0	0	0		6
Smoking Ban Complaints	0	0	0	0	0	0	0	0	0	0	0		0
Smoking Ban Letters	0	0	0	0	0	0	0	0	0	0	0		0
Tattoo and/or Body Piercing Inspections	0	0	0	0	0	0	0	2	0	0	0		2

Nursing And Health Services Division

Nursing Service	January	February	March	April	May	June	July	August	September	October	November	December	Total
*Clinic Visits	4	5	4	3	1	2	6	11	7	5	3		51
BCMh Home Visits	1	0	0	0	3	1	0	0	0	0	0	0	5
CD Statistics	13	17	20	14	18	8	12	13	13				128
CD Home Visits	0	0	0	0	0	0	0	0	0	0	0	0	0
School:													0
Hearing	0	0	0	0	0	0	0	0	0	0	0	0	0
Vision	0	0	0	0	0	0	0	0	0	0	0	0	0
Scoliosis	0	0	0	0	0	0	0	0	0	0	0	0	0
Records	0	0	0	0	0	0	0	0	0	0	0	0	0
Health Fairs	0	0	0	0	0	0	0	0	0	0	0	0	0

Nursing Clinic	Time of Visit					Total Clients	Service Provided							Total Services
	8 to 9	9 to 10	10 to 11	11 to 12	4 to 6		Shots	Blood Pressure	Blood Sugar	Head Check	Lead (EH)	TB	Other	
August/September 2019 *Reflects Current Month Age of Client														
Birth to 24 months	1					1	1							1
25 months to 12 years	3	1	1	1	1	7	8							8
13 to 19 years	1	1	1		6	9	9							9
20 to 30 years						0								0
31 to 40 years						0								0
41 to 50 years						0								0
51 to 60 years						0								0
60 + years			1			1		1						1
Total	5	2	3	1	7	18	18	0	1	0	0	0	0	19

Nursing Clinic	Time of Visit					Total Clients	Service Provided							Total Services
	8 to 9	9 to 10	10 to 11	11 to 12	4 to 6		Shots	Blood Pressure	Blood Sugar	Head Check	Lead (EH)	TB	Other	
October/November 2019 *Reflects Current Month Age of Client														
Birth to 24 months	1				1	2	2							2
25 months to 12 years	1				3	4	4							4
13 to 19 years	1				1	2	2							2
20 to 30 years						0								0
31 to 40 years						0								0
41 to 50 years						0								0
51 to 60 years						0								0
60 + years						0								0
Total	3	0	0	0	5	8	8	0	0	0	0	0	0	8

Additional Activities: August

New Carlisle Diabetes Support Group (5)

Additional Activities: September

Diabetes Support Group New Carlisle - Serving 5

Additional Activities: October

Flu Clinics: CHPC 6, USS New Carlisle 3
MOBI for Western Medicine (8)

Additional Activities: November

Diabetes Support Group New Carlisle (5)

Resolution 2020-02R

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE CLARK COUNTY EMERGENCY MANAGEMENT AGENCY/THE CLARK COUNTY HAZ-MAT TEAM AND THE NEW CARLISLE FIRE AND EMS DIVISION

WHEREAS, the City of New Carlisle has an outstanding professional working relationship with the Clark County Emergency Management Agency and the Clark County Haz-Mat Team under the Board of Clark County Commissioners; and

WHEREAS, these agencies wish to create a partnership to promote the health and safety of Clark County in times of an emergency or disaster; and

WHEREAS, this partnership is intended to assist Clark County's community of first responders by maintaining and operating a trailer mounted Gator and related equipment at various locations throughout Clark County; and

WHEREAS, the City of New Carlisle's Fire and EMS Division will house, schedule to maintain, and respond (incident and events) with the Gator and related equipment on a 24/7 status; and

WHEREAS, the City of New Carlisle's Fire and EMS Division will conduct regularly scheduled checks on the Gator and related equipment to ensure good working order; and

WHEREAS, the City of New Carlisle's Fire and EMS Division is able to use the Gator and related equipment for routine and special use to help maintain the Gator and related equipment's functionality, and to benefit the communities of Clark County; and

WHEREAS, personal use of the equipment is prohibited.

NOW, THEREFORE, THE CITY OF NEW CARLISLE HEREBY RESOLVES that the City Manager is permitted to execute the Memorandum of Understanding, attached as Exhibit A, with the Clark County Emergency Management Agency and the Clark County Haz-Mat Team under the Clark County Board of Commissioners.

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SIGNATURE PAGE FOLLOWS

Passed this _____ day of _____, 2020.

Mike Lowrey, Mayor

Emily Berner, Clerk of Council

APPROVED AS TO FORM:

Jacob M. Jeffries, DIRECTOR OF LAW

1st _____

2cd: _____

Cobb	Y	N
Eggleston	Y	N
Vice Mayor Cook	Y	N
Mayor Lowrey	Y	N
Hopkins	Y	N
Grimm	Y	N
Eggleston-Nowakoski	Y	N

Totals:

Pass

Fail

Intro: 02/03/2020

Action: 02/03/2020

Effective: 02/18/2020



**Memorandum of Understanding
Between
Clark County Emergency Management Agency/
Clark County Haz-Mat Team
And
New Carlisle Fire and EMS Department
For
Storage, Maintenance, and Emergency Response of Gator and Trailer**

This Memorandum of Understanding (MOU) establishes a partnership between the Clark County Emergency Management Agency/Clark County Haz-Mat Team under the Board of Clark County Commissioners (BCCC), and the New Carlisle Fire and EMS Department (Agency). These parties enter into this Memorandum of Understanding to mutually promote the health and safety of Clark County in times of emergency or disaster. Accordingly, the Clark County Emergency Management Agency (EMA)/ Clark County Haz-Mat Team (HM), and the New Carlisle Fire and EMS Department (Agency) shall operate under this MOU as follows:

1. Purpose and Scope

Clark County EMA/HM and AGENCY intend to assist Clark County's community of first responders by maintaining and operating a trailer mounted Gator, trailer and related equipment (collectively, Equipment) as requested by the Clark County Director of Emergency Management and Clark County Haz-Mat Coordinator.

2. Responsibilities

- A. Each party will appoint a person to serve as the official contact and coordinate the activities of each organization in carrying out this MOU. The initial appointees of each organization are:

Lisa D'Allessandris, Director
Clark County Emergency Management Agency
3130 East Main Street, Suite 1E
Springfield, Ohio 45505
937-521-2176

Rodney Rahrle, Haz-Mat Coordinator
Clark County Hazardous Materials Team
350 North Fountain Ave
Springfield, Ohio 45504
937-324-7607

Steve Trusty, Chief
New Carlisle Fire and EMS Department
315 Church Road
New Carlisle, Ohio 45344

- B. The organizations agree to the following tasks for this MOU:
1. Clark County EMA retains ownership of the Equipment for use during large scale emergencies, events, or disasters.
 - EMA will track the Equipment annually through county procedures, and reserves the right to periodically validate current inventory by sight upon request within five (5) business days.
 - EMA will continue to provide insurance on the Equipment and contents.
 - AGENCY and EMA will together make a list of all equipment and supplies to be kept on the trailer at all times.
 - EMA will make all purchases for items related to the Equipment and its supplies and maintenance.
 - AGENCY will notify EMA when to make purchases to ensure that there are no lapses due to expiration dates.
 - If the Equipment or supplies are accidentally lost or stolen, AGENCY shall contact the Clark County EMA and Sheriff's office immediately.
 - If the Equipment or supplies are damaged or destroyed, AGENCY will contact the Clark County EMA Director immediately.
 - AGENCY will be responsible for the BCCC's insurance deductible due to damage or loss caused by negligence of the AGENCY'S custodian of the Equipment.
 - EMA/HM will be responsible for the deductible on the County carried insurance if damage to the Equipment was incurred during an incident or emergency use.
 - Since Clark County is the owner of the Equipment, the Equipment must be returned to the EMA for proper disposal or sale.
 2. AGENCY will house, schedule to maintain, and respond (incident and events) with the Equipment on a 24/7 status.
 - HM will supply AGENCY with the SOPs, changes or updates, and any materials needed to comply.
 - AGENCY will ensure that New Carlisle Fire Department staff is aware of SOPs and any compliance procedures.
 - AGENCY will conduct regularly scheduled checks on the Equipment and supplies to ensure good working order.
 - AGENCY is able to use the Equipment for routine and special use to help maintain the functionality of the Equipment and to benefit the communities of Clark County. Personal use however is not allowed.
 - HM will replace any disposable supplies or equipment used during any incident or training.

- AGENCY will be responsible for minor incidental supplies or maintenance when used for routine or special department use (such as fuel, oil, repair of a flat tire, or washing supplies, etc.)
 - HM will be responsible for routine operational maintenance and repairs.
 - AGENCY will be responsible for maintenance and repairs due to neglect or abuse by the AGENCY.
3. AGENCY agrees to be on-call - 24/7 - to access the Equipment and its supplies, and to provide transportation and operational support to requested sites.
- For Incidents:
 - Requests for use of the Equipment can come from either the EMA/HM or the Incident Commander on-scene.
 - If an incident request initiates from a first response agency other than EMA/HM, AGENCY shall call the EMA Director or HM Coordinator as soon as feasible for situational awareness.
 - If simultaneous requests are received for the Equipment, the Emergency Operations Center (EOC) will prioritize the assets' location(s).
 - For Events:
 - Requests for use of the Equipment can come from any local government or non-profit entity.
 - If an event request initiates from any department other than EMA/HM, AGENCY shall direct the requestor to call EMA for proper scheduling (including AGENCY)
 - If the Equipment is requested for duplicate dates, the date first scheduled by EMA will be prioritized for the Equipment's location.
4. EMA/HM and AGENCY agree to notify one another of any requested changes to this MOU, the SOPs or any other information affecting this agreement within five (5) business days.

3. Terms of Understanding

The term of this MOU is for an indefinite period beginning on the effective date of this agreement and ending when either organization terminates this MOU, which shall be upon thirty (30) days' written notice - without penalty or liability.

4. Authorization

CITY OF NEW CARLISLE:

**Randy Bridge, City Manager
New Carlisle, Ohio**

Date: ____/____/____

APPROVED AS TO FORM:

**Jacob M. Jeffries
Director of Law
New Carlisle, Ohio**

Date: ____/____/____

BOARD OF COMMISSIONERS:

**Jennifer Hutchinson, County Administrator
Clark County, Ohio**

Date: ____/____/____

EMERGENCY MANGEMENT AGENCY:

**Lisa D'Allessandris, Director
Clark County, Ohio**

Date: ____/____/____

APPROVED AS TO FORM:

**Daniel P. Driscoll, Prosecutor
Clark County, Ohio**

Date: ____/____/____

ORDINANCE 2020-01

AN ORDINANCE AMENDING SECTION 246.09 OF THE CODIFIED ORDINANCES OF
THE CITY OF NEW CARLISLE REGARDING EMPLOYEE BENEFITS

WHEREAS, Chapter 246 of the Codified Ordinances of the City of New Carlisle addresses City employees generally; and

WHEREAS, Paragraph A of Section 246.09 of that chapter discusses insurance, which is an employee benefit. Said paragraph is attached as Exhibit A; and

WHEREAS, the City wishes to amend that paragraph as it pertains to employer HSA Contributions.

NOW, THEREFORE, THE CITY OF NEW CARLISLE HEREBY ORDAINS that Section 246.09 of the Codified Ordinances of the City of New Carlisle be amended as attached in Exhibit A.

Passed this _____ day of _____, 2020.

Mike Lowrey, Mayor

Emily Berner, Clerk of Council

APPROVED AS TO FORM:

Jacob M. Jeffries, DIRECTOR OF LAW

1st _____

2cd: _____

Cobb	Y	N
Eggleston	Y	N
Vice Mayor Cook	Y	N
Mayor Lowrey	Y	N
Hopkins	Y	N
Grimm	Y	N
Eggleston-Nowakoski	Y	N

Totals:

Pass	Fail
------	------

Intro: 01/21/2020
Action: 02/03/2020
Effective: 02/18/2020

246.09 BENEFITS.

(a) Insurance.

(1) The City offers a variety of benefit programs. Benefits are one feature of the total compensation package. This portion of the handbook is meant to provide an overview of benefit programs. Complete descriptions of group health, life, dental and disability insurance plans, are contained in the respective summary plan descriptions which are available once an employee is eligible to participate. The plan documents themselves will govern in all cases and constitute the only full statement of the benefits provided.

(2) The City, after consulting the Union, reserves the right to amend or terminate any of the benefit programs, summary plan descriptions or to increase employee premium contributions toward any benefit.

(3) The City offers health and dental plan coverage for full-time employees. Employees may be required to contribute to the costs of the coverage.

(4) The City offers a cash-out plan to employees who choose to not use the City provided health/dental insurance. A copy of that plan is attached here as Appendix C.

(5) ~~The City offers a PPO/HSA employees may have the choice of either enrolling in the current traditional PPO medical insurance plan or the Health Savings Account (HSA) plan.~~

(6) ~~If the employee opts to enroll in the HSA plan, the City of New Carlisle will contribute to the employee's HSA account an amount equal to the cost savings between the monthly premium amount of the traditional PPO insurance plan and the monthly premium amount of the HSA, determined by the Collective Bargaining Agreement up to the maximum monthly yearly HSA contribution amount allowed by law.~~

(7) The City's contribution into the HSA accounts will be from the City's regular checking account and made ~~monthly~~ *in January of each calendar year as a lump sum while the employee's contribution shall be made by the City monthly also from the City's regular checking account.* The total annual contribution amounts made by the City will be reflected in block 12 of the employee's W-2.

ORDINANCE 2020-02

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE CITY'S COLLECTIVE BARGAINING UNIT

WHEREAS, the employees of the City of New Carlisle are represented by Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, and Local No. 101, Dayton Public Service Union; and

WHEREAS, discussions have taken place between the City and the Union concerning a memorandum of understanding, attached as Exhibit A, which would modify certain sections of the existing collective bargaining agreement relating to employee Health Savings Accounts (HSA), Severe Weather, and Employee Rest Periods.

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

1. The attached memorandum of understanding is hereby approved.
2. The City Manager is hereby authorized to execute the memorandum of understanding on behalf of the City of New Carlisle.

Passed this _____ day of _____, 2020.

Mike Lowrey, MAYOR

Emily Berner, CLERK

APPROVED AS TO FORM:

Jake Jeffries, DIRECTOR OF LAW

1st _____

2cd: _____

Cobb	Y	N
Eggleston	Y	N
Vice Mayor Cook	Y	N
Mayor Lowrey	Y	N
Hopkins	Y	N
Grimm	Y	N
Eggleston-Nowakoski	Y	N

Totals:

Pass Fail

Intro: 01/21/2020
Action: 02/03/2020
Effective: 02/18/2020

MEMORANDUM OF UNDERSTANDING

To: Mr. Dave Coleman, Chapter Chair
Mr. Scott Thompson, Staff Representative
From: Randy Bridge, City Manager
Date: 01/16/2020
Subject: Changes in Rest Periods, HSA Contributions, and Severe Weather

The City of New Carlisle, Ohio and the Dayton Public Service Union Local No. 101 A.F.S.C.M.E Ohio Council 8 agrees to the following changes to the Collective Bargaining Agreement in effect from January 1, 2019 through December 31, 2021.

Section 5.3 Rest Periods

Employees shall be granted two (2) breaks per day of fifteen (15) minutes each: one (1) in the first half of the shift and one (1) in the last half of the shift. *Onsite employees shall clock out for rest periods using their time cards. Offsite employees shall email their immediate supervisor at the start of each rest period. "Onsite employee" shall mean an employee who is currently at the City facility where that particular employee ordinarily clocks in and out.*

Section 26.1: Health Insurance

3. The City will contribute into each covered employee's HSA (Health Savings Account) an amount equal to 55% of each employee's applicable deductible. Employees may contribute to their HSA up to the remaining maximum balance allowable by law by payroll deduction (to be accorded Section 125 treatment, as may be permitted by law). The City's contribution to HSA accounts will be performed ~~monthly~~ *in January of each calendar year as a lump sum while the employee's contribution shall be made by the City monthly also from the City's regular checking account.* Total annual contribution amounts made by the City will be reflected in block 12 of the employee's W-2.

ARTICLE 34 - SEVERE WEATHER

It is understood that, as the local governmental authority, the City may need to have employees present even when severe weather or other unforeseen events cause some private businesses to close. Nevertheless, the City agrees to use its best efforts to reduce exposure to severe weather such as extreme heat or extreme cold *and other acts of God (such as, but not limited to, fires, explosions, earthquakes and floods) , acts or threats of terrorism, and governmental restrictions.* Furthermore, in the event of dangerous road conditions, the City will analyze which employees are essential and may, during such occasions, excuse other employees from attendance. ~~When Snow Emergencies in Clark County, or the county where the employee resides, reach Level III, only essential personnel must report to work. The City Manager, or their designee, will determine which personnel must report for work.~~ Those Employees who are required to report to work under this Article shall be paid at a rate of 1.5 times their normal pay and may choose to convert such pay to compensatory time.

For the City of New Carlisle:

By: _____
Randy Bridge, City Manager

Date: _____

For the Union:

By: _____
Mr. Dave Coleman, Chapter Chair

Date: _____

By: _____
Mr. Scott Thomason, Staff Representative

Date: _____

ORD 2020-03

AN ORDINANCE AMENDING PARAGRAPHS (F) AND (L) OF SECTION 1040.16 OF THE CODIFIED ORDINANCES OF THE CITY OF NEW CARLISLE, OHIO REGARDING THE DELIVERY OF BILLS AND FEES FOR CREDIT CARD AND DEBIT CARD PAYMENTS

WHEREAS, Chapter 1040 of the Codified Ordinances establishes the requirements for water in the City of New Carlisle; and

WHEREAS, the City of New Carlisle will utilize a third-party vendor for the delivery of new utility bills; and

WHEREAS, the new utility bills will be mailed to City utility customers in sealed envelopes that are more informative, user-friendly, and private; and

WHEREAS, the City also accepts credit card and debit card payments both online and at the City Building; and

WHEREAS, credit card and/or debit card payments require processing fees; and

WHEREAS, this processing fee is also charged when utility bills are paid with a credit card and/or debit card in-person at the City Building or online.

NOW, THEREFORE, THE CITY OF NEW CARLISLE HEREBY ORDAINS that Paragraphs (f) and (l) of Section 1040.16 be amended as follows:

1040.16 RATES GENERALLY; BILLING; CONSUMER RESPONSIBILITY FOR LEAKS.

(f) Delivery of Bills. ~~A third-party vendor~~ ~~The Authority~~ will undertake to the ~~deliver~~ *delivery* of bills for water, also referred to as "utility bills", by depositing the same in the post office only as a matter of convenience to the owner or consumer. The failure of a person to receive a bill shall not relieve him or her from his or her obligations to pay the bill. In utilizing the U.S. Postal Service for delivery of their payment of a water service charge, users assume the responsibility for any failure of the U.S. Postal Service to deliver the payment to the Authority, also known as the City of New Carlisle. Accordingly, the Authority shall not waive payment penalties for any person claiming the U.S. Postal Service failed to deliver a bill or payment. If the user elects for paperless billing, the user shall receive no paper bill but is still responsible for the payment of services rendered on the appropriate due date.

(l) Fees for Online Utility Payments. There will be a fee to use a credit card *and/or debit card* online *and at the City Building* to make utility payments. The fee shall be *One and 95/100 Dollars (\$1.95) per One Hundred Dollar (\$100.00) increment*.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

Passed this _____ day of _____, 2020.

Mike Lowrey, Mayor

Emily Berner, Clerk of Council

APPROVED AS TO FORM:

Jacob M. Jeffries, DIRECTOR OF LAW

1st _____

2cd: _____

Cobb	Y	N
Eggleston	Y	N
Vice Mayor Cook	Y	N
Mayor Lowrey	Y	N
Hopkins	Y	N
Grimm	Y	N
Eggleston-Nowakoski	Y	N

Totals:

Pass

Fail

Intro: 02/03/2020

Action: 02/18/2020

Effective: 03/03/2020

ORD 2020-04

AN ORDINANCE AMENDING PARAGRAPHS (B) AND (G) OF SECTION 1042.31 OF THE CODIFIED ORDINANCES OF THE CITY OF NEW CARLISLE, OHIO REGARDING THE DELIVERY OF BILLS AND FEES FOR CREDIT CARD AND DEBIT CARD PAYMENTS

WHEREAS, Chapter 1042 of the Codified Ordinances establishes the requirements for sewer in the City of New Carlisle; and

WHEREAS, the City of New Carlisle will utilize a third-party vendor for the delivery of new utility bills; and

WHEREAS, the new utility bills will be mailed to City utility customers in sealed envelopes that are more informative, user-friendly, and private; and

WHEREAS, the City also accepts credit card and debit card payments both online and at the City Building; and

WHEREAS, credit card and/or debit card payments require processing fees; and

WHEREAS, this processing fee is also charged when utility bills are paid with a credit card and/or debit card in-person at the City Building or online.

NOW, THEREFORE, THE CITY OF NEW CARLISLE HEREBY ORDAINS that Paragraphs (b) and (g) of Section 1042.31 be amended as follows:

1042.31 PAYMENT OF BILLS.

(b) Delivery of Bills. *A third-party vendor ~~The Authority~~ will undertake to the deliver delivery of bills for sewer, also referred to as "utility bills", by depositing the same in the Post Office only as a matter of convenience to the owner or consumer. The failure of a person to receive a bill shall not relieve him or her from his or her obligations to pay the bill. In utilizing the U.S. Postal Service for delivery of their payment of a sewer service charge, users assume responsibility for any failure of the U.S. Postal Service to deliver the payment to the Authority, also known as the City of New Carlisle. Accordingly, the Authority shall not waive payment penalties for any person claiming the U.S. Postal Service failed to deliver a bill or payment. If the user elects for paperless billing, the user shall receive no paper bill but is still responsible for the payment of services rendered on the appropriate due date.*

(g) Fees for Online Utility Payments. *There will be a fee to use a credit card and/or debit card online and at the City Building to make utility payments. The fee shall be One and 95/100 Dollars (\$1.95) per One Hundred Dollar (\$100.00) increment.*

Passed this _____ day of _____, 2020.

Mike Lowrey, Mayor

Emily Berner, Clerk of Council

APPROVED AS TO FORM:

Jacob M. Jeffries, DIRECTOR OF LAW

1st _____

2cd: _____

Cobb	Y	N
Eggleston	Y	N
Vice Mayor Cook	Y	N
Mayor Lowrey	Y	N
Hopkins	Y	N
Grimm	Y	N
Eggleston-Nowakoski	Y	N

Totals:

Pass

Fail

Intro: 02/03/2020

Action: 02/17/2020

Effective: 03/03/2020

ORDINANCE 2020-05

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO
PURCHASE A NEW PICKUP TRUCK FOR THE CEMETERY
DEPARTMENT**

WHEREAS, the current pickup truck is 19 years old and requires extensive body repairs and maintenance to keep up with demanding municipal work; and

WHEREAS, the pickup truck was purchased by the City of New Carlisle during July 2005 with funds from the State of Ohio Surplus Equipment Division; and

WHEREAS, the City has received two bids, attached, to purchase a replacement vehicle which will meet the current and future needs of the City; and

WHEREAS, the City will choose to purchase either a 2020 Ford F-250 in the amount of \$27,785.00 plus minor accessories or a 2020 Ram 2500 in the amount of \$28,797.00 plus minor accessories.

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

SECTION 1. The City Manager be, and hereby is, authorized to proceed with acquiring a new pickup truck plus minor accessories by signing any purchase agreement and related documents necessary to accomplish this. The dollar amount of said purchase is not to exceed Thirty-Two Thousand and XX/100 Dollars (\$32,000.00).

Passed this _____ day of _____, 2020.

Mike Lowrey, Mayor

Emily Berner, Clerk of Council

APPROVED AS TO FORM:

Jacob M. Jeffries, DIRECTOR OF LAW

1st _____

2nd: _____

Cobb	Y	N
Eggleston	Y	N
Vice Mayor Cook	Y	N
Mayor Lowrey	Y	N
Hopkins	Y	N
Grimm	Y	N
Eggleston-Nowakoski	Y	N

Totals:

Pass Fail

Intro: 02/03/2020

Action: 02/17/2020

Effective: 03/03/2020

NEW CHRYSLER JEEP DODGE RAM
CARLISLETM
Tobey Auto Group

Exhibit A
Ord 2020-05

1/23/2019

City of New Carlisle
331 S Church St
New Carlisle, Ohio 45344

Attn: Howard Kitko,


New Carlisle Chrysler would like to submit the below bid for a new vehicle:

2020 RAM 2500 Tradesman Reg Cab 4x4 (8 foot box)
6.4 L V8
8 Speed Auto Trans
Bright White Clear Coat
Cloth 40/20/40 Bench Seat Dark Gray
Tradesman Level 1 Group
Trailer Brake Control
Rear Backup Alarm
115V Auxiliary Front Power Outlet
18x8.0 Steel Wheels
Elec Shift-on-the-Fly Transfer Case
Snow Chief Group
Spray in Bedliner

Our bid is \$28,797.00 complete. MSRP is \$41,260.00

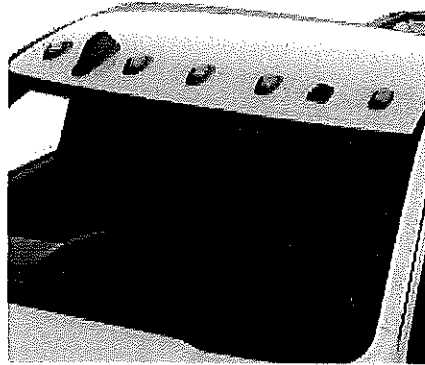
Thanks again for your time and consideration.

Sincerely,



Bobby Riggs
Briggs@ncchrysler.com
Commercial Manager / New Carlisle Chrysler
580 N Main Street
New Carlisle, Ohio 45344
937-545-1422

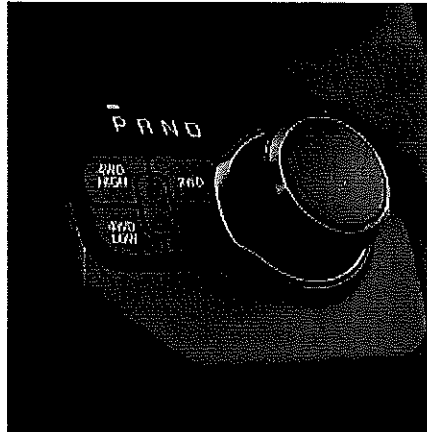
Snow Chief Group (AD2)



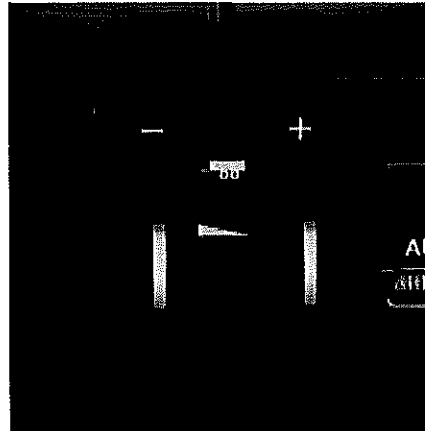
Details:

- Clearance Lamps (LNC)
- LT275/70R18E OWI On/Off Road Tires (TCP)
- Auxiliary Switches - I/P Mounted (LHL)
- Anti-Spin Differential Rear Axle (DSA)
- Transfer Case Skid Plate Shield (XEF)
- 220 Amp Alternator (BAJ)

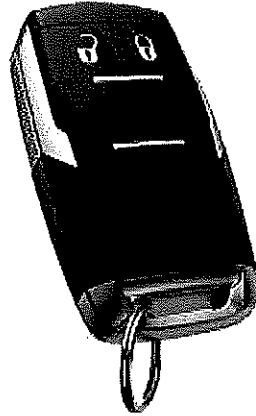
Elec Shift-On-The-Fly Transfer Case (DK3)



Trailer Brake Control (XHC)



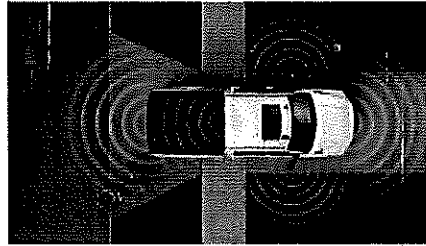
Tradesman Level 1 Equipment Group (A61)



Details:

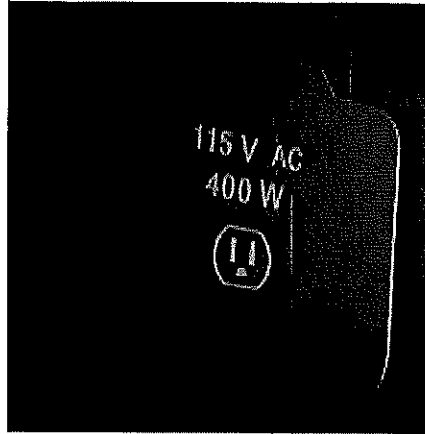
- Exterior Mirrors w/Heating Element (NHJ)
- Pwr Windows, Front 1-Touch Down (JPY)
- Speed Sensitive Power Locks (JPH)
- Satin Chrome Interior Door Handles (MTN)
- Power Heated Mirrors, Fold-Away (GT6)
- Upgraded Door Trim Panel (CTY)
- Black Exterior Mirrors (LE4)
- Overhead Console (CUN)
- Remote Keyless Entry (GXM)
- Overhead Cupholder Lamp (LBT)

Rear Backup Alarm (XAW)



An external backup alarm sounds when the vehicle is shifted into reverse.

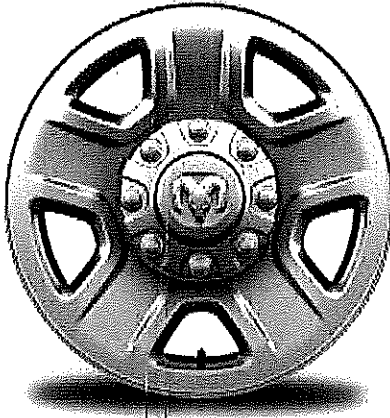
115V Auxiliary Front Power Outlet (JKV)



Details:

- 400W Inverter (XHR)

18X8.0 Steel Wheels (WBN)



Details:

- Center Hub (WMJ)
- 18" Steel Spare Wheel (WKN)
- LT275/70R18E BSW All Season Tires (TCN)

Exhibit B
 On 2020-05

SPECIFICATIONS

Pickup – 8,500 lb. – 4WD – Reg. Cab – Long Bed--MBE
 Item Number 21AT

Line No.	Standard Specification/Items	Minimum Requirements	Exceptions
Powertrain			
1.	Engine Type (Liter / Cylinder)	5.7L, V8	
2.	Horsepower (Net HP)	360	
3.	Transmission	Automatic	
4.	Locking Differential	Required	
5.	Alternator (amps)	Manufacturer Standard	
6.	Battery (CCA)	Manufacturer Standard	
7.	Cooling System	Heaviest Duty Available	
8.	Alternative Fuel (Type)	Specify	
9.	Drivetrain	4WD	
Exterior			
10.	Body Side Moldings	Manufacturer Standard	
11.	Rear Door Type	Locking Tailgate	
12.	Bed Length (ft.)	8	
13.	Rear Step Bumper	Manufacturer Standard	
14.	Tires	All Season	
15.	Spare Tire	Full	
Safety			
16.	Restraint System (Driver & Passenger)	Required	
17.	Supplement Restraint System (Driver & Passenger)	Required	
18.	Power Antilock Brakes (Front and Rear)	Required	
19.	Rear Camera	Required	
20.	Factory Installed Running Boards	Required	
Seating			
21.	Seating Capacity	3	
22.	Front Seat Type	Split Bench	
23.	Seat Covering	Vinyl	
24.	Floor Covering	Vinyl	
Dimensions			
25.	Wheelbase (in.)	133	
26.	Fuel Capacity (Gal.)	32	
27.	Headroom (Front) (in.)	40	
28.	Leg Room (Front) (in.)	41	
29.	Hip Room (Front) (in.)	60	
30.	Shoulder Room (Front) (in.)	65	
31.	Cargo Volume (cu. ft.)	75	
32.	Payload (lbs.)	2,600	
33.	Gross Vehicle Weight Rating (GVWR)(lbs.)	8,500	

SPECIFICATIONS (CONT'D)

Pickup – 8,500 lb. – 4WD – Reg. Cab – Long Bed--MBE
 Item Number 21AT

Line No.	Standard Specification Items	Minimum Requirements	Exceptions
Accessories			
34.	Air Conditioning	Required	
35.	Tilt Wheel & Cruise Control	Required	
36.	Power Windows & Door Locks	Required	
37.	Keyed Door Locks	Required	
38.	2 Sets of Keys with FOB Enabling Electronic Keyless Entry	Required	
39.	Intermittent Windshield Wipers	Required	
40.	Radio	Standard AM/FM (less SAT)	
41.	Exterior Rear View Mirror	Dual	
42.	Cargo Dome Light	Automatic	
Warranty			
43.	Rust Proofing	Min. Factory Warranty	
44.	Manufacturer Standard	Min. 3 yr./36,000 Mile	
Optional Equipment Items			
45.	Parts Manual(s)		
46.	Service Manual(s)		
47.	Additional Set of Keys with FOB Enabling Electronic Keyless Entry		
48.	Seat Belt Extender		
49.	Cloth Seat Covering		
50.	Bed Liner (Bidder to Specify Type: _____)		
51.	Tow Hitch / 7-Pin Receptacle / Brake Controller		
52.	7-Pin Trailer Receptacle Wiring (See Supplement A, page 133)		
53.	All Terrain Tires		
54.	Trailer Tow Mirrors		
55.	Backup Alarm		
56.	6-Door Utility Body		
57.	Manufacturer Snow Plow Prep Package (Includes HD Suspension, HD Alternator, HD Transmission Cooling, Skid Plates, Etc.) Does not include Snow Plow		
58.	Snow Plow Package (order w/Snow Plow Prep Package)		

PRICE SCHEDULE

ITEM #21AT PICKUP – 8,500 LB. – 4WD – REG. CAB – LONG BED--MBE

DELIVERY:		INDICATE CITY/STATE OF MANUFACTURER:		
100-120 DAYS A.R.O. (SEE IV.A.)		Louisville, KY		
CONTRACTOR: Middletown Ford		MFG: Ford	MODEL: F-250	MODEL NUMBER F2B
ITEM ID NO.: 37024		UNIT PRICE: \$ 27,785.00		
E85 Compatible? YES				

ITEM ID NO.	DELIVERY CHARGE	UNIT PRICE
37335	Delivery charge per mile, per vehicle round trip map mileage for delivery by the contractor	\$0.40
37336	Minimum Delivery Charge	\$120.00

ITEM ID NO.	DEALER OPTION/ORDER CODE	OPTION	UNIT PRICE
37605	Parts	Parts Manual: Electronic	\$ 400.00
37321	Service	Service Manual: Electronic	\$ 400.00
37617	KEY	Additional Set of Keys with FOB Enabling Electronic Keyless Entry	\$ 250.00
Specify on P.O.	SBE	Seat Belt Extender (1 Unit)	\$ 0.00
Specify on P.O.	IS	Cloth Seat Covering	\$ 0.00
37357	Bed	Bed Liner: Hard	\$ 145.00
37618	52B	Tow Hitch / 7-Pin Receptacle / Brake Controller	\$ 250.00
37619	7-Pin	7-Pin Traller Receptacle Wiring (See Supplement A, page 133)	\$ 75.00
37616	TBM	All Terrain Tires	\$ 450.00
STD	Standard	Traller Tow Mirrors	STD
37620	76C	Backup Alarm	\$ 127.00
37361	Utility	6-Door Utility Body (removes backup camera)	\$ 5,500.00
37621	473-41P	Manufacturer Snow Plow Prep Package (Includes HD Suspension, HD Alternator, HD Transmission Cooling, Skid Plates, Etc.) Does not include Snow Plow	\$ 320.00
37369	Plow	Snow Plow Package (order w/Snow Plow Prep Package) Indicate Blade Length: 8'	\$ 3,600.00

PRICE SCHEDULE (CONT'D)

ITEM #21AT PICKUP – 8,500 LB. – 4WD – REG. CAB – LONG BED--MBE

INSTRUCTIONS TO STATE AGENCIES REQUESTING UNSPECIFIED OPTIONS: State agencies that require additional equipment that is not listed in the option table above will need to provide the following to the current contract analyst listed on the contract website overview page, for approval;

1. Quote: Lists the unit price and the contents of the option(s). Manufacturer's invoice should be included.
2. Justification: Specific reasoning why the unlisted option is needed to perform job duties.

UNSPECIFIED OPTION PRICE: 3.00% above manufacturer invoice (Not to exceed 3.00%)

List standard paint colors: Agate Black, Race Red, Blue Jeans, Magnetic, Iconic Silver, Velocity Blue, Stone Gray, Oxford White

Contains recycled materials – Y/N: N if Yes _____%. (Will not be part of the evaluation)

ORDINANCE 2020-06

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR DEPOSIT OF PUBLIC FUNDS WITH SECURITY NATIONAL BANK

WHEREAS, the Codified Ordinances of the City of New Carlisle, Section 220.05, grants the City Manager the power, by ordinance, to provide for the custody of all funds of the Municipality and for the deposit of funds in a bank or banks; and

WHEREAS, Ohio Revised Code, Section 135.03, provides that any national bank, any bank doing business under authority granted by the superintendent of financial institutions, or any bank doing business under authority granted by the regulatory authority of another state of the United States, located in Ohio, is eligible to become a public depository; and

WHEREAS, Ohio Revised Code, Section 135.10, provides that if an eligible institution desires to be a public depository of the active and/or inactive deposits of a subdivision, it shall make an application therefore in writing to the proper governing boards; and

WHEREAS, Security National Bank has submitted an application/proposed agreement, attached, to the City of New Carlisle to become its public depository for active deposits, inactive deposits, and interim funds; and

WHEREAS, the Council of the City of New Carlisle desires to enter into an agreement so that Security National Bank shall act as the City of New Carlisle's public depository under Section 220.05 of its Codified Ordinances and Ohio Revised Code Sections 135.01, et al.; and

NOW, THEREFORE, THE CITY OF NEW CARLISLE HEREBY ORDAINS that the City Manager be, and hereby is, authorized to enter into an Agreement for Deposit of Public Funds, a copy of which is attached, with Security National Bank for the deposit of public funds.

Passed this _____ day of _____, 2020.

Mike Lowrey, Mayor

Emily Berner, Clerk of Council

APPROVED AS TO FORM:

Jacob M. Jeffries, DIRECTOR OF LAW

Intro: 02/03/2020
Action: 02/18/2020
Effective: 03/03/2020

	1st _____		
	2cd: _____		
Cobb	Y	N	
Eggleston	Y	N	
Vice Mayor Cook	Y	N	
Mayor Lowrey	Y	N	
Hopkins	Y	N	
Grimm	Y	N	
Eggleston-Nowakoski	Y	N	
Totals:			
	Pass	Fall	

Agreement for Deposit of Public Funds

This Agreement for Deposit of Public Funds (this "Agreement") is made as of the date executed by and between Security National Bank, a division of The Park National Bank, a national banking association (the "Financial Institution"), and City of New Carlisle (the "Customer").

WITNESSETH:

WHEREAS, the Financial Institution has proposed to the Customer that the Financial Institution will accept for deposit and safekeeping deposits for the Customer and provide certain other services;

WHEREAS, the Financial Institution has provided the Customer with access to the Financial Institution's balance sheet information as of the date of the latest report filed by the Financial Institution with the Office of the Comptroller of the Currency; and

WHEREAS, pursuant to the Uniform Depository Act of Ohio (the "Depository Act") and in accordance with the rules promulgated under the Depository Act, such proposal requires the Financial Institution to pledge and deposit with one or more qualifying trustees as security for the repayment of all public moneys to be deposited in the Financial Institution by the Customer security of the kinds specified in Section 135.18, Section 135.182 or any other section of the Ohio Revised Code specifying eligible security, as such may be amended from time to time, in a sum equal to or greater than the minimum amount of security required by the Treasurer of the State of Ohio (the "TOS") pursuant to the Depository Act and the rules promulgated under the Depository Act, as such may be amended from time to time;

NOW, THEREFORE, in consideration of the services to be provided by the Financial Institution, including the retention and safekeeping of deposits of the Customer, and the Customer's new or continued award of deposits with the Financial Institution, the Customer and the Financial Institution agree as follows:

1. Eligibility to Receive Funds. The Financial Institution represents that it is eligible to receive public funds pursuant to Ohio Revised Code Chapter 135. This agreement is subject to the Depository Act, all amendments or supplements thereto, and all rules promulgated and policies adopted pursuant thereto, as well as all other applicable laws and regulations.

2. Deposits Awarded and Accepted. The Customer awards to the Financial Institution, and the Financial Institution accepts, all deposits of the Customer. The Customer and the Financial Institution agree that the services may be changed by agreement of the Customer and the Financial Institution from time to time. Such agreement will be evidenced by delivery of written notice of such proposed changes from the Financial Institution to the Customer and failure of the Customer to deliver to the Financial Institution within 30 days after delivery of such notice written objection of the Customer to such changes. The Customer acknowledges having received a copy of the terms and conditions of the accounts into which the Customer's funds will be deposited (the "Accounts") and agrees that the Account terms and conditions are incorporated herein by reference. To the extent the Account terms and conditions are inconsistent with the express terms of this Agreement, this Agreement will control.

3. Limit on Amount of Funds. The acceptance by the Financial Institution of the amount of active, interim and inactive deposits of the Customer for which the Financial Institution has applied will not cause the total of all public funds held by the Financial Institution to exceed the limit set by Section 135.03 of the Ohio Revised Code or rules promulgated under that Section.

4. Collateral. The Financial Institution and the Customer agree that the Financial Institution will pledge to the TOS and deposit with one or more trustees qualified under the Depository Act and designated by the Financial Institution, for the benefit of the Customer and all other public depositors whose money has been deposited with the Financial Institution, eligible securities. Notwithstanding the foregoing, if the charter of the Customer requires a pledge of specific collateral for the benefit of the Customer or applicable federal law designates the pledging of specific collateral for the Customer, the Customer and the Financial Institution will make a good faith effort to submit necessary documents with the TOS to apply for and establish a specific pledge account within the Ohio Pooled Collateral Program (the "OPCP"). The Financial Institution and the Customer will comply in all material respects with their respective duties and obligations under the Depository Act, the rules promulgated by the TOS pursuant to the Depository Act, and the terms, conditions, policies and other requirements of the TOS pursuant to the OPCP, as such laws, rules, terms, conditions, policies and other requirements may be amended from time to time. The terms and conditions of this Agreement are subject to the terms and conditions of any agreement or agreements by and between the Financial Institution and the TOS relating to the Accounts, which agreement or agreements are incorporated herein by reference.

5. Amount of Collateral. Although the Customer has the right to negotiate a "public unit negotiated collateral

Agreement for Deposit of Public Funds

requirement" pursuant to Section 135.182 of the Ohio Revised Code, and the Financial Institution currently intends to pledge collateral equal to 102% of the amount of all uninsured public funds held by the Financial Institution, the Customer consents to the pledging of collateral by the Financial Institution, in the discretion of the Financial Institution and without further consent from the Customer, equal to any minimum amount required by the TOS, as such amount may be changed from time to time, pursuant to such laws and rules and policies of the TOS promulgated or adopted pursuant to such laws. The Financial Institution shall provide the Customer with prior written notice of any proposed adjustment no less than 30 calendar days before the effective date of the adjustment.

6. Trustee. The Customer agrees that the Financial Institution may, in its sole discretion, select one or more trustees qualified under Section 135.182 of the Depository Act to hold collateral for all deposits of public fund depositors held by the Financial Institution, including but not limited to those deposits made by the Customer.

7. Expenses. Each of the Customer and the Financial Institution will be responsible for and assume its respective expenses incurred as a result of compliance with and participation in the OPCP and any successor program pursuant to Ohio Revised Code Section 135.182 or any amendment or successor provision of Ohio law.

8. Termination of Participation in the OPCP. Nothing set forth in this Agreement will require the Financial Institution to continue to participate in the OPCP. If for any reason the Financial Institution is no longer eligible to participate in the OPCP or chooses to opt out of such participation, the Financial Institution will promptly provide the Customer a notice of such event. Upon receipt of such notice, the Customer will provide notice to the Financial Institution within 30 days whether the Customer will withdraw all of its deposits from the Financial Institution or maintain the Customer's deposits at the Financial Institution. If the Customer does not provide such notice to the Financial Institution within the time frame set forth above whether it intends to remove its deposits, the Customer will be deemed to have agreed to maintain the deposits at the Financial Institution, and the Financial Institution will pledge separate collateral for the deposits of the Customer held by the Financial Institution pursuant to the requirements applicable to separate pledging of collateral set forth in Ohio Revised Code Section 135.18 and in accordance with other applicable laws and regulations. The Financial Institution has no further obligation to the Customer with respect to the Financial Institution's termination of participation in the OPCP.

9. Change in Laws. The Financial Institution and the Customer agree that if any state or federal laws, rules or regulations are changed or amended during the term of the Financial Institution's designation as a public depository, and the change of laws, rules, or regulations causes this Agreement to become unlawful, in whole or in part, then this Agreement will be limited so as not to extend beyond the date when such change becomes effective.

10. Customer Privacy. The Customer consents to the Financial Institution's provision to the TOS of information supplied by the Customer to the Financial Institution, as may be required by the TOS or applicable laws, rules and policies in connection with the Accounts. The Financial Institution will not be liable to the Customer for, as a result of, or in connection with the provision of such information to the TOS nor any disclosure of such information by the TOS to any other person.

11. Notices. Any notice or demand required or permitted under this Agreement from the Customer to the Financial Institution must be in writing, shall be sent by United States certified or registered mail, return receipt requested, or by courier, hand delivery or overnight delivery, with all postage and charges prepaid, shall be deemed effective on the date it is actually received by the Bank, and shall be addressed to the Bank, Attention Commercial Cash Management, located at 51 North Third Street, Suite 502, Newark, Ohio 43055. Unless otherwise required by Applicable Law, the Customer agrees that communications from the Financial Institution may be sent electronically to the email address on file in the Financial Institution's records or in writing by regular U.S. mail, courier, hand delivery or overnight delivery at the address on file in the Financial Institution's records.

12. Governing Law and Venue. The internal laws of the State of Ohio will govern the interpretation, construction, and enforcement of this Agreement and all transactions and agreements contemplated by the Agreement, notwithstanding any state's choice of law rules to the contrary, except to the extent federal law governs. The parties agree that the sole and exclusive venue for any legal action arising out of, in connection with, or relating to this Agreement and/or the transactions and relationships between the parties contemplated by this Agreement, will be the federal district court for the Southern District of Ohio, Columbus Division, or any court of general jurisdiction of Licking County, Ohio. The parties consent to the jurisdiction of such courts and waive any claim of lack of personal jurisdiction, improper venue, and forum non conveniens.

13. Assignment. This Agreement may not be assigned by either party without prior written consent of the other party. Notwithstanding the foregoing, neither a merger of the Financial Institution into another financial institution, nor a sale of the Accounts to another financial institution eligible to receive public funds pursuant to Ohio Revised Code Chapter 135,

Agreement for Deposit of Public Funds

along with an assignment of this Agreement, will be deemed to be an assignment.

14. Waivers. The waiver by either party of a breach of any provision of this Agreement by the other party or its assignee will not operate or be construed as a waiver of any subsequent breach by the breaching party. A waiver by either party will only be valid if it is in writing and signed by an authorized officer of the party making the waiver.

15. Execution and Delivery. The execution of this Agreement or any amendment to this Agreement in one or more counterparts and the delivery of copies and of scanned or photocopied signature pages by facsimile, electronic mail or other electronic delivery will constitute effective execution and delivery of this Agreement or any amendment.

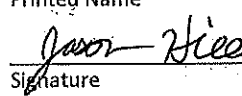
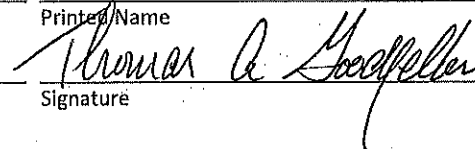
16. Agreements Superseded. With respect to the subject matter of this Agreement, to the extent that there is any inconsistency between this Agreement and any other agreement between the Customer and the Financial Institution, the terms of this Agreement supersedes all previous agreements. For purposes of clarification, with respect to any previous agreement between the Financial Institution and the Customer regarding the types and maximum amount of deposits to be received by the Financial Institution from the Customer, compliance with the Depository Act, and participation by the Financial Institution and the Customer in the OPCP, this Agreement supersedes all previous oral and written agreements.

17. Contact Persons. Information regarding the Customer's contact persons with respect to this Agreement is set forth below. The Customer may designate substitute contact persons as the Customer deems necessary or appropriate. The Customer will promptly notify the Financial Institution of such substitutions and changes in contact persons and information. Deborah A Watson dwatson@newcarlisle.net

18. Term. The term of this Agreement is five years from the later of the date of execution of this Agreement or the first deposit of funds pursuant to this Agreement. Notwithstanding the foregoing, the parties to this Agreement may agree to renew the Agreement for a new term without execution of a new agreement by execution and delivery of a writing signed by both parties or by delivery of a written notice of changed terms by the Financial Institution to the Customer to which the Customer does not deliver written notice of objection to the Financial Institution within 30 days after delivery of the notice from the Financial Institution to the Customer.

IN WITNESS WHEREOF, the undersigned have caused this Agreement for the Deposit of Public Funds to be executed by their authorized officers as of the day and year first above written.

Security National Bank, a division of The Park National Bank

Jason Hill	Banking Officer	Thomas Goodfellow	SVP
Printed Name	Title	Printed Name	Title
	12/03/2019		12/03/2019
Signature	Date	Signature	Date

City of New Carlisle

Randall S Bridge	City Manager	Deborah A Watson	Finance Director
Printed Name	Title	Printed Name	Title
Signature	Date	Signature	Date
Printed Name	Title	Printed Name	Title
Signature	Date	Signature	Date

ORDINANCE 2020-07

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

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

WHEREAS, the City Council instructed the City Manager to purchase iPads for Council member use for City Business; and

WHEREAS, the iPads will improve the efficiency of Council member work while also reducing the cost of paper associated with meeting packets; and

WHEREAS, there is currently no policy addressing Council member use of City owned iPads.

NOW, THEREFORE, THE CITY OF NEW CARLISLE HEREBY ORDAINS that Chapter 248 of the Codified Ordinances of the City of New Carlisle be amended to add the City Council iPad Policy, attached as Exhibit A.

Passed this _____ day of _____, 2020.

Mike Lowrey, Mayor

Emily Berner, Clerk of Council

APPROVED AS TO FORM:

Jacob M. Jeffries, DIRECTOR OF LAW

1st _____

2nd: _____

Cobb	Y	N
Eggleston	Y	N
Vice Mayor Cook	Y	N
Mayor Lowrey	Y	N
Hopkins	Y	N
Grimm	Y	N
Eggleston-Nowakoski	Y	N

Totals:

Pass

Fail

Intro: 02/03/2020

Action: 02/18/2020

Effective: 03/04/2020

248.13 City Council iPad Policy and iPad Device Agreement

(a) Purpose

- (1) The City Council acknowledges and agrees that the provision and use of an iPad will assist the members of the City Council in the efficient performance of their duties as City Council members and thereby improve their service to the public. iPad use will also reduce paper and photocopying costs.*
- (2) This policy is adopted by the City Council and constitutes its mutual statement of what are and are not appropriate uses for this important technology tool.*
- (3) The explicit privileges and restrictions set forth in this policy do not attempt to cover every situation that may arise in connection with the use of this new form of electronic communication.*
- (4) City Council members acknowledge, understand and respect the underlying iPad, Internet and usage philosophy that forms the basis of this policy, including the understanding that only City e-mail accounts will be used to conduct City business, and that the City will no longer provide paper meeting packets to City Council members unless otherwise requested.*

(b) Receipt of iPad

- (1) The City of New Carlisle Administration shall issue each City Council member an iPad with a cover or case. Any additional iPad accessories, such as keyboards, styluses, screen protectors, cables or adapters, shall be at an individual City Council member's own expense and shall remain the property of that City Council member at the end of that Council member's term and service.*
- (2) City Council members have already or will each receive a separate e-mail account that shall be used to receive City Council member official City documents, including, without limitation, City Council agendas, staff reports, packets and the like, and used by City Council members to send all e-mails relating to City business.*
- (3) The iPad will serve as the City Council member's sole source of meeting packets because paper meeting packets will not be provided to City Council members.*
- (4) City Council members will have access to the Internet through the iPad. However, before being authorized to access and utilize City computer and iPad equipment for Internet and e-mail communication, the City Council member shall sign the City's iPad Device Agreement, a copy of which is attached hereto, and also comply with this section of the New Carlisle City Ordinances (City Council iPad Policy) and Chapter 246, Appendix E (Internet and E-mail Use Policy) .*

(c) Care of iPad

- (1) City Council members are responsible for the general care of the iPad issued to them by the City.*
- (2) iPads that are broken or that fail to work properly must be taken to the City Manager, who will provide the device for an evaluation by the Bridge Group.*
- (3) iPads must remain free of any writing, drawing, stickers or labels that are not the property of the City. Only a clean, soft cloth should be used to clean the screen.*

(d) Software on iPad

- (1) The software and applications installed by the City must remain on the iPad in usable condition and be readily accessible at all times.*
- (2) From time to time, the City may add or upgrade software applications, which will require City Council members to check in their iPads with the Bridge Group for periodic updates and syncing.*
- (3) Any software, e- mail messages or files downloaded via the Internet into the City systems become the property of the City and may only be used in ways that are consistent with applicable licenses, trademarks or copyrights.*
- (4) Files from sources that a City Council member may have any reason to believe may be untrustworthy shall not be downloaded, nor shall files attached to e-mail transmissions be opened and read unless the City Council member has knowledge that they originate from a trustworthy source.*

(A) Downloaded files and attachments may contain viruses or hostile applications that could damage the City's information systems. City Council members will be held accountable for any breaches of security caused by files obtained for non-City business purposes.

(B) If technical difficulties occur or illegal software is discovered, the iPad will be restored from backup. The City does not accept responsibility for the loss of any software or documents due to a re-format and re-image.

(e) Acceptable Use

- (1) The iPad, Internet and e-mail access provided by the City are tools for conducting City business. Thus, City Council member use of such tools will be primarily for City business related purposes, i.e., reviewing City Council agenda materials, obtaining useful information for City related business, and conducting appropriate City related business communications.*
- (2) All of the City's computer systems, including the iPad, are considered to be public property.*

(3) All documents, files and e-mail messages created, received, stored in, or sent from any City iPad are considered public records, subject to disclosure to the public pursuant to the Ohio Public Records Act, and are considered to be the property of the City of New Carlisle, Ohio.

(4) All existing City policies will continue to apply to City Council member conduct on the Internet and in the use of e-mail, including, but not limited to, those that deal with misuse of City resources, sexual harassment, electronic communications, information and data security, and confidentiality.

(A) iPad, Internet and e-mail activities will be traceable to the City of New Carlisle, Ohio and will impact the City's reputation.

(B) City Council members are to refrain from making any false or defamatory statements in any Internet forum or from committing any other acts that could expose the City to liability.

(5) City Council members shall not use e-mail, instant messaging, text messaging or similar forms of electronic communications at any time during a meeting of the City Council at which he or she is in attendance. This limitation shall not apply to communications received from family members in the event of an urgent family matter. A City Council member wishing to respond to an urgent family matter during a meeting shall do so during a recess or shall excuse himself or herself from the meeting in a non-disruptive manner.

(6) City Council members shall not use the iPad in violation of the public meeting requirements of the Ohio Open Meetings Act.

(7) City Council members shall not use City issued iPads for operating a business for personal gain, sending chain letters, soliciting money for religious or political causes, or any or other purpose that interferes with normal City business activities.

(8) City Council members shall not use City issued iPads for any illegal activity.

(9) City Council members shall not use City issued iPads to deliberately propagate any virus or other hostile computer program or file, to disable or overload any computer system or network, or to circumvent any system intended to protect the privacy or security of another user.

(f) Repairing and Replacing iPad

(1) iPads that malfunction or are damaged must be reported to the City Manager and the Bridge Group.

(2) The City will be responsible for repairing iPads that malfunction.

(A) iPads that have been damaged from misuse or neglect, or have been accidentally damaged by a City Council member will be repaired by the City, with the cost borne by the responsible City Council member in the sole and exclusive judgment of the City Manager and/or the Bridge Group.

(B) Damage includes, but is not limited to, broken screens, cracked plastic pieces, and inoperability.

(C) If the cost to repair the iPad exceeds the cost of purchasing a new device, then the responsible City Council member shall pay the full replacement value.

(D) If the iPad is stolen from or lost by a City Council member, then that City Council member shall pay an amount deemed appropriate by the balance of the City Council.

(g) Return of iPad

(1) A City Council member shall return his or her iPad to the City Manager when that individual Council member's term and service on the City Council has ended.

(2) Upon return of the iPad to the City and following the preparation of any appropriate backup files, the iPad will be wiped clean of any and all information at the end of a Council member's term and service, subject to the Records Retention Policy of the City of New Carlisle and/or any similar Ohio law

(h) Compliance with Policy

(1) The City reserves the right to inspect any and all files stored on iPads that are the property of the City to ensure compliance with this policy.

(2) City Council members do not have any personal privacy right in any matter created, received, stored in, or sent from any City issued iPad, and the City Manager is hereby authorized to institute appropriate practices and procedures to ensure compliance with this policy.

(3) Any violation of this policy may result in discipline as deemed appropriate by the balance of the City Council.

Appendix A - City Council iPad Device Agreement

I, the undersigned, City Council member of the City of New Carlisle, have been provided a copy of the City of New Carlisle's iPad Policy and iPad Device Agreement (below) and understand its contents fully. I accept and understand the terms of the policy and agree to abide by all terms contained therein.

**iPad
Device Agreement**

I, _____, agree to use my City of New Carlisle, Ohio issued iPad device under the following conditions and under the conditions described in Section 248.13 (City Council iPad Policy) and Chapter 246, Appendix E (Internet and E-mail Use Policy) of the Codified Ordinances of the City of New Carlisle, Ohio:

Security

1. I will only let City of New Carlisle employees, including other City Council members, use my device unless otherwise approved by the City Manager.
2. I will not leave my device unattended in public areas, in vehicles or other unsecure locations.
3. I will exercise due diligence when working on confidential material in public areas as to not let others view the information on my screen.
4. I understand that external storage devices are not to be used on the device at any time.
5. I understand that all assigned devices remain the property of the City of New Carlisle, Ohio
6. If my device is lost or stolen, I will notify the Bridge Group immediately by calling the emergency number: 937-845-3626.

Physical Condition

1. I will be cautious around food and drink so as to not cause damage to my issued device.
2. I will report any damage to the device to the City Manager so he or she can immediately contact the Bridge Group.
3. I will transport the device in its case at all times.
4. I will be cautious while plugging the City of New Carlisle's approved peripherals, power and network cables into the device.
5. I will keep the device out of the reach of children.
6. I will not connect personal devices to the device.

City Council Member

Printed Name

Date

Assigned Mobile Device

Type	Make	Model	SN/Service Tag	Description

ORDINANCE 2020-08

AN ORDINANCE AMENDING CHAPTER 246 OF THE CODIFIED ORDINANCES
OF THE CITY OF NEW CARLISLE REGARDING EMPLOYEES GENERALLY

WHEREAS, Chapter 246 of the Codified Ordinances of the City of New Carlisle addresses various City policies regarding employees generally; and

WHEREAS, Chapter 246 - Appendix E governs the City employees' use of the City provided internet and e-mail addresses; and

WHEREAS, the City Manager is the administrator of all City e-mail accounts; and

WHEREAS, the City Manager should be the person responsible for the changing of all City e-mail account passwords due to his role as administrator.

NOW, THEREFORE, THE CITY OF NEW CARLISLE HEREBY ORDAINS that Chapter 246 - Appendix E of the Codified Ordinances of the City of New Carlisle be amended as described in the attached Exhibit A.

Passed this _____ day of _____, 2020.

Mike Lowrey, Mayor

Emily Berner, Clerk of Council

APPROVED AS TO FORM:

Jacob M. Jeffries, DIRECTOR OF LAW

1st _____

2cd: _____

Cobb	Y	N
Eggleston	Y	N
Vice Mayor Cook	Y	N
Mayor Lowrey	Y	N
Hopkins	Y	N
Grimm	Y	N
Eggleston-Nowakoski	Y	N

Totals:

Pass

Fail

Intro: 02/03/2020

Action: 02/18/2020

Effective: 03/04/2020

APPENDIX E: INTERNET AND E-MAIL USE POLICY

2. Computer systems

A. The City of New Carlisle has a variety of computer systems that facilitate normal day-to-day operations.

B. Any computer system, P.C. system, portable device, or any other information holding device used for management of City of New Carlisle information issued by the City to a user, is the property of the City and is subject to inspection, maintenance, and removal at any time.

C. All passwords must be set and changed through the ~~Finance Director~~ *City Manager*.

D. Authorization must be obtained from the ~~Finance Director~~ *City Manager, after the City Manager consults with the City's contracted IT Professionals, before any changes are made to any City owned device in regard to settings, passwords, software, hardware, or any other change.*

E. Employees are forbidden to access or modify any information systems or files to which they have no official permission or authority to enter.

This policy applies to all employees (full or part-time) and others, *including City Council members*, who are provided access to the City's technology systems. The use of the City's technology systems shall constitute agreement that the user is aware of this policy and consents to the terms outlined above. Contractors, volunteers, and other outside parties should only be provided access to the City's technology systems when it is necessary for business purposes of the City, and only if such access is approved by the appropriate Department or Division head, who shall be responsible to enforce this policy for all technology users.

ORDINANCE 2020-09

AN ORDINANCE AMENDING CHAPTER 276 OF THE CODIFIED ORDINANCES OF THE CITY OF NEW CARLISLE, OHIO REGARDING BOARDS AND COMMISSIONS

WHEREAS, Chapter 276 of the Codified Ordinances of the City of New Carlisle addresses various City Boards and Commissions; and

WHEREAS, the City Council believes it is in the best interest of the City of New Carlisle to require a person to be a resident of the City of New Carlisle to be eligible to serve on any Board or Commission regulated by the Charter and/or Codified Ordinances of the City of New Carlisle; and

WHEREAS, a new Section 276.02 must be enacted to ensure that only City of New Carlisle residents are eligible to serve on any Board or Commission regulated by the Charter and/or Codified Ordinances of the City of New Carlisle.

NOW, THEREFORE, THE CITY OF NEW CARLISLE HEREBY ORDAINS that Section 276.02 of the New Carlisle Codified Ordinances is enacted as shown in the attached Exhibit A.

Passed this _____ day of _____, 2020.

Mike Lowery, MAYOR

Emily Berner, CLERK OF COUNCIL

APPROVED AS TO FORM:

Jacob M. Jeffries, DIRECTOR OF LAW

1st _____

2nd: _____

Cobb	Y	N
Eggleston	Y	N
Vice Mayor Cook	Y	N
Mayor Lowrey	Y	N
Hopkins	Y	N
Grimm	Y	N
Eggleston-Nowakoski	Y	N

Totals:		
	Pass	Fail

Intro: 02/03/2020

Action: 02/18/2020

Effective: 03/03/2020

276.02 *Eligibility for Boards and Commissions*

Each Title Eight Board or Commission member at the time of his or her appointment and throughout the term of his or her appointment shall be a registered voter in and a resident of the City of New Carlisle. The Council shall be the sole judge of the eligibility required by this section.