



CITY COUNCIL REGULAR SESSION PACKET

July 20, 2020 @ 7:00pm

****PLEASE NOTE THAT TONIGHT'S MEETING WILL BE HELD REMOTELY VIA ZOOM****

The public is **highly encouraged** to live stream the meeting at <https://newcarlisle.net/Live-Meeting-Stream> and participate by submitting questions to councilquestions@newcarlisle.net

1. Call to Order: Mayor Mike Lowrey
2. Roll Call: Clerk of Council
3. Invocation:
4. Pledge of Allegiance:
5. Action on Minutes: 07/06/2020 - Work Session and 07/06/2020 - Regular Session
6. Communications: NONE
7. City Manager's Report: Attached
8. Comments from Members of the Public: Please email questions to councilquestions@newcarlisle.net
9. Committee Reports: None

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

A. Resolution 2020-10R (Introduction, Public Hearing and Action Tonight)

A RESOLUTION APPOINTING THE CITY MANAGER AS THE DESIGNEE FOR THE CITY OF NEW CARLISLE'S MANDATORY PUBLIC RECORDS TRAINING REQUIRED BY THE OHIO PUBLIC RECORDS ACT

11. ORDINANCES: (3 - Intro; 2 - Action)

A. Ordinance 2020-22E (Introduction, Public Hearing and Action Tonight)

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE BOARD OF CLARK COUNTY COMMISSIONERS FOR THE 2020 ROADWAY RESURFACING CONTRACT AND DECLARING AN EMERGENCY

B. Ordinance 2020-23E (Introduction, Public Hearing and Action Tonight)

AN ORDINANCE AUTHORIZING THE CITY OF NEW CARLISLE, OHIO TO ENTER INTO A FIRST AMENDMENT TO OPTION AND LAND LEASE AGREEMENT FOR THE PURPOSE OF CONTINUING TO LEASE A PORTION OF THE CITY'S WATERWORKS PROPERTY TO SPRINGFIELD CTC D/B/A VERIZON WIRELESS, AND DECLARING AN EMERGENCY

C. Ordinance 2020-24 (Introduction Tonight, Public Hearing and on August 28th @ 5pm)

AN ORDINANCE EMPLOYING A DIRECTOR OF FINANCE

*This ordinance was introduced after Executive Session dated 07/20/2020)

12. OTHER BUSINESS: None

13. Executive Session: To Discuss the Employment of a Public Employee

14. Return to Regular Session: N/A

15. Adjournment

Next **Special Meeting** of the City Council will be held on *Tuesday, July 28th @ 5pm*. The public can view the meeting at <https://newcarlisle.net/Live-Meeting-Stream> and submit questions to councilquestions@newcarlisle.net

Next **Work Session** of the City Council will be held on *Monday, August 3rd at 6pm*. The public can view the meeting at <https://newcarlisle.net/Live-Meeting-Stream> and submit questions to councilquestions@newcarlisle.net

Next **Regular Meeting** of the City Council will be held on *Monday, August 3rd at 7pm*. The public can view the meeting at <https://newcarlisle.net/Live-Meeting-Stream> and submit questions to councilquestions@newcarlisle.net

RECORD OF PROCEEDINGS

MINUTES: CITY OF NEW CARLISLE, OHIO WORK SESSION MEETING

HELD: Monday, JULY 6, 2020

- 1. CALL TO ORDER:** MAYOR LOWREY CALLED THE MEETING TO ORDER
 - 2. ROLL CALL:** Berner calls the roll. Lowrey, Hopkins, Grimm, Nowakowski, Cobb-Eggleston, Cook. 7 members present. Staff present: Bridge, Berner, Hutchinson
 - 3. INVOCATION:** CM COBB
 - 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:** NONE
 - 9. COMMITTEE REPORTS:** None
 - 10. RESOLUTIONS:** NONE
 - 11. ORDINANCES:** NONE
 - 12. OTHER BUSINESS:**
 - A. Legislation Discussion:**
 - B. Open Discussions Related to the City Business**

Council discusses upcoming trash contract.
Hopkins motions to put the trash contract out for bid with 55 and up senior rate, dumpster at Haddix ball field and extra trash pick up at Christmas with 2nd by VM Cook. Bridge suggests waiting on the extra bags until he finds out the details.
Hopkins retracts her motion, Cook retracts his 2nd and Hopkins makes a new motion that does not include the extra bags at Christmas with a 2nd by VM Cook.
Motions accepted 7-0.
-Grimm asks about coffee and donuts in July. Council is holding off hosting.
 - 13. EXECUTIVE SESSION:** NONE
 - 14. RETURN TO REGULAR SESSION:** NONE
 - 15. ADJOURNMENT: @ 6:53 pm**
- 1st Cobb 2nd Hopkins motion accepted 7-0.

Mayor Mike Lowrey

Clerk of Council Emily Berner

RECORD OF PROCEEDINGS

MINUTES: CITY OF NEW CARLISLE, OHIO _____ REGULAR MEETING
 HELD: Monday, July 6, 2020

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

2. ROLL CALL: Berner calls the roll. Lowrey, Hopkins, Grimm, Nowakowski, Cobb-Eggleston, Cook. 7 members present. Staff present: Bridge, Berner, Hutchinson, and Trusty

3. INVOCATION: CW Hopkins

4. PLEDGE OF ALLEGIANCE

5. ACTION ON THE MINUTES:

6/15/20 Work Session 1st Cobb 2nd Grimm Accepted 7-0

6/15/20 Regular Session 1st Eggleston 2nd Hopkins Accepted 6-0-1 Abstain Cobb-Absent

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: July 4, 2020 for July 6, 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
B. SERVICE REPORT
C. PLANNING & ZONING REPORT
C. FIRE REPORT
D. POLICE REPORT

***E. INFORMATIONAL ITEMS**

- Finance Department**
 - o Updates
 - City Building Operations**
 - o Will Open Lobby on 7/7/2020 for Appointments Only
 - Appointments in Lobby Area Only
 - Visitors will be required to have their temperatures checked **and** wear a mask
 - o Remainder of City Buildings Continue to be Closed to the Public
 - Shelter House Reservations**
 - o Discussion
 - Current City Building Purchase**
 - o Closed on 6/30/2020
 - o New Payment and Term Discussion
 - County 9-1-1 Communication Groundbreaking Ceremony**
 - o Held on 06/30/2020
 - o City Attendance: Councilwomen Eggleston & Nowakowski, City Manager Randy Bridge, Planning Director Derek Hutchinson
 - Motion to Approve**
 - o Alternative Method of Apportionment of the Local Government Fund
 - o Attached
 - Hinkle System Filing Extension Request**
 - o Extension Approved
 - o Sending Documents Now to start GAAP, will lead to actual audit
 - Waste Management Renewal Cost Comparison**
 - o Attached
 - o **Special Meeting Requested** to Discuss Bid Specifications in Detail for Potential Changes for Finalization of Specs
 - Water Disconnections During COVID-19**
 - o Expires July 10th
 - o **Special Meeting Requested** to Discuss Re-establishing Disconnections for Non-Payment
 - o Information from State of Ohio - Attached
 - Legislation to Amend Current CIP Introduced at Special Meeting**
 - o For Current City Building Down Payment AND Dehumidifiers at Water Plant
 - Upcoming**
 - o Street Light Assessments
 - o Abatement/Utility Assessments
-

COMMENTS/QUESTIONS:

-Derek Hutchinson informs the Council they hired 2 part time code enforcement officers. Lending tool shed opens. Tools to rent for 24 hours. CM Cobb asks about the total cost that is currently under \$2000.00. CM Hopkins asks about the liability if they hurt themselves. Residents who borrow a tool will sign a contract obtaining the risk. CW Eggleston asks what happens if they do not return the tool. The theft will be reported to the CCSD. Mayor Lowrey asks about proof of residence, Drivers license and current water bill needed. CM Cobb asks about security cameras. Hutchinson notes no cameras, replaced doors and added locks.

-Bridge comments on the new code enforcement officers and will be asking Council to purchase a vehicle.

-Motion to Approve needed: Local government fund formula

1st Eggleston 2nd Hopkins Motion accepted 5-2. Nay: Grimm, Cook

Grimm asks where the form came from. Grimm hasn't been able to get the form. Bridge notes from the auditor's office. Nowakowski adds it is not proportionate. Grimm notes Springfield gets 50x more. Bridge recaps motion/formula for CM Cobb who was absent from previous meeting.

-Special meeting to discuss water connections or early work session. Council agrees to an early work session at 5:30pm on 7/20/20.

8. COMMENTS FROM MEMBERS OF THE PUBLIC: NONE**9. COMMITTEE REPORTS: NONE****10. RESOLUTIONS:****RESOLUTION 2020-08R**

A RESOLUTION ADOPTING THE UPDATE OF THE CLARK COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION FIVE-YEAR PLAN

Renewal/updated plan.

1st Nowakowski 2nd Eggleston Accepted 7-0

11. ORDINANCES:**ORDINANCE 2020-21**

AN ORDINANCE ADOPTING THE TAX BUDGET FOR THE CITY OF NEW CARLISLE, OHIO FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2021, AND SUBMITTING THE SAME TO THE AUDITOR OF CLARK COUNTY, OHIO

1st Eggleston 2nd Grimm Accepted 6-0-1 (Nowakowski tech issues)

12. OTHER BUSINESS:

-Mayor Lowrey on Heritage of Flight Festival -have an announcement later this week.

-CW Eggleston asks about moving the skate park from the pool to the park? Lowrey suggests bringing up next meeting to Mr. Kitko.

-Eggleston suggests amending noise ordinance to include fireworks. Cobb suggests holding off until it goes to vote. Discussion on fireworks and noise ordinance. CW Eggleston motions to move forward with Council support in talking with the lawyer to draft legislation to amend noise ordinance with 2nd by VM Cook. Accepted 4-3 Nays: Hopkins, Grimm, Cobb.

-VM Cook thanks Chief Trusty for the push in event. Trusty adds the department received their new 2020 Medic unit and thanks members of Council for coming. Hopkins adds the cot/load system worth every penny. Trusty thanks assistant Chief Cooper. Cobb thanks Chief Trusty and his crew. Bridge and Grimm both thanked the residents for their votes allowing the department to upgrade.

13. EXECUTIVE SESSION: NONE**14. RETURN TO REGULAR SESSION: NONE****15. ADJOURNMENT: @ 8:16pm**

1ST Cobb 2ND Hopkins

Accepted 6-0-1

Mayor Mike Lowrey

Clerk of Council Emily Berner



City Manager's Report

July 20, 2020

A. FINANCE REPORT

- Will resume on 08/03/2020 or before
- June information still being entered into financial systems

B. SERVICE REPORT

- Attached

C. PLANNING & ZONING REPORT

- Attached

D. FIRE REPORT

- Attached

E. POLICE REPORT

1. Activity

- Miles Patrolled - 4,096
- Calls of Service - 222
- Reports - 31
- Criminal arrests - 27
- Traffic Citations - 4
- Traffic Warnings - 26
- Business Checks - 725
- Citizen Contacts - 225

2. Police Administrator

- Currently having a Sgt's test to determine candidates
- Will be a mutual decision between City and Sheriff, per the current contract

F. OTHER ITEMS

- City Building - Downtown
 - Out to Bid on September 8th, 2020 with 3 to 4 week run time
 - Alternative Bids
 - 3rd Floor
 - Bathroom on 2cd Floor
 - Upgraded Lights and Fixtures
 - City Responsibility - Not Included in Bid Specs
 - Upgraded Electrical, IT Wiring, Certain Furniture, Workstations, and other related items
- Income Tax Collection Tracking
 - Information Attached
- Shelter House Reservations
 - Dependent upon state orders pertaining to gathering limits
 - Currently, no reservations are being honored
- Waste Removal Bid Specs
 - Updated due to work session dated July 6, 2020
 - Sent to City Council via email
- Street Light LED Change-Out
 - Project is underway
 - Will have positive impacts on visuals and overall safety
- Speed Limit Reduction on St. Rt. 571
 - Legal Memo - Attached
 - Discussion
- COVID-19 Updates from the Clark County Health District
 - Attached
- Upcoming
 - Street Light Assessments
 - Abatement/Utility Assessments
 - 2020 Budget Adjustments due to COVID-19 (Revenues, Expenses, and CIP)



To: Mr. Bridge, City Manager
From: Howard Kitko, Service Director
Date: July 20, 2020
Subject: Council Update

Public Works Departments:

- Curb Repair; Washington and Henry are complete. Church St. curb repair delayed to complete Tal Shroyer curb and gutter and Hilcrest r.o.w. clearing for the county wide roadway project.
- Major and Minor streets are complete with the first round of Dura-Patching. Larger repair are to start soon.

Water Department:

- Water Treatment Plant Old High Service Pump building rehab is underway. Project includes all new pipe and pipe fittings, valves, heater, dehumidifier and general clean up. Project materials were purchased through the Water capital outlay fund. Project is 90% complete. I will share pics at a later date.
- Sanitary Survey; We have received some recommendations and violations. The City already corrected or will have corrective action in place to remedy a particular violation. The one violation of concern is the Adam's Street Water Tower. Tower inspection to be last week in June, weather pending. More discussion to come.
- Scarff Tower project is complete and back online.
- Leak detection survey completed 6/5: 4 unsurfaced main breaks located, 3 of those repaired to date. 7 of the 10 hydrant leaks have been repaired.

2020 Road Resurfacing Project:

Resurface Langdale Ave., Glenn Ave., Hamilton Ave., Clayton Ct., Corona Cir. and chip seal/fog Hillcrest Ave., Tal Shroyer/Short Dr. Bids were opened 7/9 and came in under bid. Start time will be updated at the next mtg.

Traffic Signal Upgrade Project:

Project was awarded to Bansal Construction Co. Construction is to be completed by 8/31/20. Contractor is on hold to some soil issues while drilling for the main poles. Update to come soon.

*Derek Hutchinson
Planning Director
City of New Carlisle*

Planning Department Update 7/16/2020

Planning/Zoning

- 62 Approved Zoning Permits issued YTD.

Code Enforcement

- Our two new Code Enforcement Officers started on the 13th. David Bunting has 29 years' experience as a Code Enforcement Officer with the City of Oakwood. Andrew Rice has two years' experience with the City of Beavercreek Code Enforcement and a recent Degree in Urban Planning.

Community Development

- Tool Lending Center Update
 - The TLC is in operation. We are currently accepting reservations for tools. Residents can call and schedule a time to pick-up or drop-off tools.
 - Ribbon Cutting/Grand Opening will be Tuesday, August 4th. Time TBD.

Economic Development

- Our office has been receiving many inquiries regarding commercial vacancies. Several potential businesses in the early planning stages.



City of New Carlisle
City Council Meeting
07-20-2020
Fire-EMS Report

- In the Month of June the New Carlisle Fire Division responded to 83 EMS call in the City an 18 in Elizabeth Township.
- The Division responded to 08 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.
- The new medic 52 is in service.

Steven Trusty
Fire Chief
City of New Carlisle

New Carlisle Fire Division

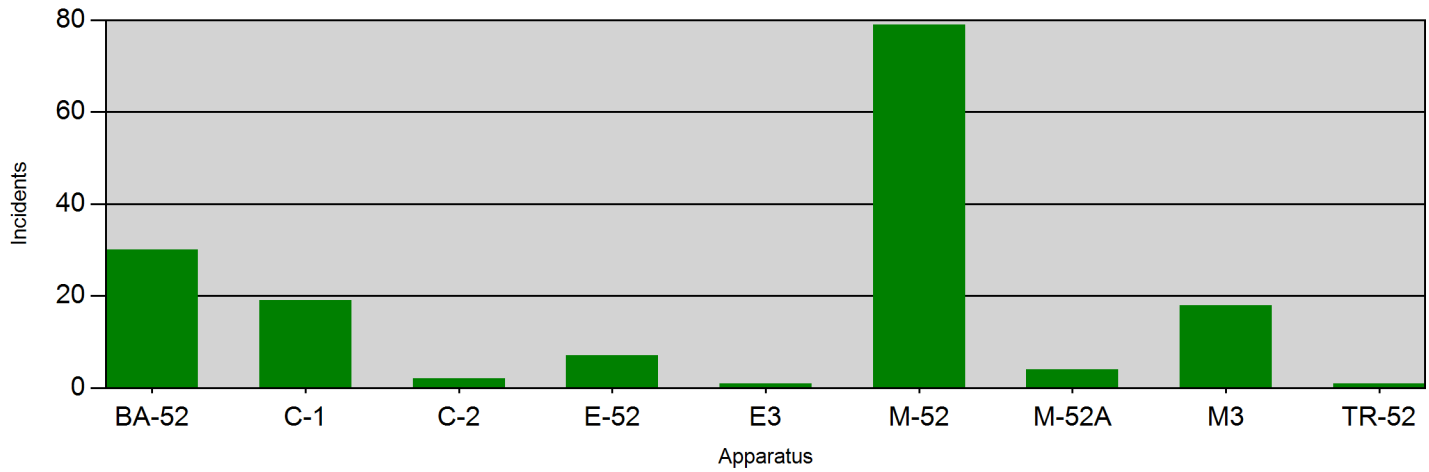
New Carlisle, OH

This report was generated on 7/1/2020 11:05:16 AM



Incident Count per Apparatus for Date Range

Start Date: 06/01/2020 | End Date: 06/30/2020



APPARATUS	# of INCIDENTS
BA-52	30
C-1	19
C-2	2
E-52	7
E3	1
M-52	79
M-52A	4
M3	18
TR-52	1

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

NET INCOME TAX COLLECTION SUMMARY AND COMPARISON 2019-2020

City Income Tax - CCA Monthly Comparison					State of Ohio - Utility Tax & Net Profit Tax Monthly Comparison					CCA & Ohio - Combined Monthly Comparison				
Month Received	2019	2020	Difference	% Difference	Month Received	2019	2020	Difference	% Difference	Month Received	2019	2020	Difference	% Difference
**January	104,481.97	137,018.62	32,536.65	31.14%	**January	-	-	-	-	January	104,481.97	137,018.62	32,536.65	31.14%
**February	126,862.14	144,855.48	17,993.34	14.18%	**February	8,586.83	981.71	(7,605.12)	-88.57%	February	135,448.97	145,837.19	10,388.22	7.67%
**March	94,033.73	98,286.58	4,252.85	4.52%	**March	2,230.63	4,352.26	2,121.63	95.11%	March	96,264.36	102,638.84	6,374.48	6.62%
**April	153,763.06	143,082.39	(10,680.67)	-6.95%	**April	8.57	1.30	(7.27)	-84.83%	April	153,771.63	143,083.69	(10,687.94)	-6.95%
May	230,859.42	108,000.00	(122,859.42)	-53.22%	**May	3,165.10	811.41	(2,353.69)	-74.36%	May	234,024.52	108,811.41	(125,213.11)	-54%
June	196,229.94	156,000.00	(40,229.94)	-20.50%	**June	8,192.79	3,937.92	(4,254.87)	-52%	June	204,422.73	159,937.92	(44,484.81)	-22%
July	118,515.65				July	-				July				
August	138,651.59				August	13,690.94				August				
September	77,353.12				September	1,424.35				September				
October	139,649.04				October	0.03				October				
November	110,350.63				November	3,541.06				November				
December	112,707.44				December	(8,621.31)				December				
Totals	1,603,457.73	787,243.07			Totals	32,218.99	10,084.60			Totals	928,414.18	797,327.67	(131,086.51)	
**Includes Revisions, Adjustments, & Overhead Fees (2020)					**Includes Fees									
ESTIMATED PAYMENTS														

City Income Tax (CCA) Yearly Comparison					State of Ohio - Utility & Net Profit Tax Yearly Comparison					CCA & Ohio - Combined Yearly Comparison				
Month Received	2019	2020	\$ Difference	% Difference	Month Received	2019	2020	\$ Difference	% Difference	Month Received	2019	2020	\$ Difference	% Difference
January	104,481.97	137,018.62	32,536.65	31.14%	January	-	-	-	-	January	104,481.97	137,018.62	32,536.65	31.14%
February	231,344.11	281,874.10	50,529.99	21.84%	February	8,586.83	981.71	(7,605.12)	-88.57%	February	239,930.94	282,855.81	42,924.87	17.89%
March	325,377.84	380,160.68	54,782.84	16.84%	March	10,817.46	5,333.97	(5,483.49)	-50.69%	March	336,195.30	385,494.65	49,299.35	14.66%
April	479,140.90	523,243.07	44,102.17	9.20%	April	10,826.03	5,335.27	(5,490.76)	-50.72%	April	489,966.93	528,578.34	38,611.41	7.88%
May	710,000.32	631,243.07	(78,757.25)	-11.09%	May	13,991.13	6,146.68	(7,844.45)	-56.07%	May	723,991.45	637,389.75	(86,601.70)	-11.96%
June	906,230.26	787,243.07	(118,987.19)	-13.13%	June	22,183.92	10,084.60	(12,099.32)	-54.54%	June	928,414.18	797,327.67	(131,086.51)	-14.12%

**Monthly Revenue Received Is Collected from the Month Prior (Ex. February revenues were collected in January)

MEMORANDUM

To: Randy
From: Jake
Re: Jefferson St. Speed Limit
Date: 7/13/2020

The City is permitted to reduce the speed limit on Jefferson St. to twenty-five miles per hour but only for the parts of Jefferson St. contained within business districts. To lower the speed limit to twenty-five mile per hour for all of Jefferson St., the City would have to have a speed study done and then submit it and relevant legislation to ODOT for approval.

Section 4511.19 of the Revised Code dictates the prima-facie lawful speed limits within the State of Ohio. The relevant provisions of that statute are as follows:

(B)(2) "Twenty-five miles per hour in all other portions of the municipal corporation, except on state routes outside business districts, through highways outside business districts, and alleys"

*(B)(3) "Thirty-five miles per hour on all state routes or through highways within municipal corporations outside business districts * * *"*

The City cannot pass legislation contrary to § 4511.19 because an ordinance prescribing a rate of speed of automobiles in conflict with the statute is invalid. *Schneiderman v. Sesanstein, 121 Ohio St. 80 (1929)*. According to Ohio Const. Art. XVII, § 243, local authorities are entitled to enact regulations which do not conflict with the general law. The state speed-limit statute is a "general law," because the statute applies to all citizens generally as part of a statewide regulation of traffic laws and motor vehicle operation. *Mendenhall v. Akron, 117 Ohio St. 3d 33(2008)*.

The alteration of prima facie limits on state routes by local authorities will not be effective until the alteration has been approved by the ODOT director. To determine the safe and reasonable speed (i.e., reduce speed) a speed study must be performed. Once the study has been completed and appropriate legislation passed, the study and legislation are submitted to ODOT for review and processing. If ODOT agrees with the study, then the appropriate paperwork is signed, and the speed limit is journalized.

COVID-19 Update for Community Leaders

July 16, 2020



COVID-19 Updates

- Clark County has **753 confirmed and 88 probable cases**
 - 12 of the probable cases are from anti-body testing
- **10 confirmed, 1 probable deaths**
 - Probable deaths are identified when the person has not been laboratory tested for COVID-19 but they meet one of the following criteria: (1) When a death certificate lists COVID-19 as a cause of death OR (2) when autopsy findings are consistent with pneumonia or acute respiratory distress syndrome without an identifiable cause.



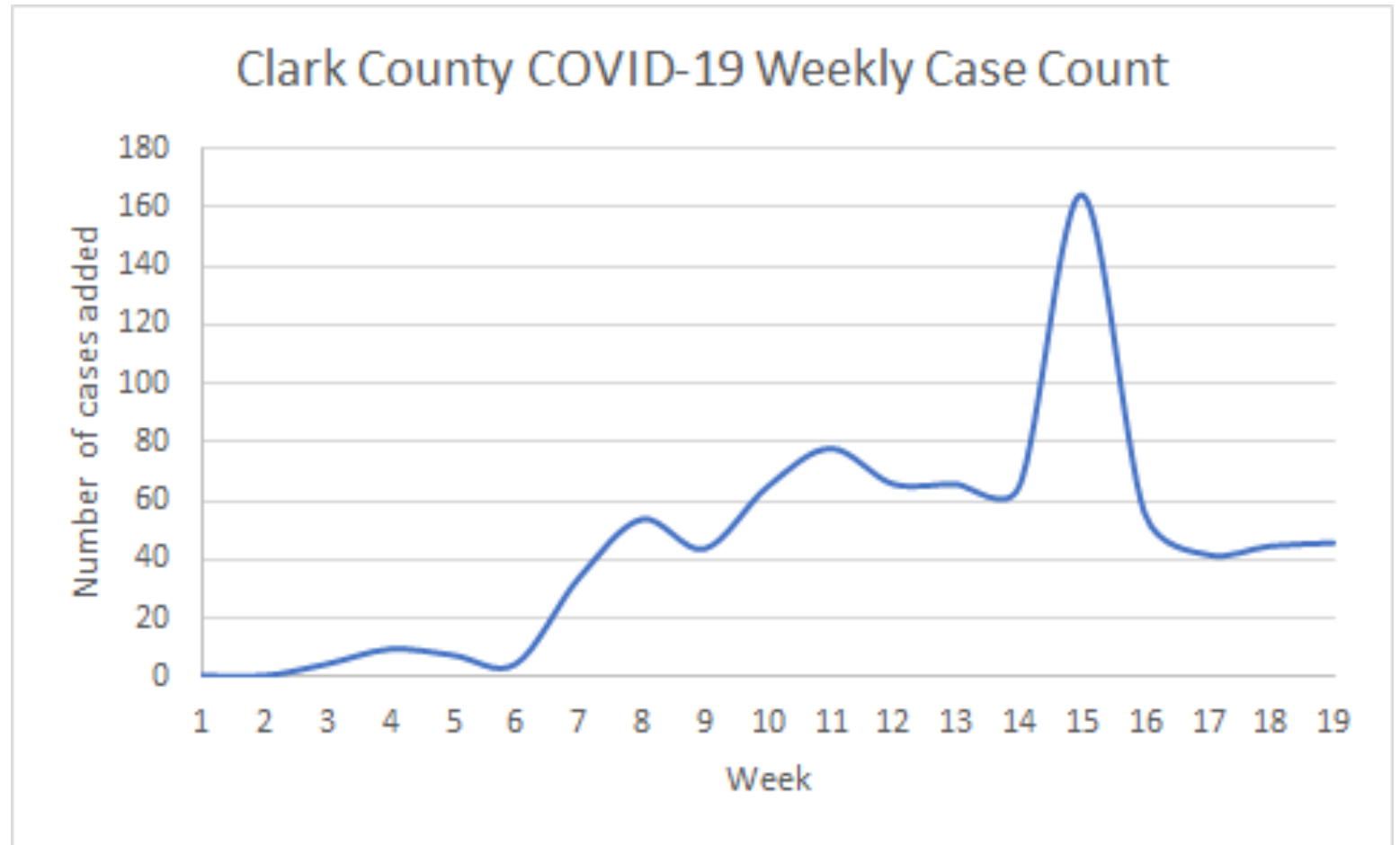
June 17th: 583 confirmed
73 probable

June 24th: 635 confirmed
78 probable

July 1st: 675 confirmed
80 probable

July 9th: 707 confirmed
81 probable

July 16th: 753 confirmed
81 probable



Clark County COVID-19 Data

Includes Confirmed & Probable Cases: Data updated on 7/16/20

Sex		
	# Cases	% Cases
Male	433	51.49%
Female	405	48.16%
Unknown	3	0.36%
Total	841	100.00%

Zipcode		
	# Cases	% Cases
45323	11	1.31%
45341	10	1.19%
45344	56	6.66%
45368	24	2.85%
45369	13	1.55%
45502	54	6.42%
45503	165	19.62%
45504	83	9.87%
45505	258	30.68%
45506	159	18.91%
All Others	7	0.83%
Unknown	1	0.12%
Total	841	100.00%

Location		
	# Cases	% Cases
Springfield City	533	63.38%
Springfield Township	84	9.99%
Bethel Township	44	5.23%
Moorfield Township	38	4.52%
German Township	28	3.33%
Mad River Township	28	3.33%
New Carlisle City	25	2.97%
Green Township	18	2.14%
Pleasant Township	11	1.31%
All Others	32	3.80%
Total	841	100.00%

Race		
	# Cases	% Cases
Black	121	14.39%
White	340	40.43%
Other	365	43.40%
Unknown	15	1.78%
Total	841	100.00%

Amt. per Age Group		
	# Cases	% Cases
0 to 9	44	5.23%
10 to 19	40	4.76%
20 to 29	227	26.99%
30 to 39	168	19.98%
40 to 49	129	15.34%
50 to 59	99	11.77%
60 to 69	57	6.78%
70 to 79	50	5.95%
80 to 89	17	2.02%
90 to 99	9	1.07%
Unknown	1	0.12%
Total	841	100.00%

Ethnicity		
	# Cases	% Cases
Hispanic	357	42.45%
Non-Hispanic	458	54.46%
Unknown	26	3.09%
Total	841	100.00%

Released From Isolation		
	# Cases	% Cases
Released	686	81.57%
Under Isolation	132	15.70%
Deceased	11	1.31%
Antibody	12	1.43%
Total	841	100.00%

*Since there is no official definition of recovery for COVID-19, the number of individuals released from isolation is provided. The criteria to be released from isolation is at least 3 days (72 hours) fever-free and improvement in respiratory symptoms (e.g., cough, shortness of breath); and, at least 10 days have passed since symptoms first appeared.



Community Testing Clinics

Community testing in partnership with the City of Springfield

Pervious Clinics:

- July 8th- Hayward Middle School
 - 470 test samples were collected
- July 15th- Perrin Woods Elementary School
 - Approximately 900 test samples were collected

Next Clinic

- **July 22nd**
 - La Condesa Grocery #1/ Burnett Plaza
 - 12:00 to 6:00pm



RESOLUTION 2020-10R

A RESOLUTION APPOINTING THE CITY MANAGER AS THE DESIGNEE FOR THE CITY OF NEW CARLISLE’S MANDATORY PUBLIC RECORDS TRAINING REQUIRED BY THE OHIO PUBLIC RECORDS ACT

WHEREAS, the Ohio Public Records Act requires all local and statewide elected government officials or their designees to attend a three-hour public records training program during each term of elective office; and

WHEREAS, the Council Members of the City of New Carlisle desire to appoint the City Manager, Randy Bridge, as their designee for the purpose of attending the mandatory public records training program.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NEW CARLISLE, CLARK COUNTY, STATE OF OHIO, THAT:

SECTION 1. Council hereby appoints the City Manager, Randy Bridge, as designee for the City of New Carlisle Council Members for the purpose of attending the mandatory public records training required by the Ohio Public Records Act. Council Members are as follows:

Mayor Mike Lowrey
Vice Mayor Bill Cook
Mr. Ron Cobb
Ms. Peggy Eggleston

Ms. Amy Hopkins
Ms. Eggleston-Nowakowski
Mr. Dale Grimm

Passed this _____ day of _____, 2020

Mike Lowrey, Mayor

Emily Berner, Clerk of Council

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-Nowakowski	Y	N

Totals:		
	Pass	Fail

Intro: 07/20/2020
Action: 07/20/2020
Effective: 08/05/2020

ORDINANCE 2020-22E

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE BOARD OF CLARK COUNTY COMMISSIONERS FOR THE 2020 ROADWAY RESURFACING CONTRACT AND DECLARING AN EMERGENCY

WHEREAS, the City of New Carlisle has identified the need for resurfacing roadways within the City of New Carlisle; and

WHEREAS, the Clark County Engineer has agreed to engineer, bid, and manage the roadway resurfacing project within the City of New Carlisle, and

WHEREAS, by working with the County, the overall resurfacing project size will increase which should result in more favorable bids; and

WHEREAS, the maximum amount the City will pay under the agreement will be \$184,390.04 but some related incidental expenses are possible.

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

Section 1. That the City Manager is authorized to enter into an agreement on behalf of the City of New Carlisle with the Board of Clark County Commissioners for the 2020 Roadway Resurfacing Contract, a copy of which is attached.

Section 2. The City of New Carlisle authorizes the expenditure of funds of up to \$205,000.00, which is an amount sufficient to pay the maximum amount to be paid under the agreement and any related incidental expenses.

Section 3. In order to best serve the health, safety, and welfare of the community, and due to the need to timely execute the agreement so that the roadway projects within the City of New Carlisle will be promptly commenced, this ordinance is declared an emergency and will become effective upon passage.

Passed this _____ day of _____, 2020.

Mike Lowrey, MAYOR

Emily Berner, CLERK OF COUNCIL

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-Nowakowski	Y	N

Totals:

Pass

Fail

Intro: 07/20/2020

Action: 07/20/2020

Effective: 07/20/2020

RESURFACING AGREEMENT

This AGREEMENT entered into this _____ day of _____, 2020, by and between the Board of Clark County Commissioners, hereafter referred to as the “COUNTY,” and the **City of New Carlisle**, hereafter referred to as “CITY,” is for the purchase of materials and services under the **2020 Roadway Resurfacing Contract**, hereafter referred to as the “PROJECT,” entered into between the COUNTY and its chosen contractor(s).

1. The CITY may purchase the reasonable quantity of pavement resurfacing materials and services under the PROJECT that is required for the needs of the CITY. The CITY shall pay for the actual quantity of materials and services provided to the CITY. The initial estimate of the amount of the contribution for the CITY, as well as other participating political subdivisions, and the COUNTY is attached hereto as Exhibit A. The CITY’s resolution approving this Agreement shall comply with Section 735.053 (B) of the Ohio Revised Code.
2. The CITY shall directly and timely pay the contractor(s) on the PROJECT for all materials and services rendered to the CITY under the PROJECT. No payment made by the COUNTY to the contractor(s), for said materials and services, shall relieve the CITY from its responsibility for paying for said materials and services or for any materials and services rendered to the CITY in the future. The CITY shall immediately reimburse the COUNTY for any payments made by the COUNTY for any materials or services rendered to the CITY. The CITY understands and agrees that the COUNTY’s obligations under this Agreement are subject to all terms, conditions, and limitations of the PROJECT.
3. The CITY and the COUNTY understand and agree that the actual amount each jurisdiction will be responsible for may vary based upon the actual quantity of product provided to each jurisdiction, potential liquid price adjustment, or change orders. The CITY agrees to be responsible for any additional amount attributed to the product and work actually provided to the CITY. However, pursuant to Section 735.053 (B) of the Ohio Revised Code, the maximum amount that the CITY is to pay to the contractor(s) under this Agreement is **\$184,390.04**.
4. The COUNTY agrees:
 - (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; and
 - (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.

5. Each party agrees to be responsible for its own acts and omissions whether through itself or its agents, employees and contracted servants, and each party further agrees to defend itself and pay any judgments and costs arising out of such acts or omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one party to the other.

This Agreement is executed, in triplicate, as of the date written above, by affixing the signatures of the respective parties hereto.

CITY OF NEW CARLISLE

By: _____
Randy Bridge
City Manager

Date: _____

Jake Jeffries, Law Director, City of New Carlisle
Approved as to Form and Legal Sufficiency:

By: _____

Date: _____

BOARD OF CLARK COUNTY COMMISSIONERS

By: _____
Jennifer Hutchinson, County Administrator

Date: _____

Resolution No.: _____

Date: _____

On Behalf of Daniel P. Driscoll, Clark County Prosecutor
Approved as to Form and Legal Sufficiency:

By: _____

Date: _____

ORDINANCE 2020-23E

AN ORDINANCE AUTHORIZING THE CITY OF NEW CARLISLE, OHIO TO ENTER INTO A FIRST AMENDMENT TO OPTION AND LAND LEASE AGREEMENT FOR THE PURPOSE OF CONTINUING TO LEASE A PORTION OF THE CITY’S WATERWORKS PROPERTY TO SPRINGFIELD CTC D/B/A VERIZON WIRELESS, AND DECLARING AN EMERGENCY

WHEREAS, the City and Springfield CTC d/b/a Verizon Wireless (“Tenant”) entered into an Option and Land Lease dated January 30, 2006 (“Lease”) pursuant to which the City leases a portion of the City’s waterworks property to Tenant; and

WHEREAS, it has been determined that it would be in the City’s best interest for it to continue leasing a portion of the City’s waterworks property to Tenant through Tenant’s attorney-in-fact, ATC Sequoia LLC, a Delaware limited liability company (“ATC”); and

WHEREAS, the City and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease; and

WHEREAS, Tenant, through ATC, has submitted a proposed First Amendment to Option and Land Lease Agreement, and Memorandum of Lease (“Amendment Documents”), which are attached hereto and incorporated herein by this reference; and

WHEREAS, Section 4.13(e) of the Charter of the City of New Carlisle, Ohio, requires an ordinance for the leasing of any City land.

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

Section 1: The City Manager, on behalf of the City of New Carlisle, is hereby authorized to execute the Amendment Documents, a copy of which is attached, with Tenant through ATC for the purpose of continuing to lease a portion of the City’s waterworks property to Tenant.

Section 2: To best serve the health, safety and welfare of the community, and due to the need for increased revenue and to ensure that the Amended Documents are timely executed and delivered to the Tenant by the July 30, 2020 deadline, this ordinance is declared an emergency and will become effective upon passage.

Passed this _____ day of _____, 2020.

Mike Lowrey, MAYOR

Emily Berner, CLERK OF COUNCIL

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-Nowakowski	Y	N

Totals: _____
Pass Fail

Intro: 07/20/2020

Action: 07/20/2020

Effective: 07/20/2020

THE FIRST AMENDMENT TO OPTION AND LAND LEASE AGREEMENT

This First Amendment to Option and Land Lease (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **City of New Carlisle**, an Ohio municipal corporation ("**Landlord**") and **Springfield CTC d/b/a Verizon Wireless** ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Option and Land Lease dated January 30, 2006 (as the same may have been amended, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein; and

WHEREAS, Tenant has granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **Twenty Thousand and No/100 Dollars (\$20,000.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before July 10, 2020; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.
- Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on February 1, 2007 and, without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the Lease (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**"), the Lease is otherwise scheduled to expire on January 31, 2032. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the Lease for each of eight (8) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). Notwithstanding anything to the contrary contained in the Lease, as modified by this Amendment, (a) all Existing Renewal Terms and New Renewal Terms shall

automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Landlord shall be able to terminate the Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, and except for monetary default, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. References in this Amendment to "**Renewal Term**" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "**Memorandum**") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. **Rent and Escalation.** The Parties hereby acknowledge and agree that the rent payable from Tenant to Landlord under the Lease is **One Thousand One Hundred Fifty and No/100 Dollars (\$1,150.00)** per month (the "**Rent**"). Commencing on February 1, 2022 and on the beginning of each Renewal Term thereafter, Rent due under the Lease shall increase by an amount equal to seven and one-half percent (7.5%) of the then current Rent. In the event of any overpayment of Rent prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **City of New Carlisle**.
4. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. In the event there is a conflict between the Lease and this Amendment, this Amendment shall control. The Parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, including subleasing to American Tower, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses and confirmation that no additional consideration is owed to Landlord for such activities and uses. Except as required by the laws and regulations of the City of New Carlisle, Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from, or to provide notice to, Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in the Lease, as modified by this Amendment. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant's sole cost and expense and for no additional consideration to Landlord, Landlord hereby agrees to cooperate with Tenant in its efforts to obtain building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.
5. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and

authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) except for the Council of the City of New Carlisle, no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) to the best of Landlord's knowledge, there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment; (vi) so long as Tenant performs its obligations under the Lease, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises, and Landlord shall not act or permit any third person to act in any manner which would interfere with or disrupt Tenant's business or frustrate Tenant or Tenant's customers' use of the Leased Premises and (vii) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. To the extent permitted by Ohio law and public policy, Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.

6. **Confidentiality.** To the extent permitted by Ohio law and public policy, Landlord agrees and acknowledges that all the terms of this Amendment and the Lease and any information furnished to Landlord by Tenant or American Tower in connection therewith shall be and remain confidential. Except with Landlord's family, attorney, accountant, broker, lender, a prospective fee simple purchaser of the Parent Parcel, or if otherwise required by Ohio law or public policy, Landlord shall not disclose any such terms or information without the prior written consent of Tenant. The terms and provisions of this Section shall survive the execution and delivery of this Amendment.
7. **Notices.** The Parties acknowledge and agree that Section 20 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the notice address and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 331 South Church Street, New Carlisle, OH 45344; with a copy to: Jacob M. Jeffries, Attorney at Law, 133 South Main Street, New Carlisle, OH 45344; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801; and also with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
8. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall

ATC Site No: 413352
VZW Site No: 150419
Site Name: New Carlisle OH

constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.

9. **Governing Law.** The Parties acknowledge and agree that Section 18 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date and notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.
10. **Waiver.** Notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.
11. **Tenant's Securitization Rights; Estoppel.** Landlord hereby consents to the granting by Tenant and/or American Tower of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "**Security Interest**") in Tenant's (or American Tower's) interest in the Lease, as amended, and all of Tenant's (or American Tower's) property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's (or American Tower's) mortgagee ("**Tenant's Mortgage**") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a "**Holder**") as "Tenant" hereunder in the event a Holder succeeds to the interest of Tenant and/or American Tower hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant, American Tower or Holder.

Taxes. During the term of the Lease, as modified by this Amendment, Tenant shall pay when due all real property, Commercial Activities Tax (CAT) and other taxes, fees, and assessments that are directly attributable to Tenant's improvements on the Leased Premises (the "**Applicable Taxes**") directly to the local taxing authority to the extent that the Applicable Taxes are billed directly to Tenant. Additionally, in the event Lessee is assessed/taxed based on any monetary consideration paid from Tenant to Landlord, Landlord will reimburse tenant for such taxes assessed.

12. **Conflict/Capitalized Terms.** The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Lease, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

ATC Site No: 413352
VZW Site No: 150419
Site Name: New Carlisle OH

LANDLORD:

City of New Carlisle,
an Ohio municipal corporation,

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT:

Springfield CTC d/b/a Verizon Wireless

By: ATC Sequoia LLC, a Delaware limited liability company

Title: Attorney-in-Fact

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

Being situated in the County of Clark, State of Ohio, and being known as
Clark County APN: 0300500029103013.

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

Beginning at a found rebar located at the southeast corner of the property conveyed to Bodner Properties 4 Limited as recorded in Deed Book 860, page 444 in the Office of the Recorder of Clark County, Ohio, thence following the south property line of said Bodner Properties 4 Limited N 85°27'40" W - 136.96' to a set #5 rebar with a cap stamped "FSTAN #8229" and the northeast corner of the property conveyed to the City of New Carlisle as recorded in Deed Book 473, page 327 in the aforesaid Recorder's office; thence following the east line of said City of New Carlisle property S 4°32'20" W - 9.84' to a set #5 rebar with a cap stamped "FSTAN #8229" and the TRUE POINT OF BEGINNING of the Proposed Lease Area; thence continuing along the east property line of said City of New Carlisle property S 4°32'20" W - 70.00' to a set #5 rebar with a cap stamped "FSTAN #8229"; thence traversing said City of New Carlisle property N 85°27'40" W - 70.00' to a set #5 rebar with a cap stamped "FSTAN #8229"; thence N 4°32'20" E - 70.00' to a set #5 rebar with a cap stamped "FSTAN #8229" on the north property line of said City of New Carlisle property; thence following the north property line of said City of New Carlisle property S 85°27'40" E - 70.00' to the true point of beginning containing 4,900 square feet as per survey by Frank L. Sellinger, Sr., PLS. #8229 with FSTAN Land Surveyors and Consulting Engineers dated March 8, 2005.

Exhibit A (continued)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

Beginning at a found rebar located at the southeast corner of the property conveyed to Bodner Properties 4 Limited as recorded in Deed Book 860, page 444 in the Office of the Recorder of Clark County, Ohio, thence following the south property line of said Bodner Properties 4 Limited N 85°27'40" W - 136.96' to a set #5 rebar with a cap stamped "FSTAN #8229" and the northeast corner of the property conveyed to the City of New Carlisle as recorded in Deed Book 473, page 327 in the aforesaid Recorder's office; thence following the east line of said City of New Carlisle property S 4°32'20" W - 9.84' to a set #5 rebar with a cap stamped "FSTAN #8229" in the northeast corner of the proposed lease area; thence traversing said City of New Carlisle property and following the north line of said lease area N 85°27'40" W - 70.00' to a set #5 rebar with a cap stamped "FSTAN #8229" in the northwest corner of said lease area and in the north property line of said City of New Carlisle property; thence traversing said City of New Carlisle property and following the west line of said lease area S 4°32'20" W - 10.00' to a set #5 rebar with a cap stamped "FSTAN #8229" and the TRUE POINT OF BEGINNING of the Centerline of the Proposed 20' Access and Utility Easement; thence following said centerline, N 85°27'40" W - 71.15' to a set #5 rebar with a cap stamped "FSTAN #8229" in the south property line of the property conveyed to the City of new Carlisle as recorded in Deed Book 850, page 960 in the aforesaid Recorder's office; thence traversing said City of New Carlisle property N 85°27'40" W - 60.85' to a set #5 rebar with a cap stamped "FSTAN #8229"; thence following a curve to the left with a radius of 52.00' chord bearing S 73°27'23" W - 37.41' to a set #5 rebar with a cap stamped "FSTAN #8229" in the south property line of said City of New Carlisle property; thence traversing said City of New Carlisle property as recorded in Deed Book 473, page 327 and following a curve to the left with a radius of 52.00' chord bearing S 29°17'27" W - 40.77' to a set #5 rebar with a cap stamped "FSTAN #8229"; thence S 6°12'28" W - 97.81' to a set #5 rebar with a cap stamped "FSTAN #8229"; thence S 5°40'33" W - 70.61' to a set #5 rebar with a cap stamped "FSTAN #8229"; thence S 15°14'51" W - 40.83' to a set #5 rebar with a cap stamped "FSTAN #8229"; thence following a curve to the right having a radius of 75.00' chord bearing S 55°51'20" W - 97.63' to a set #5 rebar with a cap stamped "FSTAN #8229"; thence N 83°32'11" W - 60.46' to a set #5 rebar with a cap stamped "FSTAN #8229"; thence N 89°22'37" W - 129.21' to a set #5 rebar with a cap stamped "FSTAN #8229"; thence S 75°56'08" W - 94.70' to a set #5 rebar with a cap stamped "FSTAN #8229"; thence N 83°22'09" W - 8.44' to a set #5 rebar with a cap stamped "FSTAN #8229" and the end of said easement as per survey by Frank L. Sellinger, Sr., PLS. #8229 with FSTAN Land Surveyors and Consulting Engineers dated March 8, 2005.

Exhibit A (continued)

Beginning at a found rebar located at the southeast corner of the property conveyed to Bodner Properties 4 Limited as recorded in Deed Book 860, page 444 in the Office of the Recorder of Clark County, Ohio, thence following the south property line of said Bodner Properties 4 Limited N 85°27'40" W - 136.96' to a set #5 rebar with a cap stamped "FSTAN #8229", the northeast corner of the property conveyed to the City of New Carlisle as recorded in Deed Book 473, page 327 in the aforesaid Recorder's office, and the TRUE POINT OF BEGINNING of the Proposed Variable Utility Easement; thence following the east line of said City of New Carlisle property S 4°32'20" W - 9.84' to a set #5 rebar with a cap stamped "FSTAN #8229"; thence traversing said City of New Carlisle property N 85°27'40" W - 206.51' to a set #5 rebar with a cap stamped "FSTAN #8229"; thence N 83°44'30" W - 391.06' to a set #5 rebar with a cap stamped "FSTAN #8229" on the east right-of-way line of State Route 235 (Main Street); thence following the east right-of-way line of State Route 235 (Main Street) N 11°23'21" E - 16.09' to a set #5 rebar with a cap stamped "FSTAN #8229" and the northwest corner of said City of New Carlisle property; thence following the north property line of said City of New Carlisle property S 83°44'30" E - 595.74' to the true point of beginning containing 8,925 square feet as per survey by Frank L. Sellinger, Sr., PLS. #8229 with FSTAN Land Surveyors and Consulting Engineers dated March 8, 2005.

EXHIBIT B

FORM OF MEMORANDUM OF LEASE

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Lauren A. Sabino, Esq.
ATC Site No: 413352
ATC Site Name: New Carlisle OH
Assessor's Parcel No(s): 05-00029-103-013

Prior Recorded Lease Reference:

Book _____, Page _____
Document No: _____
State of Ohio
County of Clark

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into as of the latter signature date hereof, by and between **City of New Carlisle**, an Ohio municipal corporation ("**Landlord**") and **Springfield CTC d/b/a Verizon Wireless** ("**Tenant**").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain [Option and Land Lease Agreement dated January 30, 2006 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **American Tower.** Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein. In connection with these responsibilities, Tenant has also granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA.
3. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be January 31, 2072. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.

ATC Site No: 413352
VZW Site No: 150419
Site Name: New Carlisle OH

4. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.
5. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
6. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 331 South Church Street, New Carlisle, OH 45344; with a copy to: Jacob M. Jeffries, 133 South Main Street, New Carlisle, OH 45344; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801, and also with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
7. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
8. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

2 WITNESSES

City of New Carlisle,
an Ohio municipal corporation,

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

WITNESS

Springfield CTC d/b/a Verizon Wireless

By: ATC Sequoia LLC,
a Delaware limited liability company
Title: Attorney-in-Fact

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

Being situated in the County of Clark, State of Ohio, and being known as
Clark County APN: 0300500029103013.

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

Beginning at a found rebar located at the southeast corner of the property conveyed to Bodner Properties 4 Limited as recorded in Deed Book 860, page 444 in the Office of the Recorder of Clark County, Ohio, thence following the south property line of said Bodner Properties 4 Limited N 85°27'40" W - 136.96' to a set #5 rebar with a cap stamped "FSTAN #8229" and the northeast corner of the property conveyed to the City of New Carlisle as recorded in Deed Book 473, page 327 in the aforesaid Recorder's office; thence following the east line of said City of New Carlisle property S 4°32'20" W - 9.84' to a set #5 rebar with a cap stamped "FSTAN #8229" and the TRUE POINT OF BEGINNING of the Proposed Lease Area; thence continuing along the east property line of said City of New Carlisle property S 4°32'20" W - 70.00' to a set #5 rebar with a cap stamped "FSTAN #8229"; thence traversing said City of New Carlisle property N 85°27'40" W - 70.00' to a set #5 rebar with a cap stamped "FSTAN #8229"; thence N 4°32'20" E - 70.00' to a set #5 rebar with a cap stamped "FSTAN #8229" on the north property line of said City of New Carlisle property; thence following the north property line of said City of New Carlisle property S 85°27'40" E - 70.00' to the true point of beginning containing 4,900 square feet as per survey by Frank L. Sellinger, Sr., PLS. #8229 with FSTAN Land Surveyors and Consulting Engineers dated March 8, 2005.

Exhibit A (continued)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

Beginning at a found rebar located at the southeast corner of the property conveyed to Bodner Properties 4 Limited as recorded in Deed Book 860, page 444 in the Office of the Recorder of Clark County, Ohio, thence following the south property line of said Bodner Properties 4 Limited N 85°27'40" W - 136.96' to a set #5 rebar with a cap stamped "FSTAN #8229" and the northeast corner of the property conveyed to the City of New Carlisle as recorded in Deed Book 473, page 327 in the aforesaid Recorder's office; thence following the east line of said City of New Carlisle property S 4°32'20" W - 9.84' to a set #5 rebar with a cap stamped "FSTAN #8229" in the northeast corner of the proposed lease area; thence traversing said City of New Carlisle property and following the north line of said lease area N 85°27'40" W - 70.00' to a set #5 rebar with a cap stamped "FSTAN #8229" in the northwest corner of said lease area and in the north property line of said City of New Carlisle property; thence traversing said City of New Carlisle property and following the west line of said lease area S 4°32'20" W - 10.00' to a set #5 rebar with a cap stamped "FSTAN #8229" and the TRUE POINT OF BEGINNING of the Centerline of the Proposed 20' Access and Utility Easement; thence following said centerline, N 85°27'40" W - 71.15' to a set #5 rebar with a cap stamped "FSTAN #8229" in the south property line of the property conveyed to the City of new Carlisle as recorded in Deed Book 850, page 960 in the aforesaid Recorder's office; thence traversing said City of New Carlisle property N 85°27'40" W - 60.85' to a set #5 rebar with a cap stamped "FSTAN #8229"; thence following a curve to the left with a radius of 52.00' chord bearing S 73°27'23" W - 37.41' to a set #5 rebar with a cap stamped "FSTAN #8229" in the south property line of said City of New Carlisle property; thence traversing said City of New Carlisle property as recorded in Deed Book 473, page 327 and following a curve to the left with a radius of 52.00' chord bearing S 29°17'27" W - 40.77' to a set #5 rebar with a cap stamped "FSTAN #8229"; thence S 6°12'28" W - 97.81' to a set #5 rebar with a cap stamped "FSTAN #8229"; thence S 5°40'33" W - 70.61' to a set #5 rebar with a cap stamped "FSTAN #8229"; thence S 15°14'51" W - 40.83' to a set #5 rebar with a cap stamped "FSTAN #8229"; thence following a curve to the right having a radius of 75.00' chord bearing S 55°51'20" W - 97.63' to a set #5 rebar with a cap stamped "FSTAN #8229"; thence N 83°32'11" W - 60.46' to a set #5 rebar with a cap stamped "FSTAN #8229"; thence N 89°22'37" W - 129.21' to a set #5 rebar with a cap stamped "FSTAN #8229"; thence S 75°56'08" W - 94.70' to a set #5 rebar with a cap stamped "FSTAN #8229"; thence N 83°22'09" W - 8.44' to a set #5 rebar with a cap stamped "FSTAN #8229" and the end of said easement as per survey by Frank L. Sellinger, Sr., PLS. #8229 with FSTAN Land Surveyors and Consulting Engineers dated March 8, 2005.

Exhibit A (continued)

Beginning at a found rebar located at the southeast corner of the property conveyed to Bodner Properties 4 Limited as recorded in Deed Book 860, page 444 in the Office of the Recorder of Clark County, Ohio, thence following the south property line of said Bodner Properties 4 Limited N 85°27'40" W - 136.96' to a set #5 rebar with a cap stamped "FSTAN #8229", the northeast corner of the property conveyed to the City of New Carlisle as recorded in Deed Book 473, page 327 in the aforesaid Recorder's office, and the TRUE POINT OF BEGINNING of the Proposed Variable Utility Easement; thence following the east line of said City of New Carlisle property S 4°32'20" W - 9.84' to a set #5 rebar with a cap stamped "FSTAN #8229"; thence traversing said City of New Carlisle property N 85°27'40" W - 206.51' to a set #5 rebar with a cap stamped "FSTAN #8229"; thence N 83°44'30" W - 391.06' to a set #5 rebar with a cap stamped "FSTAN #8229" on the east right-of-way line of State Route 235 (Main Street); thence following the east right-of-way line of State Route 235 (Main Street) N 11°23'21" E - 16.09' to a set #5 rebar with a cap stamped "FSTAN #8229" and the northwest corner of said City of New Carlisle property; thence following the north property line of said City of New Carlisle property S 83°44'30" E - 595.74' to the true point of beginning containing 8,925 square feet as per survey by Frank L. Sellinger, Sr., PLS. #8229 with FSTAN Land Surveyors and Consulting Engineers dated March 8, 2005.

ORDINANCE 2020-24

AN ORDINANCE EMPLOYING A DIRECTOR OF FINANCE

WHEREAS, a vacancy exists in the office of Director of Finance (“Finance Director”); and

WHEREAS, this vacancy has existed since May 5th, 2020; and

WHEREAS, Colleen Harris is qualified and willing to fill the vacancy; and

WHEREAS, the City Manager desires to appoint Ms. Harris as Finance Director and to have her start her employment at the earliest available date; and

WHEREAS, Section 6.07 of the City Charter authorizes the City Manager to appoint the Director of Finance with the consent of Council.

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

Section 1. Colleen Harris is hereby appointed to the position of Finance Director.

Section 2. The compensation to be paid to Ms. Harris for her service as Finance Director shall be \$77,000.00 annually, and she will be entitled to the fringe benefits stated in the personnel ordinance.

Section 3. The City Council desires to have Ms. Harris become the Finance Director as soon as possible because two signatures are required for all City bank accounts and checks issued by the City.

Passed this _____ day of _____, 2020

Mike Lowrey, Mayor

Emily Berner, Clerk of Council

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-Nowakowski	Y	N

Totals:		
	Pass	Fail

Intro: 07/20/2020
Action: 08/03/2020
Effective: 08/18/2020