



CITY COUNCIL

REGULAR MEETING PACKET

December 5, 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: 10/25/22 Special Meeting; 11/21/2022 Regular Meeting
6. Communications: Roll-Over of Town Hall (if needed)
7. City Manager's Report: Attached
8. Committee Reports:
9. Comments from Members of the Public: *Comments limited to 5 minutes or less

10. RESOLUTIONS: None

11. ORDINANCES: (2 - Intro; 6 - Action*)

***A. Ordinance 2022-58 (Introduced on 11/21/22. Public Hearing & Action Tonight)**

AN ORDINANCE AMENDING SECTION 1460.32 OF THE CODIFIED ORDINANCES OF THE CITY OF NEW CARLISLE TO ADDRESS THE PLACEMENT OF COMMERCIAL TRASH AND GARBAGE CONTAINERS AND/OR DUMPSTERS

***B. Ordinance 2022-59 (Introduced on 11/21/22. Public Hearing & Action Tonight)**

AN ORDINANCE AMENDING SECTION 1460.25 OF THE CODIFIED ORDINANCES OF THE CITY OF NEW CARLISLE TO ADDRESS THE PLACEMENT OF RESIDENTIAL TRASH AND RECYCLING CONTAINERS

***C. Ordinance 2022-60 (Introduced on 11/21/22. Public Hearing & Action Tonight)**

AN ORDINANCE AMENDING CHAPTER 1460 OF THE CODIFIED ORDINANCES OF THE CITY OF NEW CARLISLE TO ADDRESS VEHICLE PARKING AND ACCESSORY USES

***D. Ordinance 2022-61 (Introduced on 11/21/22. Public Hearing & Action Tonight)**

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE SHERIFF OF CLARK COUNTY, OHIO FOR POLICE PROTECTION WITHIN THE CITY LIMITS OF NEW CARLISLE, OHIO

***E. Ordinance 2022-62 (Introduced on 11/21/22. Public Hearing & Action Tonight)**

AN ORDINANCE ESTABLISHING APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF NEW CARLISLE, STATE OF OHIO, DURING THE FISCAL YEAR ENDING DECEMBER 31, 2023

F. Ordinance 2022-63 (Introduction Tonight. Public Hearing & Action on 12/19/22)

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE CLARK COUNTY SHERIFF'S OFFICE FOR FIRE AND EMS DISPATCHING SERVICES

***G. Ordinance 2022-64 (Introduction. Public Hearing & Action Tonight)**

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR CITY EMPLOYEE HEALTH INSURANCE, AND DECLARING AN EMERGENCY

12. OTHER BUSINESS:

- Next Special Meeting of Council: Thursday, December 8th at 6:00PM. Smith Park Shelter House
 - D.R. Horton Residential Development Public Hearing and Legislation Introductions
 - Action on Legislative Items will be at the December 19th Regular Meeting
- Additional City Business: Open Discussion for City Related Matters

13. Executive Session:

14. Return to Regular Session:

15. Adjournment

Next Council Meeting is Monday, December 19, 2022 @ Smith Park Shelter House. 6:30PM.

RECORD OF PROCEEDING

MINUTES: CITY OF NEW CARLISLE, OHIO REGULAR SESSION MEETING @ Smith Park Shelter HELD: October 25, 2022 @ 6:30PM

- 1. Call to Order:** Mayor Lowrey calls the meeting to order.
- 2. Roll Call:** Bridge calls the roll- Lowrey, Grimm, Bahun, Cook, Eggleston, Lindsey, Rodewald 7 members present
Staff present: Bridge, Kitko, Harris, Trusty
- 3. Invocation:** Cook
- 4. Pledge of Allegiance:** All Welcome to Participate
- 5. Action on Minutes:** None
- 6. Communications:** None
- 7. City Manager's Report:** None

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

Police Report:

Fire/EMS Report:

Finance Report:

Service Report:

Planning and Zoning Report:

B. INFORMATIONAL ITEMS:

- 8. Comments from Members of the Public:** None
- 9. Committee Reports:** None
- 10. RESOLUTIONS:** None
- 11. ORDINANCES:** None
- 12. OTHER BUSINESS:**

Additional City Business

Budget 2023 discussions:

General Fund revenues/expenses from each department discussed. Discussions summarized below.

Wages- Bahun asks about the increase of funds in the wages line item- Harris notes increase in maintenance of equipment, cloud server VIP upgrade. Increase in the wages \$402,000 vs \$352,000- includes consolidation of wages and insurance increase. Adds "not to exceed" amount in the budget.

Explanations on various line items from Planning, Law Director (includes funds for consultations for developments). Harris explains Howie's wages come from Parks, Water, Sewer and in Parks the wages include a full time Parks employee.

Bridge adds that Parks and Rec asks for some funds for benches. Harris added line items for events and for items. Discussions on the Parks and Rec services and Council notes they are good.

Discussions on the line items for the staff christmas party (special events). Harris explains how the funds not spent are left in the GF. Rodewald asks about another site for fireworks? Bridge adds they will have a company trim trees on Main St. and one to take care of all the flower beds. Lowrey asks about the tree that covers the bridge near Wot A Dog. Kitko will look into who owns it.

Lindsey asks if the Mayor's court is paying for itself. Harris notes "no to date" but by the end of the year she can give him a better idea. Bridge adds

how the fines work. He adds that the courts are not money makers, give it time. Rodewald adds bringing in around \$3200 per month. Harris points out the monthly reports for the Mayor's court. Lowrey asks about the 235 Line item project- Kitko notes it is an old project- no funds.

Bridge explains the estimations vs the actuals is common to have an overage. Harris adds that the GF has been increasing. Discussions on GF balances and reductions, tax collections and how the collections are leveling out. Bridge notes the city needs more revenue coming in. Slashing the GF will require stopping some of the services.

Harris and Kitko continue explaining the budget/levy for state highway, streets and street improvements. Harris notes everything received is spent. Kitko adds the city has saved for 7-8 years. The city does not get much from the gas tax. Lowrey asks how many streets will get fixed next year. Kitko notes Fenwick is approved. City will pay 10% of the fee. Henry, Villa, Falcon, W. Washington, Walsh- Kitko notes those are the goals.

Emergency/Ambulance- Saving \$100,000 to save.

Emergency/Ambulance Operating- Harris explains those areas of the budget and uses for.

Continued discussions on the water budgets. The prices and discussions on the comparables to other municipalities. Kitko gives a small breakdown on the possible funds if an increase occurred.

Lowrey asks about the Hut- Asks about any money to cosmetically update the hut, to give it a cleaner look. Kitko could get some quotes. Kitko notes it is structurally sound but he understands. Discussions on what could be done. Kitko notes the cost to restrain the shelter is around \$10,000 ; he is not sure on the estimate for the hut. Lowrey asks if \$50,000 is doable. Kitko will get some quotes. Bridge and Harris add \$20,000 to the budget.

Wastewater- Harris and Kitko explain the budget. Kitko notes last year for the loans from the clarifier.

Pool- Bridge notes at some point pool discussion will take place. Saving for the liner. Lindsey asks how much is the liner? Discussions on getting the liner. Kitko is nervous that if the liner does not work the warranty will not cover it. Bridge adds "the pool is past its useful life". Bridge adds it is a business decision and has really only sustained itself one year. Pool is 54 years old. Rodewald notes most cities have pools. Discussions on who has pools, splash pads and what other cities offer. Loss of \$65,000 for the pool this year. Previous year profit of \$28,000. Continued discussions on the pool expenses this year. Lindsey agrees with the business decision on not sustaining the cost of the pool. Lowrey thinks the pool is an attraction. Asks why the city can not go after a sponsor. Bridge states "we do not have enough patronage". Lowrey adds no one puts in a "better way to try and fund it" and the "ball is always dropped". Bridge adds Council can always talk to commissioners. Bridge adds again the pool does not make money. Lindsey agrees the pool should go but also would like to see it replaced. Continued discussions.

Cemetery- Harris notes a small portion of salary, and very low fund balance. There is no way to get more revenue. Discussions on the cemetery. The home on the property and the upgrades needed. Kitko notes around 72 people per year get buried. Kitko looked into possible revenue generators with cremations. Lindsey motions to drop the fund from \$50,000 to \$45,000 in main/facilities and cemetery YES: Cook, Eggleston, Lindsey NAY: Rodewald, Lowrey, Grimm, Bahun Fails 4-3

Water Capital Improvement: account has been built for savings. New homes pay a tap fee and funds go into this.

Wastewater Capital Improvement: none

Cemetery care: sales, small expenses for flowers and interest earned.

Street lighting: pays for street lights and stays the same.

Government Center: transfer of \$25,000 each year to save for a new city building. \$75,000 current balance. Cook asks about increasing it. Harris notes can be taken from GF to add to it.

Wastewater equipment- bal. Same.

Lowrey brings up funds for Christmas decor that were moved prior to Covid. Lowrey adds just some new stuff. Bridge notes it will come out of the general fund, lands and buildings. Bridge asks what types of decorations, items for the lamp poles? Kitko adds Springfield contracts out for lights. Discussions on various items. Bridge will look into items. Harris notes it can go under lands and buildings Lowrey motions to use \$20,000 for Christmas decor 2nd Eggleston YES: Rodewald, Lowrey, Grimm, Eggleston, NAY: Lindsey, Bahun, Cook Accepted 4-3

Bridge notes he did play around with the general fund, taking it to bare bones. Rodewald asks if he has started the search for the planning director. Kitko is taking applications for water operation with CDL.

Motion to adjourn by Eggleston 2nd by Lindsey @ 7:55pm YES: Rodewald, Lowrey, Grimm, Bahun, Cook, Eggleston, Lindsey NAY: 0 Accepted 7-0

13. Executive Session: none

14. Adjournment: @8:30 pm. 1st Eggleston 2nd Lindsey YES: Rodewald, Lowrey, Grimm, Bahun, Cook, Eggleston, Lindsey NAY: 0 Accepted 7-0

Mayor Mike Lowrey

Clerk of Council Emily Berner

RECORD OF PROCEEDING

MINUTES: CITY OF NEW CARLISLE, OHIO REGULAR SESSION MEETING @ Smith Park Shelter HELD: Monday November 21, 2022 @ 6:30PM

1. Call to Order: Mayor Lowrey calls the meeting to order.

2. Roll Call: Berner calls the roll- Lowrey, Grimm, Bahun, Cook, Eggleston, Lindsey, Rodewald Staff present: Bridge, Kitko, Trusty

3. Invocation: CM Cook

4. Pledge of Allegiance: All Welcome to Participate

5. Action on Minutes:

9/26/22- 1st Lindsey 2nd Eggleston YES: 7 Lindsey, Rodewald, Lowrey, Grimm, Bahun, Cook, Eggleston NAY: 0 Accepted 7-0

9/28/22- 1st Eggleston 2nd Lindsey YES:6 Rodewald, Lowrey, Bahun, Cook, Eggleston, Lindsey NAY: 0 Abstain: Grimm- Accepted 6-0-1

11/7/22- 1st Lindsey 2nd Cook YES: 7 Eggleston, Lindsey, Rodewald, Lowrey, Grimm, Bahun, Cook NAY: 0 Accepted 7-0

6.Communications: Planning Board Arbor Homes Recommendation; Attached Bridge reads for the record.

Subject: Planning Board Report November 15. 2022

Date: Wednesday, November 16, 2022 at 10:21:26 AM Eastern Standard Time

From: Planning Board #3

To: Randy Bridge

Mr. Bridge, Members of City Council

On November 15, 2022, the Planning Board held a public meeting for Arbor Homes Preliminary Map and Zoning Change Application. After reviewing the site plan, all the requested changes the Board had requested from the previous meeting had been completed.

During this meeting public comments from Mr. & Mrs. Callon 1769 Addison-New Carlisle Rd. Requested some sort of a barrier at the property line that abuts this project. This was discussed by the Board, The Planning Director Mr. Bridge, and Mr. Metzger from Arbor Homes, also a request for a 20-foot rear set back on lots 204-234 from Mr. Metzger. The Planning Board Approved this Preliminary Map and Zoning Change with the following Modifications.

1. There will be a 6-foot dirt mound in the open space D with Green Shrubs along the West property line of the Callon Property.

2. Lots 204 thru 234 on the North side of the Development will be permitted a 20-foot rear set back to accommodate the Houses they plan to build in this development.

The Planning Board Recommends Council Approve this preliminary Site Plan and Zoning Request, with any further Modifications Council should choose to make.

Our Next Planning Board Meeting is scheduled for January 10, 2023, 6PM at the Shelter House.

Respectfully Submitted, Steve Fields, President New Carlisle Planning Board.

7. City Manager's Report: Discussion after the departmental reports.

B. INFORMATIONAL ITEMS

- Discussion Topics
 - 2023 Health Insurance Increase
 - TIF Presentation
 - Tuesday, January 3, 2023
 - 6:00PM - Motion Requested
 - Habitat for Humanity @ City Council Meeting
 - Tuesday, January 17, 2023
 - Security and Privacy Training
 - Environmental Consultants and D.R. Horton Development
 - Planning Board
 - Recommends Approval of Arbor Homes Preliminary Plan and Zone Change Application
 - Council Timeline:
 - ◇ Ordinance Introductions and Public Hearings
 - Less than 60 days from notice from Planning Board
 - Legal Ad to appear at least 30 days before the hearing
 - ◇ Action on Ordinances
 - Within 30 days of Public Hearing
 - ◇ Motions will be requested to secure meeting dates according to the restrictions noted above

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

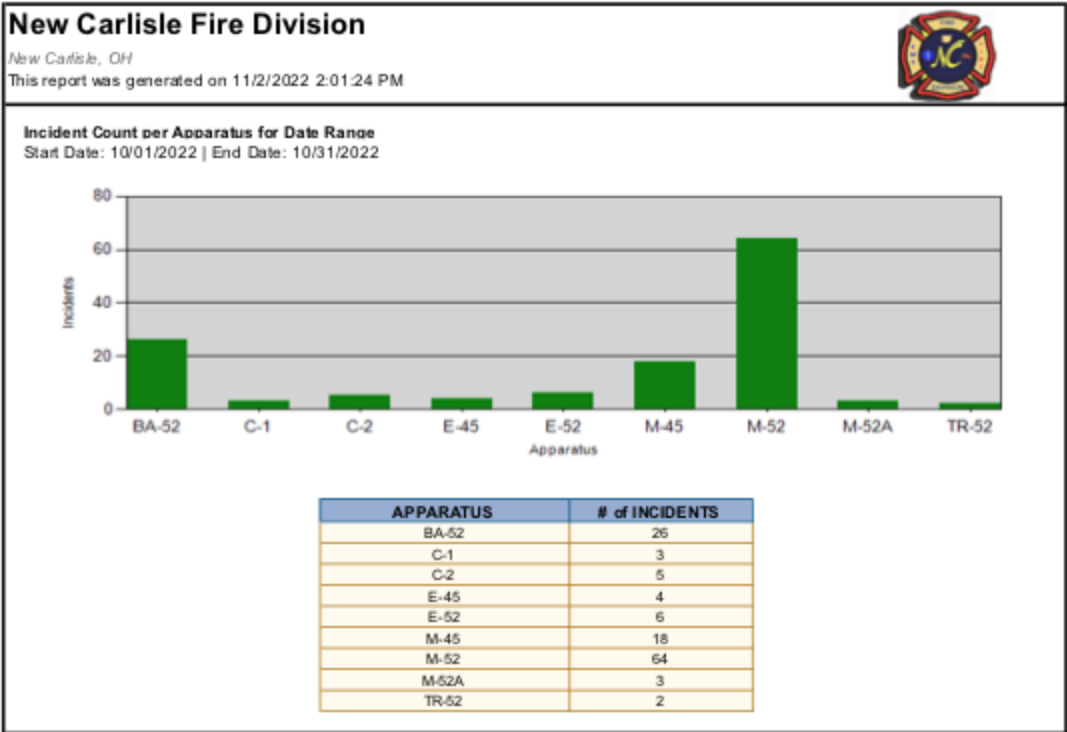
Police Report:

NEW CARLISLE	CALLS	ASSISTS	REPORTS	TRAFFIC STOPS	CITATIONS	WARNINGS	ARREST	CODE ENFO	BUSINESS CHECKS	CRASH
October										
Dep. Majercak	26	1	2	1	0	1	0	0	171	1
Dep. Forrest	62	6	13	9	3	6	2	0	165	2
Dep. McDuffie	16	3	10	4	1	3	8	0	10	1
Dep. Garman	35	8	8	5	3	2	0	0	41	0
Dep. Harris	17	3	4	24	14	10	1	0	240	0
Total	156	21	37	43	21	22	11	0	627	4

Fire/EMS Report:

City of New Carlisle
City Council Meeting
11-21-2022
Fire-EMS Report

- In the Month of October the New Carlisle Fire Division responded to 67 EMS call in the city and 18 in Elizabeth Township.
- The Division responded to 8 Fire related calls in the city and 4 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 3 mutual aid EMS calls for Pike Township and 4 for Bethel Clark.
- We have completed all Hydrant flushing for the year.



Finance Report:

COUNCIL FINANCIAL REPORT SUMMARY – OCTOBER 2022

<div><div>Estimated Revenue \$ 6,814,884.00</div><div>Amended Est. Resources \$ 1,000.00</div><div>Amended Est. Resources \$ (49,591.32)</div><div>Amended Est. Resources \$ -</div><div>Amended Est. Resources \$ -</div><div>2022 REVISED TOTAL EST. REV. \$ 6,766,292.68</div></div>	<div><div>2022 Original Budget \$ 7,853,526.00</div><div>1st Q. Supplemental \$ 164,950.00</div><div>2nd. Q. Supplemental \$ 223,500.00</div><div>3rd. Q. Supplemental \$ -</div><div>4th Q. Supplemental \$ -</div><div>2022 REVISED TOTAL BUDGET \$ 8,241,976.00</div></div>																																																								
<table><tr><th>Month</th><th>Revenue Received</th></tr><tr><td>January</td><td>\$ 567,869.37</td></tr><tr><td>February</td><td>\$ 835,723.95</td></tr><tr><td>March</td><td>\$ 1,158,287.72</td></tr><tr><td>April</td><td>\$ 691,820.94</td></tr><tr><td>May</td><td>\$ 683,488.33</td></tr><tr><td>June</td><td>\$ 734,344.99</td></tr><tr><td>July</td><td>\$ 928,220.16</td></tr><tr><td>August</td><td>\$ 1,062,566.24</td></tr><tr><td>September</td><td>\$ 798,340.26</td></tr><tr><td>October</td><td>\$ 559,965.35</td></tr><tr><td>November</td><td></td></tr><tr><td>December</td><td></td></tr><tr><td>Received To Date</td><td>\$ 8,020,627.31</td></tr></table>	Month	Revenue Received	January	\$ 567,869.37	February	\$ 835,723.95	March	\$ 1,158,287.72	April	\$ 691,820.94	May	\$ 683,488.33	June	\$ 734,344.99	July	\$ 928,220.16	August	\$ 1,062,566.24	September	\$ 798,340.26	October	\$ 559,965.35	November		December		Received To Date	\$ 8,020,627.31	<table><tr><th>Month</th><th>Expenses Paid</th></tr><tr><td>January</td><td>\$ 381,705.01</td></tr><tr><td>February</td><td>\$ 813,030.24</td></tr><tr><td>March</td><td>\$ 1,036,941.13</td></tr><tr><td>April</td><td>\$ 388,868.27</td></tr><tr><td>May</td><td>\$ 516,345.12</td></tr><tr><td>June</td><td>\$ 690,154.41</td></tr><tr><td>July</td><td>\$ 559,620.18</td></tr><tr><td>August</td><td>\$ 563,647.12</td></tr><tr><td>September</td><td>\$ 703,287.01</td></tr><tr><td>October</td><td>\$ 532,648.80</td></tr><tr><td>November</td><td></td></tr><tr><td>December</td><td></td></tr><tr><td>Expenses to Date</td><td>\$ 6,186,247.29</td></tr></table>	Month	Expenses Paid	January	\$ 381,705.01	February	\$ 813,030.24	March	\$ 1,036,941.13	April	\$ 388,868.27	May	\$ 516,345.12	June	\$ 690,154.41	July	\$ 559,620.18	August	\$ 563,647.12	September	\$ 703,287.01	October	\$ 532,648.80	November		December		Expenses to Date	\$ 6,186,247.29
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Statement of Cash from Revenue and Expense						
From: 1/1/2022 to 10/31/2022						
Fund	Description	Beginning Balance	Net Revenue YTD	Net Expense YTD	Unexpended Balance	Encumbrance YTD
Grand Total:		\$6,014,278.47	\$8,020,627.31	\$6,186,247.29	\$7,848,658.49	\$732,138.00
						\$7,116,520.49

BANK RECONCILIATIONS - OCT. 2022								
Bank Accounts	Bank Balance	Outstanding Vendor	Outstanding Employee	Deposits in Transit	NSF Check (s)	Adjustments	Book Balance	Difference
PNC - General	\$ 2,377,035.94	\$ -	\$ -	\$ 4,187.43	\$ -	\$ -	\$ 2,381,223.37	\$ -
PNC - Payroll	\$ 203,361.52	\$ (3,361.52)	\$ -	\$ -	\$ -	\$ -	\$ 200,000.00	\$ -
Star Ohio	\$ 2,109,516.06	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,109,516.06	\$ -
Park Nat. General	\$ 2,374,513.20	\$ (34,265.38)	\$ -	\$ 51.95	\$ -	\$ -	\$ 2,340,299.77	\$ -
Park Nat. - MMA	\$ 741,741.04	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 741,741.04	\$ -
Park Nat. - Mayor's	\$ 200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200.00	\$ -
NCF	\$ 526.53	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 526.53	\$ -
NCF - CD's	\$ 74,651.72	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 74,651.72	\$ -
Cash on Hand	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500.00	\$ -
Grand Totals	\$ 7,882,046.01	\$ (37,626.90)	\$ -	\$ 4,239.38	\$ -	\$ -	\$ 7,848,658.49	\$ -



MAYOR'S COURT REPORT
FOR OCTOBER 2022

Total Citations: 18 (18 Traffic)

FUND RECEIVED	CURRENT MONTH	YEAR-TO-DATE
Fines	\$ 451.00	\$ 3,369.00
Court Cost	\$ 895.00	\$ 4,445.00
Fines- Clark County Municipal (transfer Cases)	\$ -	\$ -
Total Fees Paid (LF, Bounced Cks, BW)	\$ -	\$ -
Other (Bond Forfeiture)	\$ -	\$ -
Misc Fees Paid (Jail Time)	\$ -	\$ -
Bond Collected	\$ -	\$ -
Restitution	\$ -	\$ -
SB 17 Indigent driver interlock & alcohol	\$ -	\$ -
TOTAL FUNDS RECEIVED	\$ 1,346.00	\$ 7,814.00
FUNDS DISBURSED		
Victims of Crime	\$ 72.00	\$ 342.00
Child Safety/Seat Belts	\$ -	\$ -
Indigent Defense Support Fund	\$ 220.00	\$ 980.00
Drug Law Enforcement Fund	\$ 28.00	\$ 133.00
Expungement	\$ -	\$ -
State Bond Surcharge (new as of 2010)	\$ -	\$ -
TOTAL REMITTED TO STATE	\$ 320.00	\$ 1,455.00
Indigent Drivers Alcohol Treatment (Springfield)	\$ 12.00	\$ 57.00
Remitted to Computer Fund (Clerk)	\$ 65.00	\$ 355.00
Remitted to Computer Fund (Court)	\$ 18.00	\$ 102.00
Remitted to Court Security Fund	\$ 60.00	\$ 340.00
Remitted to Facility Fee	\$ 30.00	\$ 170.00
Remitted to City GF - Fines	\$ 451.00	\$ 3,210.00
Remitted to City GF - Court Court/Misc	\$ 390.00	\$ 2,125.00
Remitted to City- Jail Expenses	\$ -	\$ -
Remitted to City- Enforcement & Education	\$ -	\$ -
Remitted to City- Drug Analysis	\$ -	\$ -
SB 17 Indigent Driver Interlock & Alcohol	\$ -	\$ -
TOTAL REMITTED TO CITY	\$ 1,014.00	\$ 6,302.00
Capital Recovery	\$ -	\$ -
Restitution	\$ -	\$ -
Bonds forfeited	\$ -	\$ -
TOTAL DISBURSED	\$ 1,346.00	\$ 7,814.00

Prepared & Submitted By:
Kristy Thome, Clerk of Court

Motion by Eggleston 2nd by Lindsey to accept the financial report
Accepted 7-0 YES: Rodewald, Lowrey, Grimm, Bahun, Cook, Eggleston,
Lindsey Nay: 0

Motion by Grimm 2nd by Lindsey to accept the Mayor's court report
Accepted 7-0 YES- Rodewald, Lowrey, Grimm, Bahun, Cook, Eggleston,
Lindsey NAY: 0

Service Report:

To: Randy Bridge, City Manager
From: Howard Kitko, Service Director
Date: November 21, 2022
Subject: Council Update

Public Works Departments:

- Leaf collection started October 24th in Section "A". Schedule and map can be found on the city's website, Facebook page and the city building.
- Preparing for winter de-icing operations.
- New Solar, LED blinking speed limit signs just arrived. They will be scheduled to be installed soon.

Water Department:

- Sanitary Survey: Updating the number of private well locations to complete our backflow program.
- Well #4 pitless adapter on order. Coordinating with contractor to excavate area.
- Hydrant flushing is complete. Thank you to the Fire Department for assisting in this effort.

Sewer Department:

- Secondary clarifier #2 has been completed and is in operation.
- Secondary clarifier #1 will be placed out for bid on 11/23 and 11/30. American Rescue Plan Funds and minimal local Wastewater funds. Estimated \$295,000 ARP Federal and \$10,000 local.
- Primary #2 Clarifier agreement with OPWC has been executed. Project will be out for bid 11/23 and 11/30. Funding will be from American Rescue Plan and OPWC Funds \$98,500 & 98,500 ARP Federal Funds. Ordinance will be coming to council to award a contractor, for both clarifiers, after bidding process is completed and reviewed.

2022 Road Reconstruction/Resurfacing Projects:

- Clark County Resurface Project: Suspended until 2023
- Curb and ADA ramp work this late winter/Spring, prior to resurfacing in 2023. Working with ODOT on number of ramps that will need to be replaced or repaired.
- The City of New Carlisle has been awarded a CDBG grant for the Fenwick Dr. Reconstruction Phase II. Construction Cost estimated to be \$452,792, with the city's share to be an estimate \$60,000 (share + Engineering), funds will be available Spring 2023

Carlisle Park Phase I upgrade Project:

- **The City of New Carlisle has been awarded a CDBG grant.** Project 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

NatureWorks Grant:

- **The City of New Carlisle has been awarded the ODNR NatureWorks grant.** Project to add 3 open shelters and replace concrete pad at the city pool. The grant will reimburse 75% of the construction cost. Should be receiving the agreement soon.

Lindsey asks about a hydrant missing. Kitko notes Flora Dr- will be installed. Have a hydrant in stock to replace. There is another within 400ft. Kitko notes hydrant costs have doubled \$4800. Lindsey asks when fixed? Kitko notes sometime this winter. Note the water taste issue. Kitko noted the softener system was shut down. EPA is aware. Water is safe to drink. It is a problem in the softener system. Lowrey asks about street repairs.

Planning and Zoning Report: none

Mr. Bridge discusses items below:

- o 2023 Health Insurance Increase- originally 24% increase, renegotiated to 8% increase- within budget guidelines of 10%.
 - o TIF Presentation- Tax Increment Finance- common way to assist with the developments. Consultant will come to Jan. 3rd meeting special start time at 6:00-1st Lindsey 2nd Eggleston to start Jan. 3rd meeting at 6:00pm YES: Lindsey, Lowrey, Grimm, Bahun, Cook, Eggleston, Lindsey NAY: 0 Accepted 7-0
 - o Habitat for Humanity @ City Council Meeting-Tuesday, January 17, 2023
 - o Security and Privacy Training- given by Bridge Group
 - o Environmental Consultants and D.R. Horton Development- raise the flood plain in this development, consultants will assist with this.
 - o Planning Board- Recommends Approval of Arbor Homes Preliminary Plan and Zone Change Application
 - Council Timeline: Ordinance Introductions and Public Hearings
- Less than 60 days from notice from Planning Board, Legal Ad to appear at least 30 days before the hearing Action on Ordinances, Within 30 days of Public Hearing. Meeting to take place at the regular Jan. 2023 meetings. Motion by Lindsey 2nd by Grimm to hold the public hearing for the development at the regular meeting on 1/3/23 and the action taken on the 1/17/23 regular meeting Accepted 7-0 YES: Bahun, Cook, Eggleston, Lindsey, Rodewald, Lowrey, Grimm NAY: 0. Motion by Lindsey with 2nd by Eggleston for a start time of 6:00pm for the 1/3/23 meeting *Grimm asks why the 3rd of Jan. Bridge notes New Years day is observed on 1/2/23.* Accepted 7-0 YES: Lindsey, Rodewald, Lowrey, Grimm, Bahun, Cook, Eggleston NAY: 0.

Bridge thanks Mr. Callen for how he is working with the city on these developments.

Bridge explains 2 trespass occurrences that have taken place at the city building. Both were unrelated, both were very upset, aggressive and usually never occurred. Bridge noted he has entertained using a

ballistic grade film on the windows at 101 Main and 331 Church. He asks the Council's opinion on the potential purchase. Lowrey notes the situation was very aggressive. He watched the video. Lindsey asks about the incidents and how many times. Bridge states he has trespassed many individuals. Discussions on the caliber that can be stopped and situational events. Grimm asks if the city has a panic button. Discussions if a police report was filed, yes and trespassed. Lowrey adds if it is financially able to do it. Eggleston adds the safety of the employees and deputies is priority. She adds a panic button is nothing, she worked in banking for 35 years.

Lindsey asks to have an email when the water softener is fixed.

8. Comments from Members of the Public:

Steve Callen: 1769 Addison Carlisle Rd. He would like on the record that he did not realize they could be annexed into the city. He notes he enjoys the freedoms they have on their acreage. This concerns him and he is not for being annexed into the city. Bridge notes if the developments go through his property could be on an island... Leading to the need to annex. The city will not take away what they can already do. Council discussions and Lindsey along with Bahun and other members of council that he should be able to continue to do what he wants on his property. Grimm asks about the city limit lines in that area.

9. Committee Reports: None

10. RESOLUTIONS: None

11. ORDINANCES:

Ordinance 2022-53 AN ORDINANCE AUTHORIZING THE CITY OF NEW CARLISLE, OHIO TO LEASE A PORTION OF THE CITY'S WATERWORKS PROPERTY TO THE NEW CARLISLE BASEBALL/SOFTBALL ASSOCIATION, INC., AN OHIO NON- PROFIT CORPORATION

1st Lindsey 2nd Eggleston *Discussions on ways to assist the organization on the upkeep of the park. Lowrey asks if the council would be willing to entertain this discussion. Grimm notes if an idea is proposed they should look into it. Discussions from and ideas from council such as fundmatching from Bahun. Additional ways to offer help and various upgrades such as fencing needed. Lindsey and Cook suggest accepting the contract. Bridge suggests letting this die and having the contract looked at to reword areas enabling the city to offer assistance in certain areas. He notes there are "too many shalls."* Eggleston rescinds 2nd Lindsey rescinds 1st.

Ordinance 2022-54 AN ORDINANCE AUTHORIZING THE CITY MANAGER, OR THE DIRECTOR OF PUBLIC SERVICE/ASSISTANT CITY MANAGER, TO ENTER INTO A CONTRACT FOR THE PURCHASE OF WATER SOFTENING ROCK SALT 1st Eggleston 2nd Lindsey purchase salt 150 per ton. YES: Rodewald, Lowrey, Grimm, Bahun, Cook, Eggleston Lindsey NAY: 0 Accepted 7-0

Ordinance 2022-55 AN ORDINANCE AMENDING SECTIONS OF THE NEW CARLISLE ZONING CODE FOR THE PURPOSE OF ADDING COMMUNITY GARDENS AS A CONDITIONAL USE IN CERTAIN ZONING DISTRICTS OF THE CITY 1st Grimm 2nd Lowrey Came from planning department. Valid in 30 days. YES: 6 Grimm, Bahun, Eggleston, Lindsey, Rodewald, Lowrey NAY: 0 Abstain: 1 Cook- member of garden Accepted 6-0-1

Ordinance 2022-56 AN ORDINANCE AMENDING SECTIONS OF THE NEW CARLISLE ZONING CODE FOR THE PURPOSE OF ADDING SHOOTING RANGES AND ARCHERY RANGES AS CONDITIONAL USES IN CERTAIN ZONING DISTRICTS OF THE CITY
1st Lindsey 2nd Eggleston Amends certain sections of zoning codes.
YES: Lindsey, Rodewald, Lowrey, Grimm, Bahun, Cook, Eggleston NAY: 0
Accepted 7-0

Ordinance 2022-57 AN ORDINANCE AMENDING SECTION 1278.04 OF THE CODIFIED ORDINANCES FOR THE PURPOSE OF ESTABLISHING MINIMUM SIDE YARD SETBACK REQUIREMENTS FOR FUTURE RESIDENTIAL PLANNED UNIT DEVELOPMENTS
1st Lindsey 1st Lindsey 2nd Eggleston Amends code section setbacks to all future developments YES: Lindsey, Rodewald, Lowrey, Grimm, Bahun, Cook, Eggleston NAY: 0 Accepted 7-0

Ordinance 2022-58 (Introduction Tonight. Public Hearing & Action on 12/05//22) AN ORDINANCE AMENDING SECTION 1460.32 OF THE CODIFIED ORDINANCES OF THE CITY OF NEW CARLISLE TO ADDRESS THE PLACEMENT OF COMMERCIAL TRASH AND GARBAGE CONTAINERS AND/OR DUMPSTERS

Ordinance 2022-59 (Introduction Tonight. Public Hearing & Action on 12/05//22) AN ORDINANCE AMENDING SECTION 1460.25 OF THE CODIFIED ORDINANCES OF THE CITY OF NEW CARLISLE TO ADDRESS THE PLACEMENT OF RESIDENTIAL TRASH AND RECYCLING CONTAINERS

Ordinance 2022-60 (Introduction Tonight. Public Hearing & Action on 12/05//22) AN ORDINANCE AMENDING CHAPTER 1460 OF THE CODIFIED ORDINANCES OF THE CITY OF NEW CARLISLE TO ADDRESS VEHICLE PARKING AND ACCESSORY USES

Ordinance 2022-61 (Introduction Tonight. Public Hearing & Action on 12/05//22) AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE SHERIFF OF CLARK COUNTY, OHIO FOR POLICE PROTECTION WITHIN THE CITY LIMITS OF NEW CARLISLE, OHIO

Ordinance 2022-62 (Introduction Tonight. Public Hearing & Action on 12/05//22) AN ORDINANCE ESTABLISHING APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF NEW CARLISLE, STATE OF OHIO, DURING THE FISCAL YEAR ENDING DECEMBER 31, 2023

12. OTHER BUSINESS:

- City Offices Closed: November 24th and 25th to Observe Thanksgiving
- 2022 Town Hall: Monday, December 5, 2022, at 6:00PM. Smith Park Shelter House
- Next Regular Meeting of Council: Monday, December 5th at 6:30PM. Smith Park Shelter House
- Next Special Meeting of Council: Thursday, December 8th at 6:00PM. Smith Park Shelter House
 - D.R. Horton Residential Development Public Hearing and Legislation Introductions
 - Action on Legislative Items will be at the December 19th Regular Meeting
- Additional City Business: Open Discussion for City Related Matters- Cook asks about the shelter house. Asks about the types of returns the city is getting on their money and notes some CD's are at 4%. Discussions on retreat ideas.

13. Executive Session: None

14. Adjournment: 1st Grimm 2nd Lowrey @ 7:49pm Yes: 7 Grimm,
Bahun, Cook, Eggleston, Lindsey, Rodewald, Lowrey, NAY: 0 Accepted
7-0

Mayor Mike Lowrey

Clerk of Council Emily Berner

City Manager's Report

December 5, 2022

A. DEPARTMENTAL REPORTS

- The Following Departmental Reports will be given at the next City Council meeting that will be held on Monday, December 19, 2022
 - Finance, Public Service, Fire/EMS, and Police

B. INFORMATIONAL ITEMS

- Discussion Topics
 - TIF Presentation
 - Tuesday, January 3, 2023 @ 6:00PM - Smith Park
 - Habitat for Humanity @ City Council Meeting
 - Tuesday, January 17, 2023
 - Arbor Homes - City Council Timeline
 - Tuesday, January 3, 2023 - Legislation Introduction and Public Hearings
 - Tuesday, January 19, 2023 - Legislation Action
 - Employee Christmas Party
 - December 16th from 11:30am-3pm
 - Smith Park Shelter House
 - Place of party was voted on by staff
 - 2023 Updated List of Local Elected Officials
 - Sent to Ohio Ethics Commission
 - Main Street Trees
 - Contractor completed pruning of trees and replacement of certain trees

ORDINANCE 2022-58

AN ORDINANCE AMENDING SECTION 1460.32 OF THE CODIFIED ORDINANCES OF THE CITY OF NEW CARLISLE TO ADDRESS THE PLACEMENT OF COMMERCIAL TRASH AND GARBAGE CONTAINERS AND/OR DUMPSTERS

WHEREAS, Chapter 1460 of the Codified Ordinances of the City of New Carlisle sets forth the City's Exterior Property Maintenance Code; and

WHEREAS, Section 1460.32 specifically addresses the exterior conditions of commercial properties; and

WHEREAS, Subparagraph (k)(2) of Section 1460.32 requires trash and garbage containers and/or dumpsters to be effectively screened from view; and

WHEREAS, it has been determined that Subparagraph (k)(2) of Section 1460.32 should be amended because it is not possible for certain commercial properties to be in compliance with current requirements due to various conditions such as parcel size, building footprints, and limitations on areas where trash and garbage containers and/or dumpsters can be safely emptied.

NOW, THEREFORE, THE CITY OF NEW CARLISLE HEREBY ORDAINS that Subparagraph (k)(2) of Section 1460.32 of the Codified Ordinances of New Carlisle be amended as follows:

1460.32 EXTERIOR PROPERTY AND STRUCTURE EXTERIORS; COMMERCIAL.

(k) Conduct of Business.

(2) All storage of trash and garbage containers and/or dumpsters shall be effectively screened from view in a manner approved by the Enforcement Officer. *If effective screening from view is not possible, as determined by the City in its sole discretion, then all trash and garbage containers and/or dumpsters shall be kept in good repair and sanitary condition, and no garbage or rubbish shall be placed outside of any such containers and/or dumpsters.*

Passed this _____ day of _____, 2022.

Mike Lowrey, MAYOR

Emily Berner, CLERK

APPROVED AS TO FORM:

Jacob M. 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: 11/21/2022

Action: 12/05/2022

Effective: 12/20/2022

ORDINANCE 2022-59

AN ORDINANCE AMENDING SECTION 1460.25 OF THE CODIFIED ORDINANCES OF THE CITY OF NEW CARLISLE TO ADDRESS THE PLACEMENT OF RESIDENTIAL TRASH AND RECYCLING CONTAINERS

WHEREAS, Chapter 1460 of the Codified Ordinances of the City of New Carlisle sets forth the City's Exterior Property Maintenance Code; and

WHEREAS, Section 1460.25 specifically addresses the exterior conditions of residential properties; and

WHEREAS, it has been determined that Section 1460.25 should be amended to provide direction for the placement of trash and recycling containers.

NOW, THEREFORE, THE CITY OF NEW CARLISLE HEREBY ORDAINS that Section 1460.25 of the Codified Ordinances of New Carlisle be amended by adding Paragraph (n) as follows:

1460.25 EXTERIOR PROPERTY AND STRUCTURE EXTERIORS; RESIDENTIAL.

(n) Garbage and Refuse Receptacles. No garbage or refuse receptacle may be placed for collection more than 24 hours before collection, and any such receptacle must be removed no later than 24 hours after collection. When not placed for collection, all garbage and refuse receptacles must be stored in the rear or side yard, other than a corner side yard, of the home and shall not be stored in the front or corner side yard.

Passed this _____ day of _____, 2022.

Mike Lowrey, MAYOR

Emily Berner, CLERK

APPROVED AS TO FORM:

Jacob M. 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: 11/21/2022

Action: 12/05/2022

Effective: 12/20/2022

ORDINANCE 2022-60

AN ORDINANCE AMENDING CHAPTER 1460 OF THE CODIFIED ORDINANCES OF THE CITY OF NEW CARLISLE TO ADDRESS VEHICLE PARKING AND ACCESSORY USES

WHEREAS, Chapter 1460 of the Codified Ordinances of the City of New Carlisle sets forth the City's Exterior Property Maintenance Code; and

WHEREAS, it has been determined that Chapter 1460 should be amended by adding sections to address vehicle parking restrictions and accessory uses.

NOW, THEREFORE, THE CITY OF NEW CARLISLE HEREBY ORDAINS that Chapter 1460 of the Codified Ordinances of New Carlisle be amended by adding Sections 1460.43 and 1460.44 as follows:

1460.43 PARKING OF PASSENGER, COMMERCIAL AND HEAVY VEHICLES; RESIDENTIAL, COMMERCIAL OR INDUSTRIAL

(a) Definitions. *As used in this section:*

- (1) "Bus" means a motor vehicle designed for carrying more than nine passengers.
- (2) "Large vehicle" means a vehicle fitting the definition set forth in Ohio R.C. 4506.01(D).
- (3) "Motor home" means a self-propelled recreational vehicle constructed with permanently installed facilities for cold storage, the cooking and consuming of food, and sleeping, and which is greater than 92 inches in height, 72 inches in width or 227 inches in length.
- (4) "School bus" means every bus designed for carrying more than nine passengers which is owned by a public, private or governmental agency or institution of learning and which is operated for the transportation of children to or from a school session or a school function, or which is owned by a private person and operated for compensation for the transportation of children to or from a school session or a school function.
- (5) "Trailer" means every vehicle designed or used for carrying persons or property wholly on its own structure and for being drawn by a motor vehicle, including any such vehicle when formed by or operated as a combination of a semitrailer and a vehicle of the dolly type.
- (6) "Passenger car" means any motor vehicle that is designed and used for carrying not more than nine persons and includes any motor vehicle that is designed and used for carrying not more than fifteen persons in a ridesharing arrangement per Ohio R.C. 4501.01.

(b) Truck Routes. No person may operate a vehicle, the operation of which requires a commercial driver's license pursuant to Ohio R.C. 4506.03, such as a commercial tractor, agricultural tractor, truck, bus (other than a school bus being operated for the transportation of children to or from a school session or a school function), trailer, or semitrailer on any street within the Residential Districts of the City, other than truck routes as designated by ordinance.

(c) On-Street Parking Limitations.

- (1) While parked on a City street, all trailers must remain attached to the prime motor vehicle. No trailer may be set on a landing gear, "dolly" or similar device.
- (2) No person may park on any street within a Residential District of the City a vehicle, the operation of which requires a commercial driver's license pursuant to Ohio R.C. 4506.03, such as a school bus, commercial tractor, agricultural tractor, truck, bus, trailer, semitrailer, motor home, vehicle storage or transport van, or any vehicle with more than one and one-half ton carrying capacity.

(d) Parking on Private Property.

- (1) Parking on private property is only permitted on a stable surface such as asphalt, concrete or crushed limestone. Loose gravel, grass or dirt surfaces may not be used. The parking area may not drain surface water onto an abutting property.

(2) No large vehicle, motor home, boat, vehicle storage or transport van, trailer, bus, or similar vehicle may materially impede vision across a required minimum front yard or side yard setback as set forth in Chapters 1248 through 1280 of the Municipal Code.

(e) Exceptions. The restrictions set forth in this section do not apply to the following:

(1) Loading and unloading of motor homes and recreational vehicles that exceed the size standards stated above for a reasonable length of time, not to exceed 48 hours.

(2) The above-mentioned time limits may be extended by the City Manager. A written request explaining special circumstances is required.

1460.44 ACCESSORY USES; RESIDENTIAL, COMMERCIAL OR INDUSTRIAL.

(a) Recreational vehicles and equipment are subject to the following conditions:

(1) Recreational vehicles and equipment as defined in Paragraph (105) of Section 1240.05 must be parked or stored entirely within an enclosed building, or parked or stored in a side or rear yard but not closer than ten feet to a rear yard lot line. All recreational vehicles and equipment must be parked on an approved, stable surface such as concrete, asphalt or crushed limestone gravel.

(2) In the case of a corner lot, the street side yard shall be considered a front yard and no recreational vehicles or equipment may be parked or stored thereupon.

(3) No recreational vehicles or equipment may be parked or stored on any public roadway.

(4) No camping or recreational vehicles or equipment may have fixed connections to electricity, gas, water or sanitary sewer facilities, nor may such vehicles or equipment be used as a dwelling.

(b) Overnight (i.e., 10:00 p.m. to 7:00 a.m.) parking or storage of semi-tractors, semi-trailers, buses, school buses, commercial vehicles, trucks over 1.5-ton rated capacity or mobile homes is strictly prohibited on any public roadway or private property in any Zoning District within the corporate limits of the City except an Industrial (I) District. Parking in an I District is permitted only on an approved surface.

(c) The following exceptions apply to this section:

(1) Camping and other recreational equipment may be parked in a required front yard or corner lot side yard for loading and unloading purposes for a period not to exceed 48 hours and only on an approved surface.

(2) Time limits may be extended by the City Manager due to special circumstances upon written request.

(3) A conditional use permit may be granted by the Planning Board.

Passed this _____ day of _____, 2022.

Mike Lowrey, MAYOR

Emily Berner, CLERK

1st _____

2nd: _____

APPROVED AS TO FORM:

Jacob M. Jeffries, DIRECTOR OF LAW

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:		

Intro: 11/21/2022
Action: 12/05/2022
Effective: 12/20/2022

Pass

Fail

ORDINANCE 2022-61

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE SHERIFF OF CLARK COUNTY, OHIO FOR POLICE PROTECTION WITHIN THE CITY LIMITS OF NEW CARLISLE, OHIO

WHEREAS, the City of New Carlisle and the Sheriff of Clark County, Ohio have had an ongoing relationship regarding police protection for the City since 1981; and

WHEREAS, the City desires to maintain that relationship; and

WHEREAS, the existing contract is set to expire on December 31, 2022; and

WHEREAS, despite the 2023 contract listing the highest stepped cost per deputy, the City will only be billed at the actual rate of each deputy assigned to the City.

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

SECTION 1. The City Manager be, and hereby is, authorized and empowered to enter into the attached Contract with the Sheriff of Clark County, Ohio for police protection for the citizens of New Carlisle, Ohio.

SECTION 2. The City of New Carlisle shall contract for five (5) deputies.

SECTION 3. The total cost of the contract shall not exceed \$626,249.28

Passed this ____ day of _____, 2022.

Mike Lowrey, MAYOR

Emily Berner, Clerk of Council

APPROVED AS TO FORM:

Jacob M. 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: 11/21/2022

Action: 12/05/2022

Effective: 12/20/2022

CITY OF NEW CARLISLE 2023 LAW ENFORCEMENT AGREEMENT

This Agreement made this _____ day of _____, 20__ between the Sheriff of Clark County, Ohio, hereinafter referred to as “Sheriff,” and the **City of New Carlisle**, Clark County, Ohio, hereinafter referred to as “City,” and the Board of Commissioners of Clark County, Ohio, hereinafter referred to as “County.”

WITNESSETH

WHEREAS, the City is desirous of acquiring police protection for the residents of the **City of New Carlisle**, Clark County, Ohio, pursuant to Section 737.04 of the Ohio Revised Code; and

WHEREAS, the Sheriff of Clark County, Ohio, pursuant to Section 311.29 of the Ohio Revised Code, is willing and able to provide the necessary service of police personnel and equipment to the City.

NOW THEREFORE, the Sheriff agrees to provide police protection for the City by assigning exclusively to the City **five (5) regular** uniformed deputy sheriffs to keep the peace, protect property, and in addition the Sheriff agrees to make available to the deputy sheriffs all training programs, special equipment and other regular facilities of the Sheriff’s Office, including dispatching services for the Deputies. **The Sheriff and City Manager will mutually agree upon the Police Administrator for the City of New Carlisle. However, the collective bargaining agreement between the Sheriff and her employees may take precedence. The Administrator or his/her designee will attend one (1) City Of New Carlisle council meeting per month.**

It is mutually understood by and between the parties that additional services herein contracted for, to be provided by the Sheriff, shall be in addition to the present level of police protection and routine patrolling as are now being rendered by the Sheriff’s Office, and the Sheriff shall not, in any manner, diminish such regular services by reason of this Agreement. Activity shall be limited to within the City limits, unless prior authorization is obtained. All parties understand that certain investigations and emergency situations may require the Deputy to leave the City. The City Manager shall be notified as soon as possible. As much as possible, the Sheriff or her designee agrees to provide the City Manager with information concerning investigations in the City of a sensitive nature or that may draw future public attention, with the understanding that various laws may limit the release of some investigative information.

The Sheriff will furnish daily logs to the City (upon request) and the **Uniform Patrol Sergeant** shall maintain such records. Both the Sheriff and City shall mutually agree to days off and the hours of work (shift) in accordance with the collective bargaining agreement.

In consideration of the foregoing services to be provided by the Sheriff to the City, the City agrees to pay to the Sheriff the following: All the actual salary and benefit costs associated with the Deputies assigned to work in the City of New Carlisle under the terms of this contract. These costs shall include: base salary, sick time payout, comp time payout, overtime, training, retirement funding, Medicare premiums, workers compensation, life insurance, dental insurance, health insurance, uniform allowance and liability insurance.

While the City generally provides police cruisers and all other equipment for Deputies assigned to the City, the City may request that the Sheriff provide a police cruiser and all other equipment for one of the five Deputies assigned to the City, which the Sheriff shall provide upon request. The City shall reimburse the Sheriff for the cruiser and other equipment provided to the City by the Sheriff in accordance with the depreciation schedule attached to this contract. The Sheriff shall submit to the City an invoice each month describing the costs incurred by the Sheriff during that particular month. The City shall promptly pay upon receipt of the invoice. Monthly costs may vary, but the total costs invoiced by the Sheriff during the life of the contract shall not exceed **\$626,249.28**. (See attached costs worksheet).

The County shall provide professional liability insurance coverage insuring these deputies to the same extent that such insurance is provided to deputies on other assignments and shall name the City as an additional insured.

The City shall provide the vehicle and all other equipment required by the Sheriff to completely equip a full-service Deputy Sheriff. The Sheriff must approve all equipment purchases to ensure consistency and compatibility with other Sheriff's Office equipment and systems. The City shall provide vehicle insurance and gasoline. **Deputies will not be replaced on time off, however if an illness exceeds more than ten (10) consecutive working days, the Sheriff will reassign appropriate coverage temporarily at no additional charge to the City. In an emergency, the Sheriff will take all reasonable measures to ensure appropriate police coverage to the City.**

Payment pursuant to this Agreement shall be made to the Clark County Treasurer and credited to the Sheriff's Policing Rotary Fund. All monies credited to such account and not obligated at the termination of this agreement shall be credited to the County General Fund.

In compliance with ORC § 125.111

(1) That, in the hiring of employees for the performance of work under the contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in [section 4112.01 of the Revised Code](#), national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates;

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

This Agreement shall become effective on the 1st day of January, 2023, and shall terminate on the 31st day of December, 2023.

If, during the above stated agreement period, the City is desirous of acquiring additional police protection for the citizens of New Carlisle, the Sheriff and the County agree to re-examine the current agreement and modify it accordingly. In addition, any party hereto may request a modification to this agreement. Modifications (other than with respect to health insurance costs, as stated above) must be mutually agreed upon in writing by all parties hereto.

Termination

The Sheriff, the County, or the City may terminate this agreement for any reason prior to the above date by providing the other party a notice of intent to terminate, which must be provided in writing at least sixty (60) days prior to the intended date of termination.

The Sheriff, the County, or the City may terminate this agreement with a shorter notice than sixty (60) days by giving a thirty (30) day notice of intent to terminate when another party has breached the terms of the agreement. A breach of the agreement shall include, but not be limited to, a delinquency in any payment by the City under this agreement. If the City is delinquent in any payment, the City shall have thirty (30) days to cure such delinquency before the notice of intent to terminate begins to run.

In the event the City terminates this agreement, or in the event that the Sheriff or County terminates this agreement because of a breach by the City, the City shall be liable to the Sheriff and the County for any and all unemployment benefits paid or due to the deputies provided to the City under this agreement. In the event that the deputies who are provided to the City under this agreement are able to avoid layoff after termination of this agreement by displacing less senior deputy sheriffs, the City shall be liable to the Sheriff and County for any and all unemployment benefits paid to the deputy sheriffs who are laid off as a result of either (1) the City's termination of this agreement, or (2) the Sheriff's or County's termination of this agreement following a breach by the City.

Deputy Salary and Benefits 2023

SALARY EXPENSES

<i>SALARY</i>	<i>\$</i>	<i>71,801.60</i>
<i>SICK PAY OUT</i>	<i>\$</i>	<i>2,761.60</i>
<i>OVERTIME (4% SALARY)</i>	<i>\$</i>	<i>2,872.06</i>
<i>TOTAL</i>	<i>\$</i>	<i>77,435.26</i>

BENEFIT EXPENSES

<i>PERS</i>	<i>\$</i>	<i>14,015.78</i>
<i>MEDICARE</i>	<i>\$</i>	<i>1,122.81</i>
<i>WORKER'S COMP</i>	<i>\$</i>	<i>1,355.12</i>
<i>LIFE INSURANCE</i>	<i>\$</i>	<i>114.00</i>
<i>DENTAL INSURANCE</i>	<i>\$</i>	<i>218.64</i>
<i>HEALTH INS FAMILY</i>	<i>\$</i>	<i>26,385.36</i>
<i>UNIFORM ALLOWANCE</i>	<i>\$</i>	<i>900.00</i>
<i>LIABILITY INSURANCE</i>	<i>\$</i>	<i>750.00</i>
<i>TOTAL BENEFITS</i>	<i>\$</i>	<i>44,861.71</i>

GRAND TOTAL: SALARY AND BENEFITS ***\$ 122,296.98***
(Per Deputy)

Deputy Sheriff Equipment and Depreciation List 2023

Item	Quantity	Price	Depreciation (years)	Yearly Total
Police Cruiser	1	\$35,931.00	6	\$5,988.50
Cruiser Maintenance	1	\$2,625.00	1	\$2,625.00
Gasoline	1	\$1,890.00	1	\$1,890.00
Big Easy GLO kit	1	\$66.15	10	\$6.62
Trunk First Aid Kit	1	\$69.30	3	\$23.10
18" Nonreflective Cones	1	\$120.75	5	\$24.15
Traffic Vest	1	\$23.10	5	\$4.62
Cradle Point Internet Access	1	\$997.50	5	\$199.50
Cradle Point Yearly subscription	1	\$504.00	1	\$504.00
Measuring Wheel	1	\$39.90	5	\$7.98
Rock River Rifle with Extra Magazine	1	\$1,024.80	20	\$51.24
Remington Shotgun	1	\$740.25	20	\$37.01
Glock Handgun and w/Accessories	1	\$577.50	20	\$28.88
TASER with Accessories	1	\$1,890.00	4	\$472.50
Cameras and Audio Recorders	1	\$170.07	5	\$34.01
L3 Body Worn Cameras	1	\$795.10	4	\$198.78
Toughbook Laptop Computer	1	\$4,200.00	5	\$840.00
Microsoft License	1	\$345.64	5	\$69.13
Handheld Radio w/Accessories	1	\$4,753.73	7	\$679.10
Cruiser Radio	1	\$4,986.45	10	\$498.65
Combat Tourniquet	1	\$52.50	7	\$7.50
Gas Mask and Accessories	1	\$249.48	7	\$35.64
Torso Plates	1	\$339.94	5	\$67.99
Stops Sticks	1	\$502.69	4	\$125.67
Level 4A Vest (plate carrier)	1	\$367.50	5	\$73.50
Ballistic Helmet	1	\$210.00	5	\$42.00
Molly Vest	1	\$248.85	5	\$49.77
Ballistic Vests	1	\$897.75	5	\$179.55
Total				\$14,764.38

Cost Breakdown:

Cost per Deputy X Number of Deputies =	\$122,296.98 x 5 =	\$611,484.90
Cost for Depreciated Sheriff Equipment X Number of Deputies =	\$14,764.38 x 1 =	+ \$14,764.38
Total Contract Cost (not to exceed) =		\$626,249.28

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _____, 20_____.

BOARD OF CLARK COUNTY COMMISSIONERS

Jennifer Hutchinson, County Administrator
RESOLUTION NO. _____
Date: ____/____/____

THE CITY OF NEW CARLISLE, OHIO

Randy Bridge, City Manager

Law Director, City of New Carlisle

THE SHERIFF OF CLARK COUNTY, OHIO

Clark County Sheriff Deborah K. Burchett

CLARK COUNTY PROSECUTOR _____
APPROVED AS TO FORM AND LEGAL SUFFICIENCY
Date: ____/____/____
By: _____

ORDINANCE 2022-62

ANNUAL APPROPRIATIONS ORDINANCE (Ohio Revised Code Section 5705.38)

AN ORDINANCE ESTABLISHING APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF NEW CARLISLE, STATE OF OHIO, DURING THE FISCAL YEAR ENDING DECEMBER 31, 2023

WHEREAS, Section 5705.38 of the Revised Code requires the City to pass an appropriation measure on or about the first day of each fiscal year; and

WHEREAS, the City desires to make appropriations for current expenses and other expenditures for the fiscal year ending December 31, 2023 by adopting this ordinance.

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

Section 1. To provide for the current expenses and other expenditures of the City of New Carlisle during the fiscal year ending December 31, 2023, sums are to be and are hereby set aside and appropriated as described on Exhibit "A" attached to this ordinance.

Section 2. There be appropriated from each of the corresponding funds and fund types the appropriation amounts specified for the fiscal year ending December 31, 2023 as described on Exhibit "A" attached to this ordinance.

Section 3. The City Finance Director is hereby authorized to draw her warrants on the City treasury for payments from any of the foregoing appropriations upon receiving proper certificates and vouchers thereof constituting a legal obligation against the City, approved by the board and officers authorized by law to approve the same or an ordinance or resolution of the council to make expenditures; provided that no warrants shall be drawn or paid for salaries or wages except the persons employed by authority of and in accordance with law or ordinance.

Passed this _____ day of _____, 2022.

Mike Lowrey, MAYOR

Emily Berner, CLERK OF COUNCIL

APPROVED AS TO FORM:

Jacob M. Jeffries, DIRECTOR OF LAW

Intro: 11/21/2022
Action: 12/05/2022
Effective: 12/20/2022

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

2023 APPROPRIATIONS

CODE/FUND	Amounts
DEPARTMENT/PURPOSE	
I. 101 - GENERAL FUND	
1100 - CITY COUNCIL	
Personnel Services	\$52,262
All Other Expenditures	\$14,200
<i>City Council Total:</i>	\$66,462
1300 - CITY MANAGER	
Personnel Services	\$183,586
All Other Expenditures	\$21,200
<i>City Manager Total:</i>	\$204,786
1400 - FINANCE	
Personnel Services	\$402,914
All Other Expenditures	\$237,500
<i>Finance Total:</i>	\$640,414
1500 - PLANNING	
Personnel Services	\$200,519
All Other Expenditures	\$102,750
<i>Planning Total:</i>	\$303,269
1600 - LAW DIRECTOR	
All Other Expenditures	\$70,000
<i>Law Director Total:</i>	\$70,000
1800 - PARKS	
Personnel Services	\$103,734
All Other Expenditures	\$131,000
<i>Parks Total:</i>	\$234,734
1900 - SPECIAL EVENTS	
All Other Expenditures	\$32,000
<i>Special Events Total:</i>	\$32,000
2000 - LANDS & BUILDINGS	
All Other Expenditures	\$483,000
<i>Lands & Buildings Total:</i>	\$483,000
2300 - MAYOR'S COURT	
Personnel Services	\$23,708
All Other Expenditures	\$27,200
<i>Mayor's Court Total:</i>	\$50,908
2400 - MISCELLANEOUS	
All Other Expenditures	\$108,500
<i>Miscellaneous Total:</i>	\$108,500
2500 - TRANSFERS	
All Other Expenditures	\$85,000
<i>Transfers Totals</i>	\$85,000
General Fund Total:	\$2,279,073

II. SPECIAL REVENUE FUNDS

CODE/FUND DEPARTMENT/PURPOSE	Amounts
201 - STREET CONSTRUCTION	
Personnel Services	\$250,990
All Other Expenditures	\$153,550
<i>Street Construction Total:</i>	<i>\$404,540</i>
202 - STATE HIGHWAY	
All Other Expenditures	\$397,000
<i>State Highway Total:</i>	<i>\$397,000</i>
203 - STREET PERMISSIVE TAX	
Personnel Services	\$87,492
<i>Street Permissive Tax Total:</i>	<i>\$87,492</i>
204 - STREET IMPROVEMENT LEVY	
All Other Expenditures	\$283,078
<i>Street Improvement Levy Total:</i>	<i>\$283,078</i>
212 - EMERGENCY AMBULANCE CAPITAL	
All Other Expenditures	\$100,800
<i>Emergency Ambulance Capital Total:</i>	<i>\$100,800</i>
213 - EMERGENCY AMBULANCE OPERATING	
Personnel Services	\$647,077
All Other Expenditures	\$227,850
<i>Emergency Ambulance Operating Total:</i>	<i>\$874,927</i>
214 - FIRE CAPITAL EQUIPMENT	
All Other Expenditures	\$1,500
<i>Fire Capital Equipment Total:</i>	<i>\$1,500</i>
215 - FIRE OPERATING	
Personnel Services	\$109,215
All Other Expenditures	\$212,600
<i>Fire Operating Total:</i>	<i>\$321,815</i>
220 - CLERK OF COURTS - COMPUTER FUND	
All Other Expenditures	\$200
<i>Clerk of Courts - Computer Fund Total:</i>	<i>\$200</i>
221 - CLERK OF COURTS - COURT COMPUTERIZATION FUND	
All Other Expenditures	\$100
<i>Clerk of Courts Computerization Fund Total:</i>	<i>\$100</i>
225 - HEALTH LEVY	
All Other Expenditures	\$65,960
<i>Health Levy Total:</i>	<i>\$65,960</i>
250 - 0.5% Police Levy	
All Other Expenditures	\$768,500
<i>0.5% Police Levy Total:</i>	<i>\$768,500</i>
235 - AMERICAN RESCUE FUND - FEDERAL GRANT	
All Other Expenditures	\$306,661
<i>Total:</i>	<i>\$306,661</i>
802 - Street Lighting	
All Other Expenditures	\$100,300
<i>Street Lighting Total:</i>	<i>\$100,300</i>
SPECIAL REVENUE FUND TOTAL:	\$3,712,874

III. DEBT SERVICE FUNDS

CODE/FUND DEPARTMENT/PURPOSE	Amounts
301 - General Bond Retirement	
All Other Expenditures	\$45,632
<i>General Bond Retirement Total:</i>	\$45,632
302 - Twin Creeks Infrastructure Bond Retirement	
All Other Expenditures	\$81,541
<i>Twin Creeks Infrastructure Bond Retirement Total:</i>	\$81,541
DEBT SERVICE FUNDS TOTAL:	\$127,173

IV. CAPITAL PROJECT FUNDS

550 - WATERWORKS CAPITAL IMPROVEMENT	
All Other Expenditures	\$5,000
<i>Waterworks Capital Total:</i>	\$5,000
561 - WASTEWATER EQUIPMENT REPLACEMENT	
All Other Expenditures	\$8,000
<i>Wastewater Equipment Replacement Total:</i>	\$8,000
CAPITAL PROJECT FUNDS TOTAL:	\$13,000

V. ENTERPRISE FUNDS

501 - Water Operating	
Personnel Services	\$398,672
All Other Expenditures	\$801,016
<i>Water Operating Total:</i>	\$1,199,688
502 - Wastewater Operating	
Personnel Services	\$560,889
All Other Expenditures	\$870,380
<i>Wastewater Operating Total:</i>	\$1,431,269
505 - SWIMMING POOL	
Personnel Services	\$59,775
All Other Expenditures	\$85,500
<i>Swimming Pool Total:</i>	\$145,275
510 - CEMETERY	
Personnel Services	\$26,873
All Other Expenditures	\$137,100
<i>Cemetery Total:</i>	\$163,973
ENTERPRISE FUNDS TOTAL:	\$2,940,204

PERMANENT FUNDS

705 - CEMETERY PERPETUAL CARE	
All Other Expenditures	\$ 1,000.00
PERMANENT FUNDS TOTAL:	\$1,000

ALL FUNDS TOTAL:	\$9,073,325
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ORDINANCE 2022-63

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE CLARK COUNTY SHERIFF'S OFFICE FOR FIRE AND EMS DISPATCHING SERVICES

WHEREAS, the City of New Carlisle and the Clark County Sheriff's Office have been working together since 2018 regarding dispatching services for the City of New Carlisle; and

WHEREAS, the current contract will expire on December 31, 2022; and

WHEREAS, it would be advantageous for the citizens of the City of New Carlisle for the City and the Clark County Sheriff's Office to enter into a new contract for dispatching services, a copy of which is attached; and

WHEREAS, the cost of dispatching services has decreased from last year in the amount of \$1,870, with a total cost of \$28,952 for 2023; and

WHEREAS, the cost decrease is due to lower call volume / run number totals from the prior year; and

WHEREAS, the City will make payments of \$14,476 on or about February 1, 2023 and August 1, 2023; and

WHEREAS, the rate for the City, which has not changed from the previous year, will be \$22.00 per call; and

WHEREAS, the cost of dispatching services is based on the call volume/run number totals between November 1, 2021 and October 31, 2022, which totaled 1,316 calls.

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

SECTION 1. The City Manager be, and hereby is, authorized and empowered to enter into the attached contract for the continuation of dispatching services for the citizens of New Carlisle, Ohio.

SECTION 2. The total cost of the contract shall not exceed \$28,952.

SIGNATURE PAGE TO FOLLOW

Passed this ____ day of _____, 2023

Mike Lowrey, Mayor

Emily Berner, Clerk of Council

APPROVED AS TO FORM:

Jacob M. 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:		

Intro: 12/05/22
Action: 12/19/2022
Effective: 01/03/2023

Pass Fail



Clark County Sheriff's Office



City of New Carlisle 2023 Dispatching Agreement

CITY OF NEW CARLISLE 2023 DISPATCHING AGREEMENT

This Agreement made this ____ day of _____, 20__ between the Sheriff of Clark County, Ohio, hereinafter referred to as "Sheriff," and the City of New Carlisle, Clark County, Ohio, hereinafter referred to as "City," and the Board of Commissioners of Clark County, Ohio, hereinafter referred to as "County."

WITNESSETH

WHEREAS, the City is desirous of acquiring fire suppression and emergency medical services dispatching for the residents of **City of New Carlisle**, Clark County, Ohio; and

WHEREAS, the parties wish to enter into this agreement as part of the allocation of costs for the county public safety answering point and final 9-1-1 plan.

NOW THEREFORE, the Sheriff agrees to provide twenty-four (24) hour per day dispatching services to the City's Fire Department(s). Dispatching shall be limited to the Fire Chiefs or their designee and equipment responding for the Fire Department(s). The Sheriff also agrees to assist in the communication between the City and other units, which may be available to provide mutual aid.

The City agrees to the following:

1. The Sheriff shall not be responsible for any administrative or operating decisions, as it relates to the responding City Fire and/or Emergency Medical Services.
2. The Sheriff's responsibility shall be limited to relaying the request for services to the appropriate Fire and/or Emergency Medical Services via the FCC assigned radio frequency and activating the "tone" at the appropriate firehouse.
3. It is agreed that additional communication may be needed to ensure safety and fire suppression.
4. Each party agrees to be responsible for any negligent acts or negligent omissions by or through itself or its officers, employees, agents and contracted servants, and each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in this agreement shall impute or transfer any such responsibility from one to the other.
5. Pursuant to Ohio law,

(1) That, in the hiring of employees for the performance of work under the contract or any subcontract, no employee, agent, subcontractor, or representative of the contracting parties, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates;



Clark County Sheriff's Office



City of New Carlisle 2023 Dispatching Agreement

(2) That no employee, agent, subcontractor, or representative of the contracting parties, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

In consideration of the foregoing services to be provided by the Sheriff to the City, the City agrees to pay to the County the sum of: **\$28,952.00 for the period of January 1, 2023 through December 31, 2023 for costs incurred by the Sheriff for such services.**

Payment pursuant to this agreement shall be made to the Clark County Treasurer and credited to the 911 Dispatching Fund. All monies credited to such account and not obligated at the termination of this agreement shall be credited to the County General Fund.

Payment shall be made bi-annually and shall be due, as described:

- **\$ 14,476.00** **Due Feb 1st, 2023**
- **\$ 14,476.00** **Due Aug 1st, 2023**

The Sheriff or City may terminate this agreement prior to the above date by supplying to the other party a sixty (60) day written notice of termination. **The above costs were determined based on the previous year's (November 1 – October 31) call volume / run number totals. (1316 run numbers: (1316 x \$22.00 = \$28,952.00)).**

[remainder of page left blank intentionally]



Clark County Sheriff's Office



City of New Carlisle 2023 Dispatching Agreement

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _____, 20__.

BOARD OF CLARK COUNTY COMMISSIONERS

Jennifer Hutchinson, County Administrator

RESOLUTION NO. _____

Date: ____/____/____

THE CITY OF NEW CARLISLE, OHIO

Randy Bridge, City Manager

Law Director, City of New Carlisle

THE SHERIFF OF CLARK COUNTY, OHIO

Clark County Sheriff Deborah K. Burchett

CLARK COUNTY PROSECUTOR _____
APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Date: ____/____/____

By: _____

ORDINANCE 2022-64E

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR CITY EMPLOYEE HEALTH INSURANCE, AND DECLARING AN EMERGENCY

WHEREAS, health insurance is made available to all City employees as part of their benefits; and

WHEREAS, the existing contract with Medical Mutual of Ohio will expire on 12/31/2022;
and

WHEREAS, City employees have studied the health insurance options available to the City;
and

WHEREAS, the employees have made their choices known to the City Manager.

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

Section 1. Medical Mutual of Ohio has offered the most cost-effective options to the City and its employees for health insurance coverage, as indicated below:

<u>Coverage Type</u>	<u>Monthly Rate</u>	<u>Number Employees</u>	<u>Monthly Total</u>
Single	\$ 1,070.68	9	\$ 9,636.12
Employee/Spouse	\$ 2,358.84	4	\$ 9,435.36
Employee/Child(ren)	\$ 1,929.46	2	\$ 3,858.92
Family	\$ 3,217.62	0	\$ 0.00
			\$ 22,930.40

Section 2. The 2023 premium is 8% more than the 2022 premium. The prior annual increase was 9%. The total annual premium based on current employee coverage elections would be \$275,164.80. The annual cost will likely be different than that due to employees changing their coverage levels and employees being hired or terminated throughout the year.

Section 3. The City Manager is authorized and empowered to enter into an agreement with Medical Mutual of Ohio on behalf of the City of New Carlisle to provide health insurance for all eligible City employees.

Section 4. Due to the need to have employee health insurance in place by the beginning of 2023, this ordinance is declared an emergency and shall take effect and be in full force upon passage.

SIGNATURE PAGE TO FOLLOW

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:		

Intro: 12/05/2022
Action: 12/05/2022
Effective: 12/05/2022

Pass Fail