



CITY COUNCIL REGULAR MEETING PACKET

June 6, 2022 @ 6:30pm Smith Park Shelter House

1. Call to Order: Mayor Mike Lowrey
2. Roll Call: Clerk of Council
3. Invocation:
4. Pledge of Allegiance:
5. Action on Minutes: **05/16/2022** Regular Meeting
6. Communications:
7. City Manager's Report: Attached
8. Comments from Members of the Public: *Comments limited to 5 minutes or less
9. Committee Reports: Charter Review and/or Parks & Recreation Board (If applicable)

10. RESOLUTIONS:

11. ORDINANCES: (4 - Intro; 1 - Action*)

A. Ordinance 2022-21 (Introduction Tonight. Public Hearing & Action on 06/21/2022)

AN ORDINANCE AMENDING ORDINANCE 2021-36 THAT ESTABLISHED A SCHEDULE OF FINES AND COSTS, AND A BAIL BOND SCHEDULE FOR THE CITY'S MAYOR'S COURT

B. Ordinance 2022-22 (Introduction Tonight. Public Hearing & Action on 06/21/2022)

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS OF OVER TWENTY THOUSAND DOLLARS (\$20,000) FOR AN EXPANDED TRAFFIC STUDY

C. Ordinance 2022-23 (Introduction Tonight. Public Hearing & Action on 06/21/2022)

AN ORDINANCE SUPPLEMENTING CERTAIN APPROPRIATIONS CONTAINED IN NEW CARLISLE CITY ORDINANCE 2021-44

***D. Ordinance 2022-24E (Introduction, Public Hearing & Action Tonight)**

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS OF OVER TWENTY THOUSAND DOLLARS (\$20,000.00) FOR THE REPAIR OF THE WASTEWATER DEPARTMENT'S 1998 INTERNATIONAL VAC/SEWER JET COMBINATION TRUCK, AND DECLARING AN EMERGENCY

12. OTHER BUSINESS:

- Additional City Business
 - Council Pizza and the Public: Saturday, June 18th at the Farmer's Market. Starts at 10am.
 - City Offices Closed: Monday, June 20th to observe Juneteenth (Council Meeting on Tuesday, June 21st)
 - City Fireworks Display: Saturday, June 25th; Rain-Out Date of Sunday, June 26th.
 - Community Garage Sale: Saturday June 25th and Sunday, June 26th. CITY-WIDE!
 - Open Discussion for City Related Matters

13. Executive Session:

14. Return to Regular Session:

15. Adjournment

Next **Regular Meeting** of Council will be held on at the Smith Park Shelter House on Tuesday, June 21st at 6:30pm

RECORD OF PROCEEDING

MINUTES: CITY OF NEW CARLISLE, OHIO REGULAR SESSION MEETING @ Smith Park Shelter HELD: Monday, May 16, 2022 @ 6:30PM

- 1. **Call to Order:** Mayor Lowrey calls the meeting to order.
- 2. **Roll Call:** Berner calls the roll- 7 members present Lowrey, Grimm, Bahun, Cook, Eggleston, Lindsey, Rodewald
Staff present: Bridge, Chief Trusty, Kitko, Harris, Hutchinson, Dep. Majorcak
- 3. **Invocation:** CM Cook
- 4. **Pledge of Allegiance:** All Welcome to Participate
- 5. **Action on Minutes:**
5/2/22 Motion to accept 1st Eggleston 2nd Grimm Accepted 6-0-1 YES: Bahun, Cook, Eggleston, Rodewald, Lowrey, Grimm Abstain: Lindsey- absent
- 6. **Communications:** none
- 7. **City Manager's Report:**

A. DEPARTMENTAL REPORTS- Given at 2nd meeting of the month.

Police Report:

Patrol Division:

The New Carlisle Deputies were dispatched to 215 calls for service during the month of April.

Miles Patrolled: 5228

Calls Taken: 215

Reports: 38

Assists: 37

Criminal Arrest: 1919

Felony Arrest: 6

Misdemeanor Arrest: 6

Warrants: 7

Traffic Stops: 73

Traffic Warnings: 46

Moving Citations: 27

Business checks: 695

Code Enforcement Follow-ups: 0

Traffic Crashes: 3

NEW CARLISLE	CALLS	ASSISTS	REPORTS	TRAFFIC STOPS	CITATIONS	WARNINGS	ARREST	CODE ENFO	BUSINESS CHECKS	CRASH
April										
Dep. Majercak	53	5	4	10	1	9	0	0	271	1
Dep. Forrest	47	4	11	8	3	5	4	0	112	1
Dep. McDuffie	38	11	12	23	12	11	6	0	17	0
Dep. Garman	59	12	11	8	4	4	5	0	40	1
Dep. Harris	18	5	0	24	7	17	4	0	255	0
Total	215	37	38	73	27	46	19	0	695	3

Rodewald notes 19 arrests, not 1900 as stated for the record. Grimm asks about the deputy sitting next to Meadowview... either NC or BT deputy. City limits are across the street from the location.

Fire/EMS Report:

City of New Carlisle
City Council Meeting
05-16-2022
Fire-EMS Report

- In the Month of April, the New Carlisle Fire Division responded to 65 EMS call in the city and 10 in Elizabeth Township.
- The Division responded to 05 Fire related calls in the city and 2 in Elizabeth Township.
- We had 3 EMS calls answered by mutual aid, either by Pike Township or Bethel Clark, due to medic 52 being on a response.
- We answered 4 mutual aid EMS calls for Pike Township and 4 for Bethel Clark.
- We have started our business Inspection program back up, we will be trying to inspect each business once a year.

No comments or questions.

Finance Report:

COUNCIL FINANCIAL REPORT SUMMARY – APRIL 2022

Estimated Revenue	\$ 6,814,884.00	2022 Original Budget	\$ 7,853,526.00
Amended Est. Resources		1st Q. Supplemental	\$ 164,950.00
Amended Est. Resources	\$ -	2nd. Q. Supplemental	\$ -
Amended Est. Resources	\$ -	3rd. Q. Supplemental	\$ -
Amended Est. Resources	\$ -	4th Q. Supplemental	\$ -
2022 REVISED TOTAL		2022 REVISED TOTAL BUDGET	\$ 8,018,476.00
EST. REV.	\$ 6,814,884.00		

Month	Revenue Received	Month	Expenses Paid
January	\$ 567,869.37	January	\$ 381,705.01
February	\$ 835,723.95	February	\$ 813,030.24
March	\$ 1,158,287.72	March	\$ 1,036,941.13
April	\$ 691,820.94	April	\$ 388,868.27
May		May	
June		June	
July		July	
August		August	
September		September	
October		October	
November		November	
December		December	
Received To Date	\$ 3,253,701.98	Expenses to Date	\$ 2,620,544.65

Statement of Cash from Revenue and Expense

From: 1/1/2022 to 4/30/2022

Fund	Description	Beginning Balance	Net Revenue YTD	Net Expense YTD	Unexpended Balance	Encumbrance YTD	Ending Balance
Grand Total:		\$6,014,278.47	\$3,253,701.98	\$2,620,544.65	\$6,647,435.80	\$1,012,125.67	\$5,635,310.13

BANK RECONCILIATIONS - April 2022

Bank Accounts	Bank Balance	Outstanding Vendor	Outstanding Employee	Deposits in Transit	NSF Check (s)	Adjustments	Book Balance	Difference
PNC - General	\$ 2,894,178.43	\$ -	\$ -	\$ 6,230.10	\$ -	\$ 48,730.60	\$ 2,949,139.13	\$ -
PNC - Payroll	\$ 159,352.49	\$ (10,621.89)	\$ -	\$ -	\$ -	\$ (48,730.60)	\$ 100,000.00	\$ -
Star Ohio	\$ 1,189,808.39	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,189,808.39	\$ -
Park Nat. General	\$ 1,632,349.39	\$ (38,155.49)	\$ -	\$ 137.73	\$ -	\$ -	\$ 1,594,331.63	\$ -
Park Nat. - MMA	\$ 738,469.71	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 738,469.71	\$ -
Park Nat. - Mayor's	\$ 200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200.00	\$ -
NCF	\$ 526.51	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 526.51	\$ -
NCF - CD's	\$ 74,460.43	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 74,460.43	\$ -
Cash on Hand	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500.00	\$ -
Grand Totals	\$ 6,689,845.35	\$ (48,777.38)	\$ -	\$ 6,367.83	\$ -	\$ -	\$ 6,647,435.80	\$ -

Motion to accept financial report 1st Eggleston 2nd Lindsey YES: Rodewald, Lowrey, Grimm, Bahun, Cook, Eggleston, Lindsey NAY: 0 Accepted 7-0

Service Report:

To: Mr. Bridge, City Manager
From: Howard Kitko, Service Director
Date: May 16, 2022
Subject: Council Update

Public Works Departments:

- The Street Dept. has begun dura-patching potholes city-wide. Please call in Potholes to the Street Dept. at 937-845-3058.
- ADA parking spots at Smith Park Shelter House, materials are on order.
- Meeting with contractors for the Spring street-sweeping right after dura-patching

Water Department:

- Sanitary Survey: Updating the number of private well locations to complete our backflow program.
- City pool work has been going on for a couple weeks with the pool being filled 5/10 and 5/11
- Adam's Street Tower demo is 99% completed. City to perform final restoration.

Sewer Department:

- Engineering agreement has been executed to start the engineering and bidding process for secondary clarifier #1. The new secondary clarifier #2 is currently being manufactured. American Rescue Plan Funds and minimal local Wastewater funds. Estimated \$295,000 ARP Federal and \$10,000 local.
- OPWC grant to pay 50% of the cost of the Primary #2 Clarifier was approved, with matching funds from American Rescue Plan. OPWC Funds \$98,500 & 98,500 ARP Federal Funds.

2022 Road Reconstruction/Resurfacing Projects:

- Clark County Resurface Project: Suspended until 2023
- Burgess and Niple have been tasked to evaluate the curbs and ADA ramps on St. Rte. 235. Project funded by Springfield/Clark County TCC. Curb and ADA ramp work this summer, prior to resurfacing in 2023. Working with ODOT on number of ramps that will need to be replaced or repaired.

Carlisle Park Phase 1 upgrade Project:

- Community Development Block Grant (CDBG) application submitted to remove existing basketball court and replace with new full-size court. New ADA accessible swing added to the existing Swing-set. Future phases are to add a parking lot and new ADA accessible sidewalk with picnic table connecting the open shelter and playset. Estimated Cost of \$80,000 with the city's estimated share to be \$20,000

Nature Works Grant:

- Submitting application to add 3 open shelters and replace concrete pad at the city pool. More Details to come.

Cook asks about sign quotes. Lowrey asks about asphalt quotes for the lot next to the fire station.

Planning and Zoning Report:

*Derek Hutchinson
Planning Director
City of New Carlisle*



Planning Department Update 5/16/2022

Code Compliance

- Statistics 2022
 - New Case Violation Report – New cases opened, and the violations identified for the month.

[illegible]

Zoning YTD

- 45 Received Zoning Applications
- 4 Board of Zoning Appeal Cases
 - No cases applications currently submitted
- 5 Planning Board Cases
 - Next Planning Board Meeting 5/17/2022 at 6pm.
 - Agenda includes Public Hearing and Board review of a Preliminary Plat for a residential subdivision to be located on Parcel A01-029200, Miami/Bethel Township. Applicant DDC Management.

Economic Development / Community Development

- Residential Development
 - DDC Management / New Carlisle Rd – West of Scarff Road
 - Joint Meeting between Miami County/Bethel Township/New Carlisle to discuss annexation agreement.
 - Planning Board application for Preliminary Plat – 5/17/22.
 - Arbor Homes / Addison Carlisle Road – north of Northwoods Subdivision.
 - Arbor Homes will have a discussion and present concept plan.
 - D.R. Horton – Brubaker property east side of 235 north of Chrysler dealership
 - 5/11/22 City met with D.R. Horton to discuss plans and status of project.
 - Don Gilliam/Clark County Land Bank – North of Twin Creeks
 - No developer yet. There are interests. Updates to come
- Commercial Development
 - 1 New Business applied for Occupancy
 - 429 N Main Street – Farmhouse Charm
 - 1 Business Relocation
 - Lunar Esthetics LLC has expanded into their own location at 106 S. Main Street.
- Economic Development website in development.
 - Economic tool to assist with small business resources, site selection, available commercial spaces, local business info.
- CHIP Program
 - Some applicants have been contacted and accepted into the programs.
 - Other applications are currently still in the review process.
- PY2022 CDBG Community Development Allocation Grant
 - After review of potential projects and receiving estimated projects costs, we were only able to submit an application to construct a complete new full basketball court at New Carlisle Park. The costs of concrete and pavement has prevented the other portions of the project ideas to consider with this grant opportunity.

Other Planning Department items

- Volunteers needed to form a group that can assist our residents that may need help with maintenance and repairs. Tool Lending Center can supply tools and possibly materials.
- Board of Zoning Appeals (BZA) members needed. This is a board of 5 that needs filled.

No Comments or questions.

B. INFORMATIONAL ITEMS:**B. INFORMATIONAL ITEMS**

- Discussion Topics
 - Mayor's Court
 - Informational Meeting for the Public
 - Final Meeting
 - Back-Ordered Items
 - City Council Retreat
 - Various Boards and Key Administration Present
 - Certain Topics/Direction Discussed (Boards and Commission Handbook, Budget, Comprehensive Land Use Plan, Capital Projects, etc....)
 - This Enables ALL Decision Makers Involvement
 - Local or Away?
 - Work Session in general and w/ Planning Board
 - Arbor Homes Development – Information Attached
 - Any Discussion?
 - Special Meeting w/ Bethel Township, Miami County
 - Upcoming Legislation for Council Review/Approval
 - Employee Generally Section Code Update
 - Boards and Commissions Handbook (Wait to Finish After Retreat?)
 - Social Media Policy
 - Indigent Burials Policy
 - Golf Carts as Vehicles
 - Community Garden Code Update

Discussion on the entry signs. Bridge will get quotes for a refurbish on 4 entry signs and the sign at Hensley Park. If the quotes come in under \$20,000 Bridge will move forward with the refurbish. No motion needed per Bridge.

Bridge asks for guidance on the Boards Handbook- will wait until after retreat to complete the handbook.

8. Comments from Members of the Public: Completed after legislation.

Rodewald motions to break rules of Council to move comments from members of the public to after legislation. with 2nd by Eggleston YES: Lindsey, Rodewald, Grimm, Bahun, Cook NAY: 1 Lowrey Accepted 6-1

9. Committee Reports: none

10. RESOLUTIONS:

Resolution 2022 10R- A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR A NATUREWORKS GRANT THROUGH THE OHIO DEPARTMENT OF NATURAL RESOURCES FOR THE MUNICIPAL POOL UPGRADE PROJECT IN THE CITY OF NEW CARLISLE, OHIO 1st Lindsey 2nd Grimm First of two grants available. YES: 7 Bahun, Cook, Eggleston, Lindsey, Rodewald, Lowrey NAY: 0

11. ORDINANCES:

Ordinance 2022-15 AN ORDINANCE AMENDING CHAPTER 1040 OF THE CODIFIED ORDINANCES OF THE CITY OF NEW CARLISLE REGARDING THE CITY'S WATER UTILITY 1st Eggleston 2nd Lindsey Makes code more user friendly. Bahun asks about the \$50.00 cancellation fee, suggests adding verbiage for if the city misses the appointment. Discussion by Council, Bahun motions to amend Ord 2022-15 items 1040.04B Removing \$50.00 fee with 2nd by Grimm YES: Eggleston, Lindsey, Lowrey, Grimm, Bahun NAY: Cook, Rodewald Accepted 5-2 VOTE ON ORD 2022-15 AS AMENDED: YES: Rodewald, Lowrey, Grimm, Bahun, Eggleston, Lindsey NAY: Cook Accepted 6-1

Ordinance 2022-16 AN ORDINANCE AMENDING CHAPTER 1043 OF THE CODIFIED ORDINANCES OF THE CITY OF NEW CARLISLE REGARDING THE CITY'S WATER AND SEWER RATE STRUCTURE As amended removing the \$50 fee 1st Eggleston 2nd Lindsey ex: *Changes in code order* YES: Rodewald, Lowrey, Grimm, Bahun, Eggleston, Lindsey NAY: Cook Accepted 6-1

Ordinance 2022-17 AN ORDINANCE AMENDING CHAPTER 1041 OF THE CODIFIED ORDINANCES OF THE CITY OF NEW CARLISLE REGARDING SEWER SERVICE CHARGES 1st Eggleston 2nd Bahun ex: *change in code #'s* YES: Eggleston, Lindsey, Rodewald, Lowrey, Grimm, Bahun NAY: Cook Accepted 6-1

Ordinance 2022-18 AN ORDINANCE AMENDING CHAPTER 1042 OF THE CODIFIED ORDINANCES OF THE CITY OF NEW CARLISLE REGARDING SEWER USE REGULATIONS AND USER CHARGE SYSTEM AS AMENDED removing return trip fee- 1st Lindsey 2nd Eggleston ex: YES: Lindsey, Lowrey, Grimm, Bahun, Eggleston NAY: Rodewald, Cook Accepted 5-2

Ordinance 2022-20 AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDED CONTRACT WITH WASTE MANAGEMENT FOR THE CURBSIDE COLLECTION AND DISPOSAL OF RESIDENTIAL GARBAGE, REFUSE, AND RECYCLABLES IN THE CITY OF NEW CARLISLE, OHIO 1st Eggleston 2nd Lindsey ex: *change in current contract includes 2.15 inflation cost and weekly recycling.* YES: Lowrey, Bahun, Eggleston, Lindsey, Rodewald NAY: Cook, Grimm Accepted 5-2

COMMENTS FROM MEMBERS OF THE PUBLIC:

Jeff Mulford: 4720 Scarff Rd.- Notes still against the development and annexation. Mr. Mulford gives Council some voting stats, stats on Council and notes he needs 164 signatures to put this development on the ballot to be voted on by the residents of New Carlisle.

Don Gilliam- 8140 E. New Carlisle Rd. He is the owner of all but 43 acres in Twin Creeks. It will be developed. Everything in Twin Creeks is annexed and in the city. That could be additional 600-700 homes. He notes the new developments could be 1000+ homes already ready to develop. He notes he is supportive of New Carlisle. He is also against the development of Scarff Rd and annexation of Bethel- Miami.

Shelly Vicory- 8780 E. New Carlisle Rd.- Asks of the city is working on developing these other properties that are already in New Carlisle. Hutchinson notes once the developer is ready they approach the city. Bridge notes Miami County is further along in the process. He notes the City cannot assume Mr. Gilliam is going to develop. It all has to do with the timing.

12. OTHER BUSINESS:

Additional City Business- NEXT MEETING JUNE 6TH @6:30PM.

1. CITY BUILDING CLOSED: MONDAY MAY 30TH TO OBSERVE MEMORIAL DAY
2. CITY OFFICES CLOSED JUNE 20TH TO OBSERVE JUNETEENTH (COUNCIL MEETING TUESDAY JUNE 21ST)
3. COUNCIL PIZZA AND PUBLIC: SATURDAY JUNE 18TH AT FARMERS MARKET- STARTS AT 10AM.
4. COMMUNITY GARAGE SALE JUNE 25TH AND JUNE 26TH.
5. OPEN DISCUSSION FOR CITY RELATED MATTERS:

13. Executive Session: None

14. Adjournment: 1st Lindsey 2nd Grimm @ 7:31pm YES: Bahun, Cook, Eggleston, Lindsey, Rodewald, Lowrey, Grimm NAY: 0 Accepted 7-0

Mayor Mike Lowrey

Clerk of Council Emily Berner



City Manager's Report

June 6, 2022

A. DEPARTMENTAL REPORTS

- The Following Departmental Reports will be given at the next City Council meeting that will be held on Tuesday, June 21, 2022
 - Finance, Public Service, Planning & Zoning, Fire/EMS, and Police

B. INFORMATIONAL ITEMS

- Discussion Topics
 - Mayor's Court
 - First session Wednesday, June 8th. Court starts at 6:00PM
 - No criminal citations currently
 - City Sign Audits
 - Working on detailed report for City Council
 - Quote seeking next step
 - Contractor Quotes
 - Main Street tree maintenance
 - One quote secured; second quote requested
 - Impact on flower bed development and maintenance
 - Ordinance 2022-23
 - Work Sessions
 - Mentioned at the last meeting to re-visit possibility
 - Residential Developments
 - Setting up meeting with Miami and Clark counties to determine taxing should area not be removed from the township
 - ◇ Jake will be involved with this step
 - TIFF education
 - Fireworks Show
 - 4 deputies request placed in Detail Kommander
 - Porta Johns
 - New Carlisle Health Stats
 - Attached
 - Parks and Recreation Board
 - iPad issued to Board President
 - Email address issued to each member
 - Upcoming Legislation for Council Review/Approval
 - Employee Generally Section Code Update
 - Social Media Policy
 - Indigent Burials Policy
 - Golf Carts as Vehicles
 - Community Garden Code Update

Motion Summary: None Requested

Attachment Summary: New Carlisle Heath Stats

Environmental Health Division

Environmental Service/ Program	January	February	March	April	May	June	July	August	September	October	November	December	Total
Plumbing Inspections	2	2	7	2									13
Animal Bite Investigation	0	0	1	3									4
Food Inspections	1	0	8	3									12
Food Complaint Investigation	0	0	0	0									0
Mercury Spills	0	0	0	0									0
Nuisance Investigations	0	0	2	0									2
Plan Approval:													
Food	0	0	0	0									0
Plumbing	0	0	0	0									0
School Inspections	0	0	0	0									0
Pool Inspections	0	0	0	0									0
Smoking Ban Complaints	0	0	0	0									0
Smoking Ban Letters	0	0	0	0									0
Tattoo and/or Body Piercing Inspections	0	0	0	0									0

Nursing And Health Services Division

Nursing Service	January	February	March	April	May	June	July	August	September	October	November	December	Total
*Clinic Visits													0
Number of Vaccines	2	2	6	3									13
BCM Home Visits	0	0	2	4									6
CD Statistics For C-19	778	82	12	12									884
CD Statistics excluding C-19	11	9	6	7									33
CD Home Visits													0
School:													0
Hearing													0
Vision													0
Scoliosis													0
Records													0
Health Fairs													0
BP Clients at E. U.													0

Nursing Clinic	Time of Visit						Service Provided							
March 2022 *Reflects Current Month Age of Client	8 to 9	9 to 10	10 to 11	11 to 12	4 to 6	Total Clients	Shots	Blood Pressure	Blood Sugar	Head Check	Lead (EH)	TB	Other	Total Services
Birth to 24 months					1	1	4							4
25 months to 10 years						0								0
11 to 18 years					2	2	2							2
19+						0								0
Total	0	0	0	0	3	3	6	0	0	0	0	0	0	6

Nursing Clinic	Time of Visit						Service Provided							
April 2022 *Reflects Current Month Age of Client	8 to 9	9 to 10	10 to 11	11 to 12	4 to 6	Total Clients	Shots	Blood Pressure	Blood Sugar	Head Check	Lead (EH)	TB	Other	Total Services
Birth to 24 months					0	0	0							0
25 months to 10 years					0	0	0							0
11 yrs to 18 yrs			1		1	2	3							3
19+					0	0	0							0
Total	0	0	1	0	1	2	3	0	0	0	0	0	0	3

ORDINANCE 2022-21

AN ORDINANCE AMENDING ORDINANCE 2021-36 THAT ESTABLISHED A SCHEDULE OF FINES AND COSTS, AND A BAIL BOND SCHEDULE FOR THE CITY'S MAYOR'S COURT

WHEREAS, the City's Mayor's Court must have an established schedule of fines and costs pursuant to Crim.R. 4.1(E) and Traf.R. 13(C); and

WHEREAS, the City's Mayor's Court must have an established bail bond schedule pursuant to Crim.R. 46; and

WHEREAS, on September 20, 2021, City Council established the City's Mayor's Court's schedule of fines and costs, and bail bond schedule by passing Ordinance 2021-36 with a 6-0 vote; and

WHEREAS, on February 7, 2022, City Council amended the City's Mayor's Court's schedule of fines and costs, and bail bond schedule, for the first-time, by-passing Ordinance 2022-03 with a 6-0 vote; and

WHEREAS, after a recent meeting with the Police Administrator and deputy sheriffs, it was determined that the Licensing & Accident section of the schedule of fines and costs, and bail bond schedule should be amended to include additional offenses and to provide more details about certain other offenses.

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

Section 1: The attached amended Licensing & Accident section of the schedule of fines and costs, and bail bond schedule is approved. All other sections of the schedule of fines and costs, and bail bond schedule shall remain as amended by Ordinance 2022-03.

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.

Passed this _____ day of _____, 2022.

Mike Lowrey, MAYOR

Emily Berner, CLERK

APPROVED AS TO FORM:

Jake Jeffries, DIRECTOR OF LAW

1st _____

2nd: _____

Eggleston	Y	N
Bahun	Y	N
Lindsey	Y	N
Mayor Lowrey	Y	N
Vice Mayor Grimm	Y	N
Rodewald	Y	N
Cook	Y	N

Totals:

Pass

Fail

Licensing & Accidents	CITY ORDINANCE	OHIO REVISED CODE	CATEGORY	FINE	COURT COST
Driver's or Commercial License Required	436.01	4507.02(A)(1)	UM	MUST APPEAR	
Driver's or Commercial License Required >2	436.01	4507.02(A)(1)	M1	MUST APPEAR	
Possession of More Than One Driver's License	436.02	4507.02(A)(2)	M1	MUST APPEAR	
Driving with Temporary Instruction Permit	436.03	4507.05	MM	\$150	\$118
Driving with Probationary License	436.035	4507.071	MM	\$150	\$118
Owner or Operator Allowing Another to Drive - No DL/Suspension/Financial	436.05(a)(1)-(3)	4511.203(A)(1)-(3)	UM	MUST APPEAR	
Owner or Operator Allowing Another to Drive - No DL/Suspension/Financial >2	436.05(a)(1)-(3)	4511.203(A)(1)-(3)	M1	MUST APPEAR	
Owner or Operator Allowing Another to Drive - OVI/Immobilization	436.05(a)(4)-(5)	4511.203(A)(4)-(5)	M1	MUST APPEAR	
Display of License - Drivers License	436.06	4507.35	UM	MUST APPEAR	
Display of License - Drivers License >2	436.06	4507.35	M1	MUST APPEAR	
Driving Under Suspension or in Violation of License Restriction	436.071(A)	4510.11(A)	M1	MUST APPEAR	
DUS - Violation of Other Provisions	436.071(B)	4510.111(A)	UM	MUST APPEAR	
DUS - Violation of Other Provisions >2	436.071(B)	4510.111(A)	M4	MUST APPEAR	
DUS - 12 Point	436.071(C)	4510.037(J)	M1	MUST APPEAR	
Operating Motor Vehicle Without Valid License - No License/Endorsement	436.072(c)(1)	4510.12(C)(1)	UM	MUST APPEAR	
Operating Motor Vehicle Without Valid License - No License/Endorsement >1	436.072(c)(1)	4510.12(C)(1)	M1	MUST APPEAR	
Operating Motor Vehicle Without Valid License - Expired	436.072(c)(2)	4510.12(C)(2)	MM	\$100	\$118
Operating Motor Vehicle Without Valid License - Expired >2	436.072(c)(2)	4510.12(C)(2)	M1	MUST	APPEAR
Driving Under O.V.I. Suspension	436.073	4510.14	M1	MUST APPEAR	
DUS - Financial	436.074	4510.16	UM	MUST APPEAR	
DUS - Financial >2	436.074	4510.16	M1	MUST APPEAR	
DUS - Failure to Reinstate	436.075	4510.21	UM	MUST APPEAR	
DUS - Failure to Reinstate >2	436.075	4510.21	M1	MUST APPEAR	
Operation or Sale Without Certificate or Title	436.08	4505.18	UM	\$100	\$108
Display of License Plates, Registration, Obstruction - Registration	436.09(b)	4503.11(A)	MM	\$100	\$108
Display of License Plates, Registration, Obstruction - Expired Tags	436.09(a)	4503.21(A)	MM	\$100	\$108
Display of License Plates, Registration, Obstruction - Resident	436.09(c)	4503.111(A),(C)	MM	\$100	\$108
Display of License Plates, Registration, Obstruction - Other State	436.09(f)	4549.12(A)	MM	\$100	\$108
Display of License Plates, Registration, Obstruction - Former Owner	436.09(e)	4549.11(A)	MM	\$100	\$108
Display of License Plates, Registration, Obstruction - Former Owner >1	436.09(e)	4549.11(A)	M4	\$250	\$108
Display of License Plates, Registration, Obstruction - 30 days	436.09(d)	4503.12	M4	\$250	\$108
Use of Illegal Plates	436.10	4549.08	M4	\$250	\$108
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	
Vehicle Accident Resulting in Damage to Realty	436.13	4549.03	M1	MUST APPEAR	

ORDINANCE 2022-22

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS OF OVER TWENTY THOUSAND DOLLARS (\$20,000) FOR AN EXPANDED TRAFFIC STUDY

WHEREAS, the City of New Carlisle is currently experiencing a high interest in residential developments; and

WHEREAS, it is paramount that the City takes the necessary steps to ensure that the impact of additional traffic will not be detrimental to the City and to be informed about possible solutions for controlling increases to vehicular traffic; and

WHEREAS, the City of New Carlisle approached Choice One Engineering in January 2022 regarding a traffic study; and

WHEREAS, since then, other developers and a home builder have submitted conceptual plans to the City for unofficial and/or preliminary review, which is indicative of their plans to follow through with the projects; and

WHEREAS, because conceptual plans have been submitted to the City, an expanded traffic study is warranted; and

WHEREAS, the total price of the expanded traffic study is \$21,800 according to the attached amended contract; and

WHEREAS, this matter is before City Council due to the amount exceeding the City Manager's monetary threshold.

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

Section 1: The City of New Carlisle authorizes the City Manager to enter into the attached amended contract with Choice One Engineering for the purpose of expanding a current traffic study.

Passed this _____ day of _____, 2022

Mike Lowrey, MAYOR

Emily Berner, CLERK

APPROVED AS TO FORM:

Jake Jeffries, DIRECTOR OF LAW

1st _____

2nd: _____

Eggleston	Y	N
Bahun	Y	N
Lindsey	Y	N
Mayor Lowrey	Y	N
Vice Mayor Grimm	Y	N
Rodewald	Y	N
Cook	Y	N

Totals:

Pass

Fail

Intro: 06/06/2022

Action: 06/21/2022

Effective: 07/06/2022

**Date**

May 27, 2022

Attention

Derek Hutchinson
Planning Director
dhutchinson@newcarlisle.net

Address

City of New Carlisle
331 S. Church Street
New Carlisle, OH 45344

Subject

Amendment to Agreement for Professional Services
North Main Street Traffic Impact Study
CLA-NCA-2201

Dear Mr. Hutchinson:

The Agreement referred to herein was executed on January 11, 2022 between the City of New Carlisle, hereinafter referred to as Client and Choice One Engineering Corporation, hereinafter referred to as Choice One.

This Agreement is hereby modified by mutual consent and agreement as followed. Please execute the Agreement Amendment and return it to Choice One.


If you have any questions, please feel free to give us a call.

City of New Carlisle

Authorized Signature

Date

Choice One Engineering Corporation



Michael K. Goettmoeller, P.E., Project Manager

May 27, 2022
Date

W. Central Ohio/E. Indiana
440 E. Hoewisher Rd.
Sidney, OH 45365
937.497.0200 Phone

S. Ohio/N. Kentucky
8956 Glendale Milford Rd., Suite 1
Loveland, OH 45140
513.239.8554 Phone

www.CHOICEONEENGINEERING.com



Scope of Services

Project Snapshot

The Scope of Services will be expanded to include the following:

1. Traffic Impact Study

- a. The expanded Study Area will include the following intersections:
 - i. North Main Street and Lake Avenue
 - ii. North Main Street and Jefferson Street
- b. Study an additional potential housing development located near the intersection of West Lake Avenue and Scarff Road.
 - i. The study will consist of four (4) total future developments.
- c. Turning movement counts will be performed by the Clark County Transportation Coordinating Committee (CCTCC) on behalf of the City at the following intersections from 6:00 AM to 7:00 PM to determine the existing traffic volumes at:
 - i. North Main Street and Lake Avenue
 - ii. North Main Street and Jefferson Street
- d. All counts need to be performed on a typical Tuesday, Wednesday, or Thursday.
- e. The additional intersections will be included in the analysis with the rest of the study.
- f. No detailed design is included in this agreement.
- g. Any additional intersection that may be required to be analyzed by the City that are not included in the above scope will be at an additional fee.

Compensation & Schedule

Compensation

Task	Additional Fee	Additional Fees From Previous Amendments	Original Fee	Total
Traffic Impact Study	\$6,000.00	\$0.00	\$15,800.00	\$21,800.00
Total				\$21,800.00

Schedule

The above service will commence after receipt of the executed Agreement Amendment and Choice One will work with the Client to determine a project schedule.

Choice One Engineering Corporation Standard Terms & Conditions

1/6/2022

Services Choice One Engineering Corporation (Choice One) will perform services for the Project as set forth in the Choice One agreement and in accordance with these Terms & Conditions. Choice One has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Choice One in performing their services.

Additional Services The Client and Choice One acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, Choice One will notify the Client of the need for additional services ~~and the Client will pay for such additional services at an hourly rate or as agreed to by the Client and Choice One, in writing and the specific cost or per hour rate that will be charged for such services, and the client will approve or reject such additional services in writing.~~

Project Requirements The Client will confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they will be furnished to Choice One at Project inception. Choice One will review the Client design standards and may recommend alternate standards considering the standard of care provision.

Period of Service Choice One will perform the services for the Project with due and reasonable diligence consistent with normal professional practices according to the Project Schedule. Should Choice One discern that the schedule cannot be met for any reason, Choice One will notify the Client as soon as practically possible.

Limitation of Liability In recognition of the relative risks and benefits of the project to both the Client and Choice One, ~~the Client agrees to the fullest extent permitted by law, to limit the liability of Choice One for any and all damages or claim expenses arising out of this agreement, from any and all causes, to \$50,000 or the fee realized by Choice One for the Project, whichever is greater. each party agrees to be responsible for any acts or omissions by or through itself or its agents, employees and contracted servants and each party further agrees to defend itself and themselves and pay any associated judgments and costs, also recognizing the Client will be named as an additional insured on the Commercial General Liability and Automobile Liability policies held by Choice One.~~

Compensation In consideration of the services performed by Choice One, the Client will pay Choice One in the manner set forth in the Choice One agreement. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation will be reasonably adjusted for delays or extensions of time beyond the control of Choice One.

Payment Terms Choice One will submit monthly invoices for services performed and Client will pay the full invoice amount within thirty (30) calendar days of the invoice date. Invoices will be considered correct if not questioned in writing within ten (10) calendar days of the invoice date. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. No interest will accrue on any contested portion of the billing until mutually resolved. Client will exercise reasonableness in contesting any billing or portion thereof. Choice One will be entitled to a 1.5% per month administrative charge in the event of payment delay. Client payment to Choice One is not contingent on arrangement of project financing. Invoice payment delayed beyond sixty (60) calendar days will give Choice One the right to suspend services until payments are current. Nonpayment beyond seventy (70) calendar days will be just cause for termination by Choice One.

Amendment This Agreement may not be amended except in writing and executed by both Choice One and Client. No alterations or modifications to these Terms and Conditions will be effective unless affirmatively contained in the signed amendment.

Assignment Neither party will assign its rights, interests or obligations under the Project without the express written consent of the other party.

Authorized Representatives The officer assigned to the Project by Choice One is the only authorized representative to make decisions or commitments on behalf of Choice One. The Client will designate a representative with similar authority.

Betterment If, due to Choice One's error or omission, any required item or component of the project is omitted from Choice One's construction documents, Choice One will not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will Choice One be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

Buried Utilities Where applicable to the Project, Choice One will conduct research and prepare a plan indicating the locations of underground improvements intended for subsurface penetration with respect to assumed locations of underground improvements. Such services by Choice One will be performed in manner consistent with ordinary standard of care. Client recognizes that the research may not identify all underground improvements and that the information on which Choice One relies may contain errors or may not be complete. The Client agrees to waive all claims and causes of action against Choice One for damages to underground improvements resulting from subsurface penetration locations established by Choice One, except for damages caused by the sole negligence or willful misconduct of Choice One.

Compliance with Laws Choice One will perform its services consistent with normal professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, Choice One will be entitled to additional compensation where additional services are needed to conform to the standard of practice.

Consequential Damages Neither the Client nor Choice One will be liable to the other for any consequential damages regardless of the nature or fault.

Construction Observation, If Applicable Construction observation will consist of visual observation of materials, equipment, or construction services for the purpose of ascertaining that the service is in general conformance with the Contract Documents. Such observation will not be construed as relieving the parties under contract in any way from their obligations and responsibilities under the Contract Documents. Specifically, observation will not require Choice One to assume responsibilities for the means and methods of construction. The Client has not retained Choice One to make detailed inspections or to provide exhaustive or continuous project review and observation services. Choice One does not guarantee the performance of, and will have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier, or any other entity furnishing materials or performing any services on the project.

Cost Estimates or Opinions Choice One may prepare cost estimates or opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Choice One acknowledge that actual costs may vary from the cost estimates or opinions prepared and that Choice One offers no guarantee related to the Project cost.

Defects in Service The Client will promptly report to Choice One any defects or suspected defects in service. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor agreement and will require all subcontracts at any level to contain a like provision. Failure by the Client and Client's contractors and subcontractors to notify Choice One will relieve Choice One of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Delays The services of each task will be considered complete when deliverables for the task have been presented to the Client. Choice One will be entitled to an extension of time and compensation adjustment for any delay beyond Choice One's control.

Design Without Construction Administration The Client acknowledges that there could be misinterpretations of Choice One Design Documents during construction, which could lead to errors and subsequent loss or damage. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and the Client waives any claims against Choice One that may be in any way connected hereto.

Dispute Resolution In the event of a dispute between Choice One and Client arising out of or related to this Agreement,

the aggrieved party will notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party will nominate a senior officer of its management to meet to resolve the dispute by direct negotiation. Should such negotiation fail to resolve the dispute, the Client and Choice One agree that all disputes will be submitted to nonbinding mediation unless the parties mutually agree otherwise.

Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

During the pendency of any dispute, the parties will continue diligently to fulfill their respective obligations hereunder.

Environmental Matters The Client warrants they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Choice One will be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. ~~The Client will indemnify Choice One from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Choice One.~~

Governing Law The terms of agreement will be governed by the laws of the state where the services are performed provided that nothing contained herein will be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

Hiring of Personnel Owner may not directly hire any employee of Choice One. Owner agrees that it shall not, directly or indirectly solicit any employee of the Engineer from accepting employment with Owner, affiliate companies, or competitors of Engineer.

Information from Other Parties The Client and Choice One acknowledge that Choice One will rely on information furnished by other parties in performing its services under the Project. Choice One will not be liable for any damages that may be incurred by the Client in the use of third party information.

Insurance Choice One will maintain the following insurance and coverage limits during the period of service if such coverage is reasonably available at commercially affordable premium. Upon request, the Client will be named as an additional insured on the Commercial General Liability and Automobile Liability policies.

- Worker's Compensation: As required by applicable state statute
- Commercial General Liability: \$1,000,000 per occurrence (bodily injury including death and property damage) \$2,000,000 aggregate
- Automobile Liability: \$1,000,000 combined single limit for bodily injury and property damage
- Professional Liability: \$2,000,000 per claim and \$2,000,000 aggregate

The Client will make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts

appropriate to the Project value and risks. Choice One will be a named insured on those policies where Choice One may be at risk.

Permits and Approvals Choice One will assist the Client in preparing applications and supporting documents as identified in the scope of services for the Client to secure permits and approvals from agencies having jurisdiction over the Project. Assistance in applying for permit applications by Choice One does not guarantee approval of the permits by the jurisdictional regulatory authorities. The Client agrees to pay all application and review fees.

Reuse of Documents All documents prepared by Choice One pursuant to this Agreement are instruments of service as part of the Project. They are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or any other project. Any reuse without written verification or adaptation by Choice One for the specific purpose intended will be at the Client's risk and without liability or legal exposure to Choice One. Any verification or adaptation requested by the Client to be performed by Choice One will entitle Choice One to further compensation at rates to be agreed upon by the Client and Choice One.

Safety Choice One will be responsible solely for the safety precautions or programs of its employees and no other party. In no event will Choice One be responsible for construction methods, means, techniques or sequences of construction, which are solely the responsibility of the Contractor.

Severability Any provision of these terms later held to violate any law will be deemed void and all remaining provisions will continue in force. In such event, the Client and Choice One will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

Site Access The Client will obtain all necessary approvals for Choice One and subcontractors to access the Project site(s).

Site Signage Choice One will be permitted to install on the project premises an exterior sign of not more than 60 square feet for promotional purposes. The location of the sign will be mutually agreed upon by Owner and Choice One, not to be unreasonably withheld by either.

Standard of Care Services provided by Choice One will be performed with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances. The standard of care will exclusively be judged as of the time the services are rendered and not according to later standards.

Survival All provisions of these terms that allocate responsibility or liability between the Client and Choice One will survive the completion or termination of services for the Project.

Suspension of Work The Client may suspend services performed by Choice One with cause upon seven (7) calendar days documented notice. Choice One will submit an invoice for services performed up to the effective date of the work suspension and the Client will pay Choice One all outstanding invoices within fourteen (14) calendar days. Choice One will be entitled to renegotiate the Project schedule and the compensation terms for the Project.

Termination The Client or Choice One may terminate services on the Project upon seven (7) calendar days documented notice in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Choice One will submit an invoice for services performed up to the effective date of termination and the Client will pay Choice One all outstanding invoices within fourteen (14) calendar days.

Time Bar To Legal Action All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder will be barred and under no circumstances will any such claim be initiated by either party after three (3) years have passed from the date of Choice One's final invoice, unless Choice One's services will be terminated earlier, in which case the date of termination of this Agreement will be used.

Waiver of Rights The failure of either party to enforce any provision of these terms and conditions will not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

Non Discrimination Both parties agree that: in the hiring of employees for the performance of work under the contract or in any subcontract, no contractor or subcontractor, by reason or race, color, religion, sex, age, disability, or military status as defined in section 4112.01 of the Ohio Revised Code, national origin or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and able to perform the work to which the agreement relates;

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

Ethics Law By signing this Agreement, both parties certify that they are currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code Sections 102.03 and 102.04.

Civil Rights Both parties agree that in the performance of this agreement there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or any other factor specified in the Civil Rights Act of 1964 and subsequent amendments. Also included is the Americans with Disabilities Act. It is further agreed that both parties will fully comply with all applicable Federal and State laws regarding such discrimination and the right to and method of appeal will be made available to all persons served pursuant to the terms of this agreement.

ORDINANCE 2022-23

AN ORDINANCE SUPPLEMENTING CERTAIN APPROPRIATIONS CONTAINED IN NEW CARLISLE CITY ORDINANCE 2021-44

WHEREAS, Ordinance 2021-44 is the Annual Appropriations Ordinance for the City of New Carlisle for the fiscal year ending December 31, 2022; 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, 2022, the 2022 appropriations are hereby increased for the following fund/fund types by the amounts shown:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>INCREASE</u>	<u>REASON</u>
101	GENERAL FUND		
	101.2000.53200	\$ 5,000.00	Additional Communications Expense
	101.2000.53400	\$ 25,000.00	Professional Services - Grounds Maintenance
	101.2000.53500	\$ 10,000.00	Additional Maint. Of Facilities
	101.2300.53500	\$ 5,000.00	Mayor's Court - Add to Maint. Of Facilities
	101.2300.53400	\$ 10,000.00	Mayor's Court - Professional Services
101	TOTAL GENERAL FUND	\$ 55,000.00	
235	AMERICAN RESCUE FUND		
	235.2800.57100	\$ 8,500.00	Transfer out to WWTP Secondary Clairifier Share
202	STATE HIGHWAY		
	202.6200.53501	\$ 75,000.00	Maintenance for Curbs & Ramps
501	WATER FUND		
	501.5300.53501	\$ 50,000.00	Repairs to Water Lines
502	WASTEWATER FUND		
	502.5400.53502	\$ 35,000.00	Additional Maint. Of Equipment
		<u>\$ 223,500.00</u>	TOTAL APPROPRIATION INCREASE

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 _____, 2022

Mike Lowrey, Mayor

Emily Berner, Clerk of Council

APPROVED AS TO FORM:

Jake Jeffries, Law Director

1st _____

2nd: _____

Eggleston	Y	N
Bahun	Y	N
Lindsey	Y	N
Mayor Lowrey	Y	N
Vice Mayor Grimm	Y	N
Rodewald	Y	N
Cook	Y	N
Totals:		

Pass Fail

ORDINANCE 2022-24E

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS OF OVER TWENTY THOUSAND DOLLARS (\$20,000.00) FOR THE REPAIR OF THE WASTEWATER DEPARTMENT'S 1998 INTERNATIONAL VAC/SEWER JET COMBINATION TRUCK, AND DECLARING AN EMERGENCY

WHEREAS, the City of New Carlisle budgets for the repair of its vehicles yearly; and

WHEREAS, the tip of the fuel injector in the City's International vac/sewer jet combination truck broke off into engine cylinder #3, which caused damaged to that cylinder; and

WHEREAS, metal shavings ended up in the oil that is pumped throughout the truck's engine; and

WHEREAS, Rush Truck Centers has submitted the attached estimate for the repair of the truck, but the total cost could exceed the estimate; and

WHEREAS, this matter is before City Council due to the amount exceeding the City Manager's monetary threshold.

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

Section 1. The City of New Carlisle authorizes the City Manager to expend funds in excess of \$20,000.00 from the 2022 budget for the repair of the City's International vac/sewer jet combination truck.

Section 2. The dollar amount shall not exceed \$35,000.

Section 3. Because a functional vac/sewer jet combination truck is necessary for the Wastewater Department's day-to-day operations and the estimate is only valid for thirty (30) days, this ordinance is declared an emergency measure necessary to preserve the financial welfare of the City and to preserve the safety and health of the City, and this ordinance shall be deemed effective immediately upon passage of six (6) City Council members.

Passed this _____ day of _____, 2022.

Mike Lowrey, MAYOR

Emily Berner, CLERK

APPROVED AS TO FORM:

Jake Jeffries, DIRECTOR OF LAW

Intro: 06/06/2022
Action: 06/06/2022
Effective: 06/06/2022

1st	_____	
2nd:	_____	
Eggleston	Y	N
Bahun	Y	N
Lindsey	Y	N
Mayor Lowrey	Y	N
Vice Mayor Grimm	Y	N
Rodewald	Y	N
Cook	Y	N
Totals:		
	Pass	Fail

RUSH TRK CTR OF S OH

7655 POE AVENUE - DAYTON, OH 45414

Phone: (1) 937-2802300 - Fax: (1) 937-2802397

Estimate Number: 3655549 - RO Number: N/A

Service Writer: Kyrstin Stempson - Date: 5/17/2022 10:00 AM (C)

Currency: USD



Unit No: VAC

city of new carlisle

VIN: 1HTGBADR9WH561303
Model: 2554 4X2
Engine: INT 530E HEUI DSL 250HP/2000RPM
Make: International
Delivered: 12/30/1997
In Service: 24 Years 4 Months
Mileage: 0 Eng Hrs: 0

Recall/AFC: No

Contact Name: rush dayton
Position: service-primary
Phone: (937) 280-2300
E-Mail: rush_dayton@yahoo.com
PO Number:

Operation (Un-Sectioned)	Labor Cost	Parts Cost	Core Charge	Total Cost
Diag, Fault Code Circuit Diagnosis	\$170.00	\$0.00	\$0.00	\$170.00
Computer Hook Up - Software Fee	\$0.00	\$0.00	\$0.00	\$50.00
A Service	\$182.00	\$120.00	\$0.00	\$302.00
Injector/Valve Cover Gasket Replacement (1) INJECTOR KIT, FUEL, BD I308, W/ SEALS (1) GASKET KIT, VALVE COVER	\$1,105.00	\$646.57	\$0.00	\$1,751.57
ENGINE REPLACEMENT (1) ENGINE MY95-97 TRIMMED REMAN (6) HOSE 1/2"X50 HEATER (1) HOSE AIR COMP (1) TF-550 COMPRESSOR (1) TO313003 (10) ZXEDRU1 (6) GR C/S D (1) HOSE,RAD 2 1/2" ID SILICONE (1) 169671C1 (1) BELT 8PK.75.60 (2) INSULATOR, ENGINE FRONT MOUNTI (4) INSULATOR SNUBBER SNUBBING WA (2) INSULATOR SNUBBER (1) MISC 90 (8) CLAMP ASSY HOSE	\$5,950.00	\$19,317.57	\$0.00	\$25,267.57
Final Road Test	\$80.00	\$0.00	\$0.00	\$80.00

Notes:

[5/17/2022 10:00 AM] - Dealer: CUSTOMER BROUGHT UNIT IN FOR COMPLAINT OF UNIT RUNNING ROUGH AND BLOWING HEAVY WHITE SMOKE.

Tech Notes: checked out engine and found #3 cyl dead. has lot of blow by and some condensation in oil dipstick. also way over full on oil. made est for oil change and #3 inj to start with and recheck if engine straightens

out or may have took out the cylinder.

Further quote may follow

Once valve cover was removed for injector replacement it was found the injector tip has broken off and liner is scored.

After tech replaced needed components, unit needs engine replaced. We will road test after all repairs are made to ensure no further issues. We will revise this estimate if any other failures are found.

Summary

Parts:	\$20,084.14
Core:	\$0.00
Labor:	\$7,487.00
Other Items:	\$50.00
Shop:	\$350.00
Tax:	\$0.00
Freight:	\$292.00
TOTAL:	\$28,263.14

This estimate is subject to teardown and inspection and is valid for 30 days from date above. I, the undersigned, authorize you to perform the repairs and furnish the necessary materials. I understand any costs verbally quoted are an estimate only and not binding. Your employees may operate vehicle for inspecting, testing and delivery at my risk. You will not be responsible for loss or damage to vehicle or articles left in it. AUTHORIZED BY: _____
DATE: ___/___/___