



CITY COUNCIL REGULAR MEETING PACKET
September 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: 08.16.2021 Work Session and 0816.2021 Regular Session
6. Communications: Parks & Recreation Board Applicants Interviews/Appointments; Attachments
7. City Manager's Report: Attached
8. Comments from Members of the Public: *Comments limited to 5 minutes or less
9. Committee Reports: N/A

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

***A. Resolution 2021-15R (Public Hearing & Action Tonight. Introduced on 09/07/2021)**

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

11. ORDINANCES: (1 - Intro; 2 - Action*)

***A. Ordinance 2021-33 (Public Hearing & Action Tonight. Introduced on 09/07/2021)**

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS OF OVER TWENTY THOUSAND DOLLARS (\$20,000) AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR THE PURCHASE OF A WOOD CHIPPER

***B. Ordinance 2021-34 (Public Hearing & Action Tonight. Introduced on 09/07/2021)**

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

C. Ordinance 2021-36 (Introduction Tonight. Public Hearing & Action On 09/20/21)

AN ORDINANCE ESTABLISHING A SCHEDULE OF FINES AND COSTS, AND A BAIL BOND SCHEDULE FOR THE CITY'S MAYOR'S COURT

12. OTHER BUSINESS:

- Additional City Business - Open Discussion for City Related Matters
13. Executive Session: To Discuss the Compensation of a Public Employee
 14. Return to Regular Session: N/A
 15. Adjournment

RECORD OF PROCEEDINGS

MINUTES: CITY OF NEW CARLISLE, OHIO WORK SESSION MEETING @ Smith Park Shelter HELD: Monday, August 16, 2021 @ 6:00PM

1. **Call to Order:** Mayor Lowrey calls the meeting to order.
2. **Roll Call:** Bridge calls the roll- 7 members present Cobb, Rodewald, Lowrey, Grimm, Nowakowski, Eggleston. Staff present: Bridge, Kitko, Harris
3. **Invocation:** CM Cobb
4. **Pledge of Allegiance:** All Welcome to Participate
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:** In regular session.
11. **ORDINANCES:** In regular session.
12. **OTHER BUSINESS:**

A.LEGISLATION DISCUSSION:

Resolution 2021-15R (Introduction Tonight. Public Hearing & Action on 09/07/2021) A RESOLUTION ADOPTING A CAPITAL IMPROVEMENT PROGRAM FOR THE CITY OF NEW CARLISLE, OHIO *CIP FOR 2022-2026*.

Ordinance 2021-28 AN ORDINANCE DETERMINING TO PROCEED WITH THE IMPROVEMENT OF CERTAIN PUBLIC STREETS WITHIN THE CORPORATE LIMITS OF THE CITY OF NEW CARLISLE, OHIO BY LIGHTING THEM

Ordinance 2021-29 AN ORDINANCE LEVYING ASSESSMENTS FOR THE IMPROVEMENTS OF CERTAIN PUBLIC STREETS WITHIN THE CORPORATE LIMITS OF THE CITY OF NEW CARLISLE, OHIO BY LIGHTING THEM

Ordinance 2021-30 AN ORDINANCE CERTIFYING TO THE CLARK COUNTY AUDITOR AND AUTHORIZING PLACEMENT ON THE TAX DUPLICATE CERTAIN DELINQUENT UTILITY ACCOUNTS FOR COLLECTION WITH REAL ESTATE TAXES *Abatements*

Ordinance 2021-31 AN ORDINANCE CERTIFYING TO THE CLARK COUNTY AUDITOR AND AUTHORIZING PLACEMENT ON THE TAX DUPLICATE CERTAIN UNCOLLECTED WEED AND/OR GRASS CUTTING FEES FOR COLLECTION WITH REAL ESTATE TAXES *Abatements*

Ordinance 2021-32 AN ORDINANCE CERTIFYING TO THE CLARK COUNTY AUDITOR AND AUTHORIZING PLACEMENT ON THE TAX DUPLICATE CERTAIN

UNCOLLECTED NUISANCE ABATEMENT FEES FOR COLLECTION WITH REAL ESTATE TAXES *Abatements*

Ordinance 2021-33 (Introduction Tonight. Public Hearing & Action On 09/07/21)AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS OF OVER TWENTY THOUSAND DOLLARS (\$20,000) AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR THE PURCHASE OF A WOOD CHIPPER

Ordinance 2021-34 (Introduction Tonight. Public Hearing & Action On 09/07/21)AN ORDINANCE SUPPLEMENTING CERTAIN APPROPRIATIONS CONTAINED IN NEW CARLISLE CITY ORDINANCE 2021-01 *SUPPLEMENTS FOR MAYOR'S COURT.*

Ordinance 2021-35E (Introduction, Public Hearing & Action Tonight)AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ACCEPT THE MATERIAL TERMS OF THE ONE OHIO SUBDIVISION SETTLEMENT PURSUANT TO THE ONE OHIO MEMORANDUM OF UNDERSTANDING AND CONSISTENT WITH THE TERMS OF THE JULY 21, 2021 NATIONAL OPIOID SETTLEMENT AND TO SIGN THE ONE OHIO SUBDIVISION PARTICIPATION FORM; AND DECLARING AN EMERGENCY **BRIDGE ASKS THAT THIS LEGISLATION DIES DUE TO LACK OF MOTION*

Council discussion on ORD 2021-35E-opioid discussion, how funds are delivered and who receives them. These funds are earmarked for opioid reduction and Bridge notes "we do not have the staff in house to handle these requirements". Nowakowski asks if we can "designate" the funds to Clark County. Grimm asks if the overdose # has gone down. Trusty notes they are a roller coaster and follow the bigger cities.

No further legislation discussions.

B. 2022-2026 CIP Work Session:

Harris supplied Bridge and Council with a new spreadsheet for CIP. *Bridge breaks down each department/budgets/funds allocated.*

Items noted on CIP: Technology updates, Software support, Network Server Protection, Computer replacement, SSI Utility Upgrade, City Wide Enhancements, Drone and related items, Shelter House Upgrades, Playground, Park upgrades, Utility carts, Bike Path Equipment, Bucket Truck, City garage tools, truck, upgrades, misc capital court operations.

Deputy Garman introduces Deputy Megan Fords - new 3rd shift deputy.

Motion to move 7500 EMS and 7500 Fire to lands and building for old substation demo 1st Nowakowski 2nd Grimm YES: 7 Cobb, Rodewald, Cook, Lowrey, Grimm, Eggleston, Nowakowski Nay: 0 Accepted 7-0

C. Open Discussion related to city business:

13. Executive Session: NONE

14. Adjournment: 1st Eggleston 2nd Grimm @7:59

Yes: 7 Eggleston, Nowakowski, Cobb, Rodewald, Cook, Lowrey, Grimm,
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 @
Smith Park Shelter HELD: Monday August 16, 2021 @ 7:00PM**

- 1. Call to Order:** Mayor Lowrey calls the meeting to order.
- 2. Roll Call:** Berner calls the roll- 7 members present Lowrey
Grimm, Nowakowski, Eggleston, Cook, Cobb, Rodewald Staff
present: Bridge, Kitko, Harris, Garman
- 3. Invocation:** VM Cook
- 4. Pledge of Allegiance:** All Welcome to Participate
- 5. Action on Minutes:**
Work Session 8/2/21 1st Cook 2nd Eggleston YES 7:
Nowakowski, Cobb, Rodewald, Cook, Lowrey, Grimm, Eggleston
Accepted 7-1
Regular Session 8/2/21 1st Cook 2nd Eggleston YES 6:
Nowakowski, Rodewald, Cook, Lowrey, Grimm, Eggleston Nay: 0
Abstain 1 Cobb-absent Accepted 6-0-1
- 6. Communications:** Vm Cook reads the thank you from Tarah Harness
thanking council for the proclamation.
- 7. City Manager's Report:**

A. DEPARTMENTAL REPORTS

Police Report:

Patrol Division:

**The New Carlisle Deputies were dispatched to 141 calls for
service during the month of July.**

Miles Patrolled: 4543

Calls Taken: 141

Reports: 34

Assists: 51

Criminal Arrest: 16

Felony Arrest: 7

Misdemeanor Arrest: 8

Warrants: 4

Traffic Stops: 51

Traffic Warnings: 34

Moving Citations: 16

Business checks: 164

Citizen Contacts: 247

No comments from council.

Fire/EMS Report:

City of New Carlisle
 City Council Meeting
 07-16-2021
 Fire-EMS Report

- In the Month of July, the New Carlisle Fire Division responded to 87 EMS call in the city and 26 in Elizabeth Township.
- The Division responded to 9 Fire related calls in the city and 1 in Elizabeth Township.
- We had 4 EMS calls answered by mutual aid, either by Pike Township or Bethel Clark, due to medic 52 being on a response.
- We answered 3 mutual aid EMS calls for Pike Township and 4 for Bethel Clark.
- We have hired 3 new Fire Fighter/ EMTs they will start there Training this month. .

No comments from Council.

Finance Report:

COUNCIL FINANCIAL REPORT SUMMARY – July 2021

<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Estimated Revenue</td> <td style="text-align: right;">\$ 5,981,374.00</td> </tr> <tr> <td>Amended Est. Resources</td> <td style="text-align: right;">\$ 291,626.95</td> </tr> <tr> <td>Amended Est. Resources</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Amended Est. Resources</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Amended Est. Resources</td> <td style="text-align: right;">-</td> </tr> <tr> <td> 2021 REVISED TOTAL</td> <td></td> </tr> <tr> <td>EST. REV.</td> <td style="text-align: right;">\$ 6,273,000.95</td> </tr> </table>	Estimated Revenue	\$ 5,981,374.00	Amended Est. Resources	\$ 291,626.95	Amended Est. Resources	-	Amended Est. Resources	-	Amended Est. Resources	-	 2021 REVISED TOTAL		EST. REV.	\$ 6,273,000.95	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>2021 Original Budget</td> <td style="text-align: right;">\$ 7,234,070.00</td> </tr> <tr> <td>1st Q. Supplemental</td> <td style="text-align: right;">\$ 99,500.00</td> </tr> <tr> <td>2nd. Q. Supplemental</td> <td style="text-align: right;">\$ 116,302.00</td> </tr> <tr> <td>3rd. Q. Supplemental</td> <td style="text-align: right;">\$ 62,000.00</td> </tr> <tr> <td>4th Q. Supplemental</td> <td style="text-align: right;">-</td> </tr> <tr> <td> 2021 REVISED TOTAL BUDGET</td> <td style="text-align: right;">\$ 7,511,872.00</td> </tr> </table>	2021 Original Budget	\$ 7,234,070.00	1st Q. Supplemental	\$ 99,500.00	2nd. Q. Supplemental	\$ 116,302.00	3rd. Q. Supplemental	\$ 62,000.00	4th Q. Supplemental	-	 2021 REVISED TOTAL BUDGET	\$ 7,511,872.00
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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	\$ 703,465.61	May	\$ 508,884.61
June	\$ 573,117.31	June	\$ 668,967.63
July	\$ 946,061.99	July	\$ 624,080.95
August	\$ -	August	\$ -
September	\$ -	September	\$ -
October	\$ -	October	\$ -
November	\$ -	November	\$ -
December	\$ -	December	\$ -
Received To Date	\$ 5,283,854.16	Expenses to Date	\$ 4,377,419.67

Statement of Cash from Revenue and Expense

From: 1/1/2021 to 7/31/2021

Fund	Description	Beginning Balance	Net Revenue YTD	Net Expense YTD	Unexpended Balance	Encumbrance YTD	Ending Balance
Grand Total:		\$4,760,036.34	\$5,283,854.16	\$4,377,419.67	\$5,666,470.83	\$805,806.85	\$4,860,663.98

Motion to approve: 1st VM Cook 2nd Eggleston YES: 7 Nowakowski, Cobb, Rodewald, Cook, Lowrey, Grimm, Eggleston NAY: 0 Accepted 7-0

Bridge makes note on the income tax comparison chart.

TO: Colleen Harris, Finance Director
 FROM: Vicki Taylor-Whitt, Tax Administrator
 SUBJECT: Delinquent Tax Filers
 DATE: August 2, 2021

This is being submitted to update you on income the tax collection efforts. After review and comparison of State taxpayer data with local tax records, in July CCA mailed two hundred four (204) letters to residents who had not filed a tax return for New Carlisle.

Also, I am glad to report that CCA has begun the process of using the Federal Tax Listing Program to compare with local tax records. An initial mailing was sent out in July to those who had not filed a tax return for New Carlisle. CCA will continue to send out mailings as they proceed with this Program.

These compliance efforts should prompt the residents to file delinquent returns and to keep current with future tax returns for New Carlisle. In the short-term, this will create some jumps in the City's monthly revenue, but with ongoing efforts, hopefully this will result in a steady increase in the City's tax revenue in the long-term.

MONTHLY NET INCOME TAX COLLECTION COMPARISON 2020-2021

MONTH PAYMENT RECEIVED	CCA				STATE OF OHIO			
	2020	2021	DIFFERENCE	% DIFFERENCE	2020	2021	DIFFERENCE	% DIFFERENCE
JANUARY	137,018.62	138,852.40	1,833.78	1.34%	-	-	-	0.00%
FEBRUARY	144,855.48	125,294.41	(19,561.07)	-13.50%	981.71	-	(981.71)	-100.00%
MARCH	98,286.58	115,826.73	17,540.15	17.85%	4,352.26	1,704.72	(2,647.54)	-60.83%
APRIL	104,225.91	163,575.15	59,349.24	56.94%	1.30	-	(1.30)	-100.00%
MAY	108,000.00	167,959.20	59,959.20	55.52%	811.41	-	(811.41)	-100.00%
JUNE	156,000.00	115,900.00	(40,100.00)	-25.71%	3,937.92	10,197.61	6,259.69	158.96%
JULY	170,322.89	225,511.82	55,188.93	32.40%	-	-	-	0.00%
AUGUST			-				-	
SEPTEMBER			-				-	
OCTOBER			-				-	
NOVEMBER			-				-	
DECEMBER			-				-	
TOTALS	918,709.48	1,052,919.71	134,210.23	14.61%	10,084.60	11,902.33	1,817.73	18.02%

Service Report:

To: Mr. Bridge, City Manager
 From: Howard Kitko, Service Director
 Date: August 16, 2021
 Subject: Council Update

Public Works Departments:

- 3 Catch basins have been repaired and patched.
- Angled parking on Washington St. will not be feasible. Currently getting pricing on painting of the parking spaces and curbs, 2 handicap spots, and curbs in those areas.
- Dura-Patching will resume after catch basin repair. This will include city-wide street and alley work. 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. This has been delayed due to valving issues in the old section of town and other prioritized work.
- Applying to Ohio Department of Development for a water department grant to replace lead service lines and mainline water valves that are 85 years old, in the old section of town.

Sewer Department:

- Currently awaiting engineering agreement to start the Secondary Clarifiers' 1&2 with American Rescue Plan Funds and minimal local Wastewater funds. Estimated \$295,000 ARP Federal and \$10,000 local.
- Applied for an OPWC grant to pay 50% of the cost of the Primary #2 Clarifier with matching funds from American Rescue Plan. OPWC Funds \$98,500 & 98,500 ARP Federal Funds.
- Meeting with an engineering firm to discuss future major plant upgrades.

2021 Road Reconstruction/Resurfacing Projects:

- Fenwick Phase I has been awarded to Sturm Construction in the amount of \$290,000. Pre-Construction meeting to be set the week of 7/26. Reconstruction is currently slated to start just after labor day. Grant was approved in the amount of \$372,000 with the City's matching share estimated to be \$59,000.
- Clark County Engineer received bids for the street(s) to be resurfaced. The City's cost to Overlay Sunset, Cambridge Ct., Deerfield and S. Scott (Between Madison and Linden) is \$99,324.00. 2021 funding currently set at \$110,000. Estimate to start September 2nd.

Madison St. School Demo:

- The demolition contract has been awarded to Smith's Wrecking in the amount of \$163,000. Asbestos abatement is complete. Demolition work is down to material sub grade. Engineer estimate was \$226,202 with the City's share to be an estimated \$52,302.

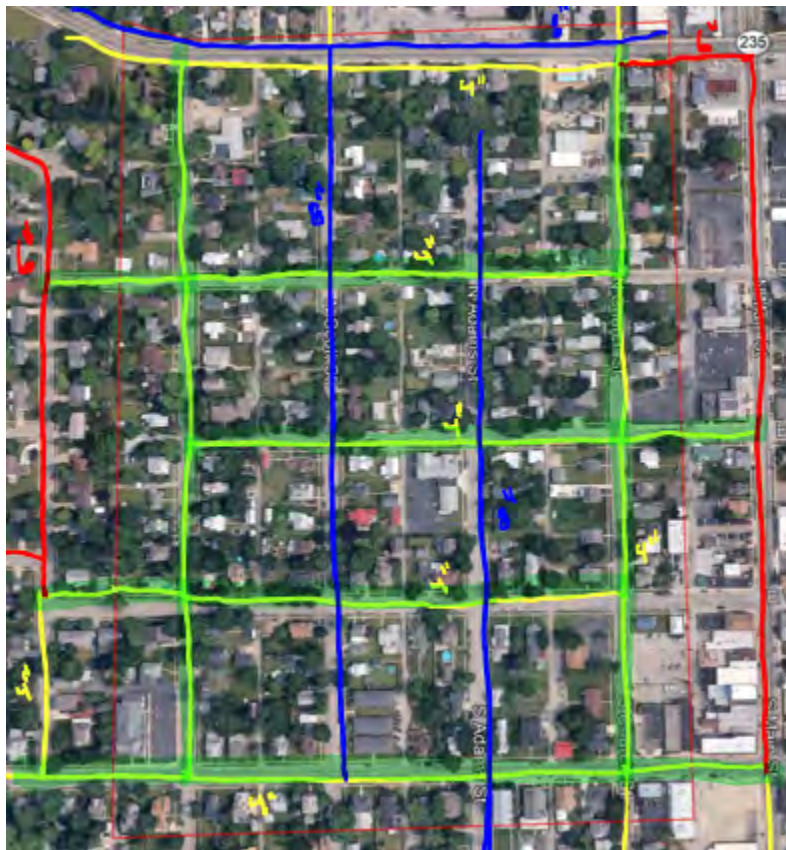
**WATER MAIN REPLACEMENT
CITY OF NEW CARLISLE
PRELIMINARY ENGINEER'S ESTIMATE**

August 12, 2021

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	APPROX. QTY.	UNIT PRICE	TOTAL
201	CLEARING AND GRUBBING, AS PER PLAN	LUMP	1	\$5,000.00	\$5,000.00
202	REMOVED, AS PER PLAN	LUMP	1	\$75,000.00	\$75,000.00
202	WALK REMOVED	S.F.	8000	\$3.00	\$24,000.00
202	CURB REMOVED	FT.	1600	\$5.00	\$8,000.00
304	8" AGGREGATE BASE	C.Y.	1760	\$65.00	\$114,400.00
407	NON-TRACKING TACK COAT, 0.06 GAL/S.Y.	GAL.	475	\$5.00	\$2,375.00
441	2" ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, (448)	C.Y.	550	\$200.00	\$110,000.00
441	1-1/2" ASPHALT CONCRETE SURFACE COURSE, TYPE 1, PG 64-22	C.Y.	331	\$210.00	\$69,510.00
452	6" NON-REINFORCED CONCRETE PAVEMENT, AS PER PLAN	S.Y.	250	\$100.00	\$25,000.00
608	4" CONCRETE WALK	S.F.	8000	\$12.00	\$96,000.00
609	CURB REPLACED (IN-KIND)	FT.	1600	\$18.00	\$28,800.00
611	4" CONDUIT, TYPE B, 707.45, STORM REPAIR	FT.	500	\$25.00	\$12,500.00
611	6" CONDUIT, TYPE B, 707.45, STORM REPAIR	FT.	500	\$25.00	\$12,500.00
611	8" CONDUIT, TYPE B, 707.45, STORM REPAIR	FT.	500	\$30.00	\$15,000.00
611	12" CONDUIT, TYPE B, 707.45, STORM REPAIR	FT.	500	\$45.00	\$22,500.00
614	MAINTAINING TRAFFIC	LUMP	1	\$20,000.00	\$20,000.00
638	3/4" SDR-9 WATER SERVICE BRANCH, AS PER PLAN	FT.	4800	\$75.00	\$360,000.00
638	1" SDR-9 WATER SERVICE BRANCH, AS PER PLAN	FT.	300	\$85.00	\$25,500.00
638	1-1/2" SDR-9 WATER SERVICE BRANCH, AS PER PLAN	FT.	30	\$100.00	\$3,000.00
638	CURB STOP	EACH	160	\$1,200.00	\$192,000.00
638	4" PVC C-900 WATER MAIN, AS PER PLAN	FT.	200	\$60.00	\$12,000.00
638	6" PVC C-900 WATER MAIN, AS PER PLAN	FT.	9465	\$65.00	\$615,225.00
638	4" INSERTA VALVE	EACH	4	\$10,000.00	\$40,000.00
638	6" INSERTA VALVE	EACH	2	\$10,000.00	\$20,000.00
638	8" LINE STOP	EACH	14	\$6,000.00	\$84,000.00
638	6" GATE VALVES	EACH	35	\$3,000.00	\$105,000.00
638	FIRE HYDRANT REMOVED	EACH	12	\$500.00	\$6,000.00
638	6" FIRE HYDRANT ASSEMBLY, AS PER PLAN	EACH	14	\$6,000.00	\$84,000.00
659	SEEDING AND MULCHING, AS PER PLAN	S.Y.	2000	\$5.00	\$10,000.00
CONSTRUCTION TOTAL					\$2,197,310.00
CONTINGENCY (10%)					\$219,731.00
CONSTRUCTION TOTAL					\$2,417,041.00



We make no warranty, express or implied, that the actual construction cost of the work associated with these estimated quantities and costs will not vary. The cost reflects our opinion of current probable construction cost.



Council discussion on water main replacements, increasing the size and possible grant funding. Areas in green would be replaced. Lowrey asks about curb repair on Main St. Bridge and Kitko note they are looking for funds to cover the repairs.

Planning and Zoning Report:

Derek Hutchinson
 Planning Director
 City of New Carlisle



Planning Department Update 8/16/2021

- Zoning** **2021 Permits YTD**
- 66 Received Zoning Applications
 - 65 Approved Zoning Permits

Code Compliance **2021 Statistics January thru July**

- *New Case Violation Report – New cases opened, and the violations identified for the month.*

Code Summary Report Violation Name													
Violation Date 01/01/2021 TO 07/31/2021													
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Row Total
Abatement Nuisance	1	0	1	0	20	0	27	0	0	0	0	0	59
Exterior Maintenance	1	2	4	0	2	0	3	0	0	0	0	0	12
Exterior Property and Structure Exteriors Residential	6	1	3	8	2	0	5	0	0	0	0	0	24
Exterior Sanitation	8	10	3	10	4	2	5	0	0	0	0	0	37
Fences and Walls	0	0	0	0	3	0	1	0	0	0	0	0	4
Hard Surface Conditions	0	0	1	0	0	0	0	0	0	0	0	0	1
Hazards & Unsanitary Conditions	2	1	1	1	1	1	4	0	0	0	0	0	11
Inoperable/Junk Vehicles	1	4	5	3	1	3	0	0	0	0	0	0	19
Outdoor Storage & Display	0	0	0	2	3	0	0	0	0	0	0	0	5
Parking of Commercial & Heavy Vehicles	0	0	0	2	0	0	1	0	0	0	0	0	3
Prohibited Parking Places	0	5	7	4	2	1	1	0	0	0	0	0	18
Storage of Inoperable Vehicles	0	0	0	2	0	0	0	0	0	0	0	0	2
Tail Grease	0	0	0	29	44	20	22	0	0	0	0	0	115
Trash Containers	20	23	0	3	0	0	0	0	0	0	0	0	46
Zoning Permit Required	0	0	1	2	1	1	1	0	0	0	0	0	6
Unfitted Home Occupations	0	0	0	0	1	0	1	0	0	0	0	0	2
Totals:													363

Code Summary Report Activity Type													
Activity Date 01/01/2021 TO 05/31/2021													
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Row Total
Communication	7	20	8	20	16	11	17	0	0	0	0	0	99
Inspection	38	41	82	58	83	30	64	0	0	0	0	0	396
Re-Inspection	8	10	15	33	86	32	17	0	0	0	0	0	201
Totals:	53	71	105	111	185	73	98	0	0	0	0	0	696

Economic Development / Community Development

- Tool Lending Center
 - Residents can now go to our city's website and view our available tool catalog and reserve tools.
- 210 Pike Street Demo
 - Asbestos was identified during testing. Currently awaiting schedule for removal of asbestos.

Other Updates

- New Code Compliance Truck has been delivered and in use.

Continuing Planning Projects

- GIS Software installed – Maps to be generated
- New City Economic Development Brochure in the works
- Comp Plan Update – on going - Planning Board Review
- CDBG Grant Program – County Partnership
- Planning Record/Storage organization – on going
- Planning & Exterior Property Maintenance Code Reviews – on going

No comments from Council.

B. INFORMATIONAL ITEMS

- Special Meeting Request
 - Week of August 23rd
 - Purpose:
 - To interview and appoint Jason McPeck to the Charter Review Commission
 - ◊ Application attached
 - To introduce Ordinance 2021-36 that establishes a bond and fee schedule for Mayor's Court
- Mayor's Court
 - Final Legislation!
 - Establishes a Fine Schedule, including Court Cost
 - Introduced at the Special Meeting of City Council (week of August 23rd)
 - ◊ Legislative action on 9/7/21
 - ◊ Same date of legislative action as if introduced on 8/16/21
- Liability Insurance Renewal
 - Submitted; Proposal expected in October/November
 - New Cyber Application; potential impact on premium cost
- Upcoming Legislation for Council Approval
 - Codification Numbering Updates - September
 - Employees Generally Code Section Update - September
 - Opioid Settlement - New Information/discussion
- New Carlisle Housing Market
 - New Carlisle named #2 in the State of Ohio
- Ordinance Amendments Before Adoption
 - Ord 2021-31 Grass Abatements - Remove 208 W. Washington, 224-230 Orth Drive, & 911 Leatherwood and add to Ord 2021-32 Nuisance Abatements
- Waterline Replacement Project
 - Information Attached
 - Discussion with Mr. Kitko
- Ongoing Projects (Non-Exhaustive List)
 - 2022-2024 Union Negotiations; Union has requested info; planning underway
 - 2022-2024 Employee Wage Discussions; Currently analyzing; CM + FD talk soon
 - iWorQ; Currently training in Public Works; Communication package upcoming
 - Catch Basins; Currently underway
 - 101 S. Main; Exterior signage removed and will be reattached; new exterior lights

- Fenwick Phase 1; Engineering Agreement executed, currently finalizing schedule
- Log Cabin; Awaiting further information
- COVID CARES Funds; Application for new shelter submitted; waiting results
- CHIP 2021; In County review
- Records Destruction; 1st round 8/20/21; will need second, possibly third round.
- Old Sub-Station Demo; demo after content removal
- Mayor's Court; Last of legislation submitted, Cases in late October
- Investment Policy; Legislation to invest upcoming
- David Trimmer Investment of City Funds; CM will set meeting to discuss
- Red Tree Investments; Council approval needed
- Fixed Assets; Looking to hire CBIZ Directly; Meeting scheduled soon
- American Rescue Plan; Funds deposited and earmarked for Wastewater Clarifiers
- 2020 Financial Audit; Deadline extended to end of August
- 2022 Tax Budget; Completed
- 2022-2026 CIP; Submitted to City Council
- 2022 Operating Budget; Development underway; Goal to be effective by 1/1/22
- Comprehensive Plan Update; Currently in Planning Board Review
- Madison School Demo; Building down; debris removal, grading/seeding next
- 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

Motion to hold special meeting to interview applicants and introduce legislation ORD 2021-36: 8/23/21 at 7pm 1st Cook 2nd Grimm YES: Eggleston, Nowakowski, Cobb, Rodewald, Cook, Lowrey, Grimm NAY: 0 Accepted 7-0

8. Comments from Members of the Public: NONE

9. Committee Reports:None

10. RESOLUTIONS:

Resolution 2021-15R (Introduction Tonight. Public Hearing & Action on 09/07/2021) A RESOLUTION ADOPTING A CAPITAL IMPROVEMENT PROGRAM FOR THE CITY OF NEW CARLISLE, OHIO

11. ORDINANCES:

Ordinance 2021-28 AN ORDINANCE DETERMINING TO PROCEED WITH THE IMPROVEMENT OF CERTAIN PUBLIC STREETS WITHIN THE CORPORATE LIMITS OF THE CITY OF NEW CARLISLE, OHIO BY LIGHTING THEM
1st Eggleston 2nd Nowakowski YES: 7 Cobb, Rodewald, Cook, Lowrey, Grimm, Eggleston, Nowakowski NAY: 0 Accepted 7-0

Ordinance 2021-29 AN ORDINANCE LEVYING ASSESSMENTS FOR THE IMPROVEMENTS OF CERTAIN PUBLIC STREETS WITHIN THE CORPORATE LIMITS OF THE CITY OF NEW CARLISLE, OHIO BY LIGHTING THEM
1st Nowakowski 2nd Rodewald YES: 7 Cook, Lowrey, Grimm, Eggleston, Nowakowski, Cobb, Rodewald NAY: 0 Accepted 7-0

Ordinance 2021-30 AN ORDINANCE CERTIFYING TO THE CLARK COUNTY AUDITOR AND AUTHORIZING PLACEMENT ON THE TAX DUPLICATE CERTAIN
1st Cobb 2nd Cook YES:7 Lowrey, Grimm, Eggleston, Nowakowski, Cobb, Rodewald, Cook NAY: 0 Accepted 7-0

Ordinance 2021-31 AN ORDINANCE CERTIFYING TO THE CLARK COUNTY AUDITOR AND AUTHORIZING PLACEMENT ON THE TAX DUPLICATE CERTAIN UNCOLLECTED WEED AND/OR GRASS CUTTING FEES FOR COLLECTION WITH REAL ESTATE TAXES

Amendment: remove 208 W. Washington, 911 Leatherwood 1st Grimm 2nd Eggleston YES: 7 Nowakowski, Cobb, Rodewald, Cook, Lowrey, Grimm, Eggleston NAY: 0 Accepted 7-0 Motion to accept w/amendments 1st Eggleston 2nd Nowakowski YES: 7 Cobb, Rodewald, Cook, Lowrey, Grimm, Eggleston, Nowakowski Nay: 0 Accepted 7-0

Ordinance 2021-32 (Introduction Tonight. Public Hearing & Action on 08/16/21) AN ORDINANCE CERTIFYING TO THE CLARK COUNTY AUDITOR AND AUTHORIZING PLACEMENT ON THE TAX DUPLICATE CERTAIN UNCOLLECTED NUISANCE ABATEMENT FEES FOR COLLECTION WITH REAL ESTATE TAXES

Amendment: add 208 W. Washington 911 Leatherwood 1st Grimm 2nd Eggleston YES: 7 Nowakowski, Cobb, Rodewald, Cook, Lowrey, Grimm, Eggleston NAY: 0 Accepted 7-0 Accept with amendments 1st Nowakowski 2nd Eggleston YES: 7 Nowakowski, Cobb, Rodewald, Cook, Lowrey, Grimm, Eggleston NAY: 0 Accepted 7-0

Ordinance 2021-33 (Introduction Tonight. Public Hearing & Action On 09/07/21) AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS OF OVER TWENTY THOUSAND DOLLARS (\$20,000) AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR THE PURCHASE OF A WOOD CHIPPER

Ordinance 2021-34 (Introduction Tonight. Public Hearing & Action On 09/07/21) AN ORDINANCE SUPPLEMENTING CERTAIN APPROPRIATIONS CONTAINED IN NEW CARLISLE CITY ORDINANCE 2021-01

Ordinance 2021-35E (Introduction, Public Hearing & Action Tonight) AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ACCEPT THE MATERIAL TERMS OF THE ONE OHIO SUBDIVISION SETTLEMENT PURSUANT TO THE ONE OHIO MEMORANDUM OF UNDERSTANDING AND CONSISTENT WITH THE TERMS OF THE JULY 21, 2021 NATIONAL OPIOID SETTLEMENT AND TO SIGN THE ONE OHIO SUBDIVISION PARTICIPATION FORM; AND DECLARING AN EMERGENCY - Dies due to lack of motion.

12. OTHER BUSINESS: any city related business-

Discussion on parade committee, festival.

Council decides to finish CIP discussion at the next work session.

Lowrey notes 2nd Gravity X competition, great turn out.

Grimm provides information on community clean-up, has half a dozen volunteers, and suggests having people unload their own stuff. Bridge will bring dumpster rental information to the next meeting. Cook suggests placing dumpsters for a few days.

Eggleston acknowledges the passing of Mr. Chapman.

Lowrey ends with a joke for Mrs. Harris

13. Executive Session: 1st Eggleston 2nd Grimm YES: 7 Eggleston, Nowakowski, Cobb, Rodewald, Cook, Lowrey, Grimm, Eggleston NAY: 0 Accepted 7-0

Back into regular session: 1st Eggleston 2nd Nowakowski YES: 7 Cobb, Rodewald, Cook, Lowrey, Grimm, Eggleston, Nowakowski NAY: 0 Accepted 7-0

14. Adjournment: 1st Grimm 2nd Eggleston @ 8:42 Yes: 7 Nowakowski, Cobb, Rodewald, Cook, Lowrey, Grimm, Eggleston NAY: 0 Accepted 7-0

Mayor Mike Lowrey_____

To use the Fill, Sign and Submit tools to complete a form, save it to your computer, and open it in Acrobat Reader.

PRINT

SUBMIT

Submit form to: general@newcarlisle.net

APPLICATION FOR BOARD/COMMITTEE MEMBERSHIP

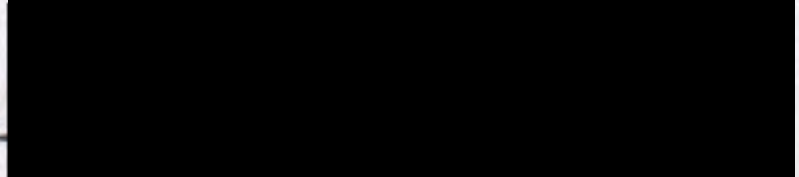
CITY OF NEW CARLISLE

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

Name Joshua Mooney

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

Parks + Recreation Board

Daytime Phone 

Evening Phone Same

Address 1118 Edgebrook Dr.

Date 8-1-21

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

You may answer below or on an attached sheet. Please put your name at the top of each additional sheet.

Enter text here

I want to be more involved in the committee and I feel I would be a great fit for the role



A. DEPARTMENTAL REPORTS

- The Following Departmental Reports will be given at the next City Council meeting at the Monday, September 20, 2021
 - Finance, Public Service, Planning & Zoning, Fire/EMS, and Police

B. INFORMATIONAL ITEMS

- GFOA Annual Conference
 - Out of Office September 22-24, 2021
- Future Bridge Group Contract
 - Discussion
- Fixed Assets Valuation and Tracking
 - Reviewing proposal from Cbiz currently
- Clark County EMA COVID Update
 - Attached
- Upcoming Legislation for Council Approval
 - Codification Numbering Updates - October/November
 - Employees Generally Code Section Update - October/November

Attachment Summary

- Clark County COVID Update

EMA Strategic Essential Elements of Information (EEI) September 4, 2021

For Information Sharing, and Creating a Common Operating Picture.



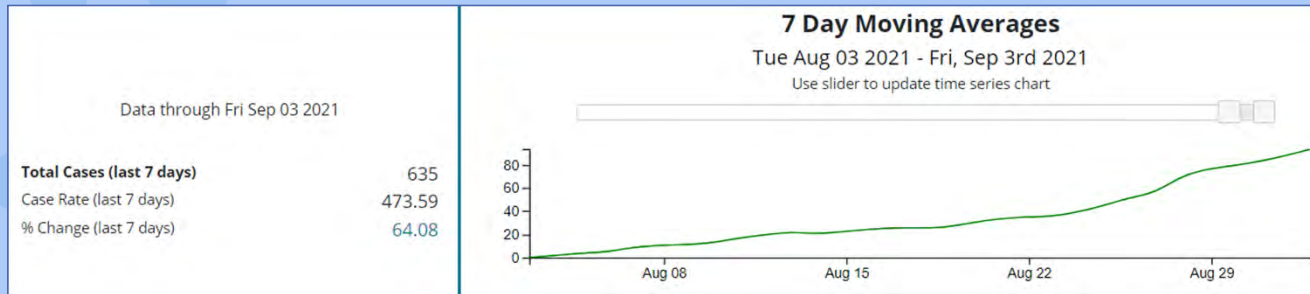


Clark County COVID-19 EEIs



Date	Cases
3/18/20	1
10/28/20	2,691
11/27/20	5,271
12/9/20	6,570
12/28/20	8,589
1/6/21	9,808
1/20/21	10,943
2/17/21	12,233
3/12/21	12,675
4/28/21	13,998
5/5/21	14,119
5/26/21	14,312
7/14/21	14,421
7/29/21	14,515
8/5/21	14,622
8/9/21	14,711
8/18/21	14,866
8/25/21	15,194
9/2/21	15,757

Date	Deaths
3/18/20	
10/28/20	
11/27/20	
12/9/20	
12/28/20	
1/6/21	
1/20/21	
2/17/21	
3/12/21	
4/21/21	294
4/28/21	294
5/5/21	298
5/26/21	302
7/14/21	306
8/4/21	309
8/18/21	315
8/25/21	315
9/2/21	316



<https://covid.cdc.gov/covid-data-tracker/#county-view>



Vaccine Break Through Cases



Clark Co Vaccine Break Through				
Date	LTC Res	LTC Work	Hospitalized	Total
3/29/21	0	1		5
4/21/21				19
5/5/21	9	2		30
5/26/21	10	4		46
7/14/21	10	4		52
7/28/21	10	4	18	70
8/4/21	10	6	20	88
8/11/21	10	6	20	105
8/18/21	11	6	24	125
8/25/21	11	6	29 (19.21%)	151
9/1/21	11	7	36 (20.34%)	177

Contact CCCHD or EMA if you want additional details on “Unusual COVID-19 Occurrences”.

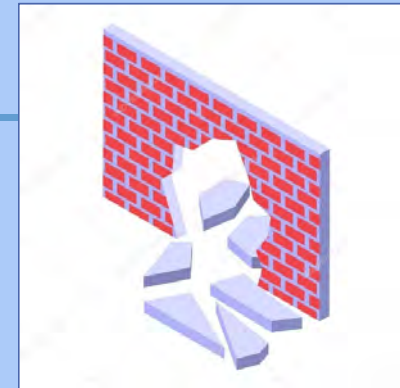
A breakthrough case is defined as:

- U.S. Resident
- Completed full primary series of an FDA-authorized COVID-19 vaccine
- SARS-CoV-2 RNA or antigen detected on a respiratory specimen collected ≥ 14 days after completing the primary series of an FDA-authorized COVID-19 vaccine
- No known positive test for SARS-CoV-2 RNA or antigen detected on a respiratory specimen collected < 45 days before the most recent positive test

Someone could receive one or both doses of the vaccine, but not meet the definition of a breakthrough case if all other criteria have not been met.



State COVID-19 Vaccine Breakthrough Dashboard



State of Ohio | COVID-19 Hospitalizations and Deaths since Jan. 1, 2021 among Individuals not reported as Fully Vaccinated

Last Reported:
9/1/2021

COVID-19 Hospitalizations since 1/1/2021 among
Individuals not reported as Fully Vaccinated:

21,584

COVID-19 Hospitalizations since 1/1/2021 among
Fully Vaccinated Individuals:

548

COVID-19 Deaths since 1/1/2021 among
Individuals not reported as Fully Vaccinated:

7,167

COVID-19 Deaths since 1/1/2021 among
Fully Vaccinated Individuals:

80

Notes:

For surveillance purposes, COVID-19 vaccine breakthrough is defined as SARS-CoV-2 RNA or antigen detected on a respiratory specimen collected at least 14 days after a U.S. resident completes the primary series of an FDA-authorized COVID-19 vaccine, and for whom there is no known positive test for SARS-CoV-2 RNA or antigen detected on a respiratory specimen collected fewer than 45 days before the most recent positive test.

*Counts of hospitalizations and deaths are cumulative for the date range noted.

*Counts for hospitalizations and deaths are not mutually exclusive.

Mortality data is verified by coded death certificate information from the National Center for Health Statistics, and can take some time to receive. This information is not available daily, and is updated approximately twice per week as data is received.

Data Sources:

Ohio Disease Reporting System, CDC COVID Vaccine Breakthrough Project
Data to be updated weekly each Thursday

<https://coronavirus.ohio.gov/wps/portal/gov/covid-19/dashboards/covid-19-vaccine/breakthrough-dashboard>



Variants

Contact CCCHD or EMA if you want additional details on “Unusual COVID-19 Occurrences”.



Clark Co COVID-19 Variants							
Date	UK (B.1.1.7) (Alpha)	S Af (B.1.351) (Beta)	Jp/Brzl (P.1) (Gamma)	CA (B.1.427) (Epsilon)	CA (B.1.429) (Epsilon)	India B.1.617.2 (Delta)	Total
3/23/21	5	0	0	0	0		
4/14/21	22	0	0	1	0		
4/28/21	37	0	0	1	0		
5/5/21	54	0	0	1	0		
5/19/21	62	0	2	1	0		65
5/26/21	70	0	4	1	0	0	75
7/7/21	88	0	8	1	1	0	98
7/28/21	89	0	8	1	1	0	99
8/4/21	91	0	8	1	1	1	102
8/11/21	91	0	8	1	1	1	102
8/18/21	91	0	8	1	1	12	113
8/25/21	100	0	8	1	1	27	137
9/1/21	100	0	8	1	1	39	149

The Delta variant contains multiple spike protein mutations that officials said may be concerning, most notably “L452R” and “E484Q” mutations.



Unweighted Proportions of Variants of Concern and Other Lineages by State or Jurisdiction

4-week period ending			
Date	B.1.1.7	B.1.617.2	P.1
6/19/21	78.4%	5.8%	7.2%
7/31/21	4.2%	72.9%	1.9%
8/24/21	4.2%	90.5%	1.4%
8/31/21	1.5%	94.3%	0.7%

State	B.1.1.7	B.1.351	B.1.617.2	P.1	AY.1	AY.2	Other	Total available sequences
Alabama	1.6%		95.0%	0.5%	0.1%	0.1%	2.7%	2,542
Arizona	0.8%		93.8%	1.1%	0.1%	0.3%	3.9%	1,425
Arkansas	0.6%		96.6%	0.2%		0.3%	2.4%	679
California	0.7%	0.0%	94.9%	0.6%	0.6%	0.9%	2.3%	33,472
Colorado	1.2%	0.1%	96.1%	0.2%	0.1%	0.4%	2.0%	2,874
Connecticut	1.2%		95.9%	0.7%		0.2%	2.0%	588
District of Columbia	0.3%		98.9%				0.8%	378
Florida	1.3%	0.0%	92.5%	1.1%	0.0%	0.2%	4.8%	18,861
Georgia	0.9%		95.6%	0.5%	0.0%	0.3%	2.8%	5,584
Illinois	0.8%		95.3%	0.3%	0.1%	0.8%	2.7%	2,158
Indiana	0.7%		96.6%	0.7%		0.3%	1.8%	774
Kansas	0.2%		97.8%				1.8%	464
Kentucky	1.6%		94.0%	0.8%	0.1%	0.2%	3.4%	894
Louisiana	2.1%		92.8%	0.2%		0.1%	4.9%	1,378
Maryland	0.8%		95.9%	0.8%	0.1%	0.2%	2.1%	1,679
Massachusetts	0.1%		96.7%	0.8%	0.2%	0.0%	2.2%	6,492
Michigan	0.4%		96.4%	0.6%		0.4%	2.2%	502
Minnesota	0.2%		97.3%	0.4%		0.2%	1.9%	3,580
Mississippi	0.7%		95.1%	0.3%			3.9%	698
Missouri	0.6%		96.3%	0.3%			2.8%	1,216
Nevada	0.7%		94.2%	0.1%	0.1%	2.2%	2.6%	1,397
New Jersey	0.7%		96.3%	0.3%	0.2%	0.1%	2.4%	3,601
New Mexico	0.9%		94.4%	0.6%			4.1%	467
New York	0.4%		96.8%	0.5%	0.4%	0.1%	1.8%	2,819
North Carolina	0.7%		97.3%	0.3%	0.0%	0.0%	1.6%	7,292
Ohio	1.5%		94.3%	0.7%		0.2%	3.3%	943
Oklahoma			94.3%				5.7%	406
Oregon	3.2%		92.1%	0.9%	0.2%	1.1%	2.5%	984
Pennsylvania	0.6%		97.8%	0.3%	0.1%	0.1%	1.1%	1,263
Rhode Island	0.4%		97.2%	0.2%			2.3%	562
South Carolina	1.0%		96.5%			0.3%	2.2%	1,558
Tennessee	1.1%		94.5%	0.3%	0.1%	0.5%	3.7%	2,743
Texas	1.2%		93.4%	0.6%	0.0%	0.4%	4.3%	9,370
Utah	0.8%		94.2%	0.3%		0.5%	4.3%	650
Vermont	0.3%		98.7%	0.2%			0.8%	595
Virginia	0.7%		97.4%	0.2%	0.1%	0.3%	1.4%	1,979
Washington	0.9%		96.3%	0.7%	0.4%	0.2%	1.4%	3,378
West Virginia	1.2%		96.4%	1.0%		0.2%	1.2%	415
Wisconsin	0.1%		97.0%	0.3%		0.2%	2.5%	1,123

Variant proportions are based on representative CDC sequence data (NS3 + CDC-funded contract sequencing) collected over a 4-week period ending August 14, 2021 for states with at least 300 sequences.

Updated Aug 31, 2021



MIS-C



MIS-C Cases			
Date	US	OH	Clark
3/1/21	2,617	50-99	
3/29/21	3,185	50-99	4 (2wt, 2blk)
4/28/21			4
5/3/21	3,742		4
6/28/21	4,196	100-149	4
8/15/21	4,404	100-149	4
8/22/21	4,661	150-199	4

MIS-C Deaths			
Date	US	OH	Clark
3/1/21	33		
3/29/21	36		0
6/28/21	37		0
8/15/21	37		0
8/22/21	41		0

Summary

- Most cases were in children and adolescents between the ages of 1 and 14 years, with a median age of 9 years.
- Cases have occurred in children and adolescents from <1 year old to 20 years old.
- 63% of reported cases have occurred in children who are Hispanic or Latino (1,023 cases) or Black, Non-Hispanic (868 cases).
- 99% of cases (3,152) tested positive for SARS CoV-2, the virus that causes COVID-19. The remaining 1% were around someone with COVID-19.
- More than half (59%) of reported cases were male.

<https://www.cdc.gov/mis-c/cases/index.html>

Contact CCCHD or EMA if you want additional details on “Unusual COVID-19 Occurrences”.



LTC Current / Cumulative Case Counts

<https://coronavirus.ohio.gov/wps/portal/gov/covid-19/dashboards/long-term-care-facilities/cases>

Clark	HEARTH & HOME AT EL CAMINO	Assisted Living	0	2	0	5
Clark	HEARTH & HOME AT HARDING	Assisted Living	0	18	0	11
Clark	NORTHWOOD ASSISTED LIVING	Assisted Living	0	5	0	2
Clark	Northwood Skilled Nursing and Rehabilitation	Nursing Home	0	47	2 ★	41
Clark	OAKWOOD VILLAGE	Assisted Living	0	5	0	6
Clark	OAKWOOD VILLAGE	Nursing Home	0	63	0	101
Clark	Ohio Masonic Home	Assisted Living	0	4	0	1
Clark	Ohio Masonic Home	Nursing Home	0	12	2 ★	56
Clark	SOUTHBROOK CARE CENTER	Nursing Home	0	60	0	38
Clark	SPRINGFIELD ASSISTED LIVING	Assisted Living	0	0	0	4
Clark	SPRINGFIELD NURSING & INDEPENDENT LIVING	Nursing Home	0	21	1 ★	20
Clark	Vancrest of New Carlisle	Assisted Living	0	8	0	0
Clark	Vancrest of New Carlisle	Nursing Home	0	41	1 ★	28
Clark	VIENNA MEADOWS	Intermediate Care Facility	0	2	0	1
Clark	VILLA SPRINGFIELD REHABILITATION AND HEALTHCARE CE	Nursing Home	0	57	0	31
Clark	WHISPERING PINES OF SPRINGFIELD	Intermediate Care Facility	0	23	0	11
Clark	WOODED GLEN	Nursing Home	0	32	1 ★	37

State Of Ohio | Long-term Care Facilities *

Last Updated: 09-01-21

The Ohio Department of Health (ODH) recently implemented a more automated process for long-term care facility reporting as part of the department's commitment to data transparency and accuracy. ODH is committed to continuing to review the data for accuracy. As local health department reporting improves and ODH continues to work through this process improvement with them, there will be fluctuations in cumulative case numbers.

County	Facility Name	Facility Type	Current Week Resident Cases	** Cumulative Resident Cases	Current Week Staff Cases	** Cumulative Staff Cases
Clark	ALLEN VILW HEALTHCARE CENTER	Nursing Home	0	101	0	48
Clark	ARBORS AT SPRINGFIELD	Nursing Home	0	26	0	28
Clark	BROOKDALE BUCK CREEK	Assisted Living	0	16	0	8
Clark	CHOICES IN COMMUNITY LIVING	Intermediate Care Facility	0	4	0	8
Clark	CLARK MEMORIAL HOME	Assisted Living	0	0	0	1
Clark	CSS - EL CAMINO DRIVE	Intermediate Care Facility	0	5	0	5
Clark	DAYSRING OF MIAMI VALLEY HLTH CARE CENTER & REHAB	Nursing Home	0	129	0	75
Clark	EMPOWERING PEOPLE - KINGSWOOD DRIVE	Intermediate Care Facility	0	3	0	1
Clark	EMPOWERING PEOPLE - ROBINHOOD COURT	Intermediate Care Facility	0	3	0	5
Clark	EMPOWERING PEOPLE - TORRENCE DRIVE	Intermediate Care Facility	0	0	0	3
Clark	EMPOWERING PEOPLE - WALTIN LANE	Intermediate Care Facility	0	1	0	2
Clark	F F MUELLER RES CENTER/BLUE CO	Intermediate Care Facility	0	0	0	6
Clark	F F MUELLER RES CTR, RED UNIT	Intermediate Care Facility	0	5	0	13
Clark	FOREST GLEN HEALTH CAMPUS	Assisted Living	0	10	0	3
Clark	FOREST GLEN HEALTH CAMPUS	Nursing Home	0	68	0	43
Clark	FOX RUN SENIOR LIVING	Assisted Living	0	23	0	13
Clark	GOOD SHEPHERD VILLAGE	Nursing Home	0	64	0	30

County Test Positivity Rates

COVID-19 Viral (NAAT) Laboratory 14-Day Test Positivity Rates, by US County									
Test Positivity Classification:		Counties with test percent positivity <5.0% or with <20 tests in past 14 days: Green; test percent positivity ≥							
Percent Positive and Tests in prior 14 days:		Data from August 11-August 24							
Data Sources:		Testing data: HHS Unified Testing Dataset; Population data: 2019 Census							
Documentation:		The data presented represent viral COVID-19 laboratory diagnostic and screening test (nucleic acid amplification)							
Note:		During the week of Sept 14, 2020, the following updates were made to the county percent test positivity chart:							
County	FIPS	State	FEMA Region	Population	NCHS Urban Rural Classification	Tests in prior 14 days	14-day test rate	Percent Positivity in prior 14 days	Test Positivity Classification - 14 days
Champaign County, OH	39021	OH	5	38,885	Micropolitan	1,290	3,317	11.3%	Red
Clark County, OH	39023	OH	5	134,083	Small metro	5,552	4,141	11.2%	Red
Greene County, OH	39057	OH	5	168,937	Medium metro	5,997	3,550	15.4%	Red
Madison County, OH	39097	OH	5	44,731	Large fringe metro	1,331	2,976	10.4%	Red
Miami County, OH	39109	OH	5	106,987	Medium metro	3,754	3,509	15.3%	Red
Montgomery County, OH	39113	OH	5	531,687	Medium metro	25,257	4,750	12.2%	Red



Ohio School Reporting Dashboard

school_or_school_district	type	student_cases_n	student_cases_cumul	staff_cases_n	staff_cases_cumul
Catholic Central	Private School	2	2	0	0
Catholic Central Limestone	Preschool	No Cases Reported	0	No Cases Reported	0
Clark County Board of DD	County Board of Developmental	No Cases Reported	0	No Cases Reported	0
Clark County ESC	Educational Service Center	No Cases Reported	0	No Cases Reported	0
Clark-Shawnee Local	Public District	4	6	0	0
Cliff Park High School	Community School	No Cases Reported	1	No Cases Reported	0
Emmanuel Christian Academy	Private School	No Cases Reported	0	No Cases Reported	0
Global Impact STEM Academy	Public District	1	2	0	0
God's Teen School Inc.	Private School	No Cases Reported	0	No Cases Reported	0
Greenon Local	Public District	No Cases Reported	0	No Cases Reported	0
Guiding Shepherd Christian School	Private School	No Cases Reported	0	No Cases Reported	0
Locust Grove School	Private School	No Cases Reported	No Cases Reported	No Cases Reported	No Cases Reported
Nightingale Montessori Inc	Private School	No Cases Reported	0	No Cases Reported	0
Northeastern Local	Public District	6	12	0	0
Northwestern Local	Public District	1	2	0	0
Ridgewood School The	Private School	No Cases Reported	0	No Cases Reported	0
Ridgewood School The	Preschool	No Cases Reported	0	No Cases Reported	0
Risen Christ Lutheran School	Private School	No Cases Reported	0	No Cases Reported	0
Southeastern Local	Public District	2	3	0	0
Springfield Christian	Private School	No Cases Reported	0	No Cases Reported	0
Springfield Christian	Preschool	No Cases Reported	0	No Cases Reported	0
Springfield City School District	Public District	16	20	1	1
Springfield Preparatory and Fitness	Community School	No Cases Reported	0	No Cases Reported	0
Springfield-Clark County	Joint Vocational School District	1	5	0	0
Springview Center (494)	County Board of Developmental	No Cases Reported	No Cases Reported	No Cases Reported	No Cases Reported
Tecumseh Local	Public District	27	36	0	0
	Total New	60		1	
	Previous 8/26/21 Data	21		0	
9/2/2021	Previous 8/19/21 Data	8		0	

<https://coronavirus.ohio.gov/wps/portal/gov/covid-19/dashboards/schools-and-children/schools>



State of Ohio | Children's COVID-19 Dashboard

Last Updated: 09-04-21
Updated daily at 2 p.m.

Other states do not send death certificates to ODH's Bureau of Vital Statistics on a regular schedule and therefore fluctuations will be reflected in reported mortality data. Deaths are assigned to their appropriate date of death.

Cases By County: Children Under 18

* For privacy reasons, the filters to the right will not update the county map and bar graph below

View By:
Select to view by cases or rate per 100K children

Total Cases



© OpenStreetMap

Cases By County: Children Under 18

Greene	2,257
Mahoning	2,151
Licking	2,108
Clark	2,004
Richland	1,550
Trumbull	1,545
Portage	1,421
Muskingum	1,398
Wood	1,381
Allen	1,309
Miami	1,297
Lawrence	1,195
Union	1,039
Wayne	1,034
Scioto	1,032
Erie	955
Geauga	905

Case Selection:

Select a Case Status to filter the dashboard

Overall Cases

View Count By:

Select to view weekly, monthly or cumulative

Monthly Count

Age Range:

Select an Age Range to filter the dashboard

(All)

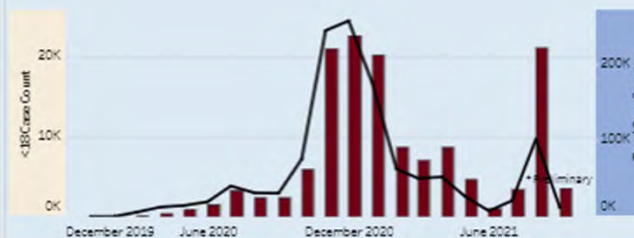
Case Classification Status:

Filter all views by case classification

(All)

Total Cases	Total Hospitalized	Total Deaths in State of Ohio	Total Ohio Resident Deaths
138,482	1,403	7	8

COVID-19 Cases 138,482 (11% of total cases)



Percent of Total COVID-19 Cases



<https://coronavirus.ohio.gov/wps/portal/gov/covid-19/dashboards/schools-and-children/children>



3 weeks

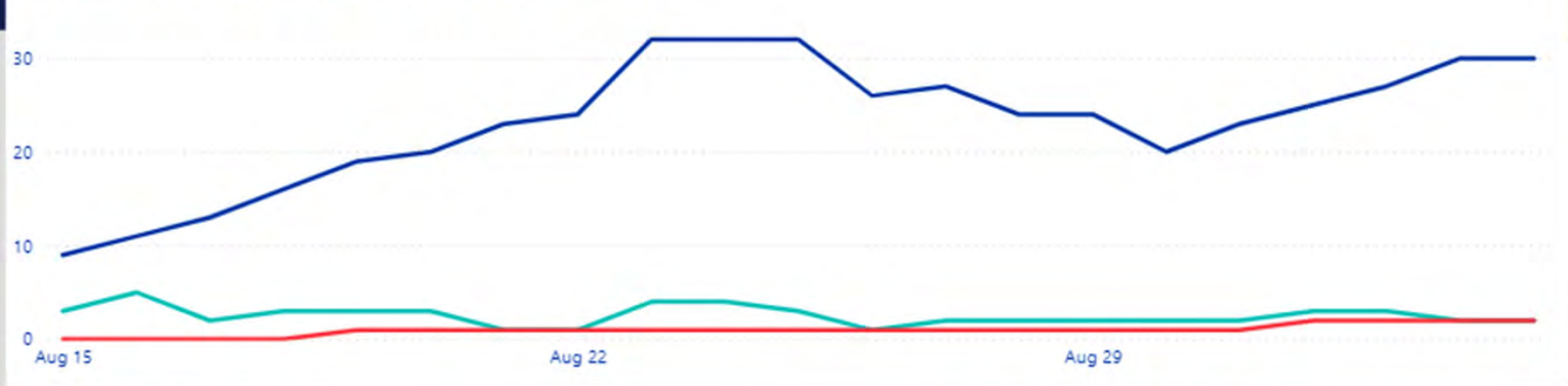
Maximum Numbers:
 74: COVID-19 Positive 12-3-2020
 30: COVID-19 Positive – ICU 11-11-20
 16: COVID-19 Positive – Vent 12-15-20
 22: COVID-19 Suspected 2-10-21

Update:
 9/4/21 1630

ER: COVID-19 PATIENT COUNT DATA, TREND

COVID-19 POSITIVE PATIENT COUNT, BY DATE

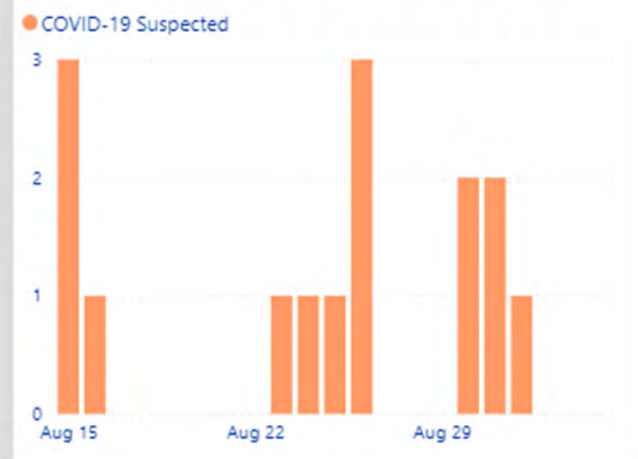
● COVID-19 Positive ● COVID-19 Positive - ICU ● COVID-19 Positive - Vent



PATIENT COUNT, BY DATE

Date	COVID-19 Positive	COVID-19 Positive - ICU	COVID-19 Positive - Vent	COVID-19 Suspected
9/4/21	30	2	2	0
9/3/21	30	2	2	0
9/2/21	27	3	2	0
9/1/21	25	3	2	1
8/31/21	23	2	1	2
8/30/21	20	2	1	2
8/29/21	24	2	1	0
8/28/21	24	2	1	0
8/27/21	27	2	1	0
8/26/21	26	1	1	3
8/25/21	32	3	1	1
8/24/21	32	4	1	1
8/23/21	32	4	1	1

COVID-19 SUSPECTED PATIENT COUNT, BY DATE



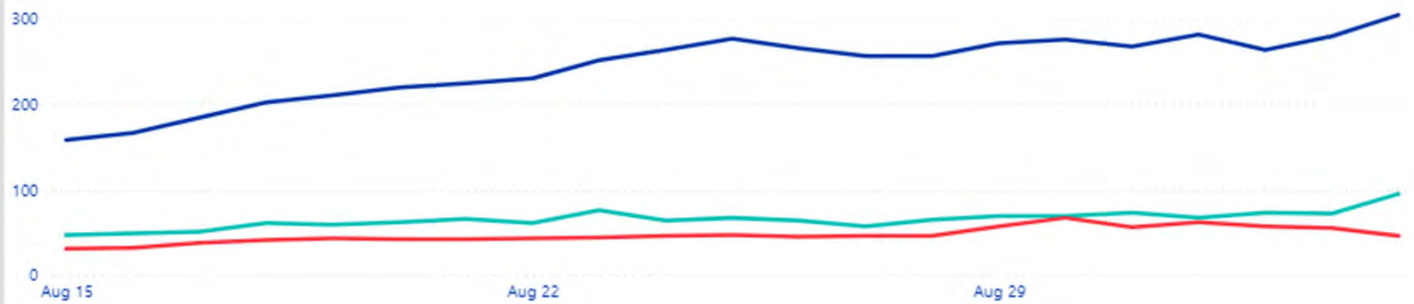
Regional Patient Trends (3 weeks)



R: COVID-19 PATIENT COUNT DATA, TREND

COVID-19 POSITIVE PATIENT COUNT, BY DATE

● COVID-19 Positive ● COVID-19 Positive - ICU ● COVID-19 Positive - Vent



PATIENT COUNT, BY DATE

Date	COVID-19 Positive	COVID-19 Positive - ICU	COVID-19 Positive - Vent	COVID-19 Suspected
9/4/21	304	95	46	51
9/3/21	279	72	55	49
9/2/21	263	73	57	40
9/1/21	281	67	62	37
8/31/21	267	73	56	54
8/30/21	275	69	67	70
8/29/21	271	69	57	48
8/28/21	256	65	46	32
8/27/21	256	57	46	38
8/26/21	265	64	45	42
8/25/21	276	67	47	48
8/24/21	263	64	46	34
8/23/21	251	76	44	78

COVID-19 SUSPECTED PATIENT COUNT, BY DATE

● COVID-19 Suspected



R3 Avg for 7-1-20 to 9-30-20

100	COVID-19 Positive
31	COVID-19 Positive - ICU
20	COVID-19 Positive - Vent
56	COVID-19 Suspected

Maximum Numbers:

522: COVID-19 Positive 12-3-2020
 122: COVID-19 Positive - ICU 11-30-2020
 97: COVID-19 Positive - Vent 11-28-2020
 77: COVID-19 Suspected 1-3-2021



Montgomery Co Hospital Capacity

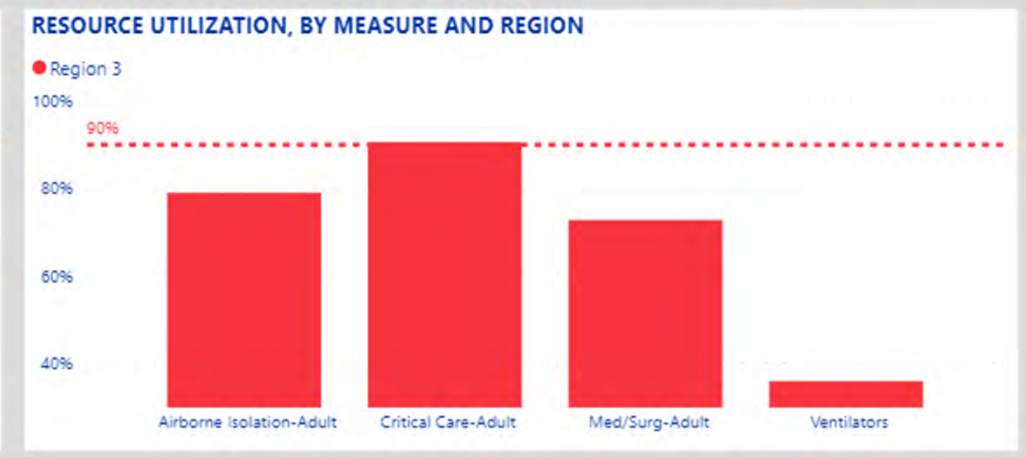
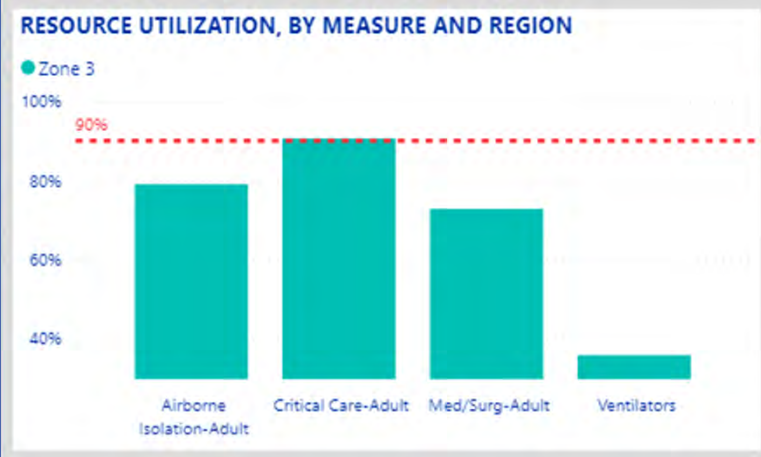
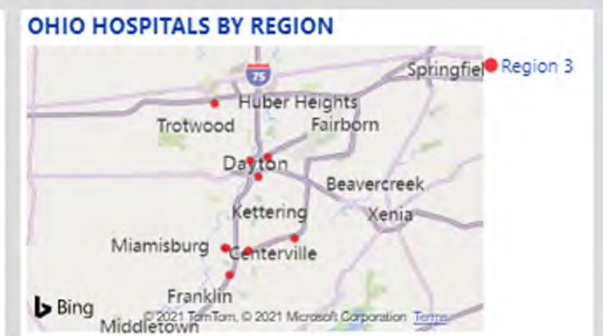
OHIO RESOURCE TRACKER: RESOURCE CAPACITY DATA, SUMMARY

SELECT FILTERS:

Zone, Region: All
 County: Montgomery
 FacilityType: All
 Health System, FacilityName: All
 Measure: Multiple selections

OVERALL RESOURCE UTILIZATION

Measure	Surge Capacity	Total Capacity	Available Capacity	Utilized Capacity	Utilization Percent
Airborne Isolation-Adult	220	119	25	94	79.0%
Critical Care-Adult	736	266	25	241	90.6%
Med/Surg-Adult	1,815	1,434	391	1,043	72.7%
Ventilators		448	288	160	35.7%





Children's Capacity & Patient Count

OHIO RESOURCE TRACKER: RESOURCE CAPACITY DATA, SUMMARY

SELECT FILTERS:	Zone, Region	County	FacilityType	Health System, FacilityName	Measure
	All	Montgomery	All	Dayton Children's	Multiple selections

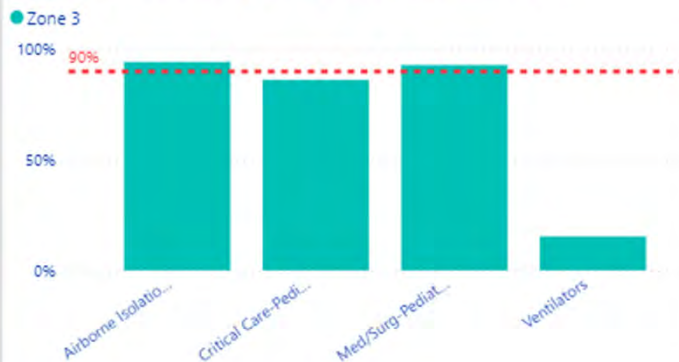
OVERALL RESOURCE UTILIZATION

Measure	Surge Capacity	Total Capacity	Available Capacity	Utilized Capacity	Utilization Percent
Airborne Isolation-Pediatric	35	35	2	33	94.3%
Critical Care-Pediatric	58	58	8	50	86.2%
Med/Surg-Pediatric	99	99	7	92	92.9%
Ventilators		26	22	4	15.4%

OHIO HOSPITALS BY REGION



RESOURCE UTILIZATION, BY MEASURE AND REGION



RESOURCE UTILIZATION, BY MEASURE AND REGION

COVID-19 PATIENT COUNT, BY DATE

Measure	8/29/21	8/30/21	8/31/21	9/1/21	9/2/21	9/3/21	9/4/21
COVID-19 Positive	2	0	0	0	0	0	10
Zone 3	2	0	0	0	0	0	10
COVID-19 Positive - ICU	2	0	0	0	0	0	6
Zone 3	2	0	0	0	0	0	6
COVID-19 Positive - Vent	0	0	0	0	0	0	0
Zone 3	0	0	0	0	0	0	0
COVID-19 Suspected	2	11	20	20	14	16	20
Zone 3	2	11	20	20	14	16	20

Isolation-Pediatric



Date Updated 8/27/21

Percent Vaccinations Started	Percent Vaccinations Completed	Eligible Clark County Population*
53.7%	50.03%	
Number Vaccinations Started	Number Vaccinations Completed	
62,120	57,873	115,517

*Eligible Clark county population is the estimated number of individuals living in Clark County that are 12 years of age or older.

State of Ohio | COVID-19 Vaccine Dashboard

Last Updated: 2021-09-04

View By
Select to view by Vaccine Started or Completed

Vaccine Started*

Statewide: Vaccine Status

By Total and % of Population

Vaccine Started*	All Ages	12+	18+
% of Population	52.32%	61.15%	63.34%
# Recipients	6,115,303	6,115,166	5,770,796

Click County to Filter Metrics
Counties are colored by % of Population with Vaccine

Vaccine Started*, Change from Last 24 Hours****	Vaccine Started* By Population	Vaccine Started*, Total
81	46.89%	62,876

Key Metrics
Select to view key demographic groups

Age Group

Age Group	%	Count
0-19	12.93%	4,350
20-29	33.18%	5,440
30-39	41.18%	6,232
40-49	49.11%	7,506
50-59	61.39%	11,040
60-64	73.13%	6,710
65-69	79.19%	6,662
70-74	85.43%	5,830
75-79	82.09%	3,881
80+	80.41%	5,225

View Count By
Select to view counts by daily or cumulative

Daily Total

Residency Not Reported: 9,304
Residents of Other States - Vaccinated in Ohio: 184,419

<https://coronavirus.ohio.gov/wps/portal/gov/covid-19/dashboards/covid-19-vaccine/covid-19-vaccination-dashboard>



State of Ohio | COVID-19 Vaccine Dashboard

Last Updated: 2021-09-04



View By
Select to view by Vaccine Started or Completed

Vaccine Completed**

Statewide: Vaccine Status

By Total and % of Population

Vaccine Completed**	All Ages	12+	18+
% of Population	48.34%	56.50%	58.84%
# Recipients	5,650,102	5,650,041	5,360,656

Click County to Filter Metrics
Counties are colored by % of Population with Vaccine

Vaccine Completed**, Change from Last 24 Hours****

108

Vaccine Completed** By Population

43.67%

Vaccine Completed**, Total

58,560



Residency Not Reported
6,936

Residents of Other States - Vaccinated in Ohio
150,758

Key Metrics

Select to view key demographic groups

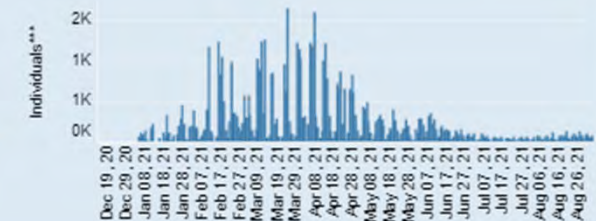
Age Group

0-19	10.82%	3,639
20-29	28.78%	4,719
30-39	36.52%	5,527
40-49	44.81%	6,849
50-59	57.80%	10,395
60-64	69.77%	6,402
65-69	78.90%	6,470
70-74	83.19%	5,677
75-79	80.10%	3,787
80+	78.41%	5,095

View Count By

Select to view counts by daily or cumulative

Daily Total





Food, Water, and Shelter



- **Interfaith Hospitality Network (IHN) Update – in Emergency Shelter**
 - IHN in overflow since 3/20/20, 70 is threshold

Emergency Shelter	
Date	Number
5/15/20	83
6/12/20	103
7/23/20	112
11/9/20	139
12/16/20	163
12/28/20	240
1/6/21	193
1/21/21	275
3/16/21	402
4/13/21	377
5/19/21	437
6/16/21	325
7/13/21	348
8/6/21	343
8/20/21	345

Emergency Shelter Breakdown					
Date	S-M	S-F	Adult in Fam	Child	Fam
1/6/21	43	8	64	78	45
1/21/21	60	22	87	106	63
3/16/21	71	49	125	157	91
4/13/21	67	38	124	148	88
5/19/21	76	90	110	161	85
6/16/21	81		117	127	
7/13/21	119		95	134	
8/6/21	37	51	129	126	
8/20/21	95		130	120	92



Food, Water, and Shelter



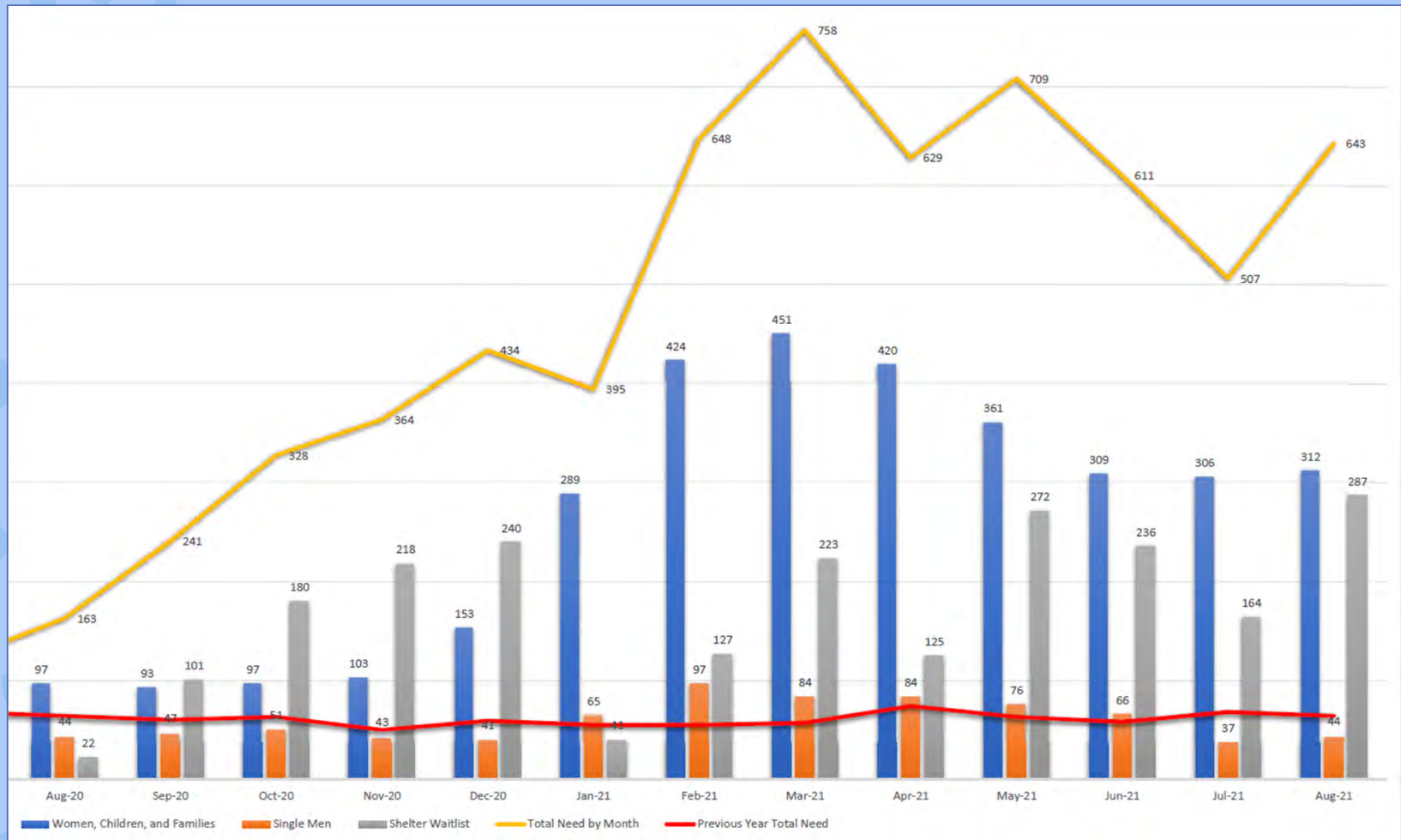
- **Interfaith Hospitality Network (IHN) Update – Waiting List**

Shelter Wait List	
Date	Number
Early July	9
9/17/20	101
11/19/20	218
12/8/20	243
12/16/20	146
12/23/20	200
1/7/21	122
1/21/21	98
3/18/21	255
4/13/21	223
4/29/21	233
5/19/21	272
6/16/21	212
7/13/21	278
8/6/21	164
8/20/21	244
8/27/21	287

Wait List Breakdown						
Date	S-M	S-F	Adult only Fam	Adult Fam w>	Child	Fam
11/19/20	76	66			94	76
1/7/21	60		28		34	24
1/21/21	42	16	15		25	13
3/18/21	159		52		44	22
4/13/21	144		57		22	32
4/29/21	55	70	76		32	43
5/19/21	63	79	64	30	36	53
6/16/21	65	73	43	11	20	9
7/13/21	82	64	18	38	57	38
8/6/21	40	35	13	29	34	18
8/20/21	65	43	44	39	53	27
8/27/21	76	48	56	43	62	29



Food, Water, and Shelter





Food, Water, and Shelter

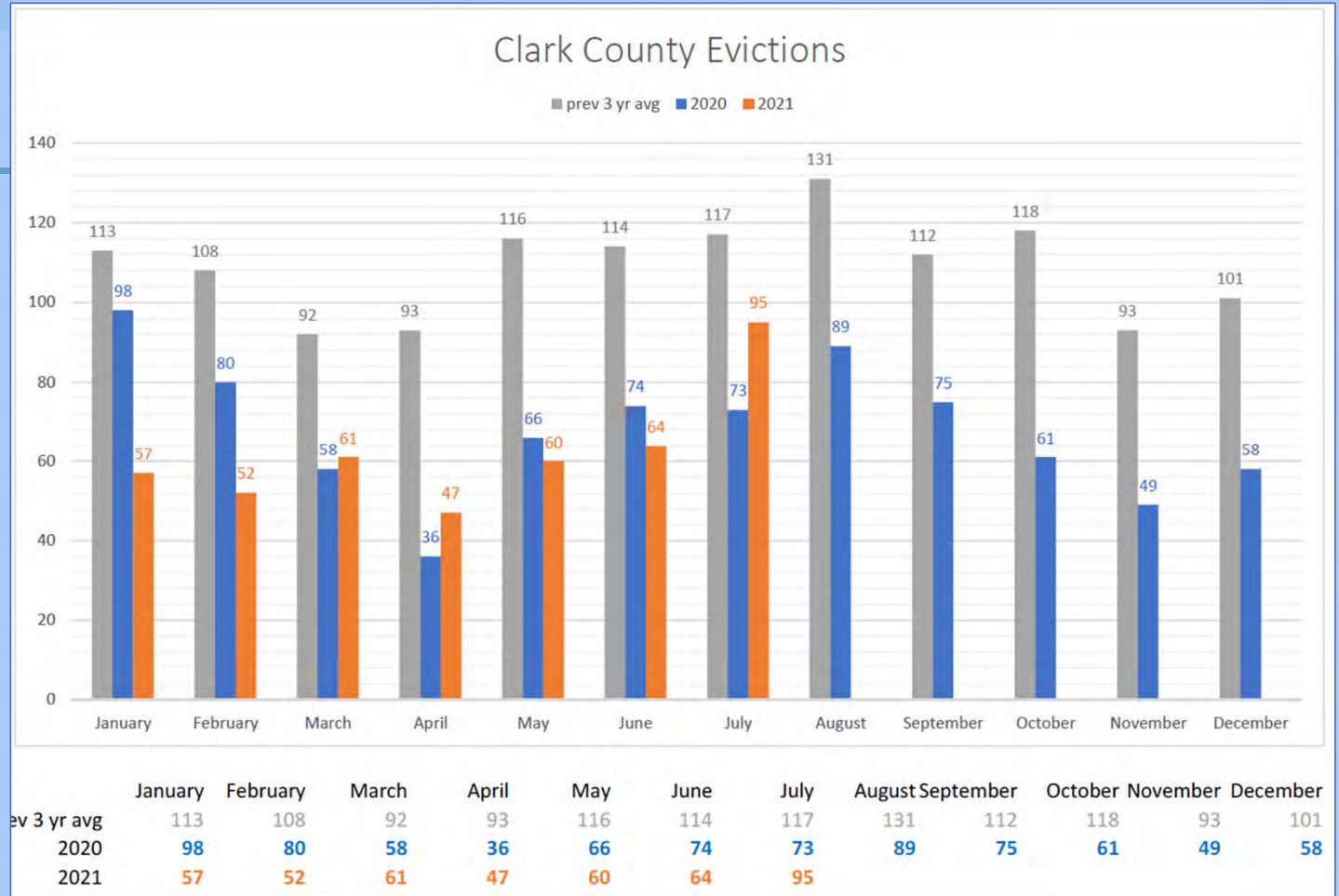


Monthly avg of 3 yr avg = 109

3/2020 – 7/2021 mo avg = 63

109 – 63 = 46 less avg per mo

46 x 17 mo = 782 evictions
looming...





Food, Water, and Shelter



- **United Way Update (2-1-1)**
 - Non-profit Coordination

2-1-1 Food			
	2019	2020	2021
January	89	117	151
February	116	66	78
March	107	213	44
April	145	163	33
May	126	86	63
June	125	102	78
July	183	135	50
Aug	152	98	
Sept	156	165	
Oct	155	212	
Nov	128	248	
Dec	147	213	

2-1-1 Housing & Shelter			
	2019	2020	2021
January	34	64	61
February	37	36	69
March	29	18	50
April	25	12	44
May	36	6	50
June	23	33	58
July	36	60	148
Aug	47	53	
Sept	37	54	
Oct	26	48	
Nov	32	52	
Dec	30	55	

2-1-1 Utilities			
	2019	2020	2021
January	102	87	202
February	82	62	185
March	71	50	137
April	93	42	110
May	117	35	159
June	77	63	225
July	122	102	100
Aug	137	107	
Sept	123	306	
Oct	119	297	
Nov	109	281	
Dec	99	287	



Food, Water, and Shelter



THE SALVATION ARMY
SPRINGFIELD, OHIO

The Salvation Army Social Service Stats

	Total cases	Total individuals served	Food assistance	Rent assistance	Utility assistance	Emergency shelter nights	Emotional, education & spiritual care
Jan 2019	26	51	25	0	0	2	1
Jan 2020	84	161	66	7	8	0	11
Jan 2021	107	258	111	9	5	0	16
Feb 2019	26	84	20	1	4	2	13
Feb 2020	82	194	71	6	4	0	17
Feb 2021	140	199	90	7	6	0	40
Mar 2019	50	146	38	2	7	5	12
Mar 2020	75	194	62	7	5	5	13
Mar 2021	104	135	68	6	3	8	36
Apr 2019	46	119	25	0	18	0	21
Apr 2020	314	756	196	36	1	0	112
Apr 2021	49	96	51	3	4	0	19
May 2019	40	98	27	0	1	2	3
May 2020	161	412	99	37	6	16	77
May 2021	37	75	28	3	6	4	14
Jun 2019	50	151	26	0	11	0	24
Jun 2020	146	400	71	31	0	30	91
Jun 2021	29	48	24	2	2	0	11

Jul 2019	64	135	45	2	6	16	14
Jul 2020	212	561	205	15	4	6	97
Jul 2021	48	99	31	6	10	15	28
Aug 2019	98	266	71	7	11	13	18
Aug 2020	137	232	72	13	7	16	65
Aug 2021	24	42	13	4	6	0	11
Sep 2019	206	364	49	6	4	9	21
Sep 2020	153	312	78	13	12	0	65
Sep 2021							
Oct 2019	88	172	70	6	9	0	21
Oct 2020	102	194	71	9	10	0	37
Oct 2021							
Nov 2019	79	175	52	7	6	2	27
Nov 2020	135	287	104	2	14	7	30
Nov 2021							
Dec 2019	35	78	25	5	2	3	12
Dec 2020	31	75	27	2	1	0	5
Dec 2021							

	Total cases	Total persons served	Food assistance	Rent assistance	Utility assistance	Emergency shelter nights	Emotional, education & spiritual care
2019	808	1839	473	36	79	54	187
2020	1667	3778	1122	178	72	80	620
2021							



Food, Water, and Shelter



OIC of Clark County's Coronavirus Home Relief Fund- Emergency Services Program announces it has received additional funding to continue assisting eligible households experiencing hardships due to the COVID-19 pandemic.

OIC has received 2 separate funding sources which together total approximately \$6,952,329. There are different timelines and guidelines for each source (such as what they can be used for and how many months can be paid); one source will end December 2021 and the other source will continue through September 2022, or until the funding is depleted.

www.oicofclarkco.org



Food, Water, and Shelter



The funding for Rent, Water, Trash, Sewer and Utility Assurances has been extended to run through September 2022 or until funds are depleted. These funds are available to assist eligible households that have been negatively impacted by COVID-19.

The funding for Mortgage, Property Tax and Utility assurances runs through December 31, 2021 or until funds are depleted. These funds are also available to assist eligible households that have been negatively impacted by COVID-19.

As of 8/31/21 OIC has:

- Received 799 applications for Rent, Mortgage, Water, Trash, Sewer and Heating Sources
 - 636 Rental applications
 - 33 Mortgage & Property Tax applications
 - 281 Utility assistance applications. (Some applications are duplicated with multiple request: rent, utility, trash or mortgage, property tax and utility.)
 - 477 applications have, been completed and sent for payment.
 - Expanded \$1,182,799 for Rent, Mortgage, Water, Trash, Sewer and Heating Sources.
 - Average amount of payment assistance for applications completed is \$2,248
 - Average number of months of payment assistance is 4.3 months



Recovery

Six Recovery Support Functions

Community Planning and Capacity Building
Federal Coordinating Agency
Federal Emergency Management Agency

Economic
Federal Coordinating Agency
Department of Commerce/Economic Development Administration

Health and Social Services
Federal Coordinating Agency
Department of Health and Human Services

Housing
Federal Coordinating Agency
Department of Housing and Urban Development

Infrastructure Systems
Federal Coordinating Agency
Department of Defense/Army Corps of Engineers

Natural and Cultural Resources
Federal Coordinating Agency
Department of the Interior

<https://ohiolmi.com/Home/RateMapArchive/index>

<https://jfs.ohio.gov/pams/>

Unemployment	
Month	%
Feb 2020	5.0%
March 2020	5.6%
April 2020	17.4%
May 2020	12.4%
June 2020	10.4%
July 2020	10.4%
Aug 2020	8.4%
Sept 2020	7.5%
Oct 2020	5.0%
Nov 2020	5.1%
Dec 2020	5.0%
Jan 2021	5.8%
Feb 2021	5.7%
March 2021	5.1%
April 2021	4.8%
May 2021	6.1%
June 2021	6.6%

Medicaid	
Month	Number
Feb 2020	39,961
March 2020	40,694
April 2020	41,297
May 2020	41,931
June 2020	42,777
July 2020	42,902
Aug 2020	43,356
Sept 2020	43,751
Oct 2020	44,181
Nov 2020	44,087
Dec 2020	44,730
Jan 2021	45,187
Feb 2021	45,376
March 2021	45,604
April 2021	

SNAP	
Month	Number
Feb 2020	20,832
March 2020	20,544
April 2020	24,165
May 2020	24,148
June 2020	24,138
July 2020	23,743
Aug 2020	23,358
Sept 2020	22,380
Oct 2020	21,844
Nov 2020	21,841
Dec 2020	22,511
Jan 2021	23,141
Feb 2021	22,691
March 2021	22,432
April 2021	22,844
May 2021	23,093
June 2021	

TANF	
Month	Number
Feb 2020	1,451
March 2020	1,347
April 2020	1,437
May 2020	1,448
June 2020	1,443
July 2020	1,453
Aug 2020	1,423
Sept 2020	1,456
Oct 2020	1,457
Nov 2020	1,414
Dec 2020	1,369
Jan 2021	1,371
Feb 2021	1,402
March 2021	1,389
April 2021	

Clark Co Sales & Use Tax



	2019	2020	2021
Jan	\$2,337,202	\$2,761,540	\$2,881,329
Feb	1,823,495	1,917,898	2,158,396
Mar	1,988,653	1,937,925	2,166,804
April	2,262,398	2,023,543	3,106,414
May	2,045,309	1,952,569	2,733,077
June	2,349,963	2,471,571	2,576,558
July	2,471,814	2,635,118	
Aug	2,216,134	2,468,947	
Sept	1,910,098	2,287,095	
Oct	2,140,386	2,533,331	
Nov	2,140,521	2,226,233	
Dec	2,168,620	2,356,970	
Yearly			
23,472,415	25,854,322	27,572,741	





RESOLUTION 2021-15R

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

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

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

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

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

Passed this _____ day of _____, 2021.

Mike Lowrey, Mayor

Emily Berner, Clerk of Council

APPROVED AS TO FORM:

Jake Jeffries, Law Director

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: 08/16/2021
Action: 09/07/2021
Effective: 09/23/2021

Capital Expenses Budget 2022-2026

<u>GOVERNMENTAL FUND</u>	<u>GENERAL FUND</u>		<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
City Council - 101.1100.55000	Technology Updates		-	-	-	20,000	-
	City Council Totals		\$ -	\$ -	\$ -	\$ 20,000	\$ -
City Manager - 101.1300.55000	Technology Updates		3,000	3,500	3,000	10,000	3,500
	City Manager Totals		\$ 3,000	\$ 3,500	\$ 3,000	\$ 10,000	\$ 3,500
Finance - 101.1400.55000	Software Support		30,000	35,000	35,000	37,000	37,000
	Network Server Protection		25,000	25,000	26,000	26,000	26,000
	Computer Replacement		-	-	-	-	15,000
	SSI Utility Upgrade		38,000	-	-	-	-
	Finance Totals		\$ 93,000	\$ 60,000	\$ 61,000	\$ 63,000	\$ 78,000
Planning - 101.1500.55000	City Wide Enhancements		10,000	10,000	12,000	12,000	14,000
	Drone & Related Items		5,000	-	-	-	7,500
	Planning Totals		\$ 15,000	\$ 10,000	\$ 12,000	\$ 12,000	\$ 21,500
Parks - 101.1800.55005	Shelter House Upgrades		10,000	-	-	-	15,000
	Playground Equipment		-	35,000	8,500	12,000	35,000
	Park Upgrades		-	3,500	3,500	3,500	3,500
	Utility Carts		20,000	-	-	-	-
	Bike Path Equipment		8,000	8,000	8,500	8,500	8,500
	Bucket Truck (Shared Expense w/ Street Department)		30,000	-	-	-	-
	Parks Totals		\$ 68,000	\$ 46,500	\$ 20,500	\$ 24,000	\$ 62,000
Lands & Buildings - 101.2000.55000	City Garage Hand Tools		3,000	2,500	3,000	3,000	3,000
	City Garage Truck		-	35,000	-	-	-
	City Garage Upgrades		40,000	20,000	-	-	25,000
	Lands & Buildings Totals		\$ 43,000	\$ 57,500	\$ 3,000	\$ 3,000	\$ 28,000
Mayor's Court - 101.2200.55000	Miscellanoues Captial Items for Court Operations		5,000	5,000	5,000	5,000	5,000
	Mayor's Court Totals		\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
General Fund Totals:			\$ 227,000	\$ 182,500	\$ 104,500	\$ 137,000	\$ 198,000

SPECIAL REVENUE FUNDS**STREETS**

		<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
201.6100.55000	Street Painting Equipment	9,000	-	-	-	12,000
	Snow Plow	-	8,000	-	8,000	-
	Bucket Truck shared with GF Parks	50,000	-	-	-	-
	<i>Streets Totals</i>	\$ 59,000	\$ 8,000	\$ -	\$ 8,000	\$ 12,000

EMERGENCY AMBULANCE CAPITAL

212.3310.55000	Future New Ambulance	-	-	100,000	100,000	100,000
	<i>Emergency Ambulance Capital Totals</i>	\$ -	\$ -	\$ 100,000	\$ 100,000	\$ 100,000

EMERGENCY AMBULANCE OPERATING

213.3300.55000	Fire Station Renovations / Demolition	15,000	-	-	-	-
	Air Packs - Shared Exp with Fire Operating	60,000	-	60,000	-	70,000
	Air Compressor - Shared Exp with Fire Operating	-	50,000	-	-	-
	New Computers and Equipment	3,000	-	15,000	-	15,000
	<i>Emergency Ambulance Operating Totals</i>	\$ 78,000	\$ 50,000	\$ 75,000	\$ -	\$ 85,000

FIRE CAPITAL

214.2210.55000	Save for New Fire Engine	100,000	100,000	-	-	-
	<i>Fire Capital Totals</i>	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ -

FIRE OPERATING

215.2200.55000	New Structural Firefighting Gear	25,000	26,000	27,000	28,000	30,000
	New Power Tools	-	-	-	25,000	-
	Radio Upgrades (EDACS & MARCS)	-	-	25,000	-	25,000
	Tools and Misc. Equipment	15,000	20,000	20,000	25,000	25,000
	Fire Station Renovations / Demolition	15,000	-	15,000	-	15,000
	New Computers and Equipment	3,000	-	6,000	-	8,000
	Air Compressor - Shared Exp with Amb. Operating	-	50,000	-	-	-
	Air Packs - Shared Exp. with Amb. Operating	60,000	-	60,000	-	70,000
	<i>Fire Operating Totals</i>	\$ 118,000	\$ 96,000	\$ 153,000	\$ 78,000	\$ 173,000

POLICE

250.2500.55000	Equipment Upgrades	17,500	18,000	18,500	19,000	19,500
	New Patrol Vehicle	-	45,000	-	50,000	-
	Equipment for New Patrol Vehicles	-	17,000	-	17,000	-
	<i>Police Totals</i>	\$ 17,500	\$ 80,000	\$ 18,500	\$ 86,000	\$ 19,500

<i>Special Revenue Funds Totals: \$ 372,500 \$ 334,000 \$ 346,500 \$ 272,000 \$ 389,500</i>						
--	--	--	--	--	--	--

ENTERPRISE FUNDS

	<u>WATER</u>		<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
501.5300.55000	F-450 Dump Truck		36,000	-	-	-	-
	New Box Utility Truck		36,000	18,000	-	-	-
	Industrial Pipe Saw		10,000	-	-	-	-
	6 New 5-1/4 Fire Hydrants		12,000	-	14,000	-	14,000
	Chlorine Analyzer		4,500	-	-	-	-
	Pipe locator with GPS Cap		10,000	-	-	-	-
	Technology Upgrades		7,000	-	8,000	-	10,000
	Water Totals	\$	115,500	\$ 18,000	\$ 22,000	\$ -	\$ 24,000
	 <u>WASTEWATER</u>						
502.5400.55000	Primary Clarifier		-	180,000	-	-	-
	Bio-Tower Pump		10,000	-	-	-	-
	Primary Clairifier #2 ARF & Grant		98,500	-	-	-	-
	Utility Crane Truck		-	45,000	-	-	-
	Equipment Storage Building		-	65,000	65,000	-	-
	Technology Upgrades		7,000	-	8,000	-	10,000
	Wastewater Totals	\$	115,500	\$ 290,000	\$ 73,000	\$ -	\$ 10,000
	 <u>SWIMMING POOL</u>						
Pool Capital Savings - 505.3400.55001	Pool Liner Savings		40,000	-	-	-	-
Capital Improvements - 505.3400.5500	Pool Upgrades		6,000	20,000	6,000	15,000	7,000
	Swimming Pool Totals	\$	46,000	\$ 20,000	\$ 6,000	\$ 15,000	\$ 7,000
	 <u>CEMETERY</u>						
510.2100.55000	Barn		-	30,000	-	-	-
	Mower		14,000	-	-	-	-
	Dump Truck		80,000	-	-	-	-
	Backhoe		-	-	20,000	20,000	20,000
	Utility Cart		-	-	20,000	-	-
	Attachments / Accessories		-	-	5,000	-	-
	Cemetery Totals	\$	94,000	\$ 30,000	\$ 45,000	\$ 20,000	\$ 20,000

<u>WATERWORKS CAPITAL IMPROVEMENT</u>		<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
550.5500.55000	Mainline Valve Replacement	3,500	3,700	3,900	4,100	4,300
Waterworks Capital Improvement Totals		\$ 3,500	\$ 3,700	\$ 3,900	\$ 4,100	\$ 4,300
<u>WASTEWATER EQUIPMENT REPLACEMENT</u>						
561.5610.55506	Equipment Rehab - Drying Bed Rehab	10,000	10,300	10,600	10,600	11,000
Wastewater Equipment Replacement Totals		\$ 10,000	\$ 10,300	\$ 10,600	\$ 10,600	\$ 11,000
Enterprise Funds Total		\$ 384,500	\$ 372,000	\$ 160,500	\$ 49,700	\$ 76,300
Total (All Funds)		\$ 984,000	\$ 888,500	\$ 611,500	\$ 458,700	\$ 663,800

DEFINITIONS

City Council	Technology Updates - For the purchase of a technology updates such as new iPads or other similar devices. Paid by General Fund.
City Manager	Technology Updates - For the purchase of a technology updates such as new iPads or other similar devices. Paid by General Fund.
Finance	Software Support - Yearly financial software support for accounts payable, accounts receivable, payroll, cashier, water, and sewer. Does not include hardware support or maintenance of the hardware. Paid for by the General Fund. Network Server Protection - Provide security for the City's network server. Paid for by the General Fund. Computer Replacement - Purchase of new computers as the average life span of a computer is 3 to 5 years. Paid for by the General Fund. SSI Utility Upgrade - Upgrade remaining users to VIP for smoother, quicker, and more efficient operations at the City Building. Paid for by the General Fund.
Planning	City Wide Enhancements - For the purpose of purchasing various items, such as benches, flower baskets, trash receptacles, etc., to visually enhance the city. Paid for by grants and/or General Fund Drone & Related Items - Purchase drone, and drone training, for city planning purposes and pay for Planning Director's license to fly the drone. Paid for by grants and/or General Fund dollars.
Parks	Shelter House Upgrades - Miscellaneous upgrades to actual structure, contents of the structure, and/or accessory uses of the structure such as the parking lot. Paid for by the General Fund. Playground Equipment - Purchase and/or upgrades of playground equipment and/or fall protection. Paid for by the General Fund and/or grant funds. Park Upgrades - Purchase Benches, Tables, and other miscellaneous items for general City Parks improvements. Paid for by the General Fund and/or grant funds. Utility Cart - Purchase Utility Cart to assist with job tasks. Paid for by the General Fund and/or financing. Bike Path Equipment - Purchase equipment needed for ongoing maintenance of the bike trail. Paid for by the General Fund. Bucket Truck - Needed for the trimming and/or removal of trees and to Service traffic lights. Paid for with Street Funds, General Funds, and/or bank financing.
Lands & Buildings	City Garage Hand Tools - Replace various broken/worn out mechanic tools. Paid for by the General Fund. City Garage Truck - Purchase small 4x4 truck for Public Works Department. Paid for by the General Fund and/or financing. City Garage Upgrades - Upgrade old section of City Garage. Paid for by the General Fund and/or financing.
Mayor's Court	Miscellaneous Operational Items - Purchase various items such as a laptop, hand-held security cameras, and other items needed for Court operations. Paid for by the General Fund.
Streets	Street Painting Equipment - Replace current street and curb painting equipment. Paid for by Street Funds (Non-Levy). Snow Plow - Purchase new Snow Plow for increased operational performance. Paid for by Street Funds (Non-Levy) Bucket Truck - Needed for the trimming and/or removal of trees and to Service traffic lights. Paid for with Street Funds, General Funds, and/or bank financing.
Emergency Ambulance Capital	Future New Ambulance - Save for the purchase of a new ambulance. Paid for by EMS/Fire, General funds, loans, and/or grant funds.
Emergency Ambulance Operating	Fire Station Renovations/Demolition - Updates to Fire Station to improve employee comfort and operations. Demo current sub-station when relocated to current City Building. Paid for by Fire/EMS funds and/or grant funds. Air Packs - Purchase Air Packs in years 2022, 2024, and 2026. Paid for by Fire/EMS funds and/or grant funds. Air Compressor - Purchase air compressor in 2023. Paid for by Fire/EMS funds and/or grant funds. New Computers and Equipment - Purchase new computers for the Fire Station. Paid for by Fire funds and/or grant funds. Save for New Fire Engine - Saving of Fire funds to purchase a new Fire Rescue Engine. Paid for by Fire Funds and/or grant funds.
Fire Capital	Save for New Fire Engine - Saving of Fire funds to purchase a new Fire Rescue Engine. Paid for by Fire Funds and/or grant funds.
Fire Operating	New Structural Firefighting Gear - Purchase 5 new sets Turn Out Gear as old gear expires. We need to purchase 5 sets each year as old gear expires. Paid for by Fire funds and/or grant funds. New Power Tools - Purchase new power tools such as jaws of life, spreaders and rams. Paid for by Fire funds and/or grant funds. Radio Upgrades (EDACS & MARCS) - Maintain and upgrade radio equipment for hand held radios. Paid for by Fire funds and/or grant funds. Tools and Misc. Equipment - Purchase new hand tools and equipment for the fire engine and truck. Paid by the Fire/EMS funds and/or grant funds. Fire Station Renovations/Demolition - Updates to Fire Station to improve employee comfort and operations. Demo former police sub-station. Paid for by Fire/EMS funds and/or grant funds. New Computers and Equipment - Purchase new desktop computers, or other similar items, for the Fire Station. Paid for by Fire funds and/or grant funds. Air Compressor - Purchase air compressor in 2023. Paid for by Fire/EMS funds and/or grant funds. Air Packs - Purchase Air Packs in years 2022, 2024, and 2026. Paid for by Fire/EMS funds and/or grant funds.
Police	Equipment Upgrades - Includes computers & software; Tasers; patrolman equipment; and equipment needed to process crime scenes. Paid for by the Police Levy. New Vehicles - Purchase police cruisers. Paid for by the Police Levy. Equipment for New Patrol Vehicles - Items necessary to outfit the new cruisers. Paid for by the Police Levy.
Water	F-450 Dump Truck - Replace the current 2001 dump truck with new truck. Dump body on current truck to be transferred to new truck. Paid for by Water fund. New Box Utility Truck - Replace the current worn out van. A utility style box truck will better serve the Water Dept. Payable utilizing a 3 year low interest loan. Industrial Pipe Saw - This saw is designed to cut through pipes in a confined space. It would be used in various projects including mainline breaks, mainline replacements and mainline valve replacements. 6 New 5-1/4 Fire Hydrants - Necessary for replacing hydrants that are out of service or cost more to repair. Paid for by the water fund. Chlorine Analyzer - Purchase in 2022. Paid for with Water funds. Pipe Locator with GPS Cap - Purchase in 2022. Paid for with Water funds. Technology Upgrades - Update Utility Clerk's water meter software to a web-based system. Cost shared with Wastewater.
Wastewater	Primary Clarifier - Clarifier will have been utilized past its useful life and will need replaced. Paid for by Wastewater Fund, American Rescue Plan (ARP) funds, grant money, and/or bank financing. Bio-Tower Pump - Replace with new pump. Paid for by Wastewater Fund. Primary Clarifier #2 ARF & Grant - Clarifier will have been utilized past its useful life and will need replaced. Paid for by Wastewater Fund, American Rescue Plan (ARP) funds, grant money, and/or bank financing. Utility Crane Truck - Purchase replacement truck with crane attachment. Paid for by Wastewater Funds. Equipment Storage Building - Construction of new heated building to store equipment such as the new Vac-Con Truck. Bank financed over a two-year period; Repaid by Wastewater Funds. Technology Upgrades - Update Utility Clerk's water meter software to a web-based system. Cost shared with Water.
Swimming Pool	Pool Liner - Completely line the pool floor to stop leaks from cracks and biannual Painting. Purchase in 2021. Paid with Pool funds and/or General Fund Pool Upgrades - Replace entryway floor, Wireless sound system, Exterior Lighting, to enhance visual appeal, Men's changing station, sound quality and safety. Purchase in 2021 with Pool funds.
Cemetery	Barn - Replace old barn. Paid for by the Cemetery Fund and/or General Fund. Mower - Replace mower. Paid for by Cemetery Fund and/or General Fund. Dump Truck - Purchase new dump truck. Bank finance with payments from Cemetery Fund and/or General Fund. Backhoe - Replace 20 year old backhoe. Paid for by Cemetery Fund and/or General Fund. Utility Cart - Replace utility cart. Paid for by Cemetery Fund and/or General Fund. Attachments / Accessories - Purchase of various equipment and snow plow. Paid for by Cemetery Fund and/or General Fund.
Waterworks Capital Improvement	Mainline Valve Replacement - Set funds aside to start replacement of mainline water valves. Paid by Water Fund.
Wastewater Equipment Replacement	Drying Bed Rehab - Install concrete into existing drying bed in order to load pressed sludge on and off the beds. Paid by Wastewater Fund.



ORDINANCE 2021-33

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS OF OVER TWENTY THOUSAND DOLLARS (\$20,000) AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR THE PURCHASE OF A WOOD CHIPPER

WHEREAS, the City’s current wood chipper is 25 years old and undersized for municipal tree work, and has exceeded its useful life; and

WHEREAS, the current wood chipper has a 6" chipping capacity but will no longer accept a 3" to 4" tree limb; and

WHEREAS, the purchase of a new wood chipper was approved in the 2021-2025 Capital Improvement Plan (CIP); and

WHEREAS, the new wood chipper will be a Vermeer BC1000XL with a GM 3L Gas, 89hp engine, and have a 12” chipping capacity; and

WHEREAS, the City will purchase the wood chipper through Ohio State Contract #800802 for \$35,000.00, which exceeds the City Manager’s monetary threshold for entering into contracts.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEW CARLISLE, OHIO that:

Section 2: The City Manager be, and he hereby is, authorized to sign a contract for the purchase of a new wood chipper. The dollar amount of said purchase is not to exceed Thirty-Five Thousand Dollars (\$35,000.00)

Section 2: Seventeen Thousand Five Hundred (\$17,500.00) will be debited from both the Parks Department and Street Department to fund this purchase.

Passed this _____ day of _____, 2021.

Mike Lowrey, MAYOR

Emily Berner, CLERK

APPROVED AS TO FORM:

Jake Jeffries, DIRECTOR OF LAW

Intro: 08/16/2021
Action: 09/07/2021
Effective: 09/23/2021

	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

BC1000XL GAS BRUSH CHIPPER



SMARTFEED. A patented feedsensing control system which monitors engine rpm and automatically stops and reverses feed rollers when feeding large, hardwood material. With a simple switch, an operator can choose between three rpm droop settings to fit the specific job application.



ELECTRONIC FUEL INJECTION (EFI) ENGINE. An 89 hp (66 kW) EFI GM engine performs well during cold-weather starts, provides improved fuel economy over comparable carbureted gas engines and increased/faster engine response under load.

ECOIDLE™

ECOIDLE™ ENGINE CONTROL SYSTEM. The Ecolidle engine control system can help consume less fuel if the feeding process has frequent interruptions, and also aid in noise reduction.



LARGE FEED OPENING. The BC1000XL features a 12" (30.5 cm) tall and 17" (43.2 cm) wide infeed opening. This design can help boost productivity by decreasing the amount of trim cuts needed prior to processing.



EXTENDED WARRANTY. The 3-year/3000-hour extended limited warranty on drum housing, cutter drum, shaft and hubs offers you peace of mind, in addition to the 1-year/1000-hour Vermeer equipment limited warranty.



CLUTCHLESS PTO. The throttle integrated with the belt drive engagement process helps ensure that the PTO can only be engaged while the engine is at low idle/low rpm. Automatically, the engine throttles up to full rpm after the belt drive is fully engaged. This system helps to reduce premature wear to the belt drive system by preventing high idle engagement of the cutter drum.



VERMEER.COM



**EQUIPPED TO
DO MORE.™**

BC1000xl GAS BRUSH CHIPPER

GENERAL DIMENSIONS AND WEIGHTS

Length: 12.5' (3.8 m)

Height: 101" (256.5 cm)

Width: 66.5" (168.9 cm)

Weight: 4680 lb (2122.8 kg)

ENGINE OPTION

Make and model: GM 3L electronic fuel injection

Horsepower: 89 hp (66 kW)

Max torque: 142 ft-lb (192.5 Nm)

Fuel tank: 20 gal (75.7 L)

Fuel type: Unleaded and E10 gasoline

Number of cylinders: 4

Cooling medium: Liquid cooled

Clutch type: Clutchless PTO

FEED SYSTEM

Chipping capacity: 12" (30.5 cm)

Infeed opening height: 12" (30.5 cm)

Infeed opening width: 17" (43.2 cm)

Feed table length: 32" (81.3 cm)

Feed table height: 26" (66 cm)

Feed roller style: Horizontal

Feed speed: 118 fpm (36 m/min)

DRUM/DISK CUTTING SYSTEM

Disc/Drum speed: 2220 rpm

Drum size: 20" (50.8 cm) diameter

Drum thickness: .4" (10.6 mm)

Knives: 2 knives – 6" x 4.5" x 9" (1.6 cm x 11.4 cm x 22.9 cm)

Bedknife: 4 sided – 3.5" x 17.3" (8.9 cm x 43.8 cm)

Clutch: Clutchless PTO

DISCHARGE SYSTEM

Discharge height: 101" (256.5 cm)

Degree of rotation: 270 deg

HYDRAULIC SYSTEM

Hydraulic tank: 7 gal (26.5 L)

CHASSIS

Frame: .25" x 7" (.6 cm x 17.8 cm) Z-channel

Tires: ST235/80/R16 Load Range E

Axle/Suspension: 5200 lb (2358.7 kg) Dexter rubber torsion

Optional axle/suspension: 7000 lb (3175.1 kg)

Hitch: Pintle

OTHER OPTIONS

Special paint: Optional

Extended warranty: Optional

NOTES:

Vermeer Corporation reserves the right to make changes in engineering, design and specifications; add improvements; or discontinue manufacturing at any time without notice or obligation. Equipment shown is for illustrative purposes only and may display optional accessories or components. Please contact your local Vermeer dealer for more information on machine specifications. Vermeer, the Vermeer logo, Equipped to Do More and Ecolde are trademarks of Vermeer Manufacturing Company in the U.S. and/or other countries.
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Vermeer



EQUIPPED TO
DO MORE.



STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

S & L GOVERNMENT PRICING SCHEDULE

SCHEDULE NUMBER: 800802

EFFECTIVE DATES: 08/01/2019 TO 04/30/2022

The Department of Administrative Services has completed the evaluation and analysis of the State Term Schedule (STS) offering submitted by the Contractor as listed herein. The Contractor listed herein has been determined to provide competitive, economical and reasonable pricing for the items contained in their offer. The respective offer, including the Standard Contract Terms & Conditions, any proposal amendment, special contract terms & conditions, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this State Term Schedule.

This State Term Schedule is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Schedule is renewed, terminated, or cancelled in accordance with the Standard Contract Terms and Conditions.

This State Term Schedule is available to all state agencies, state institutions of higher education and political subdivisions properly registered as members of the Cooperative Purchasing Program of the Department of Administration Services, as applicable.

Agencies are eligible to make purchases of the supplies and/or services in any amount and at any time as determined by the agency (see maximum order limit). The State makes no representation or guarantee that agencies will purchase the supplies and/or services approved in the State Term Schedule.

State agencies may make purchases under this State Term Schedule up to \$2500.00 using the state of Ohio payment card. Any purchases that exceed \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency

This State Term Schedule and any Amendments thereto are available from the DAS website at the following address: <http://procure.ohio.gov>.

Vermeer Manufacturing Company & SUB

STATE TERM SCHEDULE

Index No. STS515

Eff. Date 08/01/2019

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

CONTRACTOR, PRICES, TERM SCHEDULE, ETC.

Contractor:

Remit To:

OAKS Contract ID:

Contractor does not accept POs
Vermeer Manufacturing Company & SUB
1210 Vermeer Rd. East
Plant 1, P.O. Box 200
Pella, IA 50219

0000211496

Contractor Contacts:

Mr. Chad Tousey

Telephone: (641) 621-8531

Fax: (641) 621-8185

Email: ctousey@vermeer.com

Delivery:

30 Days A.R.O.- F.O.B. Destination

Terms:

Net 30 Days

Basic Order Limitations (Agencies should contact Procurement Services when they expect to exceed the Maximum Order Limitation.)

Minimum: \$15.00

Maximum: Stump Cutter = \$150,000.00; Brush Chipper = \$180,000.00

APPROVED PRODUCTS/SERVICES: Only those vendors, products, or services as listed in the price pages, approved by the Office of Procurement Services, may be purchased from this State Term Schedule. Any vendors, prices, terms, conditions, products or services not listed in the approve price sheets are outside the scope of this schedule.

MANDATORY USE CONTRACTS: All General Distribution Contracts (GDC), Limited Distribution Contracts (LDC), Multiple Award Contracts (MAC), and Request for Proposals (RFP) take precedence over this State Term Schedule (STS). This STS is only for governmental entities without a mandatory use contract.

EXCLUDED ITEMS: (State Agencies Only) in accordance with the Ohio Revised Code Section 5147.07, 125.60, through 125.6012, 5119.16 and 3304.28 through 3304.33 state agencies are required to purchase through Ohio Penal Industries (OPI); Community Rehabilitation Programs (CRP); Department of Mental Health and Addiction Services and Pharmacy Services (MHAS); and Opportunities for Ohioans with Disabilities (OOD). State agencies must obtain a waiver from OPI, CRP, DMHAS, Pharmacy Services, and/or OOD to procure from this schedule.

SPECIAL NOTE: The state of Ohio including but not limited to its agencies, boards, commissions, departments, state universities, state vocational schools, state community colleges of Ohio, and any entity authorized by law to use this State Term Schedule (STS) is not obligated to procure any products or services from this STS. This STS shall not be construed to prevent the state from purchasing products or services using other procurement methods as authorized by law.

NOTICE TO CONTRACTOR / VENDOR: It is the responsibility of the contractor's contact to maintain this State Term Schedule with current information. All updates i.e., telephone numbers, contact names, email addresses, tax identification number, prices, and catalogs etc., are required to be processed through the formal amendment authorization process which is initiated by way of a written request from the contractor's contact.

UNSPSC CODES (OAKS Category ID) and Item Descriptions:

All purchase orders placed against this contract shall use the following UNSPSC Codes when completing requisitions.

21101700 - Agricultural machinery for harvesting

Brush Chippers, Stump Cutters, Compact Skid Steers

NOTES:

Current pricelist is dated 08/01/2019
Discount (included in pricelist) is 14%

Dealer Index

Dealer Name & Address

Remit To:

OAKS Contract ID:

0000087568
Vermeer Heartland Inc
2574 US 22 NW
Washington CH, OH 43160

800802-2



Dealer's Contact:

Name	Phone	Fax	Email Address
Mr. Craig Butts	(740) 335-8571	(740) 335-1926	cbutts@vermeerhl.com

Dealer Name & Address

Remit To:

OAKS Contract ID:

0000247091
Vermeer Mid Atlantic, LLC
2389 Medina Road
Medina, OH 44256

800802-1



Dealer's Contact:

Name	Phone	Fax	Email Address
Mr. Eric Holby	(330) 723-8383	(330) 723-4635	eric.holby@vermeermidatlantic.com

**STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
STATE TERM SCHEDULE – S&LG-BASED**

THIS CONTRACT is between the STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE SERVICES ("DAS"), GENERAL SERVICES DIVISION, OFFICE OF STATE PURCHASING, ON BEHALF OF THE STATE OF OHIO ("State"), with offices at 4200 Surface Road, Columbus, OH 43228 – 1395 and

_____ ("Contractor")
with Office(s) at _____.

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- I. Contract Compliance Provisions
- II. Parties to the Contract
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- VIII. General Provisions

EXHIBITS

Exhibit 1 Contractor's Price List

BACKGROUND

The State recognizes that it is sometimes advantageous to do business with some manufacturers under a State term contract rather than through a competitive bidding or proposal process. In such cases, the State will enter into a contract with the manufacturer provided that the manufacturer offers its goods and ancillary services at the same prices that the manufacturer offers those goods and services to its distributors, or if the manufacturer has no distributors, the prices that the manufacturer offers to its similarly situated most favored customers for each product or service.

The State also recognizes that some manufacturers work primarily through dealers for various reasons, including offering customer's better support through dealers that have a local presence in the service area. Because of this, the State may sometimes agree to work directly with a manufacturer's dealers. But, if the Contractor is not the manufacturer of the goods or services under this contract, the Contractor must submit a letter from the manufacturer that assures the State that the Contractor will have sufficient quantities of the offered products for the duration of the Contract and any extensions to meet the State's needs under the Contract and that the Contractor is an authorized dealer in the manufacturer's goods or services. The letter must identify each product or service that the Contractor will supply under this Contract. The letter must also contain an assurance of the availability through the dealer of repair and spare parts for equipment covered by this Contract for five (5) years from the date of purchase. It must also contain an assurance that software maintenance will be available under the terms of this Contract either from the dealer or the manufacturer for six (6) years from the date of acceptance. (This assurance is not necessary for PC and PC-based server software with a permanent license fee of less than \$5,000.00 per copy.) The manufacturer's letter must be signed by an authorized official of the manufacturer and submitted with the executed copies of this Contract.

This state term contract (the "Contract") establishes terms and conditions under which a State agency (including any board, instrumentality or other political body) or political subdivision may acquire the Contractor's goods or services at the Contractor's best pricing. But this Contract only permits such; it in no manner obligates any State agency to do so.

STANDARD TERMS & CONDITIONS

I. CONTRACT TERM PROVISIONS:

- A. APPROPRIATION OF FUNDS.** The State of Ohio's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding for the payments or any other obligations due by the State under this Contract, the State will be released from its obligations on the date funding expires.

The current General Assembly cannot commit a future General Assembly to an expenditure. Therefore, this Contract will automatically expire at the end of the current applicable biennium. The State may renew this Contract in the next biennium by issuing written notice to the Contractor or by actions of the State of the decision to do so.

- B. OBM CERTIFICATION.** None of the rights, duties, or obligations in this Contract will be binding on the State, and the Contractor will not begin its performance, until all the following conditions have been met:
1. All statutory provisions under the Ohio Revised Code, including Section 126.07, have been met.
 2. All necessary funds are made available by the appropriate state agencies.
 3. If required, approval of this Contract is given by the Controlling Board of Ohio; and
 4. If the State is relying on Federal or third-party funds for this Contract the State gives the Contractor written notice that such funds have been made available.

C. TERMINATION / SUSPENSION.

1. **Contract Termination.** If Contractor fails to perform any one of its obligations under this Contract, it will be in default and the State may terminate this Contract in accordance with this section. The termination will be effective on the date delineated by the State.
 - a. **Termination for Default.** If Contractor's default is unable to be cured in a reasonable time, the State may terminate the Contract by written notice to the Contractor.
 - b. **Termination for Unremedied Default.** If Contractor's default may be cured within a reasonable time, the State will provide written notice to Contractor specifying the default and the time within which Contractor must correct the default. If Contractor fails to cure the specified default within the time required, the State may terminate the Contract. If DAS does not give timely notice of a default to Contractor, the State has not waived any of the State's rights or remedies concerning the default.
 - c. **Termination for Persistent Default.** The State may terminate this Contract by written notice to Contractor for defaults that are cured, but are persistent. "Persistent" means three or more defaults. After the State has notified Contractor of its third default, the State may terminate this Contract without providing Contractor with an opportunity to cure, if Contractor defaults for a fourth time. The four defaults are not required to be related to each other in any way.
 - d. **Termination for Endangered Performance.** The State may terminate this Contract by written notice to the Contractor if the State determines that the performance of the Contract is endangered through no fault of the State.
 - e. **Termination for Financial Instability.** The State may terminate this contract by written notice to Contractor if a petition in bankruptcy or similar proceeding has been filed by or against the Contractor.
 - f. **Termination for Delinquency, Violation of Law.** The State may terminate this Contract by written notice, if it determines that Contractor is delinquent in its payment of federal, state or local taxes, workers' compensation, insurance premiums, unemployment compensation contributions, child support, court costs or any other obligation owed to a state agency or political subdivision. The State also may cancel this Contract, if it determines that Contractor has violated any law during the performance of this Contract. However, the State may not terminate this Contract if the Contractor has entered into a repayment agreement with which the Contractor is current

- g. **Termination for Subcontractor Default.** The State may terminate this contract for the default of the Contractor or any of its subcontractors. The Contractor will be solely responsible for satisfying any claims of its subcontractors for any suspension or termination and will indemnify the State for any liability to them. Subcontractors will hold the State harmless for any damage caused to them from a suspension or termination. The subcontractors will look solely to the Contractor for any compensation to which they may be entitled.
 - h. **Termination for Failure to Retain Certification.** Pursuant to O.R.C. Section 123.151 and 123.152 of the Revised Code, the State may certify businesses for participation in state sponsored business assistance programs. After certification is obtained it is the responsibility of the Contractor to maintain certification. If the Contractor is awarded a contract pursuant to a certification program and fails to renew its certification and/or is decertified, the State may immediately cancel the contract.
 - i. **Termination for Convenience.** The State may terminate this Contract for its convenience after issuing written notice to the Contractor. If the termination is for the convenience of the State, the Contractor will be entitled to compensation for any Deliverable that the Contractor has delivered before the termination. Such compensation will be the Contractor's exclusive remedy in the case of termination for convenience and will be available to the Contractor only after the Contractor has submitted a proper invoice for such, with the invoice reflecting the amount determined by the State to be owing to the Contractor.
 - j. **Termination, Effectiveness, Contractor Responsibilities.** The notice of termination whether for cause or without cause will be effective as soon as Contractor receives it. Upon receipt of the notice of termination, Contractor will immediately cease all work on the Project, if applicable, and refuse any additional orders and take all steps necessary to minimize the costs the Contractor will incur related to this Contract. The Contractor will immediately prepare a report and deliver it to the State. The report must detail either the work completed at the time of termination or the orders received and not processed prior to termination, and if applicable, the percentage of the Project's completion, estimated time for delivery of all orders received prior to termination, any costs incurred by the Contractor in doing the Project to date and any deliverables completed or partially completed but not delivered to the State at the time of termination. Any and all work, whether completed or not, will be delivered to the State along with the specified report. However, if delivery in that manner would not be in the State's interest, then the Contractor will propose a suitable alternate form of delivery.
2. **Contract Suspension.** If Contractor fails to perform any one of its obligations under this Contract, it will be in default and the State may suspend rather than terminate this Contract where the State believes that doing so would better serve its interest.

In the case of a suspension for the State's convenience, the amount of compensation due to the Contractor for work performed before the suspension will be determined in the same manner as provided in this section for termination for the State's convenience or the Contractor may be entitled to compensation for work performed before the suspension, less any damage to the State resulting from the Contractor's breach of this Contract or other fault.

The notice of suspension, whether with or without cause, will be effective immediately on the Contractor's receipt of the notice. The Contractor will immediately prepare a report and deliver it to the State as is required in the case of termination.

II. CONTRACT REMEDIES:

- A. **ACTUAL DAMAGES.** Contractor is liable to the State of Ohio for all actual and direct damages caused by Contractor's default. The State may buy substitute supplies or services, from a third party, for those that were to be provided by Contractor. The State may recover the costs associated with acquiring substitute supplies or services, less any expenses or costs saved by Contractor's default, from Contractor.
- B. **LIQUIDATED DAMAGES.** If actual and direct damages are uncertain or difficult to determine, the State may recover liquidated damages in the amount of 1% of the value of the order, deliverable or milestone that is the subject of the default, for every day that the default is not cured by the Contractor.
- C. **DEDUCTION OF DAMAGES FROM CONTRACT PRICE.** The State may deduct all or any part of the damages resulting from Contractor's default from any part of the price still due on the contract, upon prior written notice being issued to the Contractor by the State.

III. PAYMENT PROVISIONS:

A. INVOICE REQUIREMENTS. The Contractor must submit an original invoice with three (3) copies to the office designated in the purchase order as the "bill to" address. To be a proper invoice, the invoice must include the following information:

1. The purchase order number authorizing the delivery of products or services.
2. A description of what the Contractor delivered, including, as applicable, the time period, serial number, unit price, quantity, and total price of the products and services. If the invoice is for a lease, the Contractor must also include the payment number (e.g., 1 of 36).

If an authorized dealer has fulfilled the purchase order, then the dealer's information should be supplied in lieu of the Contractor's information.

B. PAYMENT DUE DATE. Payments under this Contract will be due on the 30th calendar day after the date of actual receipt of a proper invoice in the office designated to receive the invoice, or the date the services is delivered and accepted in accordance with the terms of this Contract. The date of the warrant issued in payment will be considered the date payment is made. Interest on late payment will be paid in accordance with O.R.C. Section 126.30

IV. CONTRACTOR WARRANTY AND LIABILITY PROVISIONS:

A. CONTRACTOR'S WARRANTY AGAINST AN UNRESOLVED FINDING FOR RECOVERY. Contractor warrants that it is not subject to an unresolved finding for recovery under O.R.C. 9.24. If the warranty was false on the date the parties signed this Contract, the Contract is void *ab initio*.

B. GENERAL REPRESENTATIONS AND WARRANTIES. The Contractor warrants that the recommendations, guidance, and performance of the Contractor under this Contract will:

1. Be in accordance with the sound professional standards and the requirements of this Contract and without any material defect.
2. No Deliverable will infringe on the intellectual property rights of any third party.
3. All warranties are in accordance with Contractor's standard business practices attached.
4. That the Deliverables hereunder are merchantable and fit for the particular purpose described in this contract. **Additionally**, with respect to the Contractor's activities under this Contract, the Contractor warrants that:
 5. The Contractor has the right to enter into this Contract.
 6. The Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform under this Contract.
7. The Contractor will observe and abide by all applicable laws and regulations, including those of the State regarding conduct on any premises under the State's control.
8. The Contractor has good and marketable title to any goods delivered under this Contract and which title passes to the State.
9. The Contractor has the right and ability to grant the license granted in Deliverable in which title does not pass to the State.

If any work of the Contractor or any Deliverable fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor will correct such failure with all due speed or will refund the amount of the compensation paid for the Deliverable. The Contractor will also indemnify the State for any direct damages and claims by third parties based on breach of these warranties.

C. INDEMNITY. The Contractor will indemnify the State for any and all claims, damages, law suits, costs, judgments, expenses, and any other liabilities resulting from bodily injury to any person (including injury resulting in death) or damage to property that may arise out of or are related to Contractor's performance under this Contract, providing such bodily injury or property damage is due to the negligence of the Contractor, its employees, agents, or subcontractors.

The Contractor will also indemnify the State against any claim of infringement of a copyright, patent, trade secret, or similar intellectual property rights based on the State's proper use of any Deliverable under this Contract. This obligation of indemnification will not apply where the State has modified or misused the Deliverable and the claim of infringement, is based on the modification or misuse. The state agrees to give the Contractor notice of any such claim as soon as reasonably practicable and to give the Contractor the authority to settle or otherwise defend any such claim upon consultation with and approval by the Ohio Attorney General's Office. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor will take one (1) of the following four (4) actions:

1. Modify the Deliverable so that is no longer infringing.
2. Replace the Deliverable with an equivalent or better item.
3. Acquire the right for the State to use the infringing Deliverable as it was intended for the State to use under this Contract; or
4. Remove the Deliverable and refund the fee the State paid for the Deliverable and the fee for any other Deliverable that required the availability of the infringing Deliverable for it to be useful to the State.

D. LIMITATION OF LIABILITY. Notwithstanding any limitation provisions contained in the documents and materials incorporated by reference into this contract, the parties agree as follows:

1. Neither party will be liable for any indirect, incidental or consequential loss or damage of any kind including but not limited to lost profits, even if the parties have been advised, knew, or should have known of the possibility of damages.
2. The contractor further agrees that the contractor shall be liable for all direct damages due to the fault or negligence of the contractor.

V. GENERAL PROVISIONS:

A. AMENDMENTS. No amendment or modification of this Contract will be effective unless it is in writing and issued by DAS.

B. ANTITRUST ASSIGNMENT TO THE STATE. Contractor assigns to the state of Ohio, through the Department of Administrative Services, all of its rights to any claims and causes of action the Contractor now has or may acquire under state or federal antitrust laws if the claims or causes of action relate to the supplies or services provided under this Contract. Additionally, the state of Ohio will not pay excess charges resulting from antitrust violations by Contractor's suppliers and subcontractors.

C. ASSIGNMENT/DELEGATION. The Contractor will not assign any of its rights nor delegate any of its duties under this Contract without the written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.

D. AUDITS. The Contractor must keep all financial records in a manner consistent with generally accepted accounting principles. Additionally, the Contractor must keep separate business records for this project, including records of disbursements and obligations incurred that must be supported by contracts, invoices, vouchers and other data as appropriate.

During the period covered by this Agreement and until the expiration of three (3) years after final payment under this Agreement, the Contractor agrees to provide the State, its duly authorized representatives or any person, agency or instrumentality providing financial support to the work undertaken hereunder, with access to and the right to examine any books, documents, papers and records of the Contractor involving transactions related to this Agreement.

The Contractor shall, for each subcontract in excess of two thousand five hundred dollars (\$2,500), require its subcontractors to agree to the same provisions of this Article. The Contractor may not artificially divide contracts with its subcontractors to avoid requiring subcontractors to agree to this provision.

The Contractor must provide access to the requested records no later than five (5) business days after the request by the State or any other party with audit rights. If an audit reveals any material deviation from the Contract requirements, any misrepresentations or any overcharge to the State or any other provider of funds for the Contract, the State or other party will be entitled to recover damages, as well as the cost of the audit.

E. CONFIDENTIALITY. The Contractor may learn of information, documents, data, records, or other material that is confidential in the performance of this Contract. The Contractor may not disclose any information obtained by it as a result of this Contract, without the written permission of the State. The Contractor must assume that all state information, documents, data, records or other material is confidential.

The Contractor's obligation to maintain the confidentiality of the information will not apply where it: (1) was already in the Contractor's possession before disclosure by the State, and it was received by the Contractor without the obligation of confidence; (2) is independently developed by the Contractor; (3) is or becomes publicly available without breach of this Contract; (4) is rightfully received by the Contractor from a third party without an obligation of confidence; (5) is disclosed by the Contractor with the written consent of the State; or (6) is released in accordance with a valid order of a court or governmental agency, provided that the Contractor (a) notifies the State of such order immediately upon receipt of the order and (b) makes a reasonable effort to obtain a protective order from the issuing court or agency limiting disclosure and use of the confidential information solely for the purposes intended to be

served by the original order of production. The Contractor will return all originals of any information and destroy any copies it has made on termination or expiration of this Contract.

The Contractor will be liable for the disclosure of any confidential information. The parties agree that the disclosure of confidential information of the State's may cause the State irreparable damage for which remedies other than injunctive relief may be inadequate, and the Contractor agrees that in the event of a breach of the obligations hereunder, the State shall be entitled to temporary and permanent injunctive relief to enforce this provision without the necessity of proving actual damages. This provision shall not, however, diminish or alter any right to claim and recover damages.

- F. CONTRACT CONSTRUCTION.** This Contract will be constructed in accordance with the plain meaning of its language and neither for nor against the drafting party.
- G. CONTRACTOR DISCLOSURE; LOCATION OF SERVICES, DATA.** As part of this Agreement, Contractor shall disclose the following:
1. The location(s) where all services will be performed; and
 2. The location(s) where any state data applicable to the contract will be maintained or made available; and
 3. The principal location of business for the contractor and all subcontractors.

Contractor shall not, during the performance of this Contract, change the location(s) of the country where the services are performed or change the location(s) of the country where the data is maintained or made available without prior written approval of the State.

- H. DRUG FREE WORKPLACE.** The Contractor agrees to comply with all applicable state and federal laws regarding drug – free workplace and shall make a good faith effort to ensure that all its employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- I. EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor will comply with all state and federal laws regarding equal employment opportunity, including O.R.C. Section 125.111 and all related Executive Orders.

Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be completed using the Ohio Business Gateway Electronic Filing website <http://business.ohio.gov/efiling/>. Contractor must verify compliance on an annual basis for the duration of any contract. Approved Affirmative Action Plans can be found by going to the Equal Opportunity Division's web site: <http://eodreporting.oit.ohio.gov/searchAffirmativeAction.aspx>

- J. USE OF EDGE VENDORS.** The State encourages Contractor to purchase goods and services from Encouraging Diversity, Growth, and Equity (EDGE) vendors.
- K. FORCE MAJEURE.** If the State or Contractor is unable to perform any part of its obligations under this Contract by reason of force majeure, the party will be excused from its obligations, to the extent that its performance is prevented by force majeure, for the duration of the event. The party must remedy with all reasonable dispatch the cause preventing it from carrying out its obligations under this Contract. The term "force majeure" means without limitation: acts of God; such as epidemics; lightning; earthquakes; fires; storms; hurricanes; tornadoes; floods; washouts; droughts; any other severe weather; explosions; restraint of government and people; war; strikes; and other like events; or any other cause that could not be reasonably foreseen in the exercise of ordinary care, and that is beyond the reasonable control of the party.
- L. GOVERNING LAW / SEVERABILITY.** This Contract shall be governed by the laws of the State of Ohio, and the venue for any disputes will be exclusively with the appropriate court in Franklin County, Ohio. If any provision of the Contract or the application of any provision is held by that court to be contrary to law, the remaining provisions of the Contract will remain in full force and effect
- M. HEADINGS.** The headings used in this Contract are for convenience only and will not affect the interpretation of any of the Contract terms and conditions.
- N. NOTICES.** For any notice under this Contract to be effective it must be made in writing and sent to the address of the appropriate contact provided elsewhere in the Contract.
- O. ORDER OF PRIORITY.** If there is any inconsistency or conflict between this document and any provision incorporated by reference, this document will prevail.
- P. PUBLICITY.** The Contractor will not advertise that it is doing business with the State or use this Contract as a marketing or sales tool without the prior, written consent of the State.

- Q. STRICT PERFORMANCE.** The failure of either party, at any time, to demand strict performance by the other party of any of the terms of this Contract will not be construed as a waiver of any such term, and either party may at any time demand strict and complete performance by the other party.
- R. SUBCONTRACTING.** The State, through the Department of Administrative Services, General Services Division, Office of Procurement Services recognizes that it may be necessary for the Contractor to use a subcontractor to perform a portion of the work under the Contract. In those circumstances, the Contractor shall submit a list identifying its subcontractors or joint venture partners performing portions of the work under the Contract. If any changes occur during the term of the Contract, the Contractor shall supplement its list of subcontractors or joint venture business partners. In addition, all subcontractors or joint venture business partners agree to be bound by all of the Terms and Conditions and specifications of the Contract. The State, through the Department of Administrative Services, General Services Division, Office of Procurement Services, reserves the right to reject any subcontractor submitted by the Contractor.
- S. SURVIVORSHIP.** All sections herein relating to payment, confidentiality, license and ownership, indemnification, publicity, construction warranties, limitations of warranties and limitations on damages shall survive the termination of this contract.
- T. TAXES.** The State is exempt from all state and local taxes and does not agree to pay any taxes.
- U. ELECTIONS LAW.** Contractor, by signature affixed on this document, hereby certifies that all applicable parties are in full compliance with O.R.C. Section 3517.13.

The Contractor is solely responsible to know the requirements and limitations set forth in O.R.C. Section 3517.13, and to comply with those requirements and restrictions. The Contractor shall not accept a Contract and/or any purchase order issued under the Contract if the Contractor is unable to certify compliance with all provisions set forth in O.R.C. Section 3517.13. If the Contractor is unable to certify such compliance and accepts a Contract and/or purchase order issued under the Contract, DAS shall deem the Contractor in breach. As such, DAS may deem the Contract invalid and immediately cancel the Contract. If DAS cancels the Contract and applicable purchase order(s), the Contractor will be subject to all legal remedies available to the Department of Administrative Services up to and including debarment from doing business with the State of Ohio. Also, any Contractor unable to certify compliance with O.R.C. Section 3517.13, that accepts the Contract and any purchase orders issued under the Contract, will be held financially liable for any additional costs incurred by the DAS or other governmental entities placing orders under the Contract. These additional costs include those costs associated with re-awarding the Contract and/or seeking replacement items related to the cancellation of the Contract and/or related purchase orders.

Additional information regarding Contribution Restrictions is available on the Office of Budget & Management's website at: www.obm.ohio.gov

SPECIAL TERMS AND CONDITIONS

I. CONTRACT COMPLIANCE PROVISIONS:

- A. CONTRACT COMPLIANCE.** The participating state agency and/or political subdivision that utilize this State Term Schedule will be responsible for the administration of the Contract and will monitor the Contractor's performance and compliance with the terms, conditions and specifications of the Contract. If an agency observes any infraction(s), such shall be documented and conveyed to the Contractor for immediate correction. If the Contractor fails to rectify the infraction(s), the agency will notify the State through the Department of Administrative Services, Office of Procurement Services, by executing a Complaint to Vendor (CTV) to help resolve the infraction(s). The State will apply the terms and conditions of the Termination provision of this Contract to resolve the infractions(s).
- B. CERTIFICATION OF ACCURACY.** The Contractor hereby certifies the following:
1. The Contractor's prices under this Contract are the best prices for which it or any of its distributors has sold each product or provided each service to any of its or its distributor's similarly situated most favored customers within the year before the date the Contractor executed this Contract and added the product or service to this Contract.
 2. If the Contractor has submitted a manufacturer's letter to certify that the Contractor is an authorized dealer for the manufacturer, the Contractor warrants that the information in the letter is accurate and that a duly authorized representative of the manufacturer signed the letter.

The Contractor further represents and warrants that all future pricing information submitted to revise this Contract would also be true, correct, current, accurate, and complete.

- C. CONTRACTOR QUARTERLY SALES REPORT.** The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales, to include both state agencies and political subdivisions, under this Contract by calendar quarter (e.g. January-March, April-June, July-September and October-December). The dollar value of the sale is the price paid by the Contract user for the products and/or services listed on the purchase order or other encumbering document, as recorded by the Contractor.

The Contractor will receive an email with a User ID and password and must report the quarterly dollar value of sales to the Department of Administrative Services (DAS) via the Internet using the web form at the Ohio DAS Contract Management Contractor Portal, <https://cm.ohio.gov/>. If no sales occur, the Contractor must show zero. The report must be submitted thirty (30) days following the completion of the reporting period. The Contractor is responsible for emailing the Analyst listed on page one of the contract with any company contact changes.

The Contractor shall also submit a close-out report within one hundred and twenty (120) days after the expiration of this Contract. The Contract expires upon the physical completion of the last outstanding task or delivery order of the Contract. The close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero "0" sales in the close-out report.

The Contractor must forward the Quarterly Sales Report to one of the following addresses,

For same day or overnight deliveries:

Huntington National Bank
ATTN: L-3686
7 Easton Oval
Columbus, OH 43219

All other deliveries may be sent to the following address:

Department of Administrative Services
L-3686
Columbus, OH 43260-3686

If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may suspend, terminate or cancel this Contract.

- D. CONTRACTOR REVENUE SHARE.** The Contractor must pay the Department of Administrative Services (DAS) a revenue share of the sales transacted under this contract. The Contractor must remit the revenue share in U.S. dollars within thirty (30) days after the end of the quarterly sales reporting period. The revenue share equals 0.75% of the total quarterly sales reported. Contractors must include the revenue share in their prices. The revenue share is included in the award price(s) and reflected in the total amount charged to ordering agencies which includes both state agencies and political subdivisions using this Contract.

The contractor must remit any monies due as the result of the close-out report at the time the close-out report is submitted to DAS. The Contractor must pay the revenue share amount due by check. To ensure the payment is credited properly, the Contractor must identify the check as a "Revenue Share" and include the Ohio Contract Management Remittance Report

The Contractor should make the check payable to: Treasurer, State of Ohio.

Use the following address for same day or overnight deliveries:

Huntington National Bank
ATTN: L-3686
7 Easton Oval
Columbus, OH 43219

All other deliveries may be sent to the following address:

Department of Administrative Services
L-3686
Columbus, OH 43260-3686

If the full amount of the revenue share is not paid within thirty (30) calendar days after the end of the applicable reporting period, the non-payment constitutes a contract debt to the State. The State may either initiate withholding or setting off payments or employ the remedies available under Ohio law for the non-payment of the revenue share.

If the Contractor fails to pay the revenue share in a timely manner, DAS may suspend, terminate or cancel this Contract.

- E. DELIVERABLES.** Attached as Exhibit 1 is the Contractor's price list for the products and services that the Contractor may provide to the State under this Contract. For convenience, those goods and services are referred to as "Deliverables" under this Contract. The Contractor may not provide any other goods or services under this Contract without an amendment to this Contract. Also, the Contractor may not charge any other prices for these Deliverables other than the prices on the Exhibit 1. If Exhibit 1 contains or incorporates by reference any terms or conditions other than a description of the scope of license for software, product/service description, and product/service prices, they are excluded from this Contract and are of no effect. The Contractor's price list attached as Exhibit 1 is identified as the following commercial price list(s).
- F. INSURANCE.** The Contractor will provide the following insurance coverage at its own expense throughout the term of this Contract:
1. Workers' compensation insurance, as required by Ohio law or the laws of any other state where work under this Contract will be done. The Contractor will also maintain employer's liability insurance with at least a \$1,000,000.00 limit.
 2. Personal injury, bodily injury, and property damage liability insurance, including automobile coverage, with personal injury and bodily injury of not less than \$1,000,000.00 combined single limit, and property damage of at least \$500,000.00 for any one (1) occurrence.

The Contractor will also furnish a certificate of insurance to the State for the required insurance evidencing coverage from an insurance carrier, or carriers authorized to do business in Ohio. The certificate must be in a form that is reasonably satisfactory to the State as to the contents of the policies and the quality of the insurance carrier(s). The policy shall also be endorsed to include a blanket waiver of subrogation and provide thirty (30) days notice to the State before cancellation.

- G. LEASES/FINANCING.** The State may elect to obtain equipment and software on a finance/lease basis subject to the terms of the state of Ohio, Department of Administrative Services, Master Financing Agreement (Revised 01/20/02) or the Master Lease Agreement (Revised 04/24/02), when the parties execute the applicable agreement.
- H. SPECIFIC CHANGES.** The Contractor will not sell to the State any notebook computers with less than a 1.2 GHz internal clock-speed. The Contractor will not sell to the State any PCs or servers using CPUs with less than a 1.6 GHz internal clock speed. All such items listed in the Contractor's Price List are deleted for purposes of this contract.

The Contractor will not offer to the State any products that are not year 2000 compliant. All such items listed in the Contractor's Price List are deleted for purposes of this contract.

II. PARTIES TO THE CONTRACT:

- A. DEALERS.** The State authorizes the Contractor to name one or more dealers to work with the State on behalf of the Contractor. But if the Contractor decides to use any dealers, the Contractor must submit the name, address, and telephone number of any such dealer, as well as the dealer's purchase order and payment address(s) and federal tax identification number. The Contractor must also submit a completed W9 form for each dealer it wishes to name under this section. The Contractor's submission must be on its official letterhead, signed by an authorized representative, and addressed to the Administrator, Office of State Purchasing.

In doing so, the Contractor warrants that:

1. The dealer has been given a copy of this Contract, and a duly authorized representative of the dealer has agreed, in writing, to be bound by the terms and conditions in this Contract.
2. Such agreement specifically provides that it is for the benefit of the State as well as the Contractor.
3. The Contractor agrees to remain liable under this Contract for the services of any dealer to perform and any breach of the dealer under this Contract.
4. Payments under this Contract for the services of any dealer may be made directly to that dealer, and the Contractor will look solely to the dealer for any payments due the Contractor once the State has paid the dealer.
5. To the extent that there is any liability to the State arising from doing business with a dealer that has not signed the agreement required under this section with the Contractor, the Contractor would indemnify the State for such liability.

If the Contractor wants to designate a dealer that will not receive payments (a "distributor"), the Contractor may do so by identifying the person or organization as a distributor in the authorizing letter. In such cases, information regarding taxpayer identification and payment addressing may be omitted, as may the distributor's W9 form. All other requirements and obligations for designating a dealer apply to designating a distributor.

- B. INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT.** It is fully understood and agreed that Contractor is an independent contractor and is not an agent, servant, or employee of the State of Ohio or the Ohio Department of Administrative Services. Contractor declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage, workers' compensation, or unemployment compensation that is required in the normal course of business and will assume all responsibility for any federal, state, municipal or other tax liabilities. Additionally, Contractor understands that as an independent contractor, it is not a public employee and is not entitled to contributions from the State to any public employee retirement system.

Contractor acknowledges and agrees any individual providing personal services under this agreement is not a public employee for purposes of Chapter 145 of the Ohio Revised Code. Unless Contractor is a "business entity" as that term is defined in O.R.C. Section 145.037 ("an entity with five or more employees that is a corporation, association, firm, limited liability company, partnership, sole proprietorship, or other entity engaged in business") Contractor shall have any individual performing services under the agreement complete and submit to the ordering agency the Independent Contractor/Worker Acknowledgement found at the following link: <https://www.opers.org/forms-archive/PEDACKN.pdf#zoom=80>).

Contractor's failure to complete and submit the Independent Contractor/Worker Acknowledgement prior to commencement of the work, service or deliverable, provided under this contract, shall serve as Contractor's certification that contractor is a "Business entity" as the term is defined in O.R.C. Section 145.037.

- C. POLITICAL SUBDIVISIONS.** This Contract may be relied on by Ohio political subdivisions, including Ohio cities and counties ("Political Subdivisions"). Whenever a Political Subdivision relies on this Contract to issue a purchase order, the Political Subdivision will step into the shoes of the State under this Contract for purposes of its order, and, as to the Political Subdivision's order, this Contract will be between the Contractor and the Political Subdivision. The Contractor will look solely to the Political Subdivision's performance, including but not limited to payment, and will hold the State harmless with regard to such orders and the Political Subdivision's performance. But the State will have the right to terminate this Contract and seek such remedies on termination as this Contract provides should the Contractor fail to honor its obligations under an order from a Political Subdivision. Nothing in this Contract requires the Contractor to accept an order from a Political Subdivision where the Contractor reasonably believes that the Political Subdivision is or will be unable to perform its obligations in relation to that order.

III. PRICING PROVISIONS:

- A. ECONOMIC PRICE ADJUSTMENT.** The State will be entitled to a price decrease any time the Contractor or any of its distributors sells a product or a service to any similarly situated most favored customer for less than the price agreed to between the State and the Contractor under this Contract. Any time the Contractor or any of its distributors sells a product or provides a service to any customer or dealer for less than it is available to the State under this Contract, the Contractor must notify the State of that event within thirty (30) calendar days of its occurrence and immediately reduce the price of the affected goods or services to the State under this Contract. The Contractor will also notify the State within thirty (30) calendar days of any general reduction in the price of any product or service covered by this Contract even if the general reduction does not place the price of the product or service below the price available to the State under this Contract. The purpose of this notice of a general reduction in price is to allow the State to assess the value the State believes it is receiving under this Contract in light of the general reduction. If the State believes it is appropriate, the State will ask to renegotiate the price under this Contract of the goods and services affected by the general reduction in price. If the Contractor and the State cannot agree on a renegotiated price, the State will have the right, on notice to the Contractor, to immediately remove the affected products and services from this Contract.
- B. NOTIFICATION OF PRICE INCREASE.** If this Contract permits any price increases, the Contractor must notify the Department of Administrative Services, Office of State Purchasing and any affected State customers of the increase at least sixty (60) days before the effective date of the price increase. State customers must be notified at their purchase order "bill to" address contained in the applicable purchase order(s). This notification must specify, when applicable, the product serial number, location, current price, increased price, and applicable purchase order number.

IV. MERCHANDISE PROVISIONS:

- A. EQUIPMENT WARRANTY.** If any electrical equipment, mechanical device, computer hardware, telecommunications hardware, or other type of physical machinery ("Equipment") will be a part of any Deliverable, the following warranties

apply. The Contractor warrants that the Equipment fully complies with all government environmental and safety standards applicable to the Equipment. The Contractor also warrants for the warranty period described in the next paragraph that the Equipment will perform substantially in accordance with its user manuals, technical materials, and related writings published by the manufacturer with respect to such Equipment, and that such Equipment will achieve any function described in such writings. The foregoing warranty will not apply to Equipment that is modified or damaged after title passes to the State.

The Contractor will do the following if any Equipment does not meet the above warranties:

1. Cause the Equipment to perform substantially in accordance with the user manuals, technical materials, and related writings published by the manufacturer with respect to the Equipment, or if that is not commercially practicable; then
2. Grant the State a refund equal to the amount the State paid for the Equipment.

For all Equipment, the warranty period will be the longer of one (1) year after acceptance or the Equipment's standard warranty period.

- B. PRODUCT RECALL.** In the event product delivered has been recalled, seized, or embargoed and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption by the packer, processor, manufacturer or by any State or Federal regulatory agency, the Contractor shall be responsible to notify the State through DAS, Office of State Purchasing and all ordering agencies/entities within two business days after notice has been given. Contractor shall, at the option of the ordering agency, either reimburse the purchase price or provide an equivalent replacement product at no additional cost. Contractor shall be responsible for removal and/or replacement of the affected product within a reasonable time as determined by the ordering agency. At the option of the ordering agency, Contractor may be required to reimburse storage and/or handling fees to be calculated from time of delivery and acceptance to actual removal. Contractor will bear all costs associated with the removal and proper disposal of the affected product. Failure to reimburse the purchase price or provide equivalent replacement product will be considered a default.
- C. QUALITY ASSURANCE.** At the option of DAS or the participating agency, samples may be taken from deliveries made and submitted for laboratory tests. The State will bear the cost of testing when samples are found to be in compliance with the Contract. If samples do not conform to the Contract, Contractor will bear the costs of testing and the State will apply the terms and conditions of the Termination provision of this Contract.
- D. RETURN GOODS POLICY.** The State will apply the following Return Goods Policy on all purchases made under the Contract. The Contractor acknowledges to have read, understood, and agrees to this Policy.
1. Return goods, when due to Contractor error (i.e. over-shipment, defective merchandise, unapproved substitution, etc.) shall be returned to the Contractor, at the Contractor's expense. The Contractor shall make arrangements to remove the return goods from the ordering agency premises within seven (7) calendar days after notification. The Contractor shall not apply any restocking or other charges to the ordering agency. At the option of the ordering agency, replacement items may be accepted and will be shipped within seven (7) calendar days of notification. Failure of the Contractor to arrange for return of the items within the specified time will result in the items being deemed as abandoned property and the ordering agency will dispose of accordingly.
 2. Return goods of regular catalog stock merchandise, when due to agency error (i.e. over purchase, discontinued use, inventory reduction, etc.) will be accepted by the Contractor if notice is given by the agency within six (6) months of delivery and acceptance. All items to be returned must be unused and in their original containers and in suitable condition for resale. The ordering agency will be responsible for all transportation costs associated with both the original shipment of items to the agency and the subsequent return of the items to the location designated by the Contractor. The Contractor may assess a restocking fee associated with the return of the items to the location designated by the Contractor. The Contractor may assess a restocking fee not to exceed their standard published restocking fee or equivalent restocking fee that is assessed to other customers of the Contractor. Return of regular stock catalog merchandise, when delivery and acceptance exceed six (6) months will be at the option of the Contractor.
 3. For orders of custom manufactured items, the Contractor will provide a production sample of the item to the ordering agency for acceptance. The production sample will be identical to the item to be provided. The ordering agency will provide written acceptance of the item prior to the Contractor continuing with production. Once delivery and acceptance has been completed and the ordering agency determines for any reason that any remaining quantities will not be used, the agency may request the return of the custom manufactured items. Acceptance of the return of custom manufactured items will be at the option of the Contractor. If the Contractor agrees to the return of these items, the agency will be responsible for all costs associated with packaging, shipment and transportation, to include the original shipment to the agency and subsequent return of goods to the location designated by the Contractor. The Contractor may assess restocking fees that are equivalent to restocking fees that are normally assessed to other customers or as published by the Contractor. Failure of the Contractor to provide a production sample and obtain written approval form the ordering agency will result in the Contractor bearing all responsibility and costs associated with the return of these goods.

V. MAINTENANCE PROVISIONS:

- A. EQUIPMENT MAINTENANCE.** If this Contract involves computer or telecommunications hardware or other mechanical or electrical Equipment (use of the word "Equipment" means all the foregoing) as a Deliverable, then, during the warranty period and during any period covered by annual maintenance, the Contractor will provide Equipment maintenance to keep the Equipment in or restore the Equipment to good working order. This maintenance will include preventative and remedial maintenance, installation of safety changes, and installation of engineering changes based upon the specific needs of the individual item of Equipment. This maintenance will also include the repair, replacement, or exchange deemed necessary to keep the Equipment in good working order. For purposes of this Contract, Equipment restored to good working condition means Equipment that performs in accordance with the manufacturer's published specifications.

The Contractor will exert its best efforts to perform all fault isolation and problem determination attributed to the Equipment covered under this Contract. The following services are outside the scope of this Contract:

1. Maintenance to bring the Equipment into compliance with any law, rule, or regulation if such law, rule, or regulation was not in effect on the acceptance date.
2. Repair and replacement work or increase in maintenance time as a result of damage or loss resulting from accident, casualty, neglect, misuse, or abuse if such is the State's fault (and beyond normal wear and tear), damage resulting from improper packing or failure to follow prescribed shipping instruction (If such is done by the State), failure of electrical power, air conditioning or humidity control, use of supplies not approved by the original manufacturer of the Equipment as describe or included in the Contractor's proposal, or causes other than ordinary use of Equipment.
3. Furnishing platens, supplies, or accessories, making specification changes, or adding, or removing approved accessories, attachments or other devices except as set forth herein.
4. Maintenance or increase in maintenance time resulting from any improper use, maintenance, or connection to other equipment (not done by the Contractor) that results in damage to the Equipment.
5. Activities required restoring the Equipment to good operating condition if the problem has resulted from someone other than Contractor's authorized service personnel repairing, modifying or performing any maintenance service on the Equipment.

- B. EQUIPMENT MAINTENANCE CONTINUITY.** This section applies if Equipment will be a Deliverable under this Contract. If the Contractor is unable to provide maintenance services to meet the State's ongoing performance requirements and if, in the State's sole opinion, the Contractor is unlikely to resume providing warranty services that meets the State's ongoing performance requirement, the Contractor will be in default, and the State will be entitled to the remedies in the default section of this Contract. But the State will also be entitled to the following items from the Contractor:

1. All information necessary for the State to perform the maintenance, including but not limited to logic diagrams, maintenance manuals and system and unit schematics with all changes noted.
2. A listing of suppliers capable of supplying necessary spare parts.
3. Adequate information to permit the State to have spare parts manufactured elsewhere; and
4. A listing of spare parts and their recommended replacement schedule that will enable the State to create a centralized inventory of spare parts.

Any information in items (1) through (4) above that are rightfully identified by the Contractor as proprietary information will be maintained in confidence by the State except where disclosure to a third-party is necessary for the State to continue the maintenance. However, the State will require any third-party to whom disclosure is made to agree to hold the proprietary information in confidence and to make no further disclosure of it. Further, the State agrees that any such proprietary information will be used solely to perform maintenance for the State and will be returned to the Contractor or destroyed on completion of such use.

- C. EQUIPMENT MAINTENANCE STANDARDS.** This section applies if Equipment will be a Deliverable under this Contract. Except in the case of excusable delay, remedial Equipment maintenance by the Contractor will be completed within eight (8) business hours after notification by the State that maintenance is required. In the case of preventative maintenance, the Contractor will perform such in accordance with the manufacturer's published schedule and specifications. If maintenance is not completed within eight (8) hours after notification by the State, the Contractor will be in default. Failure of the Contractor to meet or maintain these requirements will provide the State with the same rights and remedies as specified elsewhere in this Contract for default, except that the Contractor will only have eight (8) hours to remedy a default. The Contractor will provide adequate staff to provide the maintenance required by this Contract.

- D. MAINTENANCE ACCESS (GENERAL).** The section applies if any software or Equipment will be a Deliverable under this Contract. The State will provide the Contractor with reasonable access to the Deliverable to perform maintenance. All maintenance that requires the Deliverable to be inoperable must be performed outside the State's customary working hours except when the Deliverable is already inoperable. Preventative or scheduled maintenance will be performed at mutually agreeable times, within the parameters of the manufacturer's published schedule.
- E. PRINCIPAL PERIOD OF MAINTENANCE (GENERAL).** This section applies if software or Equipment will be a Deliverable under this Contract. Maintenance will be available nine (9) working hours per weekday, between 8:00 a.m. and 5:00 p.m. Eastern Standard Time. Travel time and expenses related to remedial and preventative maintenance will not be considered billable but will be included in the price of the maintenance.

VI. IT PROVISIONS:

- A. LICENSE IN COMMERCIAL MATERIAL.** As used in this section, "Commercial Material" means anything that has been developed at private expense by the Contractor or a third party, commercially available in the marketplace, subject to intellectual property rights, and readily copy able through duplication on magnetic media, paper, or other media. Examples include the written reports, books, pictures, videos, movies, computer programs, and computer source code and documentation.

Any commercial Material that the Contractor intends to deliver as a Deliverable must have the scope of the license granted in such material disclosed in Exhibit 1 or as an attachment referenced in Exhibit 1, if that scope of license is different than the scope of license contained in this section for Commercial Materials. Except for Commercial Material that is software ("Commercial Software"), if the Commercial Material is copyrighted and published material, then the State will have the rights permitted under the Federal copyright laws for each copy of the Commercial Material delivered to it by the Contractor.

Except for Commercial Software, if the Commercial Material is patented, then the State will have the rights permitted under the Federal patent laws for each copy of the Commercial Material delivered to it by the Contractor.

For Commercial Software, the State will have the perpetual rights in item (1) through (8) of this section or as expressly stated otherwise in this Contract. The Commercial Software may be:

1. Used or copied for use in or with the computer or computers for which it was acquired, including use at any State installation to which such computer or computers may be transferred.
2. Used or copied for use in with a backup computer for disaster recovery and disaster recovery testing purposes or if any computer for which it was acquired is inoperative.
3. Reproduced for safekeeping (archives) or backup purposes.
4. Modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software incorporating any of the Commercial Software will be subject to same restrictions on use.
5. Disclosed to and reproduced for use on behalf of the State by support service contractors or their subcontractors, subject to the same restrictions on use; and
6. Used or copied for use in or transferred to a replacement computer.

However:

7. If Commercial Software delivered under this Contract is published and copyrighted, it is licensed to the State without disclosure prohibitions; and
8. If any Commercial Software is delivered under this Contract with the copyright notice in 17 U.S.C. 401, it will be presumed to be published, copyrighted, and licensed to the State without disclosure restrictions unless a statement substantially as follows accompanies the copyright notice: "Unpublished-rights reserved under the copyright laws of the United States". The State will treat such Commercial Software as Confidential Information to the extent that such is actually the case.

In case any other scope of license (e.g., MIP's, tier, concurrent users, enterprise, site, or otherwise) the foregoing will apply except as modified expressly by the applicable license description, which must be incorporated as part of Exhibit 1. If the Contractor provides greater license rights in and item included in Exhibit 1 to its general customer base for the Software's list price, those additional license rights will also be provided to the State without additional cost or obligation. No license description may reduce the rights in items 1 through 6 above; it may only define the extent of use if the use is other than a CPU license.

- B. SOFTWARE WARRANTY.** If Exhibit 1 includes work to develop custom software as a Deliverable, then, on delivery and for one (1) year after the date of acceptance of any Deliverable that includes custom software, the Contractor warrants that:
1. The software will operate on the computer(s) for which the software is intended in the manner described in the relevant software documentation.

2. The software will be free of any material defects.
3. The Contractor will deliver and maintain relevant and complete software documentation, commentary, and source code.
4. The source code language used to code the software is readily available in the commercial market, widely used and accepted for the type of programming involved, and support programming in the language is reasonably available in the open market; and
5. The software and all maintenance will be provided in a professional, timely, and efficient manner. For Commercial Software developed by the Contractor or licensed from a third party, the Contractor represents and warrants that it either has the right or has obtained a binding commitment from the third party licensor (if applicable) to make the following warranties and maintenance obligations directly to the State. During the warranty period described in the next paragraph, the Contractor will:
 6. Maintain or cause the third-party licensor to maintain the Commercial Software so that it operates in the manner described in its documentation.
 7. Supply technical bulletins and updated user guides.
 8. Supply the State with updates, improvements, enhancements, and modifications to the Commercial Software and documentation and, if available, the commentary and the source code.
 9. Correct or replace the software and/or remedy any material programming error that is attributable to the Contractor or the third-party licensor; and
 10. Maintain or obtain a commitment from the third-party licensor to maintain the Commercial Software so that it will properly operate in conjunction with changes in the operating environment for which it was designed.

For Commercial Software designed for mainframe platforms and for Commercial Software designed for PC or PC-based servers and costing more than \$5,000.00 per license or per copy, the warranty period will be the longer of one (1) year after acceptance or the licensor's standard warranty period. For Commercial Software designed for PC or PC-based servers and costing less than \$5,000.00 per license or per copy, the warranty period will be the longer of three (3) months after acceptance of the licensor's standard warranty period.

For PC and PC-based servers, the warranty will not include updates, improvements, enhancements, or modifications to the Commercial Software and documentation if such are not provided as part of the licensor's standard warranty or license fee.

Software documentation means well written, readily understood, clear, and concise instructions for the software's users as well as a system administrator. The software documentation will provide the users of the software with meaningful instructions on how to take full advantage of all of the capabilities designed for end users. It also means installation and system administration documentation for a system administrator to allow proper control, configuration, and management of the software. Source code means the uncompiled operating instructions. The source code will be provided in the language in which it was written and will include commentary that will allow a competent programmer proficient in the source language to readily interpret the source code and understand the purpose of all routines and subroutines contained within the source code.

- C. SOFTWARE MAINTENANCE.** If this Contract involves any custom software as a Deliverable, then, during the warranty period, the Contractor will correct any material programming errors that are attributable to the Contractor, within a reasonable time, provided that the State notifies the Contractors, either orally or in writing, of a problem with the software and provides sufficient information to identify the problem. Contractor's response to a programming error will depend upon the severity of the problem. In the case of programming errors that slow the processing of data by a small degree, render minor and non-critical functions of the System inoperable or unstable, or require users or administrations to employ work-arounds to fully use the software, Contractor will respond to requests for resolution within four (4) business hours and begin working on a proper solution within one (1) business day, dedicating the resources of one (1) qualified programmer full-time to fixing the problem. In the case of any defects with more significant consequences, including those that render key functions of the software inoperable or significantly slow data processing, the Contractor will respond within two (2) business hours of notification and, if requested, provide on-site assistance and dedicate all available resources to resolving the problem.

For Commercial Software other than PC or PC-based server software costing less than \$5,000.00 per copy or license, the Contractor will provide maintenance during the warranty period at no cost to the State. That maintenance will be the standard maintenance program that the licensor, whether the Contractor or a third party, normally provides to its client base. But, at a minimum, that maintenance program must include all new releases, updates, patches, and fixes to the commercial Software. It will also include a commitment to keep the software current with the operating environment in which it is designed to function and to correct material defects that the State finds in the software in a timely fashion.

Additionally, the Contractor will make (or obtain a commitment from the third-party licensor to make) maintenance available for the product for at least five (5) years after the warranty period. The Contractor will limit or obtain a commitment from the third-party licensor, if applicable, to limit increases in the annual fee for maintenance to no more than five percent (5%) annually. If the licensor, whether it is the Contractor or a third-party, is unable to provide maintenance during that period, then the licensor must do one (1) of the following two (2) things: (a) give the State a

pro rata refund of the license fee based on a five (5) year useful life; or (b) release the source code for the software to the State for use by the State solely for the purpose of maintaining the copy(ies) of the software for which the State has a proper license. For purposes of receiving the source code, the State agrees to treat it as confidential and to be obligated to the requirements under the Confidentiality Section of this Contract with respect to the source code. That is, with respect to the source code that the State gets under this section, the State will do all the things that the Confidentiality Section requires the contractor to do in handling the State's Confidential Information. In the case of third-party Commercial Software, the Contractor warrants that it has legally bound the third-party licensor to the obligations of this Contract or that the contractor has the right to make these commitments directly to the State.

For Commercial Software designed for PC or PC-based server platforms and costing less than \$5,000.00 per copy or license, the Contractor will provide the maintenance and/or user assistance during the warranty period at no additional cost to the State that the Contractor or the third-party licensor makes generally available at no additional charge to its other customers. That maintenance will be the standard maintenance program that the licensor, whether the Contractor or a third-party, normally provides to its client base.

- D. UPGRADES.** After an initial acquisition of a license in Commercial Software, the State may want to acquire a broader license than the original. Or the State may later want to migrate to another platform on which to use the Commercial Software. When the Contractor or third-party licensor make the broader license generally available to its customer base or makes the version of the Commercial Software that runs on the new platform to which the State wants to migrate, then the State will have a right to upgrade any of its licenses to that broader license or to acquire the version of the Software that is appropriate for the new platform that the State intends to use. In these cases, the Contractor will provide the broader license or other version of the Commercial Software in exchange for a license fee that is based on the lesser of the following:
1. The Contractor's (or third party's) standard upgrade or migration fee.
 2. The upgrade or migration fee in Exhibit 1.
 3. Or the difference between the license fee originally paid and the then-current license fee for the license or version of the Commercial Software that the State seeks to acquire. This will not apply to Commercial Software for PCs and PC-based server software with a license fee of less than \$5,000.00, unless the Contractor or third-party licensor makes upgrade packages available for the Commercial Software to other customers. If PC or PC-based server software upgrades are available, the State will be entitled to the most favorable license fee which is made available to other similarly situated most favored customers or dealers, as appropriate.

VII. OWNERSHIP/TITLE PROVISIONS:

- A. ACCEPTANCE.** The acceptance procedure for Deliverables will be an informal review by the agency acquiring the Deliverables to ensure that each Deliverable meets the warranties in this Contract. The State will have up to thirty (30) days after installation to do this. The State will not issue a formal letter of acceptance, and passage of thirty (30) days will imply acceptance, though the State will issue a notice of noncompliance if a Deliverable does not meet the warranties in this Contract. If the State issues a letter of noncompliance, then the Contractor will have thirty (30) calendar days to correct the problems listed in the noncompliance letter. If the Contractor fails to do so, the Contractor will be in default without a cure period. If the State has issued a noncompliance letter, the Deliverable will not be accepted until the State issues a letter of acceptance indicating that each problem noted in the noncompliance letters has been cured. If the problems have been fixed during the thirty (30) day period, the State will issue the acceptance letter within fifteen (15) days after all defect have been fixed.
- B. DELIVERIES.** All deliveries will be F.O.B. Destination. Freight Prepaid.
- C. OWNERSHIP OF DELIVERABLES.** Notwithstanding this contract cannot be used for software development, all custom work done by the Contractor and covered by this Contract will be treated as "work for hire" on behalf of the State, with all rights, title, and interest in all intellectual property that comes into existence through the Contractor's custom work being assigned to the State. Additionally, the Contractor waives any shop rights, author rights, and similar retained interests in custom developed material. The Contractor will provide the State with all assistance reasonably needed to vest such rights of ownership in the State. But the Contractor will retain ownership of all tools, methods, techniques, standards, and other development procedures, as well as generic and preexisting shells, subroutines, and similar material incorporated in any custom Deliverable ("Pre-existing Materials").

The Contractor will grant the State a worldwide, non-exclusive, royalty-free perpetual license to use, modify, sell, and otherwise distribute all Pre-existing Materials that are incorporated in any custom-developed Deliverable rather than grant the State ownership of the Pre-existing Materials. The Contractor will not include in any custom Deliverable any intellectual property unless such has been created under this Contract or qualifies as Pre-existing Material. If the Contractor wants to incorporate any Pre-existing materials in a custom Deliverable, the Contractor must disclose that and obtain written approval from the State for doing so in advance. On request of the Contractor, the State will incorporate any proprietary notice of the Contractor may reasonably want for any Pre-existing Materials included in a custom Deliverable in all copies the State makes of that Deliverable.

Subject to the limitations and obligations of the State with respect to Pre-existing Materials, the State may make all custom Deliverables available to the general public without any proprietary notices of any kind.

- D. **PASSAGE OF TITLE.** Title to any Deliverable will pass to the State only on acceptance of the Deliverable. All risk of loss will remain with the Contractor until title to the Deliverable passes to the State.

VIII. GENERAL PROVISIONS:

- A. **CONTRACT RENEWAL.** This Contract may be renewed solely at the discretion of the Department of Administrative Services for a period of one month. Any further renewals will be by mutual agreement between the contractor and the Department of Administrative Services for any number of times and for any period of time. The cumulative time of all mutual renewals may not exceed two years.
- B. **CONTROLLING BOARD AUTHORIZATION.** The State's obligations under this Contract are subject to the Ohio Controlling Board's continuing authorization to use state term contracts. If the Ohio Controlling Board fails to authorize or withdraws its authorization for this program, this Contract will terminate, and the Contractor may not take any more orders under this Contract.
- C. **OHIO ETHICS.** Contractor represents that it and its employees engaged in the administration or performance of this Contract are knowledgeable of and understand the Ohio Ethics and Conflict of Interest laws. Contractor further represents that neither Contractor nor any of its employees will do any act that is inconsistent with such laws.
- D. **OHIO PAYMENT CARD.** Participating state agencies purchasing supplies from the Contract may use the Ohio Payment Card. Such purchases may not exceed \$2,500 unless the Office of Budget & Management has approved the agency to exceed this limit. In the event that OBM increases the dollar limit for payment cards for all state agencies, notice of such increase will be posted on the Department of Administrative Services, Office of Procurement Services website. Participating state agencies are required to use the Ohio Payment Card in accordance with the Ohio, Office of Budget and Management's current guidelines for the Ohio Payment Card and the participating agency's approved plan filed with the Office of Budget of Management. Contractor may process a payment in the payment card network only upon delivery and acceptance of the supplies or services ordered. For partial deliveries or performance, Contractor may process a payment for the amount delivered or completed only and not for the entire amount ordered by the participating agency. Upon completion of the delivery of remaining supplies or services, Contractor may process a payment request in the payment card network for the remainder of the order. Contractor will receive payment through its merchant bank within the time frame agreed upon between Contractor and its merchant bank. The Contractor should expect normal processing fees from its merchant bank for payment card transaction which may not be passed on to the agency making the purchase.
- E. **TRAVEL EXPENSES.** Any travel or per diem required by the Contractor to do its obligations under this Contract will be at the Contractor's expense. The State will pay for any additional travel that it requests only with prior written approval. All additional travel and per diem that the State requests in addition to what this Contract requires the Contractor to provide at the Contractor's expense will be paid in accordance with the Office of Budget and Management's Travel Rules in Rule 126-1-02 of the Ohio Administrative Code.
- F. **ENTIRE AGREEMENT.** This Contract consists of this document; the Contractor's offer letter, and if applicable the Contractor's letter(s) designating authorized dealers and Exhibit 1. The foregoing constitutes the entire agreement between the parties, and any changes or modifications to this Contract must be in writing.
- G. **Expenditure of Public Funds on Offshore Services.** The Contractor affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract.

The Offeror must complete the attached [Contractor/Subcontractor Affirmation and Disclosure form 5.2.8](#) to abide with Executive Order 2011-12K affirming no services of the Contractor or its subcontractors under this Contract will be performed outside the United States. During the performance of this Contract, the Contractor must not change the location(s) of the country where the services are performed, change the location(s) of the country where the data are maintained, or made available unless a duly signed waiver from the State has been attained to perform the services outside the United States.

- H. **ORC 9.76 (B).** Pursuant to Ohio Revised Code 9.76 (B) Contractor warrants that Contractor is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the contract period.



ORDINANCE 2021-34

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 funds/fund types by the amounts shown:

FUND	DESCRIPTION	FUND NUMBER	INCREASE	REASON
101	General Fund	101.2200	\$ 25,000.00	Mayor's Court Start Up Capital Expenses
		101.2200	\$ 15,000.00	Magistrate and Clerk for Mayor's Court
		101.1400	\$ 15,000.00	Finance Personal Services
		101.1400.5200	<u>\$ 10,000.00</u>	Finance Dept. Temp. Services
101	Total General Fund Increase		<u>\$ 65,000.00</u>	
220	Clerk of Courts Computer Fun	220.2700.5351	\$ 200.00	Computer Software/Hardware Expenditures
221	Court Computerization Fund	221.2700.5351	\$ 100.00	Computer Software/Hardware Expenditures
235	American Rescue Plan	235.2800.5710	\$ 291,626.95	1st. Year Federal Grant Expenditures
510	Cemetery Fund	510.2100.5700	<u>\$ 3,400.00</u>	Indigent Burials
TOTAL INCREASED APPROPRIATIONS			<u>\$ 360,326.95</u>	

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

Passed this _____ day of _____, 2021

Mike Lowrey, Mayor

Emily Berner, Clerk of Council

Jake Jeffries, Law Director

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: 08/16/2021
Action: 09/07/2021
Effective: 09/23/2021



ORDINANCE 2021-36

AN ORDINANCE ESTABLISHING A SCHEDULE OF FINES AND COSTS, AND A BAIL BOND SCHEDULE FOR THE CITY’S 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’s Mayor’s Court is required to establish a schedule of fines and costs pursuant to Crim.R. 4.1(E) and Traf.R. 13(C); and

WHEREAS, the schedule of fines and costs is required to be published by distributing the schedule to all law enforcement agencies operating within the jurisdiction of the Mayor’s Court and prominently displaying the schedule where the fines are paid; and

WHEREAS, the City’s Mayor’s Court is required to establish a bail bond schedule pursuant to Crim.R. 46; and

WHEREAS, the established bail bond schedule is required to be reviewed biennially by January 31st of each even numbered year.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEW CARLISLE, OHIO that:

Section 1: The attached schedule of fines and costs, and bail bond schedule are approved.

Section 2: The schedule of fines and costs shall be published by distributing the schedule to all law enforcement agencies operating within the jurisdiction of the Mayor’s Court and prominently displaying the schedule where fines are paid.

Section 3: The bail bond schedule shall be reviewed biennially by January 31st of each even numbered year.

Passed this _____ day of _____, 2021.

Mike Lowrey, MAYOR

Emily Berner, CLERK

APPROVED AS TO FORM:

Jake Jeffries, DIRECTOR OF LAW

	1st	_____
	2cd:	_____
Cobb	Y	N
Eggleston	Y	N
Vice Mayor Cook	Y	N
Mayor Lowrey	Y	N
Rodewald	Y	N
Grimm	Y	N
Eggleston-Nowakowski	Y	N
Totals:		
	Pass	Fail

Mayor's Court Fine Schedule

Enforcement; Impounding	CITY ORDINANCE	OHIO REVISED CODE	CATEGORY	FINE	COURT COST
Resisting an Enforcing Official	404.02	4513.36	M1	MUST APPEAR	

Obstruction in Public Ways	CITY ORDINANCE	OHIO REVISED CODE	CATEGORY	FINE	COURT COST
Placing Injurious Material or Obstruction in Street	412.01	4511.74	MM	\$100	\$108

Traffic Control Devices	CITY ORDINANCE	OHIO REVISED CODE	CATEGORY	FINE	COURT COST
Obedience to Traffic Control Devices	414.01	4511.12	MM	\$30	\$108
Removal of Traffic Control Devices	414.08	4511.17	M3	MUST APPEAR	

Pedestrians	CITY ORDINANCE	OHIO REVISED CODE	CATEGORY	FINE	COURT COST
Duty of Pedestrians and Drivers at Crosswalks	416.01	4511.46	MM	\$30	\$108
Right of Way of Blind Person	416.02	4511.47	MM	\$100	\$108
Right of Way; Yielded by Pedestrians at Crosswalks	416.03	4511.48	MM	\$30	\$108
Right of Way; Public Safety Vehicle	416.08	4511.452	MM	\$150	\$108
Pedestrian Intoxicated Upon Highway	416.1	4511.481	MM	\$75	\$108

Vehicle Operation	CITY ORDINANCE	OHIO REVISED CODE	CATEGORY	FINE	COURT COST
Passing to the Left	432.03	4511.27	MM	\$30	\$118
Passing to the Left of the Center Line	432.05	4511.29	MM	\$30	\$118
Driving upon the Left Side of the Roadway	432.06	4511.3	MM	\$30	\$118
No Passing Zone; Hazardous Passing	432.07	4511.31	MM	\$30	\$118
Driving within Continuous Lanes of Traffic	432.08	4511.33	MM	\$30	\$118
Following Too Close	432.09	4511.34	MM	\$100	\$118
Turning at Intersections	432.10	4511.36	MM	\$30	\$118
U-Turns Prohibited	432.11	4511.37	MM	\$30	\$118
Starting and Backing Vehicles	432.12	4511.38	MM	\$30	\$118
Signal Before Turns; Stopping	432.13	4511.39	MM	\$30	\$118
Hand Signals	432.14	4511.4	MM	\$30	\$118
Right of Way; Intersection	432.15	4511.41	MM	\$30	\$118
Right of Way; Turning Left	432.16	4511.42	MM	\$30	\$118
Stop Sign	432.17	4511.43	MM	\$30	\$118
Driving upon Sidewalks, Trees, Lawns, or Curbs	432.22	4511.711	MM	\$100	\$118
Driver's View and Control to be Unobstructed by Load or by Persons	432.23	4211.7	MM	\$100	\$118
Driving on Closed Street	432.24	4511.714	MM	\$100	\$118
Following & Parking Near Emergency or Safety Vehicles	432.25	4511.72	MM	\$150	\$118
Driving Through Safety Zone	432.27	4511.6	MM	\$150	\$118
Stopping for School Bus; Loading/Unloading	432.3	4511.75	MM	MUST APPEAR	
Unsafe Start; Peeling Cracking Tires	432.35		MM	\$30	\$118
Short Cutting Across Private Property	432.36		MM	\$75	\$118
Operation on Paths Set Aside for Bicycles	432.39	4511.713	MM	\$150	\$118
Littering from a Motor Vehicle	432.41	4511.82	MM	\$75	\$118
Use of Earphones While Driving	432.41	4511.84	MM	\$75	\$118

O.V.I.	CITY ORDINANCE	OHIO REVISED CODE	CATEGORY	FINE	COURT COST
Driving Under the Influence; Physical Evidence	434.01(a)	4511.19(A)	M1	MUST APPEAR	
Driving Under the Influence; Evidence Tests	434.01(A3)	4511.191	M1	MUST APPEAR	
Driving Under the Influence - Underage Consumption	434.01 (b)	4511.19	M1	\$250	\$118
Immobilizing or Disabling Device Violation	434.011	4510.44	M1	\$500	\$118

Reckless Operation	CITY ORDINANCE	OHIO REVISED CODE	CATEGORY	FINE	COURT COST
Reckless Operation	434.02	4511.20	M4	\$250	\$118
Reasonable Control	434.025	4511.202	MM	\$50	\$118

Speed	CITY ORDINANCE	OHIO REVISED CODE	CATEGORY	FINE	COURT COST
Max Speed Limits; Assured Clear Distance Ahead	434.03	4511.21A	MM	\$100	\$118
Speeding 1-10 MPH Over	434.03(01)	4511.21	MM	\$140	\$118
Speeding 11-15 MPH Over	434.03(02)	4511.21	MM	\$145	\$118
Speeding 16-20 MPH Over	434.03(03)	4511.21	MM	\$155	\$118
Speeding 21-25 MPH Over	434.03(04)	4511.21	MM	\$165	\$118
Speeding 26-30 MPH Over	434.03(05)	4511.21	MM	\$175	\$118
Speeding 31+ MPH Over	434.03(06)	4511.21	MM	MUST APPEAR	
Slow Speed; Posted Minimum Speeds	434.04	4511.22	MM	\$50	\$118

Racing	CITY ORDINANCE	OHIO REVISED CODE	CATEGORY	FINE	COURT COST
Street Racing Prohibited	434.07	4511.251	M1	MUST APPEAR	

Licensing & Accidents	CITY ORDINANCE	OHIO REVISED CODE	CATEGORY	FINE	COURT COST
Driver's or Commercial License Required	436.01	4507.03	MM	\$150	\$18
Possession of More Than One Driver's License	436.02	4507.02	M1	MUST APPEAR	
Driving with Temporary Instruction Permit	436.03	4507.05	MM	\$150	\$118
Driving with Probationary License	436.035	4507.071(B) - (J))	MM	\$150	\$118
Owner or Operator Allowing Another to Drive	436.05	4511.203	M1	MUST APPEAR	
Display of License - Drivers License	436.06	4507.35	UM	MUST APPEAR	
Driving Under Suspension or in Violation of License Restriction	436.071	4510.11	M1	MUST APPEAR	
Operating Motor Vehicle Without Valid License	436.072	4510.12	MM	MUST APPEAR	
Driving Under O.V.I. Suspension	436.073	4510	M1	\$500	\$118
Operation or Sale Without Certificate or Title	436.08	4505.18	MM	\$100	\$118
Display of License Plates, Registration, Obstruction	436.09	4503.19	MM	\$100	\$118
Use of Illegal Plates	436.10	4549.08	M4	\$250	\$118
Failure to Stop After Accident	436.11	4549.02	M1	MUST APPEAR	
Stopping after an Accident on Other than Public Roads and Highways	436.12	4549.021	M1	MUST APPEAR	

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Equipment & Safety	CITY ORDINANCE	OHIO REVISED CODE	CATEGORY	FINE	COURT COST
Driving an Unsafe Vehicle	438.01	4513.02(A), (H)	MM	\$40	\$118
Lighted Lights	438.02	4513.03	MM	\$40	\$118
Headlights on Motor Vehicle and Motorcycles	438.03	4513.04	MM	\$40	\$118
Tail Light; Illumination of Rear License Plate	438.04	4513.05	MM	\$40	\$118
Rear Red Reflectors	438.05	4513.06	MM	\$30	\$118
Red Light or Red Flag on Extended Loads	438.08	4513.09	MM	\$40	\$118
Lights on Slow-Moving Vehicles; Lights & Reflectors on Multi-Wheel Agricultural Tractors & Farm Machinery	438.10	4513.111	MM	\$40	\$118
Spotlight and Auxiliary Lights	438.11	4513.12	MM	\$40	\$118
Back-up lights, cowl, fender and back-up	438.12	4513.13	MM	\$40	\$118
Headlights; Two Required Two Lights Displayed	438.13	4513.14	MM	\$40	\$118
Vehicles Transporting Preschool Children	438.17	4513.99	MM	\$75	\$118
Brakes, Motor Vehicle	438.19	4513.99	MM	\$40	\$118
Horn, Siren and Theft Alarm Signal	438.20	4513.21	MM	\$40	\$118
Mufflers; Loud, Cutout, Excessive Gas and Smoke	438.21	4513.22	MM	\$40	\$118
Mirrors	438.22	4513.23	MM	\$40	\$118
Windshield Required; Sign or Poster Upon Windshield, Windshield Wiper	438.23	4513.24	MM	\$40	\$118
Tinted Glass; Materials on Glass	438.235	4513.241 (K)	MM	\$40	\$118
Limited Load Extension on Left Side of Passenger Vehicle	438.24	4513.99	MM	\$40	\$118
Use of Child Restraints	438.28	4511.81	MM	\$75	\$118

Commercial & Heavy Vehicles	CITY ORDINANCE	OHIO REVISED CODE	CATEGORY	FINE	COURT COST
Load Limits	440.01	4513.99	MM	\$100	\$118
Maximum Width, Height and Length	440.02	5577.99 (C)	MM	\$100	\$118
Vehicles Transporting Explosives	440.04	4513.99	MM	\$100	\$118
Towing Requirements; Exceptions to Size & Weight Restrictions	440.04	4513.99	MM	\$100	\$118
Loads Dropping or Leaking; Tracking Mud; Removal Required	440.06	4513.99	MM	\$100	\$118
Vehicles with Spikes, Lugs and Chains	440.07	5589.99 (B)	MM	\$100	\$118
Occupying Travel Trailer or Manufactured Home While in Motion	440.08	4511.701	M3	\$225	\$118
Chauffeured Limousines	440.11	4511.85	M1	\$500	\$118
Permitting or Driving While Fatigued or Ill Prohibited	442.09	4511.79	MM	\$75	\$118
Parking On Street	452.13 (c)	Various City Ordinances	MM	\$75	\$108
Parking on Private Property	452.13 (d)	Various City Ordinances	MM	\$75	\$108

Parking	CITY ORDINANCE	OHIO REVISED CODE	CATEGORY	FINE	COURT COST
On Streets or Highways	452.01	4511.66	MM	\$40	\$108
Prohibited Standing or Parking Places	452.03	4511.68	MM	\$40	\$108
Improper/Handicap	452.04	4511.69	MM	75	\$108
Abandoned or Junk Vehicles	452.05(g)	4513.64	MM	\$40	\$108
Private Property; Private Tow-Away Zones	452.055	4513.60	MM	\$40	\$108
Unattended Vehicle, Remove Key, Set Brake	452.06	4511.661	MM	\$40	\$108
Opening Vehicle Door on Traffic Side	452.07	4511.70	MM	\$40	\$108
Parking: Snow Emergency Routes	452.14	Various City Ordinances	MM	\$75	\$108

Bicycles & Motorcycles	CITY ORDINANCE	OHIO REVISED CODE	CATEGORY	FINE	COURT COST
Riding Upon Seats; Carrying Packages, Motorcycle Bars; Helmets and Glasses	474.02	4511.53	MM	\$40	\$118
Attaching Bicycles, Motorcycles to Other Vehicles	474.03	4511.54	MM	\$40	\$118
Riding on Right Side of Roadway; Riding Abreast	474.04	4511.55	MM	\$40	\$118
Lights, Signal Devices, Brakes on Bicycles	474.05	4511.56	MM	\$40	\$118
Electric Bicycles	474.08	4511.522	MM	\$40	\$118

General Offenses - Criminal	CITY ORDINANCE	OHIO REVISED CODE	CATEGORY	FINE	COURT COST
Falsification	606.10	2921.13	M1	MUST APPEAR	
Obstructing Official Business	606.14	2921.31	M2	MUST APPEAR	
Obstructing Justice	606.15	2921.32	M1	MUST APPEAR	
Resisting Arrest	606.16	2921.33	M2	MUST APPEAR	
Fleeing a Police Officer	606.165	2921.331	M1	MUST APPEAR	

General Offenses - Alcoholic Beverages	CITY ORDINANCE	OHIO REVISED CODE	CATEGORY	FINE	COURT COST
Underage Possession	612.02(e)(1)		MM	MUST APPEAR	
Open Container (Public/Driving)	612.07(b)	4301.7	MM	40	\$108

General Offenses - Animals	CITY ORDINANCE	OHIO REVISED CODE	CATEGORY	FINE	COURT COST
Animals at Large (1st Offense)	618.01	City Ordinances 04-19 & 11-51	MM	\$75	\$108
Animals at Large (2nd Offense)	618.01	City Ordinances 04-19 & 11-51	MM	\$150	\$108
Noisy Animals	618.07	2929.24	MM	\$40	\$108
Animal Enclosures	618.15	City Ordinances 91-39 & 04-19	MM	\$60	\$108
Prohibited Animals	618.19	City Ordinance 06-03	MM	\$60	\$108

General Offenses - Drugs	CITY ORDINANCE	OHIO REVISED CODE	CATEGORY	FINE	COURT COST
Drug Abuse	624.03		MM	MUST APPEAR	

General Offenses - Related to Persons	CITY ORDINANCE	OHIO REVISED CODE	CATEGORY	FINE	COURT COST
Assault	636.02	2903.13	MM	MUST APPEAR	
Aggravated Menacing	636.04	2903.21	M1	MUST APPEAR	
Menacing by Stalking	636.045	2903.211	M1-F5	MUST APPEAR	
Menacing	636.05	2903.22	M4	MUST APPEAR	
Endangering Children	636.11	2919.22	M1-F3	MUST APPEAR	
Minors Curfew	636.20	City Ordinances 77-38 & 03-30	MM	\$50	\$108

General Offenses - Related to Property	CITY ORDINANCE	OHIO REVISED CODE	CATEGORY	FINE	COURT COST
Criminal Mischief	642.11	2909.07	M3-M1	MUST APPEAR	
Criminal Trespass	642.12	2911.21	M4	MUST APPEAR	

General Offenses - Peace Disturbances	CITY ORDINANCE	OHIO REVISED CODE	CATEGORY	FINE	COURT COST
Disorderly Conduct	648.04	2917.11	MM	\$50	\$108
Disorderly Conduct (After Being Warned)	648.04	2917.11	M4	\$100	\$108
Noise from Light Motor Vehicles	648.09	City Ordinances 80-32 & 02-22	MM	\$40	\$108
Loud, Disturbing & Unnecessary Noises Prohibited (Disturbing the Peace)	648.10	715.55	MM	\$40	\$108

General Offenses - Safety, Sanitation & Health	CITY ORDINANCE	OHIO REVISED CODE	CATEGORY	FINE	COURT COST
Storage of Junk Vehicles	660.07	City Ordinance 88-11	M4	\$40	\$108

Tax Code	CITY ORDINANCE	OHIO REVISED CODE	CATEGORY	FINE	COURT COST
Return & Payment of Tax: Failure to File	881.06(a)	718	M1	\$40	\$108
Return & Payment of Tax: Failure to Pay (Withholding - Wages)	881.06(b)	718	M1	\$60	\$108

Exterior Property Maintenance Code	CITY ORDINANCE	OHIO REVISED CODE	CATEGORY	FINE	COURT COST
Transfer of Ownership	1460.17	City Ordinance 07-30	MM	\$40	\$108
Abandonment of Construction Project	1460.18	City Ordinance 07-30	MM	\$100	\$108
Unsafe Structures	1460.19	City Ordinance 07-30	MM	\$100	\$108
Demolition - Failure to Comply	1460.21	City Ordinance 07-30	MM	\$100	\$108
Structural Soundness and Maintenance of Dwellings; Residential	1460.23	City Ordinance 07-30	MM	\$25	\$108
Paint and Coating Materials; Residential	1460.24	City Ordinance 07-30	MM	\$25	\$108
Exterior Property & Structural Exteriors; Residential	1460.25	City Ordinance 07-30	MM	\$25	\$108
Vegetation; Residential	1460.26	City Ordinance 07-30	MM	\$25	\$108
Stairwells; Residential	1460.27	City Ordinance 07-30	MM	\$25	\$108
Accessory Structural; Residential	1460.28	City Ordinance 07-30	MM	\$25	\$108
Structural Soundness and Maintenance of Dwellings; Commercial	1460.30	City Ordinance 07-30	MM	\$40	\$108
Paint and Coating Materials; Commercial	1460.31	City Ordinance 07-30	MM	\$40	\$108
Exterior Property & Structural Exteriors; Commercial	1460.32	City Ordinance 07-30	MM	\$40	\$108
Vegetation; Commercial	1460.33	City Ordinance 07-30	MM	\$40	\$108
Stairwells; Commercial	1460.34	City Ordinance 07-30	MM	\$40	\$108
Accessory Structural; Commercial	1460.35	City Ordinance 07-30	MM	\$40	\$108
Structural Soundness and Maintenance of Dwellings; Industrial	1460.37	City Ordinance 07-30	MM	\$40	\$108
Paint and Coating Materials; Industrial	1460.38	City Ordinance 07-30	MM	\$40	\$108
Exterior Property & Structural Exteriors; Industrial	1460.39	City Ordinance 07-30	MM	\$40	\$108
Vegetation; Industrial	1460.40	City Ordinance 07-30	MM	\$40	\$108
Stairwells; Industrial	1460.41	City Ordinance 07-30	MM	\$40	\$108
Accessory Structural; Industrial	1460.42	City Ordinance 07-30	MM	\$40	\$108

Supplemental District Regulations	CITY ORDINANCE	OHIO REVISED CODE	CATEGORY	FINE	COURT COST
Zoning Permit Required	1244.10	City Ordinance 85-11	MM	\$10	\$108
Expiration of Permit	1244.14	City Ordinance 82-38	MM	\$40	\$108
Limitation of Construction and Use By Application	1244.15	City Ordinance 82-38	MM	\$40	\$108
Private Swimming Pools	1280.03	City Ordinances 82-38 & 04-58	MM	\$40	\$108

Misdemeanor Classification	Max Bond
First Degree	\$1,000
Second Degree	\$750
Third Degree	\$500
Fourth Degree	\$250
Minor	\$150

- Per State Law, Proof of Insurance is Required
- Bond amount is double for the 2nd moving offense within twelve (12) months
- You may plead GUILTY and waive your right to Appear in court by paying the pre-determined Fines and cost.
- All citations must be paid in full before court date **or** a court appearance is required.
- Failure to show proof of insurance to the court Will result in notification to the Ohio BMV.
- Section 2935.27 of the Ohio Revised Code
 - If you fail to appear in court or pay the citation, your driver's license will be suspended, and you will be ineligible for a license or registration until you appear and comply with all court orders. This will also add additional fees to your fines.
- To avoid a warrant being issued for your arrest and a \$75.00 Warrant Fee assessed, payment must be made by the scheduled court date, or you must appear in court on the date indicated on the citation.
- If you have been charged with more than one violation, please contact the court for the correct payment amount.

Miscellaneous Court Fees		
1 day - Jail Cost for Clark County	\$60	Area
Inmate Classification Fee - Clark County Jail	\$45	Area
Warrants	\$75	Local
Warrant Block Fee	\$25	Local
Capital Recovery Collections Fee	\$30	Area
Continuance Fee	\$10	Local
Credit Card Processing Fee	3%	Local
Drug Analysis	\$150	Local
Drug Test	\$100	Local
Enforcement Fee	\$55	Local
Expungement - State	\$30	State
Expungement - Local	\$20	Local
Failure to Appear	\$20	Local
Late Fee	\$25	Local
NSF	\$25	Local
Transfer to Clark County Municipal Court	\$10	Local
License Forfeiture - State	\$30	State
License Forfeiture - City	\$20	Local
Payment Plan Fee Request	\$20	Local
Notices (subpoenas, certified mail)	\$10	Local
Summons	\$10	Local

Court Cost - Traffic Cases	
City of New Carlisle General Fund	\$51
Clerk of Court Computer Services Fund	\$10
Court Computer Fund	\$3
Victims of Crime - State Reparations Fund	\$9
State Treasury Indigent Defense Support Fund	\$20
Court Security Fund	\$10
Court Facility Fee	\$5
State Reparations Account for Indigent Alcohol Driver's Treatment Fund	\$1.50
Treasurer of State of Ohio - State Reparations Account for Indigent Defense Support Fund	\$5
Treasurer of State of Ohio for deposit in the Ohio Criminal Justice Services (OCJS) Indigent Alcohol Treatment Fund	\$3.50
	\$118

Court Cost - Criminal Cases	
City of New Carlisle General Fund	\$51
Clerk of Court Computer Services Fund	\$10
Court Computer Fund	\$3
Victims of Crime - State Reparations Fund	\$9
State Treasury Indigent Defense Support Fund	\$20
Court Security Fund	\$10
Court Facility Fee	\$5
	\$108