



# CITY COUNCIL REGULAR MEETING PACKET

April 3, 2023 @ **6:00pm** Smith Park Shelter House

1. Call to Order:
2. Roll Call: Clerk of Council
3. Invocation:
4. Pledge of Allegiance:
5. Action on Minutes: 03/20/23 Regular Meeting
6. Communications:
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:** (1 - Intro; 1 – Action\*)

**\*A. Resolution 2023-09R (Introduction, Public Hearing & Action Tonight)**

A RESOLUTION APPROVING AND SUPPORTING THE SUBMISSION OF LOCAL LIQUOR OPTION QUESTIONS TO PART OF THE NEW CARLISLE ELECTORATE FOR THE NOVEMBER 7, 2023, GENERAL ELECTION

**11. ORDINANCES:** (0 - Intro; 1 – Action\*)

**\*A. Ordinance 2023-22 (Introduced on. Public Hearing & Action on 04/03/23)**

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SALE OF A PORTION OF THE MADISON STREET SCHOOL PARCEL TO THE CLARK COUNTY LAND REUTILIZATION CORPORATION

**12. OTHER BUSINESS:**

- Additional City Business:
  - City Offices Closed: Friday, April 7th to Observe Good Friday
  - Residential Trash Can Placement - Ordinance 2022-59. Was Tabled for 30 Days.
  - Charter Review
  - Open for Discussion

**13. Executive Session:**

**14. Return to Regular Session:**

**15. Adjournment**

**RECORD OF PROCEEDING**

MINUTES: CITY OF NEW CARLISLE, OHIO REGULAR SESSION MEETING @ Smith Park Shelter HELD: Monday, March 20, 2023, @ 6:30 PM

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

**2. Roll Call:** Berner calls the roll- Lowrey, Bahun, Eggleston, Cook, Lindsey, Rodewald Absent: Grimm Staff present: Kitko, Harris, Trusty, Dep. Majorcak

**3. Invocation:** Chief Trusty

**4. Pledge of Allegiance:** All are Welcome to Participate

**5. Action on Minutes:**

2/28/23 1st Eggleston 2nd Lindsey YES: 6 Rodewald, Lowrey, Bahun, Eggleston, Cook, Lindsey, NAY: 0 Accepted 6-0

3/6/23 1st Lindsey 2nd Eggleston YES: 6 Cook, Lindsey, Rodewald, Lowrey, Bahun, Eggleston NAY: 0 Accepted 6-0

**6. Communications:**

**Mayor Lowrey presents proclamations for: Arrow Queen, LaCondesa #2, and Wot-a-Dog**

*LaCondesa thanks everyone and notes they will be opening a food truck soon. Wat a Dog thanks everyone and notes the former owner of Wat a Dog passed away and they will be doing a memorial for him at a later date.*

**7. City Manager's Report:**

Motion by Lindsey 2nd by Rodewald to continue with the charter review discussions at the 4/3/23 meeting. YES: 6 Lowrey, Bahun, Eggleston, Cook, Lindsey, Rodewald NAY: 0 Accepted 6-0

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

**Police Report:**

Patrol Division:

The New Carlisle Deputies were dispatched to 150 calls for service during the month of February.

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Calls Taken: 150

Reports: 36

Assists: 24

Criminal Arrest: 16

Felony Arrest: 5

Misdemeanor Arrest: 5

Warrants: 6

Traffic Stops: 76

Traffic Warnings: 34

Moving Citations: 42

Business checks: 462

Code Enforcement Follow-ups: 0

Traffic Crashes: 4

Note: By the end of the month we will be having three new deputies assigned to the City of New Carlisle. These deputies are Deputy Arnold, Deputy Bowers, and Deputy O'Brien.

NEW CARLISLE	CALLS	ASSISTS	REPORTS	TRAFFIC STOP	CITATIONS	WARNINGS	ARREST	CODE ENFO	BUSINESS CHE	CRASH
FEBRUARY										
Dep. Majercak	38	0	9	24	18	6	0	0	22	2
Dep. Forrest	21	5	3	5	2	3	4	0	156	0
Dep. McDuffie	5	0	0	1	0	1	0	0	0	0
Dep. Garman	60	16	17	10	7	3	6	0	29	2
Dep. Harris	26	3	7	36	15	21	6	0	255	0
<b>Total</b>	<b>150</b>	<b>24</b>	<b>36</b>	<b>76</b>	<b>42</b>	<b>34</b>	<b>16</b>	<b>0</b>	<b>462</b>	<b>4</b>

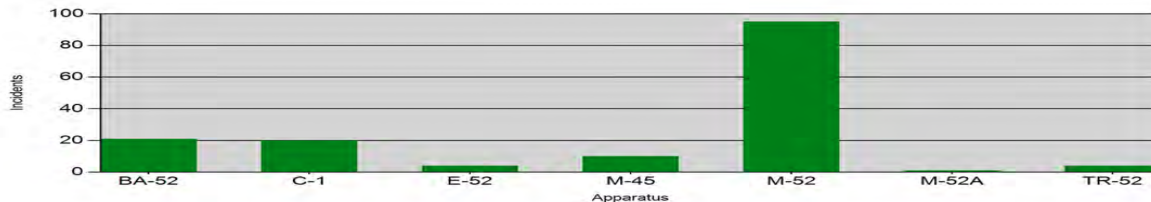
CM asks where are the 24 assists?- Park Layne, Medway, North Hampton Area

**Fire/EMS Report:**

City of New Carlisle  
City Council Meeting  
03-20-2023  
Fire-EMS Report

- In the Month of February the New Carlisle Fire Division responded to 96 EMS call in the city and 10 in Elizabeth Township.
- The Division responded to 8 Fire related calls in the city and 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 5 for Bethel Clark.
- The Division was awarded a federal grant in the amount of \$164,190.47. This grant will allow the division to purchase 19 new self-contained Breathing apparatuses and a new compressor for refilling the air cylinders. This is the largest grant the Division has ever received.

**Incident Count per Apparatus for Date Range**  
Start Date: 02/01/2023 | End Date: 02/28/2023



APPARATUS	# of INCIDENTS
BA-52	21
C-1	20
E-52	4
M-45	10
M-52	95
M-52A	1
TR-52	4

Rodewald: asks about the grant for the engine. Trusty noted nothing yet.

Lindsey: Hopeful we get the grant for the new engine. Asks if the new airpacks are in service or ordered. Trusty notes lots of paperwork and the funds will be placed in an account for them to purchase. Hopeful by mid to late summer.

Lindsey asks Trusty to speak on the compressor they will purchase. Trusty adds it has to fill "breathable air".

**Finance Report:**

**COUNCIL FINANCIAL REPORT SUMMARY – FEBRUARY 2023**

<b>Estimated Revenue</b>	<b>\$ 6,993,589.00</b>
Amended Est. Resources	
Amended Est. Resources	
Amended Est. Resources	\$ -
Amended Est. Resources	\$ -
<b>2023 REVISED TOTAL</b>	
<b>EST. REV.</b>	<b>\$ 6,993,589.00</b>

<b>2023 Original Budget</b>	<b>\$ 9,073,325.00</b>
1st Q. Supplemental	
2nd. Q. Supplemental	
3rd. Q. Supplemental	
4th Q. Supplemental	
<b>2022 REVISED TOTAL BUDGET</b>	<b>\$ 9,073,325.00</b>

Month	Revenue Received
January	\$ 978,586.95
February	\$ 642,527.07
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	
<b>Received To Date</b>	<b>\$ 1,621,114.02</b>

Month	Expenses Paid
January	\$ 782,712.86
February	\$ 632,359.22
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	
<b>Expenses to Date</b>	<b>\$ 1,415,072.08</b>

**Statement of Cash from Revenue and Expense**

From: 1/1/2023 to 2/28/2023

Fund	Description	Beginning Balance	Net Revenue YTD	Net Expense YTD	Unexpended Balance	Encumbrance YTD	Ending Balance
Grand Total:		\$7,510,472.46	\$1,621,114.02	\$1,415,072.08	\$7,716,514.40	\$1,145,686.13	\$6,570,828.27

**BANK RECONCILIATIONS - FEB. 2023**

Bank Accounts	Bank Balance	Outstanding Vendor	Outstanding Employee	Deposits in Transit	NSF Check (s)	Adjustments	Book Balance	Difference
PNC - General	\$ 1,773,487.52	\$ -	\$ -	\$ 3,976.78	\$ -	\$ -	\$ 1,777,464.30	\$ -
PNC - Payroll	\$ 200,184.78	\$ (184.78)	\$ -		\$ -	\$ (84.84)	\$ 199,915.16	\$ -
Star Ohio	\$ 3,139,958.66	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,139,958.66	\$ -
Park Nat. General	\$ 1,851,985.49	\$ (80,928.75)	\$ -	\$ 4,800.98	\$ -	\$ (84.84)	\$ 1,775,772.88	\$ -
Park Nat. - MMA	\$ 747,259.46	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 747,259.46	\$ -
Park Nat. - Mayor's	\$ 200.00		\$ -	\$ -	\$ -	\$ -	\$ 200.00	\$ -
NCF	\$ 526.55	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 526.55	\$ -
NCF - CD's	\$ 74,917.39	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 74,917.39	\$ -
Cash on Hand	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500.00	\$ -
<b>Grand Totals</b>	<b>\$ 7,789,019.85</b>	<b>\$ (81,113.53)</b>	<b>\$ -</b>	<b>\$ 8,777.76</b>	<b>\$ -</b>	<b>\$ (169.68)</b>	<b>\$ 7,716,514.40</b>	<b>\$ -</b>



**MAYOR'S COURT REPORT  
FOR FEBURARY 2023**

Total Citations: 22 (21 Traffic + 1 Other)

FUND RECEIVED	CURRENT MONTH	YEAR-TO-DATE
Fines	\$ 2,718.00	\$ 3,554.00
Court Cost	\$ 2,820.00	\$ 4,165.00
Fines- Clark County Municipal (transfer Cases)	\$ -	\$ -
Total Fees Paid (LF, Bounced Cks, BW)	\$ 20.00	\$ 20.00
Other (Bond Forfeiture)	\$ -	\$ -
Misc Fees Paid (Jail Time)	\$ -	\$ -
Bond Collected	\$ -	\$ -
Restitution	\$ -	\$ -
SB 17 Indigent driver interlock & alcohol	\$ -	\$ -
<b>TOTAL FUNDS RECEIVED</b>	<b>\$ 5,558.00</b>	<b>\$ 7,739.00</b>
FUNDS DISBURSED		
Victims of Crime	\$ 216.00	\$ 324.00
Child Safety/Seat Belts	\$ -	\$ -
Indigent Defense Support Fund	\$ 595.00	\$ 895.00
Drug Law Enforcement Fund	\$ 80.50	\$ 122.50
Expungement	\$ -	\$ -
State Bond Surcharge (new as of 2010)	\$ -	\$ -
<b>TOTAL REMITTED TO STATE</b>	<b>\$ 891.50</b>	<b>\$ 1,341.50</b>
Indigent Drivers Alcohol Treatment (Springfield)	\$ 34.50	\$ 52.50
Remitted to Computer Fund (Clerk)	\$ 230.00	\$ 340.00
Remitted to Computer Fund (Court)	\$ 69.00	\$ 102.00
Remitted to Court Security Fund	\$ 230.00	\$ 340.00
Remitted to Facility Fee	\$ 115.00	\$ 170.00
Remitted to City GF - Fines	\$ 2,718.00	\$ 3,554.00
Remitted to City GF - Court Court/Misc	\$ 1,270.00	\$ 1,839.00
Remitted to City- Jail Expenses	\$ -	\$ -
Remitted to City- Enforcement & Education	\$ -	\$ -
Remitted to City- Drug Analysis	\$ -	\$ -
SB 17 Indigent Driver Interlock & Alcohol	\$ -	\$ -
<b>TOTAL REMITTED TO CITY</b>	<b>\$ 4,632.00</b>	<b>\$ 6,345.00</b>
<b>Capital Recovery</b>	<b>\$ -</b>	<b>\$ -</b>
Restitution	\$ -	\$ -
Bonds forfeited	\$ -	\$ -
<b>TOTAL DISBURSED</b>	<b>\$ 2,181.00</b>	<b>\$ 7,739.00</b>

Prepared & Submitted By:  
Kristy Thome, Clerk of Court

Motion by Eggleston 2nd by Rodewald to accept the financial report YES:6  
Lowrey, Bahun, Eggleston, Cook, Lindsey, Rodewald NAY: 0 Accepted 6-0

Motion by Eggleston 2nd by Eggleston to accept the mayor's court report YES:6  
Cook, Lindsey, Rodewald, Lowrey, Bahun, Eggleston NAY: 0 Accepted 6-0

**Service Report:**

To: Randy Bridge, City Manager  
From: Howard Kitko, Service Director/Asst. City Manager  
Date: March 20, 2023  
Subject: Council Update

**Public Works Departments:**

- City wide tree trimming has started and will be ongoing through the winter.
- Street light proposal signed 1/6 to install cobra light at Smith Park Shelter House. AES to approve soon.
- Street Sweeper proposals, discussion at 3/20 council meeting.

**Water Department:**

- Private well inspection to start April 1<sup>st</sup>.
- Well #4 pitless adapter project is complete and well 4 is back in service.
- Well #1 is currently being cleaned by a contractor.
- 2 hydrants replaced with more replacements to begin within the next couple of weeks. Delayed due to vac-truck out of service for a short time.

**Sewer Department:**

- Secondary Clarifier #1 and Primary Clarifier #2: Contract awarded to Peterson Construction. Estimated \$286,500 in American Rescue Plan funds and \$98,500 OPWC funds.
- Plant Expansion Study: Ordinance in front of council for approval. Study to be completed in 3-6 months. Study will be utilized for future development needs.

**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. Survey work complete. Engineering underway.
- Fenwick Dr. Reconstruction Phase II: Engineering complete and bidding to be around April. Construction Cost estimated to be \$452,792, with the city's share to be an estimate \$60,000 (share + Engineering).

**Carlisle Park Phase 1 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. Agreement has been signed and Survey should be complete any time now.

**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. Agreement signed, moving on the next steps in completing this project.

Kitko goes over some numbers to purchase a street sweeping machine. Lowrey noted he would rather not contract to sweep other areas if the city buys a street sweeper. Bahun asked about having another city sweep. He asks about and inside storage for the machine. Bahun asks about the annual maintenance costs. Kitko notes they are new. Cook asks about the debris that they clean up and what it is classified as. Kitko notes they get dumpsters to dispose of the debris at the cost of \$350.00 per 30 yd roll off. Lindsey asks \$340-370,000 with sweeping 4x per year? Kitko notes the times they will sweep and Lindsey thinks it is "excessive for the amount of use it will get". Kitko adds the complaints that come in are extreme and he is usually following the truck around as it sweeps. Rodewald asks about sweeping for 2023 quotes. He adds currently yes it would take a while to pay for itself, with added roads, he thinks the if the sweeper lasts 30 years the city would get their money back. Cook suggested having a work session on this to discuss. Council would like Kitko to send them info to read over and if another meeting is needed they can schedule.

Rodewald asks about the asphalt costs- Kitko notes an increase of 20%.

Bahun asks if the water softeners back on. Kitko notes 1 and 2 are back online. Testing is being done for the others. Lindsey asks how long it takes to regenerate manually. Kitko notes for 1 stage takes 50 min.

**Planning and Zoning Report:** submitted at a later date.

## **B. INFORMATIONAL ITEMS**

- **Discussion Topics**
  - City Council Meeting Start Time
    - 6:00pm effective for the 4/3/23 Meeting and thereafter
  - D.R.Horton Development
    - Phase Map recently submitted – under review.
    - In early TIF estimates discussions – legislation to follow.
  - 2023 Fireworks Show
    - Display Date is June 24, 2023 (Same as last year)
    - Rain-Out Date is June 25, 2023
    - Total Cost \$17,000
      - ◇ Spend more on the show? \$22,000 currently allocated.
      - ◇ \*Motion requested to change show price
  - Board of Zoning Appeals Meeting at the 04/03/23 Meeting
    - City will be seeking various zoning variances for the construction of the potential Madison Street School Project
  - Still Researching: Rite-Aid and Community Parking
  - Friendly Reminder:
    - Traffic Study Presentation
      - ◇ Addendum to Traffic Study Signed to account for the removal of the Miami County project and to determine when each recommended improvement is warranted, other items.
      - ◇ Monday, April 3, 2023, at Regular Council Meeting
        - The presentation date may be pushed back a meeting or two due to addendum noted above.
    - ORD 2022-59 Residential Trash Can Placement
      - ◇ Tabled for 30 Days. Revisit at the April 3, 2023, Meeting.

Council agrees to stay in the \$17,000 range for the fireworks show.

Lindsey asks if the traffic study will include turn lanes and removing parking spots. Lindsey asks if the Council will vote on it. Kitko and Lowrey both note " they think he would".

Lowrey asks about the trees over the train trestle. Kitko notes the city tries to keep it clear.

**8. Comments from Members of the Public:** Zaden Lowry 315 Prentice- asks about Brookfield notes the road is so bumpy, he thinks it should be fixed, repaved and there is lots of gravel. Mayor notes the gravel should be cleaned up and Kitko lets Zaden know that the potholes will be fixed this spring and if he sees any that have not been filled. Discussions on the area, which is near the school, the area of Bayberry, Drake and the entrance to the school. Lindsey thanks Zaden for coming and asks if he has any ideas on how it can be improved. Zaden notes the air sweeper would be a good choice. Lowrey asks about looking at a mill and fill in the areas near the school. Kitko will look into this

problem. Rodewald agrees it is bad. Bahun asks if Dep. Majorcak could get some inmates to clean it up.

**9. Committee Reports:** None

**10. RESOLUTIONS:** None

**11. ORDINANCES:**

**Ordinance 2023-20** AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS IN EXCESS OF THIRTY-FIVE THOUSAND DOLLARS (\$35,000) FOR A WASTEWATER TREATMENT PLANT EXPANSION STUDY 1st Eggleston 2nd Rodewald *ex: study with new developments included not to exceed \$44,000. Lindsey asks about the previous discussions with the Scarff Rd development and how he thought the plant could hold the new developments. Kitko explains how the city currently works at a 40/50% capacity but after build out that number will increase. The city will then be required to expand if the numbers reach a certain amount. This is to look into the costs of expansion to better prepare.* YES: Lowrey, Bahun, Eggleston, Cook, Lindsey, Rodewald NAY: 0 Accepted 6-0

**Ordinance 2023-22 Action on 4/3/23** AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SALE OF A PORTION OF THE MADISON STREET SCHOOL PARCEL TO THE CLARK COUNTY LAND REUTILIZATION CORPORATION

**Additional City Business: Open for Discussion**

City offices closed 4/7/23- Good Friday

Motion to excuse Grimm by Lindsey with a 2nd by Bahun YES: Eggleston, Cook, Lindsey, Rodewald, Lowrey, Bahun NAY: 0 Accepted 6-0

**13. Executive Session:** To Consider the Sale or Donation of City Property

Motion by Lindsey with 2nd by Cook to move to executive session. YES: Lindsey, Rodewald, Lowrey, Bahun, Eggleston, Cook NAY: 0 Accepted 6-0

Motion by Lindsey second by Rodewald to move into regular session. YES: 6 Lowrey, Bahun, Eggleston, Cook, Lindsey, Rodewald NAY: 0 Accepted 6-0

**14. Adjournment:** 1st Lindsey 2nd Eggleston 8:33 pm Yes: 5 Cook, Lindsey, Rodewald, Lowrey, Bahun, Eggleston NAY: 0 Accepted 6-0

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Mayor Mike Lowrey

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Clerk of Council Emily Berner

# 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



# City Manager Report

April 3, 2023

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## **A. DEPARTMENTAL REPORTS**

- The Following Departmental Reports will be given at the next City Council meeting that will be held on Monday, April 17, 2023
  - Finance, Public Service, Fire/EMS, and Police

## **B. INFORMATIONAL ITEMS**

- Discussion Topics
  - National Opioid Settlement Lawsuit
    - Stringent Use of Settlement Funds; Pass to Clark County for Proper Audited Use
    - New Deadline of 4/18/23
    - Discussion
  - Emergency Ordinances @ 4/17/23 Meeting
    - Due to 2 Council Members Being Absent Tonight
      - ◇ 1. Estimated Resources - To Adjust Books to Receive Fire Grant Money
      - ◇ 2. Supplemental - To Spend the Fire Grant Money
      - ◇ 3. Enter National Opioid Settlement Lawsuit (Noted Above)
  - Amendment Needed Tonight on Ordinance 2023-22
    - Section 1 of the Purchase Agreement
    - Original Ordinance Stated 0.118AC while the Correct AC is 1.17
    - This was a Review/Editing Error
  - Haddix Baseball Lease
    - Working on New Agreement that is Better for Both Organizations
    - Previous Contract Still Governs
  - Electric Aggregation
    - Bethel Township
    - Discussion
  - 2023 Fireworks Contract
    - Executed
    - Display Date is June 24, 2023
    - Rain-Out Date is June 25, 2023
  - Board of Zoning Appeals Meeting at the 04/03/23 Meeting
    - Meeting Postponed Until the April 17th Meeting, Pending Vote Count on Ordinance 2023-22
  - Friendly Reminder:
    - Clark County Transportation Active Plan Presentation
      - ◇ By Louis Agresta, Transportation Director, Clark County-Springfield TCC
      - ◇ Monday, April 17, 2023, at Regular Council Meeting
    - Residential Development Traffic Study Presentation
      - ◇ By Michael Goettemoeller, Project Manager, Choice One Engineering
      - ◇ Monday, May 15, 2023, at Regular Council Meeting

### Attachment Summary:

None

### Motion Summary:

None

**RESOLUTION 2023-09R**

A RESOLUTION APPROVING AND SUPPORTING THE SUBMISSION OF LOCAL LIQUOR  
OPTION QUESTIONS TO PART OF THE NEW CARLISLE ELECTORATE FOR THE  
NOVEMBER 7, 2023 GENERAL ELECTION

**WHEREAS**, according to the Ohio Department of Commerce, Division of Liquor Control, the City of New Carlisle is “dry” with respect to on-premises alcohol consumption; and

**WHEREAS**, City Council believes it would be in the best interests of the City and its residents for the CARL 01 precinct, which encompasses the City’s downtown and most of its central and general business zones, to be “wet” for on-premises alcohol consumption; and

**WHEREAS**, any question as to whether on-premises alcohol consumption should be permitted must be brought to the electors of the CARL 01 precinct in accordance with the procedures set forth in the Ohio Revised Code; and

**WHEREAS**, one person involved in the effort to bring the on-premises alcohol consumption questions to the electors must be designated as “the petitioner.” The petitioner serves as the contact person, signs all documents related to the local liquor option questions, and obtains the appropriate petitions and other forms; and

**WHEREAS**, the petitioner for the submission of the local liquor option questions must be a qualified elector of the CARL 01 precinct; and

**WHEREAS**, City Council intends on taking all reasonable steps to ensure that the local liquor option questions are approved and the electorate is fully informed, and therefore City Council will conduct a public information campaign in favor of the ballot measures including conducting one or more public meetings.

**NOW, THEREFORE, THE CITY OF NEW CARLISLE HEREBY RESOLVES:**

**SECTION 1.** Any member of City Council who is a qualified elector of the CARL 01 precinct is authorized to serve as “the petitioner” and to take all necessary actions for placing the local liquor option questions on the ballot for the November 7, 2023 general election.

**SECTION 2.** City Council will conduct a public information campaign in favor of the ballot measures including conducting one or more public meetings.

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: 04/03/23  
Action: 04/03/23  
Effective: 04/18/23

Pass                  Fail

## **ORDINANCE 2023-22**

### AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SALE OF A PORTION OF THE MADISON STREET SCHOOL PARCEL TO THE CLARK COUNTY LAND REUTILIZATION CORPORATION

**WHEREAS**, on March 6, 2023, the New Carlisle City Manager, Clark County Land Reutilization Corporation and Habitat for Humanity for Greater Dayton provided City Council with a presentation pertaining to a potential small housing project to be located along the street frontage of the Madison Street School parcel; and

**WHEREAS**, the Clark County Land Reutilization Corporation is interested in purchasing a portion of the street frontage from the City and partnering with Habitat for Humanity for Greater Dayton for the construction of four new houses; and

**WHEREAS**, the four residences will be affordable and their appearance will be consistent with the existing aesthetics of the surrounding homes; and

**WHEREAS**, it is important for the City to have a diverse housing stock available for current and potential residents; and

**WHEREAS**, these new affordable homes will complement the recently approved residential developments that project to add approximately six hundred eighty new market-rate homes in the upcoming years; and

**WHEREAS**, the property being sold is not needed for any municipal purpose; and

**WHEREAS**, City Council has determined that the sale of a portion of the Madison Street School parcel is an exercise of the City's home rule powers as a charter municipality.

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

**SECTION 1.** The City Manager be, and hereby is, authorized to enter into the attached Agreement for the sale of a portion of the Madison Street School parcel to the Clark County Land Reutilization Corporation.

**SECTION 2.** The City Manager is further authorized to sign all necessary deeds and any other documents required for the sale of said property.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

SIGNATURE PAGE TO FOLLOW

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Mike Lowrey, MAYOR

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Emily Berner, CLERK

APPROVED AS TO FORM:

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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

## AGREEMENT TO PURCHASE

THIS AGREEMENT ("Agreement") is made Wednesday, March 15, 2023 ("the date of this Agreement"), between Clark County Land Reutilization Corporation, an Ohio Community Improvement Corporation not for profit, ("Purchaser"), and the City of New Carlisle, Ohio, an Ohio municipality ("Seller").

### 1. PROPERTY AND ADDITIONAL PROPERTY.

Seller agrees to sell and convey, and Purchaser agrees to purchase, on the terms and conditions contained in this Agreement, the following real property:

**600 W. Madison St., New Carlisle, OH 45344 CC P#: 0300500034216015**  
**Further detailed as approximately 1.17AC (51,150 SqFt) along W. Madison St. and**  
**approximately reflected on the lots labeled 1-4 in Exhibit "A" attached hereto and**  
**incorporated by reference herein which shall be more fully described upon**  
**completion of the survey and lot split.**

The property includes the land and all appurtenant rights, privileges, and easements.

### 2. PURCHASE PRICE AND PAYMENT.

The purchase price for the property shall be one dollar (\$1.00).

If any liens are currently assessed on the property, then the funds from the purchase price shall be applied to satisfy the liens. If the lien amounts exceed the purchase price, then this Agreement shall be null and void if so desired by either party and, in such event, the parties shall be released from their obligations hereof.

### 3. INSPECTION CONDITION.

Purchaser has 120 days from the date of this Agreement to conduct any due diligence it deems necessary in its sole discretion. Purchaser and purchaser's contractors may enter the property to conduct due diligence but shall be responsible for any damage(s) to the Property caused by the Purchaser and/or the Purchaser's contractors. Purchaser may cancel the contract at any time during the due diligence period, upon written notice, for any reason whatsoever.

### 4. CONVEYANCE.

At the closing, Seller shall, upon payment in full, execute and deliver a transferable, recordable General Warranty Deed (the "Deed") with release of dower, if applicable, conveying to Purchaser marketable title to the Property in fee simple, free from all defects, liens, easements, restrictions, covenants, encroachments, and any other encumbrances, except (i) real estate taxes and assessments not yet due and payable, (ii) existing public highways and utility easements as may be approved by Purchaser, and (iii) such other matters as may be waived or may be deemed to

have been waived by Purchaser as set forth in the Agreement.

In the event a new legal description of the property must be prepared in order for the Clark County Tax Map Department to unconditionally approve the legal description, Purchaser shall pay the cost of obtaining the new legal description, including the cost of the survey.

#### 5. TITLE.

Within twenty (120) days from the date of this Agreement, Purchaser may at its expense obtain an attorney's opinion or a commitment for an owner's policy of title insurance (the "Commitment") issued by an attorney or a title insurance company selected by Purchaser (the "Title Company") and dated as of a current date, pursuant to which the Title Company shall commit to issue an ALTA owner's policy of title insurance insuring Purchaser's title to the Property in the full amount of the purchase price. If the attorney's opinion or the Commitment shows that Seller does not have marketable, fee simple title to the Property or that there are any defects, liens, easements, restrictions, covenants, encroachments or any other encumbrances, other than those exceptions described in Section 4, then Purchaser shall notify Seller of its objection to any such matter(s). Upon receipt of Purchaser's objections, Seller may promptly undertake and complete all actions as are necessary to satisfy or eliminate any objections to title. However, if Seller is unwilling or unable to remove any objections prior to the closing date, then Purchaser's sole remedy shall be either to (a) terminate this Agreement, in which event Seller shall immediately refund the Deposit Payment to Purchaser, without interest, at which time the parties shall be released from all further obligations under this Agreement, or (b) waive the objections and accept such title as Seller is able to convey, without abatement of the purchase price.

At the closing, Seller shall furnish Purchaser and Purchaser's attorney or the Title Company with an owner's affidavit as to mechanics' and material men's liens, persons in possession of the Property, and similar title matters required by Purchaser's attorney or the Title Company as a condition of its deletion of the standard printed General Exceptions from the title policy. All costs, fees and premiums of the attorney's opinion or commitment and the title policy, including the costs of title examination and title certificates, shall be paid by Purchaser.

#### 6. TAXES, PRORATIONS AND EXPENSES.

This section was intentionally removed. Seller and Purchaser are not subject to real property taxes.

#### 7. SELLER'S REPRESENTATIONS AND WARRANTIES.

Seller represents and warrants to Purchaser that, to Seller's knowledge, as of the date of this Agreement and as of the date of closing: (a) no orders of any public authority are pending against the Property, (b) no work has been performed or

improvements constructed that may result in future assessments against the Property, (c) no notices have been received from any public agency with respect to condemnation or appropriation, proposed future assessments, correction of conditions, environmental conditions or other matters affecting the Property. Additionally, Seller warrants that Seller shall not without Purchaser's prior written consent: (a) convey or agree to convey, encumber or grant any rights in the Property to any party other than Purchaser, (b) permit or allow any removal, alteration or other change to the physical character of the Property, or (c) permit any waste, impairment or deterioration of the Property.

#### 8. CLOSING.

The closing for the execution of the Deed and other instruments contemplated by this Agreement and payment of the balance of the purchase price in accordance with the provisions of Paragraph 2 shall be on or before 120 days from the date of this Agreement (the "Closing Date"). The closing shall be held on a date and time and at a place mutually agreed upon by the parties.

Closing is contingent on the following conditions ("Contingencies"):

1. Purchaser receives lot-split approvals acceptable to Purchaser;
2. Purchaser receives sufficient information from the City Utility departments outlining locations and capacities suitable to Purchaser;
3. Purchaser receives zoning approval acceptable to Purchaser, which is not subject to referendum or such time period for referendum has passed; and
4. Purchaser has received and approved of ALTA Survey, Title Commitment, and Deed

If for any reason the above Contingencies are not met, Purchaser may elect to terminate this agreement at any time, or waive the unmet Contingencies.

#### 9. POSSESSION.

Seller shall deliver exclusive possession of the Property to Purchaser at closing.

#### 10 NOTICES.

Any notice or other writing required or permitted to be given to a party under this Agreement shall be deemed given when personally delivered to that party's address as set forth below or three (3) days after being mailed by certified United States mail, postage prepaid, return receipt requested, addressed as follows:

(a) If to Seller: 331 S. Church St. New Carlisle, OH 45344

(b) If to Purchaser: 3130 E. Main Street, Suite 1A, Springfield, OH 45505

11. BROKERAGE.

Each party represents to the other that there is no broker or other person who may be entitled to a commission or similar fee in connection with this transaction.

12 CASUALTY; CONDEMNATION.

In the event that before the closing, the Property or any portion of the Property is damaged or destroyed by fire, or taken or condemned by any governmental authority or other entity having the power of eminent domain, or Seller receives a notice of a proposed taking or condemnation, Seller shall immediately notify Purchaser in writing. Purchaser shall then have the option either to (a) terminate this Agreement by giving written notice to Seller, in which event Seller shall refund the Deposit Payment to Purchaser, without interest, and the parties shall be released from all further obligations or (b) require Seller to assign to Purchaser at the closing all of Seller's right, title and interest in any proceeds of insurance payable in connection with the damage or destruction or any awards that may be made by reason of such condemnation, in which event there shall be no adjustment or abatement of the purchase price.

13. ACCEPTANCE.

This Agreement has been executed by Purchaser and Seller, effective on the date first written above. The dates of offer and acceptance shall not affect the date of this Agreement as defined above.

14. MISCELLANEOUS.

- A. This Agreement constitutes the entire agreement between Seller and Purchaser and no change in this Agreement may be made except by an agreement in writing signed by the parties.
- B. This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and their respective heirs, personal representatives, successors and assigns. This Agreement is assignable by either party only upon the other parties' prior written consent, which shall not be unreasonably withheld.
- C. This Agreement shall be construed without reference to the titles of the various paragraphs, which are inserted for convenience of reference only.
- D. The covenants, agreements, representations, warranties and obligations of the parties in this Agreement shall survive the closing.
- E. Ethan Harris states that he is fully authorized and empowered to enter into this agreement on behalf of Purchaser.
- F. Time is of the essence.
- G. Purchaser shall pay all closing costs including the preparation of the deed, the conveyance taxes, if any, and all Auditor's transfer fees and Recorder's fees for recording the deed, if any.



Purchaser:  
CLARK COUNTY LAND  
REUTILIZATION CORPORATION

Seller:  
City of New Carlisle, Ohio

BY: \_\_\_\_\_

BY: \_\_\_\_\_

ITS: Executive Director

ITS: City Manager

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Jacob M. Jeffries, Law Director

# 600 West Madison, New Carlisle: Clark County Land Bank New Home Construction

## Exhibit A

- Total Area:  $330' \times 155' = 51,150 \text{ sf}$  (Current Zoning: R2)
- 4 Total Lots:  $70' \text{ Width} \times 155' \text{ Depth} = 10,850 \text{ sf EACH}$
- 1 City Future Roadway:  $50' \text{ Width} \times 155' \text{ Depth} = 7750 \text{ sf}$

