



**CITY COUNCIL
REGULAR MEETING PACKET
June 7, 2021 @ 7:00pm
Smith Park Shelter House**

1. Call to Order: Mayor Mike Lowrey
2. Roll Call: Clerk of Council
3. Invocation: New Carlisle City Council Member
4. Pledge of Allegiance: All Welcome to Participate
5. Action on Minutes: 05.17.2021 Work Session **AND** 05.17.2021 Regular Session
6. Communications: Continuations, if needed:
 - a. CDBG CARES Target of Opportunity Grant Discussion w/ Mr. Lackovich-Van Gorp
 - b. "Citizen of the Year" discussion
 - c. Veteran Banners Discussion
7. City Manager's Report: Attached
8. Comments from Members of the Public: Please email questions to councilquestions@newcarlisle.net
9. Committee Reports: N/A

10. RESOLUTIONS: (None)

11. ORDINANCES: (4 - Intro; 3 - Action**)

****A. Ordinance 2021-13 (Introduced on 05/17/21. Public Hearing & Action Tonight)**

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE NEW CARLISLE PUBLIC LIBRARY REGARDING A STORYWALK PROGRAM

****B. Ordinance 2021-14 (Introduced on 05/17/21. Public Hearing & Action Tonight)**

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH CLARK COUNTY, OHIO AND THE SHERIFF OF CLARK COUNTY, OHIO FOR THE INCARCERATION, MAINTENANCE AND CARE OF PRISONERS PROSECUTED IN THE NEW CARLISLE MAYOR'S COURT

C. Ordinance 2021-16 (Introduction Tonight. Public Hearing & Action on 06/21/2021)

AN ORDINANCE AUTHORIZING THE CITY OF NEW CARLISLE, OHIO TO LEASE PROPERTY OWNED BY THE CITY

D. Ordinance 2021-17 (Introduction Tonight. Public Hearing & Action on 06/21/2021)

AN ORDINANCE SUPPLEMENTING CERTAIN APPROPRIATIONS CONTAINED IN NEW CARLISLE CITY ORDINANCE 2021-01

****E. Ordinance 2021-18E (Introduction, Public Hearing, & Tonight)**

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE BOARD OF CLARK COUNTY COMMISSIONERS FOR THE 2021 ROADWAY RESURFACING CONTRACT AND DECLARING AN EMERGENCY

F. Ordinance 2021-19 (Introduction Tonight. Public Hearing & Action on 06/21/2021)

AN ORDINANCE AMENDING CHAPTER 280 OF THE CODIFIED ORDINANCES OF THE CITY OF NEW CARLISLE, OHIO FOR THE PURPOSE OF ESTABLISHING A MAYOR'S COURT

12. OTHER BUSINESS:

- Additional City Business - Open Discussion for City Related Matters
- City Fireworks Show - Saturday, July 3rd, 2021
- City Offices Closed - Monday, July 5th, 2021

13. Executive Session: None

14. Return to Regular Session: N/A

15. Adjournment

Next **Work Session** of the City Council will be held on Monday, June 21st at 6pm.
Next **Regular Meeting** of the City Council will be held on Monday, June 21st at 7pm.

RECORD OF PROCEEDINGS

MINUTES: CITY OF NEW CARLISLE, OHIO WORK SESSION MEETING

HELD:Monday,May 17, 2021 @ 6:00PM

- 1. Call to Order:** Mayor Lowrey calls the meeting to order.
- 2. Roll Call:** Bridge calls the roll- 7 members present Lowrey Grimm, Nowakowski, Rodewald,Cobb, Eggleston, Cook Staff present: Bridge, Kitko, Harris, Trusty, Lemen
- 3. Invocation:** VM Cook
- 4. Pledge of Allegiance:** All Welcome to Participate
- 5. Action on Minutes:** None
- 6. Communications:**Fireworks Discussion- Taking place July 3rd rain date July 5th. Council members discuss plans for a fireworks show in July. Traffic flow, deputies needed, small business support, location and amount of portable toilets, music, food trucks, trash cans, road closed signs needed. Volunteers from the community will be needed. Trusty will have crews out along with Bethel-Clark with tanker trucks/brush trucks to be located near the actual location of fireworks. Kitko noted grass will be mowed.
- 7. City Manager's Report:** None
- 8. Comments from Members of the Public:** Email sent to Council about outstanding citizens.

The three ladies are Tillie Jamison, Nancy Daily and Dana Bobalik.

All of them have gone out of their way to help the citizens of New Carlisle.

I recently met Tillie at the library when I was at the book sale. She made sure that our brains did not suffer during the lockdown with free crafts and activities and she is still providing crafts and activities for us for free.

Nancy Daily is a wonderful person. Whenever someone finds a pet she helps reconnect it with its owner. Same if a beloved pet "runs" away. She points New Carlisle to the shelters or the finders who may have the animal. I have seen where she assists in the surrounding counties also. For free.I have never met her but she is a very kind and caring person.

Last is Dana Bobalik. I have never met her but I'm sure if you have, you are grateful. When some of our citizens were having a hard time getting food, during the lockdown, she delivered it. For free. The posts I remember seeing on facebook were like..." if you need food I will be at the old Speedway at 8." She had milk and meats and all kinds of stuff for anyone that needed it. I remember she had a list of families in need. I'm sure she saved lives.

All three of these ladies deserve our thanks. All three asked for nothing in return.

This is just a small portion of the ways these ladies were and are part of what makes our city great.

As citizens of New Carlisle we should show our appreciation.

If you would kindly forward this message...

Thank you, Debra Bryant

Council discussions on recognizing these ladies. Cobb motions to give them a proclamation with a second by Eggleston. Motion held for regular meeting. Cook brings up a "citizen of the year" award. Discussion on this award. Cook brings up the memorial/veteran banners that Shamy had brought up in the past. Council agrees both great ideas. Will discuss it at the next work session.

- 9. Committee Reports:** None
- 10. RESOLUTIONS:** In regular session.
- 11. ORDINANCES:** In regular session.
- 12. OTHER BUSINESS:**

A. LEGAL DISCUSSION:

A. Resolution 2021-11R (Introduction Tonight. Public Hearing & Action on 5/17/2021) A RESOLUTION AMENDING RESOLUTION 2020-21R, THE CAPITAL IMPROVEMENT PROGRAM FOR THE CITY OF NEW CARLISLE, OHIO, FOR ADDITIONAL CAPITAL PURCHASES AND AMENDING CAPITAL PURCHASE PRICES

Allow to amend CIP, new cruiser, Madison St. Demo, lights for command vehicle, turnout gear.

Ordinance 2021-10 (Introduced on 05/03/21. Public Hearing & Action Tonight) AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS OF OVER TWENTY THOUSAND DOLLARS (\$20,000.00) FOR THE REHABILITATION, PUMP INSPECTION, AND REPAIR OF WELL #6 CM spending limit is \$20,000- Shall not exceed \$24,000

Ordinance 2021-11 (Introduced on 05/03/21. Public Hearing & Action Tonight) AN ORDINANCE SUPPLEMENTING CERTAIN APPROPRIATIONS CONTAINED IN NEW CARLISLE CITY ORDINANCE 2021-01 *Increase funds in general fund.*

Ordinance 2021-12 (Introduced on 05/03/21. Public Hearing & Action Tonight) AN ORDINANCE AMENDING CHAPTER 248 OF THE CODIFIED ORDINANCES OF THE CITY OF NEW CARLISLE REGARDING CITY POLICY *Updated investment policy for the city.*

Ordinance 2021-13 (Introduction Tonight. Public Hearing & Action on 06/07/2021) AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE NEW CARLISLE PUBLIC LIBRARY REGARDING A STORYWALK PROGRAM *Posts for storywalk on bike path.*

Ordinance 2021-14 (Introduction Tonight. Public Hearing & Action on 06/07/2021) AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH CLARK COUNTY, OHIO AND THE SHERIFF OF CLARK COUNTY, OHIO FOR THE INCARCERATION, MAINTENANCE AND CARE OF PRISONERS PROSECUTED IN THE NEW CARLISLE MAYOR'S COURT *agreement with CCSO for possibility of jail time in result of mayors court.*

Ordinance 2021-15E (Introduction, Public Hearing & Action Tonight) AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A JOINT PARTNERSHIP AGREEMENT FOR THE COMMUNITY HOUSING IMPACT & PRESERVATION PROGRAM (CHIP 2021) WITH CLARK COUNTY, OHIO, AND DECLARING AN EMERGENCY *allow the City to partner with Clark County \$300,000 for New Carlisle-assistance for repair, rehabs, new construction.*

Grimm- jail ordinance is based on availability. Asked if we could look into a "back-up" such as Fairborn. Bridge notes the City will most likely transfer the cases that result in jail time to municipal court. Nowakowski notes the typographical error-#15 shall the sheriff "be" liable not "by".

B. Open discussions related to City Business:

Nowakowski reminded the Council that with the repairs that Eggleston Signs did on the City entrance signs, he requested the Council go through diversity training. Council discusses type of training, book study or bringing in a professional. Bridge will look into this training and get information out to Council.

13. Executive Session: NONE

14. Adjournment: 1st Cook 2nd Eggleston

5/17/21

Yes: 7 Cook, Lowrey, Rodewald, Grimm, Nowakowski, Cobb, Eggleston
NAY: 0 Accepted 7-0

Mayor Mike Lowrey_____

Clerk of Council Emily Berner

RECORD OF PROCEEDINGS

MINUTES: CITY OF NEW CARLISLE, OHIO REGULAR SESSION MEETING

HELD: Monday, May 17, 2021 @ 7:00PM

1. **Call to Order:** Mayor Lowrey
2. **Roll Call:** Berner calls the roll- members present Lowrey, Grimm, Nowakowski, Rodewald, Eggleston, Cobb, Cook, 7 members present. Staff present: Bridge, Trusty, Harris, Kitko, Leman
3. **Invocation:** VM Cook
4. **Pledge of Allegiance:** All Welcome to Participate
5. **Action on Minutes:**
5/3/21 Work Session: 1st Eggleston 2nd Nowakowski
YES 6 Cook, Lowrey, Grimm, Rodewald, Nowakowski, Eggleston NAY:0
Abstain: Cobb (absent) Accepted 6-0-1
5/3/21: Regular session: 1st Nowakowski 2nd Grimm
Yes: 6 Lowrey, Grimm, Nowakowski, Rodewald, Eggleston, Cook
Nay: 0 Abstain: Cobb (absent) Accepted 6-0-1
6. **Communications:** no additional fireworks info.
7. **City Manager's Report:**

1. Police Report:

Patrol Division:

The New Carlisle Deputies were dispatched to 156 calls for service during the month of April.

Miles Patrolled: 5811

Calls Taken: 156

Reports: 39

Assists: 57

Criminal Arrest: 12

Felony Arrest: 2

Misdemeanor Arrest: 6

Warrants: 4

Traffic Stops: 79

Traffic Warnings: 47

Moving Citations: 32

Business checks: 420

Citizen Contacts: 84

Respectfully,



Sgt. Ronnie E. Lemen

NEW CARLISLE	CALLS	ASSISTS	REPORTS	TRAFFIC STOPS	CITATIONS	WARNINGS	ARREST
JANUARY							
Dep. Majercak	22	10	5	28	6	22	0
Dep. Moody	28	17	13	24	13	11	4
Dep. McDuffie	21	11	6	34	5	29	3
Dep. Garman	20	11	15	4	2	2	1
Dep. Beistline	18	1	3	2	1	1	1
Total	109	50	42	92	27	65	9

NEW CARLISLE	CALLS	ASSISTS	REPORTS	TRAFFIC STOPS	CITATIONS	WARNINGS	ARREST
FEBRUARY							
Dep. Majercak	31	7	9	49	29	23	4
Dep. Moody	33	12	6	34	6	29	2
Dep. McDuffie	37	6	8	41	13	28	6
Dep. Garman	48	13	6	15	7	9	1
Dep. Beistline	17	2	2	9	1	8	0
Total	166	40	31	148	56	97	13

NEW CARLISLE	CALLS	ASSISTS	REPORTS	TRAFFIC STOPS	CITATIONS	WARNINGS	ARREST
MARCH							
Dep. Majercak	33	16	7	36	19	17	1
Dep. Moody	37	13	10	17	7	10	20
Dep. McDuffie	39	9	11	31	9	22	6
Dep. Garman	67	17	17	12	5	7	5
Dep. Beistline	9	1	1	1	0	1	0
Total	185	56	46	97	40	57	32

NEW CARLISLE	CALLS	ASSISTS	REPORTS	TRAFFIC STOPS	CITATIONS	WARNINGS	ARREST
APRIL							
Dep. Majercak	30	7	5	14	5	9	2
Dep. Moody	32	16	3	17	7	10	4
Dep. McDuffie	52	19	20	37	15	22	3
Dep. Garman	37	12	8	9	5	4	3
Dep. Liming	5	3	3	2	0	2	0
Total	156	57	39	79	32	47	12

Mayor Lowrey thanks Lemen.

2.Fire/EMS

City of New Carlisle
City Council Meeting
0517-2021
Fire-EMS Report

- In the Month of April, the New Carlisle Fire Division responded to 90 EMS call in the City and 22 in Elizabeth Township.
- The Division responded to 6 Fire related calls in the City and 2 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 3 for Bethel Clark.

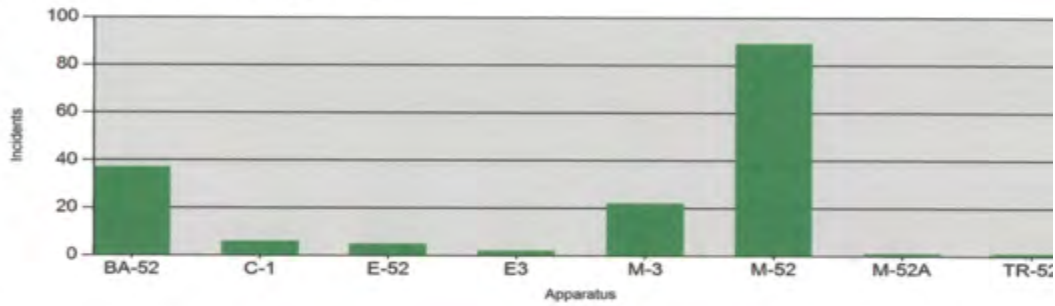
New Carlisle Fire Division

New Carlisle, OH

This report was generated on 5/14/2021 10:05:04 AM



Incident Count per Apparatus for Date Range
Start Date: 04/01/2021 | End Date: 04/30/2021



APPARATUS	# of INCIDENTS
BA-52	37
C-1	6
E-52	5
E3	2
M-3	22
M-52	89
M-52A	1
TR-52	1

No comments or questions.

Finance:

COUNCIL FINANCIAL REPORT SUMMARY – APRIL 2021

Estimated Revenue	\$ 5,981,374.00	2021 Original Budget	\$ 7,234,070.00
Amended Est. Resources		1st Q. Supplemental	\$ 99,500.00
Amended Est. Resources	\$ -	2nd Q. Supplemental	
Amended Est. Resources	\$ -	3rd Q. Supplemental	\$ -
Amended Est. Resources	\$ -	4th Q. Supplemental	\$ -
2020 REVISED TOTAL EST. REV.	\$ 5,981,374.00	2020 REVISED TOTAL BUDGET	\$ 7,333,570.00

Month	Revenue Received	Month	Expenses Paid
January	\$ 559,521.31	January	\$ 480,300.85
February	\$ 726,803.87	February	\$ 806,065.74
March	\$ 626,142.05	March	\$ 601,299.92
April	\$ 1,148,742.02	April	\$ 687,819.97
May	\$ -	May	\$ -
June	\$ -	June	\$ -
July	\$ -	July	\$ -
August	\$ -	August	\$ -
September	\$ -	September	\$ -
October	\$ -	October	\$ -
November	\$ -	November	\$ -
December	\$ -	December	\$ -
Received To Date	\$ 3,061,209.25	Expenses to Date	\$ 2,575,486.48

Statement of Cash from Revenue and Expense

Fund	Description	Beginning Balance	Net Revenue YTD	Net Expense YTD	Unexpended Balance	Encumbrance YTD	Ending Balance
Grand Total:		\$4,760,036.34	\$3,061,209.25	\$2,575,486.48	\$5,245,759.11	\$592,594.54	\$4,653,164.57

Motion to accept financial report with a 1st by Cook and 2nd by Grimm. YES: Nowakowski, Eggleston, Cobb, Cook, Lowrey, Rodewald, Grimm Accepted 7-0

4.Service

To: Mr. Bridge, City Manager
 From: Howard Kitko, Service Director
 Date: May 17, 2021
 Subject: Council Update

Public Works Departments:

- Decorative Lights: Will be performing some basic maintenance on poles.
- Catch basin repairs. P.W. Superintendent and I will reinspect to confirm repairs needed.
- I Measured the area downtown to see if painting parking spaces will allow for more parking spaces. Currently researching the N.C. Code and O.R.C. for items I may be aware of, prior to painting.
- Scheduling the street painting for Fire and Police line on Main St. Supplies have been acquired.
- Dura-Patching is under way. Please call in Potholes to the Street Dept. at 937-845-3058.

Water Department:

- Sanitary Survey: Updating the number of private well locations to complete our backflow program.
- Adam's Street Tower demo is 90% completed. The City still needs to remove the foundations and waterline. Need to have a valve inserted to remove waterline to the right of way.
- Started prepping for pool opening.

Sewer Department:

- Currently working on estimates to replace additional clarifiers with possible Federal Funding.

2021 Road Reconstruction/Resurfacing Projects:

- Fenwick Phase I is currently in design phase. Reconstruction is currently slated for this fall. Grant was approved in the amount of \$372,000 with the City matching share of \$59,000
- Clark County Engineer received bids for the street(s) to be resurfaced. We are awaiting those tabulated results. 2021 funding currently set at \$110,000.

Madison St. School Demo:

- Environmental review is complete. Pre-bid building inspection was held 5/12/2021, to allow bidders to inspect and provide questions to be answered prior to submitting their bid. Bid opening is 5/20/2021. Demo to take place this Summer. City crews will clean up all spoil piles behind school to meet federal requirements for when the School is demolished. Estimated total cost \$226,202 with the City share to be an estimated \$52,302.

Comments of how quickly the water tower came down. Kitko notes seasonal positions are still open. Lowrey asked if there was any chance the hourly rate would increase? Kitko would discuss with Bridge. Eggleston asked once Madison school is demolished, the land belongs to the city? YES

5. Planning:

Derek Hutchinson
 Planning Director
 City of New Carlisle



Planning Department Update 5/17/2021

- Zoning** **2021 Permits YTD**
- 38 Received Zoning Applications
 - 34 Approved Zoning Permits

- Code Compliance** **2021 Statistics January thru April**
- *New Case Violation Report – New cases opened, and the violations identified for the month.*
 - *Code Compliance Activity – Enforcement activities carried out by Code Compliance Officers in addition to opening new cases.*

New Compliance Case Violation Report					
Violation Dates 01/01/2021 TO 04/30/2021					
	Jan	Feb	Mar	Apr	Row Total
Adornment Nuisance	1	0	1	0	11
Exterior Maintenance	1	2	4	0	7
Exterior Property and Structure Exposure Residential	5	1	3	0	17
Exterior Sanitation	0	10	3	10	31
Hazards & Unsanitary Conditions	2	1	1	1	5
Inoperable/Junk Vehicles	1	4	5	3	13
Trash Containers	20	23	0	3	46
Zoning Permit Required	0	0	1	0	1
Prohibited Parking	0	5	7	4	16
Property Clean-Up	0	0	2	0	2
Tall Grass	0	0	0	29	29
Illegal Outdoor Storage	0	0	0	2	2
Totals:	38	46	27	49	160

Code Compliance Activity					
Activity Date					
01/01/2021 TO 04/30/2021					
	Jan	Feb	Mar	Apr	Row Total
Communication	7	20	8	20	55
Inspection / Site Visit	38	41	82	58	219
Re-Inspection	8	10	15	33	66
Total:	53	71	105	111	340

Economic Development / Community Development

- 210 N. Pike Street
 - Bid specs are being prepared.
- Tool Lending Center
 - Added a gas garden tiller to the inventory.
 - Had a great response from the Channel 7 WHIO promo.
 - Open Community Event!
 - The Tool lending Center will be open from 10am-2pm, Saturday, June 5th. This Special Event is open to all City of New Carlisle Residents who live within the City Limits. Come visit the Tool Lending Center and see all that we have to offer. Lending will be held during event. Smith Park, with parking at the Shelter House or Smith Street parking lots.

Continuing Planning Projects

- Comp Plan Update – on going - Planning Board Review
- Planning Website Update – May 17th launch date
- CDBG Grant Program – County Partnership
- GIS Mapping Software – Late May
- Planning Record/Storage organization – on going
- New Code Compliance Truck coming soon – Mid May
- Planning & Exterior Property Maintenance Code Reviews – on going

Hello Randy and Derek,

Thanks for lunch and conversation yesterday. I look forward to working with you for the CHIP21 application, and should have a draft partnership agreement to you in the next 1-2 days.

Separately, there is new guidance today from HUD regarding the CDBG CARES Target of Opportunity Funding. This is the grant that we received to support Second Harvest, Rocking Horse and other sub-recipients. HUD has expanded what types of projects qualify. See the below section. The County is considering submitting a 2nd application to the State for a 2nd grant under this funding. The State still has \$20 million to award.

Let me know if you have anything in the City of New Carlisle that may meet the below criteria and you would be interested to propose.

Thanks, Dirk

Acquisition, construction, reconstruction, or installation of public works, facilities, and site or other improvements.

- Construct a public facility, such as a park, serving an LMI area, to provide suitable outdoor fitness, and social space where insufficient facilities are available to support social distancing guidance.
- Rehabilitate a community facility to establish appropriately ventilated spaces for senior or youth services and activities. (This can be HVAC systems, air purification, etc)
- Rehabilitate a commercial building or public facility to improve indoor air quality and ventilation to improve public health and prevent spread of coronavirus by replacing the HVAC and other building systems or to add operable windows and other improvements that could ensure the building's continued usefulness during an outbreak.

Dirk Lackovich-Van Gorp
Grants Coordinator
Clark County Community and Economic Development
3130 E. Main St, Suite 1A
Springfield, Ohio 45505
Office: 937-521-2164
Cell: 937-688-0401



Hello Handy,

I mentioned our discussion concerning potential projects to Ethan – including the park shelter and the Skate Park. He is totally supportive of both ideas.

Regarding the Skate Park, I did some basic research.

- See the attached photos of the YS Skate Park. It is about 5000 sf. New Carlisle may want something similar – possibly larger.
- I drove by your Skate Park yesterday. Nice location next to the pool, etc
- The attached public Skate Park development guide lists costs at approximately \$45 per square foot (\$25-\$60 per sf range) If amenities such as parking, toilets, etc are available in the same area the cost can normally be lower.
- Yellow Springs used a Skate Park design company called Gridline. <https://www.grindline.com/> Hudson Ohio used them also for a 10,000 sf park.
- Yellow Springs also had an engineering company involved such as First Choice. If we assume the a cost of \$40 per sf, a 10,000 sf park would be \$400,000. Should be a hell of nice park. ☺ Not sure how much space you have available, or what the sf is on your current park. A 5000 sf park would be \$200,000
- For purposes of a pre-application to OCD for a Skate Park project we could use the above costs as an estimate. We would then have to get a more formal/detailed cost somewhat quickly for the actual grant application if the pre-application project was approved.

I believe we should submit pre-applications as soon as possible. As we discussed, DJFS and United Senior Services may also be part of the same pre-application submission. The funding is first come, first served until it is awarded.

- You would need to come up with an estimate for pre-application of the park shelter – and then a more formal/detailed estimate for application

I look forward to your further thoughts.

Best Regards, Dirk

Dirk Lackovich-Van Gorp
Grants Coordinator
Clark County Community and Economic Development
3130 E. Main St, Suite 1A
Springfield, Ohio 45505
Office: 937-521-2164
Cell: 937-688-0401





Grimm asked about a resident wanting to buy land behind Twin Creeks wanted to lease it not buy. Bridge notes it was a different resident, Bridge will be meeting with the resident that wants to "lease" it. Lowrey asked about the numerous problems with parking on Pike Street. To move further Bridge would require a motion from Council. Cook added he has spoken with residents near Pike Place, about the multiple problems taking place. Cobb suggests eliminating parking on Pike Street. Cobb motions with second by Eggleston to have Bridge investigate parking issues and bring information back to Council. YES: 7
Cobb, Cook, Lowrey, Rodewald, Grimm, Nowakowski, Eggleston NAY:
0 Accepted 7-0

Informational Items:

B. INFORMATIONAL ITEMS

- Mayor's Court
 - Legislation (Next Steps)
 - The court itself - Currently in draft mode
 - Funds (e.g., computerization fund, etc.)
 - Traffic and Parking Violations Bureau (Traf.R. 13(B))
 - Magistrate
 - Clerk
 - Drafting soon
 - City Building(s)
 - All will re-open to the public on Wednesday, June 2, 2021
 - COVID CARES Funds
 - Informational email attached, see highlighted sections
 - Discussion on new Skate Park and additional Shelter House
 - Informational email attached
 - American Rescue Plan
 - 1/2 of disbursement will be deposited soon
 - Will need a series of Special Meetings in the near future regarding expenditures
 - StoryWalk
 - Additional discussion needed
 - Purchase of cement and augur
 - New City Website
 - Update
 - Upcoming Council Discussions
 - Ongoing Projects (Non-Exhaustive List)
 - Mayor's Court; Legislation slated; implementation few month's out
 - Investment Policy; Vote set for 5/17/21
 - Red Tree Investments; Agreement in legal review; council approval needed
 - Fixed Assets; Drafting RFP; Share with Council when completed
 - Water Tower Removal; 90%; See Service Report for more information
 - American Rescue Plan; New fund created; expenditure information coming
 - 2020 GAAP; Information gathering complete; vendor currently completing
 - 2020 Financial Audit; Light prepping underway; June expected start
 - 2022 Tax Budget; Prepping underway; due to County by July 15th
- 2022-2026 Capital Improvement Plan; Prepping underway; Council adoption in July
 - 2022 Operating Budget; Development underway; Goal to be effective by 1/1/22
 - Comprehensive Plan Update; Currently in Planning Board Review
 - Madison School Demo; Bidding starts soon; late spring/early summer demo
 - Fireworks Show; Agreement executed; planning starts soon
 - Zoning Code Rewrite; Currently in Planning Board Review
 - Disaster Recovery Plan; Currently in draft phase; Council approval to codify
 - Various City Fee's Review; Currently in data gathering phase; Council review next
 - Downtown Beautification Efforts; Planning underway; Council discussions next
 - 2022-2024 Union Negotiations; Union has requested info; planning underway
 - 2022-2024 Employee Wage Discussions; Currently analyzing; CM + FD talk soon
 - Credit Card Policy; Currently in research/draft phase; Council approval to codify
 - Dura-patching; Currently underway
 - City Webpage; Launching soon, depart. submissions; then on developer schedule
 - Painting of Main Street Stripe; Paint acquired
 - iWorQ; Currently training in Public Works; Communication package upcoming
 - Catch Basins; Updating quotes to outsource project
 - Pool Opening; Currently underway
 - 101 S. Main Street; PD moved in; designing exterior signs currently; highly used
 - Fenwick Phase 1; Engineering Agreement executed, currently finalizing schedule
 - Street Resurfacing; Ord 2021-05 effective 4/20/21; announcements forthcoming
 - Log Cabin; Awaiting further information
 - *COVID CARES Funds; discussions ongoing with Council; apply soon*
 - *Ohio Community Infrastructure Program; information coming*
 - *CHIP 2021; emergency ordinance by council needed; apply soon*
 - *Old Sub-Station Demo; records destruction soon; final clean, demo*
 - David Trimmer Investment of City Funds; CM will set meeting to discuss

**** Italicized texts indicates new projects****

Cobb motions with a second by Eggleston to open up the City building. YES: 7 Cobb, Cook, Lowrey, Rodewald, Grimm, Nowakowski, Eggleston NAY: 0 Accepted 7-0

Grimm motions with second by Cobb to return to in person meetings for the June 2 meeting. Rodewald asks about masks? Will still have regulations. Grimm adds optional for masks. Lowrey assumed all mandates were dropped after June 2. Bridge adds it is a Council decision. Bridge notes we will no longer "live stream". Bridge noted the municipalities are waiting for information on if online meetings can continue. Nowakowski noted the vaccine rate in town hasn't been "exciting". She is not sure she feels safe or trusts everyone coming in is vaccinated. YES: 4 Cook, Lowrey, Grimm, Cobb NAY: Rodewald, Nowakowski, Eggleston. Accepted 4-3

5/17/21

-Council discussion on the grant possibilities to bring another shelter house, update skate park or another way to utilize grant funds. Bridge notes very early discussion stages started by Parks and Rec. Possible locations discussed. Cook questions the reasoning. Rodewald noted he would rather see a Veterans Park on Main, possibly at the old Speedway location or invest in other parks, dog park. Nowakowski likes the idea of the old Speedway location. Grimm notes so many other things a little "premature" to build another shelter house. Cook notes very little parking, likes the idea of Veterans park. He notes the old school property is leased and needs to speak to the school before that location is chosen. Cook notes a council retreat would be a great place to discuss this. Lowrey notes the city could use an updated second shelter, or updated skate park, he would love to see the funds go towards the pool. Bridge reviews how funds can be used and noted pool probably will not win the funding. Lowrey asked why the pool would not win the funding? Criteria for the grants is to increase capacity at a pre-existing place. Cobb asks about asking the citizens about building a new pool. Lowrey notes the Council will set up a meeting to discuss how to move forward with the pool. Nowakowski suggests Madison school location. Grimm, asking about improving, expanding the current shelter, suggests visiting it again. Rodewald noted page 60 on a council packet with email from Dirk... notes we can construct something new. Lowrey doesn't want to lose out on the opportunity. Cobb motions to set a meeting. No second. Bridge will contact and find out when Dirk is available. Special meeting will be set at a later date. Cook agrees, notes during the day would be easy. Lowrey notes for Bridge not to think Council isn't appreciative.

Grimm asks about the community clean-up. Pride workers available to help in late June? Lemen will run it by the sheriff and get back with Council. Kitko spoke with the director at Solid Waste; most things were stopped due to Covid.

8. Comments from Members of the Public:

From: Debra Bryant <bryantd6@yahoo.com>

Sent: Sunday, May 9, 2021 5:05 PM

To: Peggy Eggleston <peggleston@newcarlisle.net>; Bill Cook <bcook@newcarlisle.net>

Subject: Outstanding Citizens

The three ladies are Tillie Jamison, Nancy Daily and Dana Bobalik.

All of them have gone out of their way to help the citizens of New Carlisle.

I recently met Tillie at the library when I was at the book sale. She made sure that our brains did not suffer during the lockdown with free crafts and activities and she is still providing crafts and activities for us for free.

Nancy Daily is a wonderful person. Whenever someone finds a pet she helps reconnect it with its owner. Same if a beloved pet "runs" away. She points New Carlisle to the shelters or the finders who may have the animal. I have seen where she assists in the surrounding counties also. For free. I have never met her but she is a very kind and caring person.

Last is Dana Bobalik. I have never met her but I'm sure if you have, you are grateful. When some of our citizens were having a hard time getting food, during the lockdown, she delivered it. For free. The posts I remember seeing on facebook were like..." if you need food I will be at the old Speedway at 8." She had milk and meats and all kinds of stuff for anyone that needed it. I remember she had a list of families in need. I'm sure she saved lives.

All three of these ladies deserve our thanks. All three asked for nothing in return.

This is just a small portion of the ways these ladies were and are part of what makes our city great.

As citizens of New Carlisle we should show our appreciation.

If you would kindly forward this message...

Thank you

-Eggleston suggests doing something to recognize these individuals. Council discussion on ways to recognize them. Cook

suggests a "citizen of the year" award. Nowakowski notes the work that these ladies do is incredible. Eggleston would like to see the ladies recognized. Minimal costs to recognize individuals. Will be added to the next work session to discuss.

9. Committee Reports: None

10. Resolutions:

A. Resolution 2021-11R (Introduction Tonight. Public Hearing & Action on 5/17/2021) A RESOLUTION AMENDING RESOLUTION 2020-21R, THE CAPITAL IMPROVEMENT PROGRAM FOR THE CITY OF NEW CARLISLE, OHIO, FOR ADDITIONAL CAPITAL PURCHASES AND AMENDING CAPITAL PURCHASE PRICES

Allow to amend CIP, new cruiser, Madison St. Demo, lights, turnout gear

1st Eggleston

2nd Rodewald

YES: 6 Grimm, Nowakowski, Eggleston, Cook, Lowrey, Rodewald NAY: 0 Accepted 6-0

11. Ordinances:

Ordinance 2021-10 (Introduced on 05/03/21. Public Hearing & Action Tonight) AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS OF OVER TWENTY THOUSAND DOLLARS (\$20,000.00) FOR THE REHABILITATION, PUMP INSPECTION, AND REPAIR OF WELL #6
CM spending limit is \$20,000- Shall not exceed \$24,000

1st Cook

2nd Grimm

YES: 6 Nowakowski, Eggleston, Cook, Lowrey, Rodewald, Grimm
NAY: 0 Accepted 6-0

Ordinance 2021-11 (Introduced on 05/03/21. Public Hearing & Action Tonight) AN ORDINANCE SUPPLEMENTING CERTAIN APPROPRIATIONS CONTAINED IN NEW CARLISLE CITY ORDINANCE 2021-01 *Increase funds in general fund increase for Madison School removal.*

1st Eggleston

2nd Nowakowski

YES: 6 Eggleston, Cook, Lowrey, Rodewald, Grimm, Nowakowski
NAY: 0 Accepted 6-0

Ordinance 2021-12 (Introduced on 05/03/21. Public Hearing & Action Tonight) AN ORDINANCE AMENDING CHAPTER 248 OF THE CODIFIED ORDINANCES OF THE CITY OF NEW CARLISLE REGARDING CITY POLICY
Updated investment policy for the city.

1st Eggleston

2nd Cook

YES: 6 Lowrey, Rodewald, Grimm, Nowakowski, Eggleston, Cook NAY: 0 Accepted 6-0

Ordinance 2021-13 (Introduction Tonight. Public Hearing & Action on 06/07/2021) AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE NEW CARLISLE PUBLIC LIBRARY REGARDING A STORYWALK PROGRAM

Posts for storywalk on bike path.

Ordinance 2021-14 (Introduction Tonight. Public Hearing & Action on 06/07/2021) AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH CLARK COUNTY, OHIO AND THE SHERIFF OF CLARK COUNTY, OHIO FOR THE INCARCERATION, MAINTENANCE AND CARE OF PRISONERS PROSECUTED IN THE NEW CARLISLE MAYOR'S COURT

Ordinance 2021-15E (Introduction, Public Hearing & Action Tonight) AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A JOINT PARTNERSHIP AGREEMENT FOR THE COMMUNITY HOUSING IMPACT & PRESERVATION PROGRAM (CHIP 2021) WITH CLARK COUNTY, OHIO, AND DECLARING AN EMERGENCY

1st Eggleston

2nd Nowakowski

Due to Deadline to apply for the program, requesting an emergency partner w/ CC \$300,000 for city to buy, repair homes.

YES: 6 Eggleston, Cook, Lowrey, Rodewald, Grimm, Nowakowski NAY: 0
Accepted 6-0

12. OTHER BUSINESS:

Cook motions to excuse Cobb 2nd by Eggleston

YES: Cook, Lowrey, Rodewald, Grimm, Nowakowski, Eggleston NAY: 0
Accepted 6-0

Lowrey thanks Chief Trusty. Trusty notes Cobb is doing better. Eggleston asks about a community garage sale- last weekend in June. Sugar Shelf is having their grand opening in their new location. She suggests someone from the Council attend. Bridge, Lowrey and Grimm will attend. He has someone interested in the old store.

13. Executive Session: NONE

14. Adjournment: 1st Grim 2nd Eggleston

YES 6 Cook, Lowrey, Rodewald, Grimm, Nowakowski, Eggleston NAY: 0
Accepted 6-0

Mayor Mike Lowrey

Clerk of Council Emily Berner



City Manager's Report

June 7, 2021

A. DEPARTMENTAL REPORTS

- The Following Departmental Reports will be given at the next City Council meeting on Monday, June 21st
 - Finance, Public Service, Planning & Zoning, Fire/EMS, and Police

B. INFORMATIONAL ITEMS

- Mayor's Court
 - Legislation if front of Council tonight
 - Next Steps - Will email City Council after consultation with Law Director
- American Rescue Plan
 - Availability of Council Members after June 21, 2021 for Special Meetings to discuss expenditures
- Selling of City Owned Land
 - Information attached, discussion
- New City Website
 - Launched on Tuesday, June 1, 2021
 - Thank you to the key players
 - Minor adjustments on-going
- Parking on Pike Street - Belle Manor
 - Information attached, discussion
 - Motion requested for any curb painting requested by City Council
- Fireworks
 - Saturday, July 3, 2021
 - Porta John Map; attached; discussion
- Clark County Combined Health District
 - COVID Vaccination Clinic
 - Smith Park, Wednesday's until June 23rd
 - 5-7pm; Pfizer
- A Journey Through Cultural Sensitivity Training
 - Provided by the Miami Valley Communications Council
 - On-demand and free
 - Per the minuets from the last session, the City Manager was to look into this
 - Information attached

Attachment Summary

- Land Sell
- Pike Street Parking
- Porta John Map
- Cultural Sensitivity Training

Subject: RE: Possible land purchase

Date: Tuesday, May 25, 2021 at 3:20:11 PM Eastern Daylight Time

From:

To: Randy Bridge

Hello Mr. Bridge

I spoke with you a few weeks back about purchasing the parcel behind my house and council decided against it because they think it will be worth more money once the land behind the parcel is developed.

Anyways, I am emailing again to see if they would entertain selling the land behind my property to the creek? I own 620 and 618, the lot next to my house. If they would sell the land behind both those lots to the creek I would pay for all legal fees, surveying and pay \$10,000 for the land. The land I am asking to purchase is on my side of the creek it should not affect the councils thought of the parcel still being a "bargaining chip" when development begins.

Thanks,

Sent from my T-Mobile 5G Device

----- Original message -----

From:

Date: 4/6/21 2:56 PM (GMT-05:00)

To: rbridge@newcarlisle.net

Subject: Possible land purchase

Hello Mr. Bridge,

I live at 620 colony trl., I was wondering if there is any interest in selling the land behind my property? If so I would be extremely interested and am ready to act now.

I attached an image of the land and the parcel number for reference.

Thanks for your time!

Sent from my T-Mobile 5G Device

Subject: Pike Place parking issue
Date: Thursday, June 3, 2021 at 1:58:53 PM Eastern Daylight Time
From: Howard Kitko
To: Randy Bridge
Attachments: Image.jpeg, Image.jpeg

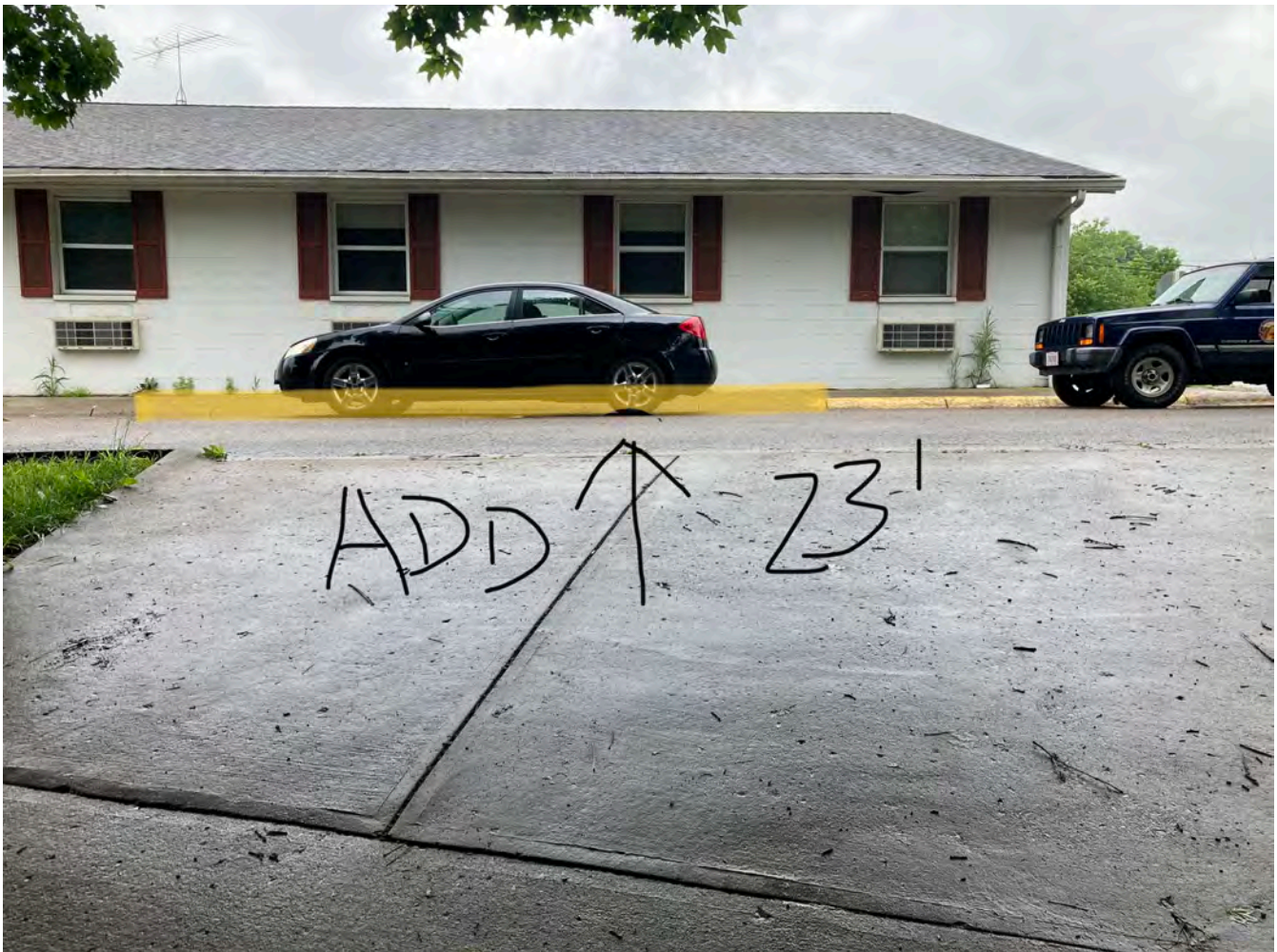
Randy,

Driveway across from Pike Place entrance is already striped no parking and is clear for the resident across the street to easily get in and out.

The other 2 locations need addressed by adding some no parking in order for the vehicles to enter and exit easily from their drives.

Please see pics attached.

Thanks,
Howie





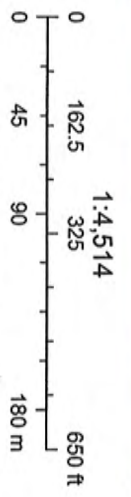
Howard Kitko
Service Director
City of New Carlisle
937-604-2116

X = No Portable Restrooms

Clark County Ohio GIS



May 18, 2021



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



A Journey through Cultural Sensitivity

By: Jodi Martin, MVCC Training Coordinator

jmartin@mvcc.net

Self-Awareness Checklist

Awareness		Never	Sometimes/ occasionally	Fairly Often/Pretty Well	Always/ very well
Value Diversity	I view human difference as positive and a cause for celebration				
Know myself	I have a clear sense of my own ethnic, cultural and racial identity				
Share my culture	I am aware that in order to learn more about others I need to understand and be prepared to share my own culture				
Check my assumptions	I am aware of the assumptions that I hold about people of cultures different from my own				
Challenge my stereotypes	I am aware of my stereotypes as they arise and have developed personal strategies for reducing the harm they cause.				

Notes:



Survey/Feedback



Directions: Read through the definition. Underline sentences or phrases that resonate with you. Circle a word or words that you relate with when thinking about cultural sensitivity. Discuss your thoughts with someone at your table.

Cultural sensitivity...

broadly recognized as the knowledge, skills, attitudes and beliefs that enable people to work well with, respond effectively to, and be supportive of people in cross-cultural settings. Cultural sensitivity is not solely the acceptance of cultural differences, but rather a transformational process that allows individuals to acknowledge interdependence and align with a group other than their own. Culturally proficient health care, in particular, makes use of a patient's language and culture as tools to improve outcomes for that individual.

Sigmund Freud Theory

- Will Power
- Long term memory
- Logical Thinking
- Critical Thinking



The diagram shows an iceberg floating in water. The tip of the iceberg is above the water line and is labeled 'Conscious mind 10%'. Below the water line, the much larger part of the iceberg is labeled 'Subconscious mind 90%'. The background is a gradient of blue and green.

- Beliefs
- Emotions
- Habits
- Values
- Protective Reactions
- Long Term Memory
- Imagination
- Intuition

Conscious mind 10%

- Will power
- Long term memory
- Logical thinking
- Critical thinking

Subconscious mind 90%

- Beliefs
- Emotions
- Habits
- Values
- Protective reactions
- Long term memory
- Imagination
- Intuition



Think Diversity

Think about your work environment. Classify your coworkers into groups. After you classify, put a 'C' for conscious and a 'SC' for subconscious.

1-	
2-	
3-	
4-	

Directions: Read the questions below. After watching a video jot down the answers. Share with your colleagues.

"Single Stories"

What are examples of single stories in your work environment?

What are examples of single stories in the news?

According to Adichie, how are single stories created and why is it dangerous?

How might we reject the single story in our lives to regain Adichie's so called paradise?



Are You Culturally Competent?

- On-going self - Assessment
- Use assessment information to make commitments
- Model attitudes, behavior, decisions, policies,
- Use your data to drive discussions around culture/race/socioeconomic disproportionalities
- Distribute power
- Be courageous in conversations



Training Resources

Webinars

<https://unleashpotential.ie/conscious-and-unconscious-bias/>

You Tube

<https://www.youtube.com/watch?v=σTAJwAKfVwY>

Professional Learning Communities
Department Committees





ORDINANCE 2021-13

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE NEW CARLISLE PUBLIC LIBRARY REGARDING A STORYWALK PROGRAM

WHEREAS, StoryWalks are a series of permanent signs designed to connect reading and learning with physical activity, and a self-paced and family-friendly activity that encourages residents of all ages to read, move and enjoy the outdoors; and

WHEREAS, the New Carlisle Public Library will display laminated pages from children’s books on special posts along the City's bike path; and

WHEREAS, as StoryWalk participants stroll down the bike path, they will be directed to the next page of a story located on the next special post; and

WHEREAS, the StoryWalk in the City will begin near the playground equipment adjacent to the Shelter House located in Smith Park; and

WHEREAS, the original StoryWalk project was created by Anne Ferguson of Montpelier, Vt., and developed in collaboration with the Kellogg-Hubbard Library to promote literacy; and

WHEREAS, the City and the New Carlisle Public Library desire to enter into an agreement regarding the StoryWalk program.

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

Section 1. The City Manager is hereby authorized and empowered to enter into the attached agreement with the New Carlisle Public Library for a StoryWalk program.

Passed this _____ day of _____, 2021

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
Rodewald	Y	N
Grimm	Y	N
Eggleston-Nowakowski	Y	N

Totals:		
	Pass	Fail

Intro: 05/17/2021
Action: 06/07/2021
Effective: 06/22/2021

STORYWALK LICENSE AGREEMENT

This Agreement is made this ____ day of _____, 2021, by and between THE CITY OF NEW CARLISLE, OHIO (“City”), with a mailing address of 331 S. Church St., PO Box 419, New Carlisle, OH 45344, and THE NEW CARLISLE PUBLIC LIBRARY, OF NEW CARLISLE OHIO (“Library”), with a mailing address of 111 E. Lake Ave., New Carlisle, OH 45344.

RECITALS

The City is the owner of the Tecumseh Trail and the Library desires to exercise certain rights and privileges on the Tecumseh Trail.

NOW THEREFORE, it is agreed as follows:

1. Rights. City hereby grants to the Library the right to conduct the Library’s StoryWalk program (“StoryWalk”) along the Tecumseh Trail. The StoryWalk is a program whereby pages from a children’s book or children’s books are installed along a path. As someone strolls along the path, he or she is directed to the next page in the story. The pages frequently are accompanied by activities or information.
2. Term and Consideration. The term of this agreement is to be seven (7) years, beginning on the 1st day of July, 2021, unless terminated sooner as provided in this Agreement. As consideration, the Library shall pay the amount of One Dollar (\$1.00) by the 1st day of July each year during the term of this Agreement.
3. Maintenance. The Library shall be solely responsible for maintaining the aluminum posts, frames, stories and any equipment associated with the StoryWalk. The City shall be solely responsible for installing the aluminum posts, and any necessary mowing around the posts.
4. Alterations. Except as otherwise stated herein, the Library shall make no alterations or additions to the licensed premises without the prior written consent of the City.
5. Damage. The Library shall do all things necessary to protect the licensed premises and shall be solely responsible for any damage done to the licensed premises by the Library’s officials, employees, agents or assigns.

6. Indemnification. The Library agrees to indemnify and hold the City and the City's officials, employees, agents and assigns harmless from any and all liability arising out of any act or omission of the Library's officials, employees, agents or assigns related to the StoryWalk at the licensed premises.
7. Property. Upon the termination of this Agreement, all aluminum posts, frames and any equipment associated with the StoryWalk shall become the property of the City.
8. Assignment. This license is personal to the Library. It is nonassignable, and any attempt to assign this license will terminate the license privileges granted to the Library.
9. Termination. This Agreement is terminable by either party upon sixty (60) days' written notice to the other party.
10. Waiver. The waiver by either party hereto of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein.
11. Legal Construction. If any term, covenant, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
12. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement that is not contained herein shall be valid or binding. This Agreement may only be amended by the mutual agreement of the parties hereto in writing.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

CITY OF NEW CARLISLE, OH

Randy Bridge, City Manager

Approved as to Form:

Jacob M. Jeffries, Law Director

NEW CARLISLE PUBLIC LIBRARY

By: Beth Freeman, Library Director

STATE OF OHIO COUNTY OF CLARK

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Randy Bridge, City Manager of the City of New Carlisle, Ohio.

Notary Public

STATE OF OHIO COUNTY OF CLARK

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Jacob M. Jeffries, Law Director of the City of New Carlisle, Ohio.

Notary Public

STATE OF OHIO COUNTY OF CLARK

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Beth Freeman, Library Director of the New Carlisle Public Library, of New Carlisle Ohio, an Ohio non-profit corporation, on behalf of the non-profit corporation.

Notary Public



ORDINANCE 2021-14

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH CLARK COUNTY, OHIO AND THE SHERIFF OF CLARK COUNTY, OHIO FOR THE INCARCERATION, MAINTENANCE AND CARE OF PRISONERS PROSECUTED IN THE NEW CARLISLE MAYOR’S COURT

WHEREAS, the City of New Carlisle (“City”) needs to provide an appropriate facility for the incarceration, maintenance and care of prisoners prosecuted in the New Carlisle Mayor’s Court for violations of the Ordinances of the City; and

WHEREAS, Clark County, Ohio (“County”) and the Sheriff of Clark County, Ohio (“Sheriff”) are willing to enter into a contract with the City for the purpose of allowing the City to utilize the Clark County Jail for the incarceration, maintenance and care of prisoners prosecuted in the New Carlisle Mayor’s Court for violations of the Ordinances of the City; and

WHEREAS, it is necessary that an agreement be entered into by and between the City, and the County and the Sheriff allowing the City to utilize the Clark County Jail for the incarceration, maintenance and care of prisoners prosecuted in the New Carlisle Mayor’s Court for violations of the Ordinances of the City.

NOW, THEREFORE, THE CITY OF NEW CARLISLE HEREBY ORDAINS that the City Manager be, and hereby is, authorized and empowered to enter into the attached agreement for the incarceration, maintenance and care of prisoners prosecuted in the New Carlisle Mayor’s Court for violations of the Ordinances of the City.

Passed this _____ day of _____, 2021.

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
Rodewald	Y	N
Grimm	Y	N
Eggleston-Nowakowski	Y	N

Totals:		
	Pass	Fail

Intro: 05/17/2021
Action: 06/07/20213
Effective: 06/22/21

**CITY OF NEW CARLISLE, OHIO
JAIL CONTRACT**

AGREEMENT

THIS AGREEMENT is made and entered into by and between the Sheriff of Clark County, Ohio (“Sherriff”), the City of New Carlisle, Ohio (“City”), and the Board of Commissioners of Clark County, Ohio (“County”).

WITNESSETH:

WHEREAS, the City needs to provide an appropriate facility for the incarceration, maintenance and care of prisoners prosecuted in the New Carlisle Mayor’s Court for violations of the Ordinances of the City; and

WHEREAS, the County and the Sheriff are willing to enter into a contract with the City for the purpose of allowing the City to utilize the Clark County Jail for the incarceration, maintenance and care of prisoners prosecuted in the New Carlisle Mayor’s Court for violations of the Ordinances of the City; and

WHEREAS, it is necessary that an agreement be entered into by and between the City, and the County and the Sheriff allowing the City to utilize the Clark County Jail for the incarceration, maintenance and care of prisoners prosecuted in the New Carlisle Mayor’s Court for violations of the Ordinances of the City.

NOW THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. If space is available according to the State of Ohio Jail Standards, the City may confine a maximum of four (4) prisoners per calendar month in the Clark County Jail. The acceptance of these prisoners will be at the complete discretion of the Jail Administrator and/or the Sheriff. This decision will be based on the availability of space and the nature of the offense. It will be the responsibility of the City to track the number of prisoners the City has housed each month.
2. The Sheriff will charge the City for the above-described services as follows:
 - a. Confinement of a prisoner in the Clark County Jail: \$60.00 per day or part thereof
 - b. Inmate Classification Fee: \$45.00
3. In the event of injury, illness, disability or death of any prisoner incarcerated pursuant to this Agreement, all expenses for hospitalization, medical care, dental care, special treatment, medicines, and other medical expenses or additional expenses not herein provided for, shall be paid by the City upon presentation of bills by such institutions, firms and individuals performing such services on behalf of such prisoners; with the primary financial responsibility being that of the prisoner. It is further understood that the provisions of this paragraph are intended to cover emergency situations and not routine medical, dental, or psychiatric or psychological problems not requiring immediate attention. The Sheriff will make reasonable efforts to determine that a prisoner’s need is

of an emergency nature before permitting the prisoner to be treated. So long as the Sheriff makes a good faith determination that the need may be of an emergency nature, the City and/or the prisoner shall bear all such expenses.

4. The minimum age of prisoners accepted shall be eighteen (18) years.
5. In the event of escape of any prisoners accepted under the terms of this Agreement, the proper official of the Sheriff, without undue delay, shall notify the City. All reasonable costs, including destroyed or lost clothing or property so damaged or destroyed, incident to the capture, trail, or return to custody of the escapee to the Clark County Jail will be borne by the City provided such costs, loss or damage is not the result of a negligent act or omission by the Sheriff or its employees or agents.
6. Only able-bodied prisoners will be accepted for incarceration under this Agreement. Prisoners with communicable diseases, tuberculosis, AIDS, communicable skin disease, venereal disease or any disabling illness (collectively herein "Disease") will not be accepted. In the event of discovery of disease by examination and diagnosis by a competent medical authority, after acceptance of such prisoner, the City will be notified and shall then immediately remove such afflicted prisoner from the Clark County Jail and pay all reasonable costs incident to such examination and diagnosis, and costs incurred prior to or incidental to removal actions. The Sheriff agrees to notify the City of any prisoner known to have or suspected of having any Disease as soon as practical to permit the City to remove such prisoner.
7. All reasonable and necessary expenses incurred by the Clark County Jail in any *habeas corpus* proceeding filed by or on behalf of a prisoner incarcerated under this Agreement shall be paid by the City.
8. All prisoners committed to the Clark County Jail by the City shall be subject to all rules, regulations and discipline prescribed by the Clark County Jail.
9. The City agrees to be responsible for any damages caused to the Clark County Jail by any prisoner who is incarcerated pursuant to this Agreement so long as such damages are not the result of a negligent act or omission by the Sheriff or its employees or agents.
10. The Sheriff shall furnish an itemized monthly statement for services rendered under this Agreement to the City on or before the 20th day of each succeeding month. Said statement shall be paid within thirty (30) days of receipt. The amount owed to the Sheriff by the City shall be reduced by the amount(s) of any award of damages to or recovery by the Sheriff resulting from prisoner care, housing costs or any other expenses related to this Agreement if such award or recovery is from a source other than the City.
11. The City shall be responsible for the costs of transporting its prisoners to and from the Clark County Jail.

12. The City will be charged for any prisoner received when the prisoner remains in the Clark County Jail for at least one (1) hour and is booked in. Charges will apply as previously outlined in Paragraph 3.
13. This Agreement will take effect on July 1, 2021.
14. This Agreement may be terminated by either party by giving sixty (60) days' prior written notice to the other party. The City shall be responsible to pay the Sheriff for all prisoner days incurred up to the date of termination.
15. It is mutually understood and agreed that in no event shall the Sheriff be liable to the City for any loss, damage, claim or award arising from the escape of or injury to any prisoner accepted under the terms of this Agreement, inadequate facilities, or for any costs whatsoever arising under this Agreement unless such loss, damage, claim or award is the result of a negligent act or omission by the Sheriff or its employees or agents.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _____, 2021.

BOARD OF CLARK COUNTY COMMISSIONERS

Jennifer Hutchinson, County Administrator

RESOLUTION NO. _____

Date: ____/____/____

THE CITY OF NEW CARLISLE, OHIO

Randy Bridge, City Manager

Law Director, City of New Carlisle

THE SHERIFF OF CLARK COUNTY, OHIO

Clark County Sheriff Deborah K. Burchett

CLARK COUNTY PROSECUTOR _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Date: ____/____/____



ORDINANCE 2021-16

**AN ORDINANCE AUTHORIZING THE CITY OF NEW CARLISLE,
OHIO TO LEASE PROPERTY OWNED BY THE CITY**

WHEREAS, it has been determined that residents R. Scott Griffith and Kimmerly A. Griffith desire to lease a portion of land adjacent to their residential property for the purpose of installing a set of stone steps that lead to the creek; and

WHEREAS, a portion of the stone steps will be located on City-owned property, which is more particularly described as Clark County parcel number 0300500029206009; 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: Authority is hereby granted to the City Manager, on behalf of the City of New Carlisle, to lease a portion of City owned land to R. Scott Griffith and Kimmerly A. Griffith subject to the covenants in said Lease Agreement, attached hereto. Annual rent in the amount of One Dollar (\$1.00) is to be paid to the City on or before July 6th of each lease year.

Passed this _____ day of _____, 2021

Mike Lowrey, Mayor

Emily Berner, Clerk of Council

APPROVED AS TO FORM:

Jake Jeffries, DIRECTOR OF LAW

1st _____

2nd: _____

Cobb	Y	N
Eggleston	Y	N
Vice Mayor Cook	Y	N
Mayor Lowrey	Y	N
Rodewald	Y	N
Grimm	Y	N
Eggleston-Nowakowski	Y	N

Totals:		
	Pass	Fail

Intro: 06/07/2021
Action: 06/21/2021
Effective: 07/06/2021

LEASE

This lease agreement is made on this 6th day of July, 2021, between the City of New Carlisle, Ohio (“Landord”), with an address of 331 S. Church St., PO Box 419, New Carlisle, OH 45344, and R. Scott Griffith and Kimmerly A. Griffith (collectively, “Tenant”), with an address of 719 Colony Trail, New Carlisle, OH 45344, for lease of the premises described as follows:

A strip of land five (5) feet wide and eighteen (18) feet long on the property described on the attached Exhibit A, which said strip of land begins at the southernmost property line of the property on the attached Exhibit A abutting the northernmost property line of the property described on the attached Exhibit B and ends at the East Fork Honey Creek (“Premises”).

Term of Lease

1. The initial term of this Lease will be for a period of five (5) years, beginning on July 6, 2021 and ending on July 5, 2026, unless terminated sooner as provided in this Lease.

Rent and Late Charges

2. Tenant will pay to Landlord the sum of \$1.00 per year on or before July 6th from the commencement of the term of this Lease and continuing throughout the original lease term and any renewal thereof.

Should Tenant fully and faithfully perform all of the terms and conditions of this Lease, this Lease may be extended for a period of five (5) years, with the extended term to begin on the day following the expiration of the prior term, and for three (3) additional periods of the same length, each to commence on the day following the expiration of the original term or any renewal thereof, whichever is applicable. However, if at the date of the expiration of the original term or any renewal thereof Tenant is in default of any of the terms or provisions of this Lease, the remaining option or options shall be null and void. All the terms, covenants and provisions of the original lease term shall apply to any renewal(s) thereof.

End of Term and Automatic Renewal

3. If either party wishes to terminate this Lease at the end of its original term or any renewal term, then such party must give the other party written notice at least 30 days before the end of the applicable term. This notice must be in writing and must be sent by certified mail or personally delivered. AN ORAL NOTICE IS NOT SUFFICIENT.

If Tenant holds over and continues in possession of the Premises after the expiration of the original term or any renewal term other than as provided herein, then Tenant will be deemed to be occupying the Premises on the basis of a month-to-month tenancy, subject to all of the terms and conditions of this Lease.

Tenant's Use and Maintenance of Premises

4. Tenant shall use the Premises for access to East Fork Honey Creek during the original term or any renewal thereof, and shall not use the Premises for any other purpose.

Tenant shall take good care of the Premises. At the expiration of the Lease or any renewal term thereof, Tenant shall vacate and leave the Premises in as good a condition as existed at the beginning of the term, except for reasonable wear and tear. If the Premises are not left in as good a condition as existed at the beginning of the Lease term, Tenant will be responsible to pay Landlord for all costs for repairing damage to the Premises. Tenant shall pay the cost of repair for any damage or breakage caused by Tenant, Tenant's family, visitors, or any other persons on the Premises with Tenant's permission.

Liability of Landlord and Tenant

5. Landlord shall be exempt from any and all liability for any damage or injury to any person or property caused by or resulting from any cause or happening whatsoever unless the damage or injury is caused by or due to the intentional act or omission of the Landlord. Tenant assumes the full responsibility and cost of defending, compromising, discharging, or otherwise satisfying any loss, liability, claim, or action that occurs due to the negligent acts or omissions of Tenant or Tenant's family, visitors, or other persons on the Premises with the consent of Tenant. Tenant shall also be responsible to reimburse to Landlord any cost incurred due to the negligent act or omission of Tenant, Tenant's family, visitors, or other persons on the Premises with Tenant's permission. Tenant must give prompt written notice to Landlord of any condition or defect affecting the Premises that Tenant could reasonably foresee resulting in liability or loss.

Conduct of Tenant

6. Tenant will be responsible for the acts and conduct of Tenant's family, visitors, and any other persons on the Premises with Tenant's permission.

Hazards and Insurance

7. Tenant, at Tenant's own expense, shall provide and maintain in force during the original term of this Lease, or any renewal thereof, liability insurance in the amount of \$100,000.00, covering Landlord and Tenant, with one or more insurance companies authorized to transact business in Ohio and approved by Landlord.

Alterations and Repairs

8. Tenant agrees not to make any alterations, improvements, changes, or additions to the Premises, without the prior written consent of the Landlord, who shall not unreasonably withhold consent. Tenant shall remove any attachments, installations, alterations, improvements, or additions at the end of the Lease term or any renewal thereof and shall restore the Premises to the same condition as existed at the beginning of the term, reasonable wear and tear excepted. All costs of removal and restoration shall be at Tenant's expense. If Tenant fails to restore the Premises as required, Landlord may do so and assess the cost as damages to the Premises.

It is expressly understood by the parties that Tenant, at Tenant's sole expense, will have natural stone steps installed on the Premises in accordance with the proposal attached as Exhibit C.

Tenant will not permit any mechanics' lien or liens to be placed on the Premises or any improvements on the Premises. If any such mechanics' lien is filed on the Premises or any improvements on the Premises, then Tenant will promptly pay the lien.

Landlord's Right of Entry

9. Landlord shall have access to the Premises at all reasonable times for the following purposes: (1) to make ordinary or emergency repairs and maintenance; (2) for inspection to determine whether Tenant is making proper use of the Premises; (3) for inspection to determine whether Tenant is complying with provisions of this Lease that protect Landlord against liability and casualty. Except in the case of an emergency, Landlord must provide Tenant with twenty-four (24) hours' notice before making any entry.

Assignment and Subletting

10. Tenant may not do any of the following without the Landlord's written consent: (1) assign this Lease; or (2) sublet all or any part of the Premises. Unless Tenant has obtained Landlord's written consent, any assignment or subletting may be disregarded by Landlord as if it had not occurred, and Tenant shall continue to remain responsible for the performance of all terms and conditions of this Lease.

Tenant's Default

11. Tenant shall be considered in default under this Lease under any of the following circumstances: (1) Tenant fails to pay rent due and owing under this Lease; (2) Tenant, after written notice to cease, continues to be so disorderly as to destroy the peace and quiet of the neighborhood; (3) Tenant willfully or by gross negligence causes or allows destruction, damage, or injury to the Premises; or (4) Tenant, after written notice to cease, continues to substantially violate or breach any of the covenants contained in this Lease.

Right of Reentry

12. If at any time Tenant shall be in default under this Lease as defined in Paragraph 11, Landlord shall be entitled to reenter the Premises by means of summary dispossession proceedings or any other method permitted by law, and to remove all persons from possession for any cause permitted by law.

Landlord's Remedies on Default

13. On default by Tenant, Landlord may terminate this Lease and may also take any other action or seek any other remedy permitted by law. Tenant shall immediately quit and surrender the Premises to Landlord. In the case of any default and reentry, whether by summary dispossession proceeding or otherwise, all unpaid rent for the remaining term of this Lease shall be due, together with all expenses that Landlord may incur for attorney fees, court costs, brokerage fees, costs of repair, administrative fees, advertising fees, and other costs of preparing the Premises for

re-rental, subject to Landlord's duty to mitigate damages. If Landlord re-rents the Premises for less than the Tenant's rent, Tenant shall pay the difference until the end of the Lease term. Tenant shall not be entitled to any rebate if the Premises are re-rented for an amount greater than the rent established by this Lease or by any lawful rent increase.

Neither the voluntary surrender of the Premises by Tenant nor the taking of possession of the Premises by Landlord pursuant to a judgment for summary dispossession shall relieve Tenant of the obligation to pay rent and other costs and damages as set forth in this Paragraph 13. If Tenant vacates the Premises while still owing any rent or other payments, Tenant authorizes Landlord to obtain all necessary reports and information for the purpose of learning Tenant's forwarding address or whereabouts. Any sums owed to Landlord under this Paragraph 13 shall be considered additional rent.

Landlord's remedies for Tenant's default shall be cumulative and concurrent, and the use of one remedy shall not bar or prevent Landlord from using any other right, remedy, or power conferred upon Landlord by law. Landlord's acceptance of rent after a violation by Tenant of any agreement in this Lease or Landlord's failure to enforce any term or condition in this Lease shall not prevent Landlord from enforcing the provision or any other term or condition at a later time.

Abandoned Property

14. On termination of the Lease term, whether by operation of this Lease, by entry of judgment for possession in favor of Landlord, or by Tenant's vacation of the Premises, Tenant shall be responsible for the removal of all tenant-owned property. If Tenant fails to remove any such property, on reentry by the Landlord it shall be deemed abandoned and ownership shall transfer to Landlord. Landlord shall then be entitled to dispose of the property without liability to Tenant.

Rules and Regulations

15. Tenant agrees to abide by any reasonable rules and regulations posted at the Premises by Landlord.

Costs and Attorney Fees

16. If any judicial action is brought by Landlord to enforce or interpret any provision of this Lease, then the Landlord shall, at the discretion of the court, recover from the Tenant all costs of the action and reasonable attorney fees.

Saving and Severability Clause

17. If any provision of this Lease is contrary to law, whether by statute or final court decision, the provision shall be considered amended as necessary to conform to legal requirements. The rest of the Lease shall remain in full force and effect and unaffected by any such amendment.

Notices

18. All notices that must be given in accordance with a statute or regulation shall be given as provided by law. All other notices given under this Lease must be in writing. Notice may be given by personal delivery to the other party or by certified mail, return receipt requested.

Entire Agreement

19. This Lease is the entire agreement of Landlord and Tenant. Tenant has read this Lease before signing. Any changes or modifications of this Lease must be in writing and signed by both parties.

Successors

20. Except as otherwise stated herein, this Lease shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of Landlord and Tenant.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

CITY OF NEW CARLISLE, OH

Randy Bridge, City Manager

Approved as to Form:

Jacob M. Jeffries, Law Director

TENANT

R. Scott Griffith

Kimmerly A. Griffith

STATE OF OHIO COUNTY OF CLARK

The foregoing instrument was acknowledged before me this ___ day of _____, 2021,
by Randy Bridge, City Manager of the City of New Carlisle, Ohio.

Notary Public

STATE OF OHIO COUNTY OF CLARK

The foregoing instrument was acknowledged before me this ___ day of _____, 2021,
by Jacob M. Jeffries, Law Director of the City of New Carlisle, Ohio.

Notary Public

STATE OF OHIO COUNTY OF CLARK

The foregoing instrument was acknowledged before me this ___ day of _____, 2021,
by R. Scott Griffith and Kimmerly A. Griffith.

Notary Public

This instrument prepared by:
Jacob M. Jeffries, Attorney at Law
133 S. Main Street
New Carlisle, Ohio 45344
(937) 845-9485

EXHIBIT A

Being all of lot C as the same is designated upon the recorded plat of Twin Creeks Subdivision, Section One, in the City of New Carlisle, Ohio which plat is recorded in Volume 18, Page 39 of the plat records of Clark County, Ohio.

EXHIBIT B

Situate in the County of Clark, State of Ohio and in the City of New Carlisle, bounded and described as follows:

Being Lot Number 39, as the same are numbered and designated upon the recorded plat of Twin Creeks Subdivision, Section One, in the City of New Carlisle, Ohio, which plat is recorded in Volume 18, Page 39 of the Plat Records of Clark County, Ohio.

Parcel No. 030-05-00029-206-005

Property Address: 719 Colony Trail, New Carlisle, Ohio 45344



TURNER LANDSCAPING, LLC.

8755 Conrad Road St Paris, Ohio 43072
(937)969-2775

Proposal Griffith Residence

Turner Landscaping, LLC proposes to furnish all labor and materials necessary for the completion of:

Natural Stone Steps

Prep Work

- Turner Landscaping will install the steps per the conversation with the client.
- We will lay out the steps before we start excavation.
- We will excavate down six inches below the finished elevation for the bottom of the step.
- Once the excavation is completed Turner Landscaping will compact the sub-base. 57 Gravel will be spread four to six inches thick.
- The gravel will be fully compacted to 98% compaction.

Stone Steps Specifications

We will use natural limestone steps in a grey color. The dimensions of the steps are 4 foot wide 18 inches deep and 6 inches tall. We have figured 10 steps which will reach 5 foot tall.

Installation

- The natural stone steps will be installed on the gravel setting bed.
- We will start with the bottom step and each step will be set on top of the step below it.

EXHIBIT C (continued)





ORDINANCE 2021-17

**AN ORDINANCE SUPPLEMENTING CERTAIN APPROPRIATIONS
CONTAINED IN NEW CARLISLE CITY ORDINANCE 2021-01**

WHEREAS, Ordinance 2021-01 is the Annual Appropriations Ordinance for the City of New Carlisle for the fiscal year ending December 31, 2021; and

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

NOW, THEREFORE THE CITY OF NEW CARLISLE HEREBY ORDAINS that the annual appropriations shall be supplemented as follows:

SECTION 1. To bring the City’s appropriations in line with the required expenses of the City of New Carlisle during the fiscal period ending December 31, 2021, the 2021 appropriations are hereby **increased** for the following fund/fund types by the amounts shown:

	DESCRIPTION		INCREASE	REASON
101	GENERAL FUND	101.1400.57300	\$ 22,568.91	R.D. Holder Oil Tax Incentive Payment
		101.1400.57300	\$ 37,431.09	Est. for Fab Metals Tax Incentive Pending
302	TWIN CREEK DEBT	302.8000.56000	\$ 2,000.00	Need additional to cover Debt Payment
TOTAL INCREASED APPROPRIATIONS			\$ 62,000.00	

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

Passed this _____ day of _____, 2021.

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
Rodewald	Y	N
Grimm	Y	N
Eggleston-Nowakowski	Y	N

Totals:

Pass Fail

Intro: 06/07/2021
Action: 06/21/20213
Effective: 07/06/2021



ORDINANCE 2021-18E

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE BOARD OF CLARK COUNTY COMMISSIONERS FOR THE 2021 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 \$99,324.00, 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 2021 Roadway Resurfacing Contract, a copy of which is attached.

Section 2. The City of New Carlisle authorizes the expenditure of funds of up to \$110,000.00, which is an amount sufficient to pay the maximum amount to be paid under the agreement and any related incidental expenses.

Section 3. 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 _____, 2021.

Mike Lowrey, MAYOR

APPROVED AS TO FORM:

Emily Berner, CLERK OF COUNCIL

Jake Jeffries, DIRECTOR OF LAW

1st _____
2cd: _____

Cobb	Y	N
Eggleston	Y	N
Vice Mayor Cook	Y	N
Mayor Lowrey	Y	N
Rodewald	Y	N
Grimm	Y	N
Eggleston-Nowakowski	Y	N

Intro: 06/07/2021
Action: 06/07/2021
Effective: 06/07/2021

Totals: _____
Pass Fail



ORDINANCE 2021-19

AN ORDINANCE AMENDING CHAPTER 280 OF THE CODIFIED ORDINANCES OF THE CITY OF NEW CARLISLE, OHIO FOR THE PURPOSE OF ESTABLISHING A MAYOR’S COURT

WHEREAS, Chapter 280 of the Codified Ordinances of the City of New Carlisle addresses a Mayor’s Court; and

WHEREAS, the City Council desires to establish a Mayor’s Court for the City; and

WHEREAS, a Mayor’s Court will provide the City with an instrument to resolve criminal and traffic matters occurring within the City; and

WHEREAS, a Mayor’s Court will allow the City to generate additional revenue from the resolution of criminal and traffic matters occurring within the City.

NOW, THEREFORE, THE CITY OF NEW CARLISLE HEREBY ORDAINS that Chapter 280 of the Codified Ordinances of the City of New Carlisle be amended to add ordinances necessary for the establishment of a Mayor’s Court, which such ordinances are attached as Exhibit A.

Passed this _____ day of _____, 2021.

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
Rodewald	Y	N
Grimm	Y	N
Eggleston-Nowakowski	Y	N

Totals:		
	Pass	Fail

Intro: 06/07/2021
Action: 06/21/2021
Effective: 07/06/2021

280.01 REGULAR COURT DATES

The Mayor is authorized to set and schedule the day or days and hours that the City's Mayor's Court will be open. The Mayor shall also have authority to establish the place for holding the City's Mayor's Court, the place for payment of fines and the hours that fines and costs may be paid.

280.02 MAGISTRATE

(a) The City shall hire an attorney licensed in and in good standing with the State of Ohio to act as the Magistrate who presides over the City's Mayor's Court.

(b) The Magistrate shall hear and determine prosecutions and criminal causes in the City's Mayor's Court that are within the jurisdiction of the Court; shall issue all writs and process that are necessary to enforce the administration of justice through the Court; shall have all the same powers, duties and authority as does the Mayor to hear and determine prosecutions and causes in general, including, but not limited to, the power and authority to decide the prosecutions or cause, enter judgment, and impose sentence; shall have the power, duties, and authority granted to the Mayor by the laws of the State of Ohio in relation to issuing writs and process, and hearing and determining prosecutions and causes in the Mayor's Court; and shall have all the powers, duties, and authority granted to a magistrate of a Mayor's Court by the General Laws of the State of Ohio.

(c) A judgment entered and a sentence imposed by the Magistrate does not have to be reviewed or approved by the Mayor, and it has the same force and effect as if it had been entered or imposed by the Mayor.

280.03 CLERK OF MAYOR'S COURT

(a) The City shall hire a qualified person to serve as the Clerk of Mayor's Court.

(b) The Clerk of Mayor's Court shall be responsible for preparing and maintaining a docket and such other records of the Court as are required; and shall receive, collect and account for all costs, fines, bail and other monies received by the Court, and shall issue receipts therefore.

280.04 FEES AND COSTS

(a) The court costs to be levied against each person convicted of a criminal or traffic violation in the City's Mayor's Court shall be as established by the City Council from time to time, upon recommendation by the Clerk of Mayor's Court, acceptance of such recommendation by the Mayor, and formal approval by the City Council. Such costs shall be collected in addition

to the costs required to be collected and remitted to the State pursuant to Ohio R.C. 2743.70, R.C. 2949.091 and any other applicable sections of the Ohio Revised Code.

(b) Upon recommendation by the Clerk of Mayor's Court, acceptance of such recommendation by the Mayor, and formal approval by the City Council, a fee or fee schedule may be established setting forth additional court costs to be levied against a person who fails to timely pay his or her obligations to the Court on the same business day that the final judicial decision on that person's matter is rendered.

280.05 MAYOR'S COURT FINE FUND

(a) There is hereby established a special fund to be known as the Mayor's Court Fine Fund pursuant to Ohio R.C. 5705.12.

(b) All monies paid to the City for fines, forfeitures and local and State costs shall be deposited in said Fund for transfer to the General Fund of the City for the use by the City for general operating purposes, or to the Treasurer of the State of Ohio.

280.06 MAYOR'S COURT BOND FUND

(a) There is hereby established a special fund to be known as the Mayor's Court Bond Fund pursuant to Ohio R.C. 5705.12.

(b) All monies paid to the City for bonds on behalf of criminal defendants shall be deposited in said Fund to be held until the disposition of the case before the City's Mayor's Court.

280.07 CLERK OF COURTS COMPUTER SERVICES FUND

There is hereby established a Clerk of Courts Computer Services Fund in which there shall be a deposit of up to ten dollars (\$10.00), paid by each offender as an additional court cost of the City's Mayor's Court, which funds shall be utilized to computerize the operations of the Clerk of Mayor's Court. The Fund shall be used by the City's Mayor's Court to pay only those costs it incurs in providing computer services for the Clerk thereof or in accordance with Ohio R.C. 1901.261(B)(1) for technological expenses of the Clerk of Mayor's Court.

280.08 COURT COMPUTERIZATION FUND

There is hereby established a Court Computerization Fund in which there shall be a deposit of up to three dollars (\$3.00), paid by each offender as an additional court cost of the City's Mayor's Court, which funds shall be utilized to computerize the Court and make available computerized legal research services. The funds shall be used by the City's Mayor's Court to pay only those costs it incurs in computerizing the Court, procuring and maintaining legal

research services, or both, or in accordance with Ohio R.C. 1901.261(A)(1) for technological expenses of the Court.

280.09 OPERATING CASH FUND

There is hereby established an Operating Cash Fund of two hundred dollars (\$200.00) for the use of the City's Mayor's Court. The Operating Cash Fund shall be returned in full to the General Fund prior to the end of the year and be automatically re-established for the following year.

280.10 INSTALLMENT PAYMENTS

(a) Court May Require Installment Payments. Upon a plea that a person is unable to pay any fine imposed under the City Traffic Code or General Offenses Code, the Court may permit payments in monthly installments as may be agreeable to the defendant and the Court until the fine is satisfied in full.

(b) Balance Due Upon Any Default. Upon default by the defendant in the payment of any such installment, the entire balance of the fine shall immediately be due and payable by the defendant.

(c) Notice of Default. The Court shall send one notice of default to the defendant ordering the defendant to pay the balance of the fine in full or face further legal action which may include a license cancellation, a bench warrant or jail time. Such notice shall be sent to the defendant's last known address by regular mail.

(d) Maximum Imprisonment Authorized. Upon default by the defendant in the payment of any such installment, where the defendant is unable to pay the balance of the fine in full, the Court may sentence the defendant to imprisonment in the Clark County Jail or other place of legal incarceration for a term not to exceed six months for any one case until the fine is fully paid.

(e) Credit for Jail Time. Such defendant shall be allowed a credit of thirty dollars (\$30.00) for each day of incarceration on account of such fine.

280.11 DEPOSIT OF RECEIPTS

The Clerk of Mayor's Court shall deposit on the next business day following the day of receipt such fines and monies received which exceed five hundred dollars (\$500.00). If the amount of fines and monies does not exceed five hundred dollars (\$500.00), then the Clerk of Mayor's Court shall deposit the monies within a time period not to exceed three business days following the day of receipt.

280.12 REIMBURSEMENT FOR COSTS OF INCARCERATION

(a) Any person convicted of an offense under these Codified Ordinances which results in such person's incarceration shall pay to the City the actual costs incurred by the City in housing such person in a jail facility. Such costs shall include pre-conviction and post-conviction incarceration.

(b) The Mayor's Court Magistrate may waive all or part of the incarceration costs where, because of the indigence of the person sentenced, the payment of the costs would work an unreasonable hardship on the person convicted, his or her immediate family or any other person who is dependent on such individual for financial support, or for such other reason as the Mayor's Court Magistrate may deem appropriate.

(c) In the event of nonpayment of any costs which have not been waived, the City may seek to collect payment in any manner permitted by law for enforcement of a debt.

280.13 ACTS IN CONTEMPT OF COURT

(a) A person guilty of any of the following acts may be punished for contempt:

- (1) Disobedience of, or resistance to, a lawful writ, process, order, rule, judgment, or command of a court or officer;*
- (2) Misbehavior of an officer of the court in the performance of official duties, or in official transactions;*
- (3) A failure to obey a subpoena duly served, or a refusal to be sworn or to answer as a witness, when lawfully required; or*
- (4) The rescue or attempted rescue of a person or of property in the custody of an officer by virtue of an order or process of court held by the officer.*

(b) If a person summoned to appear as provided in Ohio R.C. 2935.10(B)(2) fails to appear without just cause and personal service of the summons was had upon the person, he or she may be found guilty of contempt of court, and may be fined up to one hundred twenty-five dollars (\$125.00) for such contempt. Upon failure to appear, the Magistrate may forthwith issue a warrant for his or her arrest.

(c) Whoever violates (a)(1), (a)(2), (a)(3) or (a)(4) hereof shall be subject to the penalties for a misdemeanor of the fourth degree.

(d) The Magistrate may summarily punish a person who is in violation of (a)(1) or (a)(2) hereof.

280.14 COPIES OF RECORDS

The Clerk of Mayor's Court is hereby authorized to make available, upon request and suitable deposit, copies of public records in the City's Mayor's Court at the same rates as charged for copies of other public records. Such receipts shall be accounted for by the Clerk of Mayor's Court as additional funds from the Mayor's Court.

280.15 COLLECTION OF BMV PROCESSING FEE

The Clerk of Mayor's Court shall collect a processing fee of fifteen dollars (\$15.00) for release of license forfeitures and is authorized to transmit the fees collected to the Ohio Bureau of Motor Vehicles under guidelines issued by the bureau.

280.16 VIOLATIONS BUREAU

There is hereby established in and for the City a Violations Bureau.

280.17 WARRANT FEE

Any person who has been summoned or otherwise ordered by the City's Mayor's Court to appear before said Court, who fails to appear and for whom a warrant has been issued requiring such appearance, shall pay a warrant fee of fifty dollars (\$50.00) in addition to any other cost, fine, and/or fees which may be assessed by ordinance.

280.18 CREDIT PROCESSING FEE

The Clerk of Mayor's Court may accept payment by credit of fines, fees, costs, and other charges assessed by the City's Mayor's Court but such payment shall include a nonrefundable processing fee equal to three percent (3%) of the total amount paid by credit card, with the processing fee being due and payable at the time of the payment.

280.19 RETENTION OF OVERPAYMENTS

Any overpayment of fines and costs to the City's Mayor's Court or City's Violations Bureau where such overpayment is five dollars (\$5.00) or less may be retained by the City and, in that event, no refund shall be paid.