

# CITY COUNCIL REGULAR MEETING PACKET

July 5, 2023 @ 6:00pm Smith Park Shelter House

- **1.** Call to Order: Mayor Mike Lowrey
- 2. Roll Call: Clerk of Council
- **3.** Invocation:
- 5. Action on Minutes: 06/12/23 Special Meeting & 06/20/23 Regular Meeting
- **6.** Communications:
  - Reading of Letter Submitted by a Member of the Public
  - Downtown Turn Lane Discussion
- 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:** (0 - Intro; 1 – Action\*)

# A. Ordinance 2023-34 (Introduced on 05/15/23. Public Hearing & Action on 07/17/23)

CREATING THE HONEY CREEK TAX INCREMENT FINANCING INCENTIVE DISTRICTS; DECLARING IMPROVEMENTS TO THE PARCELS WITHIN EACH INCENTIVE DISTRICT TO BE A PUBLIC PURPOSE AND EXEMPT FROM REAL PROPERTY TAXATION; REQUIRING THE OWNERS OF THOSE PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES; ESTABLISHING A MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF THOSE SERVICE PAYMENTS; REQUIRING THE DISTRIBUTION OF A PORTION OF THOSE SERVICE PAYMENTS TO THE TECUMSEH LOCAL SCHOOL DISTRICT AND THE SPRINGFIELD-CLARK CAREER TECHNOLOGY CENTER; AND SPECIFYING THE PUBLIC INFRASTRUCTURE IMPROVEMENTS THAT BENEFIT OR SERVE PARCELS IN THE INCENTIVE DISTRICT.

# \*B. Ordinance 2023-41 (Introduced on June 20, 2023. Public Hearing & Action Tonight)

AN ORDINANCE ADOPTING THE TAX BUDGET FOR THE CITY OF NEW CARLISLE, OHIO FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2024, AND SUBMITTING THE SAME TO THE AUDITOR OF CLARK COUNTY, OHIO

#### 12. OTHER BUSINESS:

- Additional City Business:
  - o Open for Discussion
- **13.** Executive Session:
- **14.** Return to Regular Session:
- 15. Adjournment

6/12/23

# RECORD OF PROCEEDING

MINUTES: CITY OF NEW CARLISLE, OHIO REGULAR SESSION MEETING @ Smith Park Shelter HELD: June 12, 2023, 6:00 PM

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

2. <u>Roll Call</u>: Bridge calls the roll- Lowrey, Grimm, Bahun, Cook, Eggleston, Lindsey Staff present: Bridge Absent: Rodewald

3. <u>Invocation:</u> CM Lindsey

4. Pledge of Allegiance: All are Welcome to Participate

5. <u>Action on Minutes</u>: none6. Communications: none

7. City Manager's Report: none

A. <u>DEPARTMENTAL REPORTS-</u> Given at 2nd meeting of the month.

# Police Report:

Fire/EMS Report:

Finance Report:

Service Report:

# Planning and Zoning Report:

8. COMMENTS FROM MEMBERS OF THE PUBLIC: none

9. **COMMITTEE REPORTS:** None

10. RESOLUTIONS: none

11. ORDINANCES: none

# 12. OTHER BUSINESS:

Charter review discussion- Council starts with section 5.4 on 30 days vs 60-day notice. Council chooses 30 notifications. Continued discussions on how the charter review committee created a more user-friendly charter. Discussions on section 6 and the numbering of the items due to adding new sections. Discussions on the merit system and contracts. Bridge suggests checking with the law director on the wording. Council discussions on the charter's wording to consider the fire chief a full-time position. Section 7,8 discussions. Bridge suggests keeping in the charter that the city manager has to inform the council of firing decisions for key positions such as law director or finance director. Bridge notes the section on the budget process and setup should remain the same. Continued discussions on the hiring process and changing the wording that the council has the final say after "reviewing qualifications and experience". Bridge notes he does not want the minimum requirements of a bachelor's degree. Bridge notes each profession has a "language," and they can determine who is qualified through interviews. Council and Bridge chose to keep a bachelor's degree and change graduate to a bachelor's-continued discussions on the duties of the administrative department heads. Council will approve raises for City Manager, Finance Director, and Service Director. Bridge notes a comprehensive plan, last completed in 2012, has a timeline to be updated. Decided on a 10-year timeline. Discussions on how Council fills vacant boards (in the event that there are no volunteers for the boards) and wording for this in the charter.

Continued discussions on the election process. Discussions on the acceptance letter from the city. Discussions on the necessity and the council's decision to remove that wording from the Charter—section 9 discusses the citizen special election requirements—numbers and wording discussed using a percentage of registered voters. Council decides on 25% of registered voters.

Council continued to discuss sections 9, 10, 11, 12, 13, and 14 in the charter on nominations, elections, referendums, and provisions. Bridge suggests council read over "council engagement section 10". Continued discussions on

wording and percentages for recalls and referendums. Bridge will talk with the law director about wording. Discussions on the timelines for charter review.

Discussion on the changes in Sections 11-12. Bridge will get the changes updated and sent to the council after they review the areas they decided to read independently. Grimm notes the review committee has made it a "little more readable," and Bridge adds they added a little more to the section. Bridge notes nothing in section 13 needs to be changed. Council agrees with no changes except removing the wording "separability" removed from section 13.

Council will receive specific updated changes to the charter.

Alcohol discussion— the city can not sell anything over 21% proof and 40% food sales. Bridge suggests having a QA session or a booth at the farmer's market. Bridge notes selling the higher percentage. It is a different license. Bridge notes this has been a fun, new learning experience. Bridge and 571 Grill will go door to door to inform voters and collect signatures. Voters in Carlisle One will vote on this.

# 13. Executive Session: none

14. Adjournment: 1st Cook 2nd Lindsey @ 8:10pm Bahun notes Rodewald needs
excused Motion rescind by Lindsey and Cook

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

Motion by Lindsey 2nd Eggleston to adjourn YES: Cook, Lindsey, Lowrey, Grimm, Bahun, Eggleston NAY: 0 Accepted 6-0

Mayor	Mil	ce	Lowre	V		
_				1		
Clerk	of	Сс	uncil	Emily	Berner	_

# RECORD OF PROCEEDING

MINUTES: CITY OF NEW CARLISLE, OHIO REGULAR SESSION MEETING @ Smith Park Shelter HELD: Tuesday, June 20th @ 6:00 PM

- 1. <u>Call to Order:</u> Mayor Lowrey calls the meeting to order.
- **2.** <u>Roll Call</u>: Berner calls the roll- Lowrey, Grimm (late arrived at 6:05 pm), Bahun, Eggleston, Cook, Lindsey 6 members present Absent: Rodewald Staff present: Bridge, Trusty, Kitko, Harris
- **3. Invocation**: CM Lindsey
- 4. <u>Pledge of Allegiance</u>: All are Welcome to Participate
- 5. Action on Minutes:
- 6/5/23- 1st Lindsey 2nd Eggleston YES: Cook, Lindsey, Lowrey, Bahun, Eggleston NAY: 0 Accepted 5-0
- **6.** Communications: None
- 7. City Manager's Report:

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

# **Police Report**:

Patrol Division:

The New Carlisle Deputies were dispatched to 333 calls for service during the month of May.

Calls Taken: 333

Reports: 39

Assists: 76

Criminal Arrest: 9

Felony Arrest: 0

Misdemeanor Arrest: 8

Warrants: 1

Traffic Stops: 86

Traffic Warnings: 58

Moving Citations: 28

Business checks: 1647

Code Enforcement Follow-ups: 6

Traffic Crashes: 1

Note: All of the new deputies have completed their FTO Training. Deputy Liming has returned back to the regular Uniform Road Patrol and we appreciate him assisting while these deputies completed their training.

Respectfully,

Sgt. Ronnie E. Lemen

NEW CARLISLE	CALLS	ASSISTS	REPORTS	TRAFFIC STOP CITA	TIONS WAR	NINGS ARR	EST CODE	ENFO	BUSINESS CHECRA	SH   S.O.	R.N Check
May											
Dep. Bowers	101	15	4	26	14	12	1	-	814	1	
Dep. Forrest	35	2	11	3	2	1	4	9	170	2	
Dep. O'Brien	99	27	10	12	5	7	0	-	283	3	-
Dep. Arnold	98	16	11	36	7	29	4	-	297	0	
Dep. Liming Left May	31	16	3	8	0	8	0	1	76	0	-
Dep. Speckman	1		0	1	0	1	0	-	7	0	-
Total	333	76	39	86	28	58	9		1647	6	UR

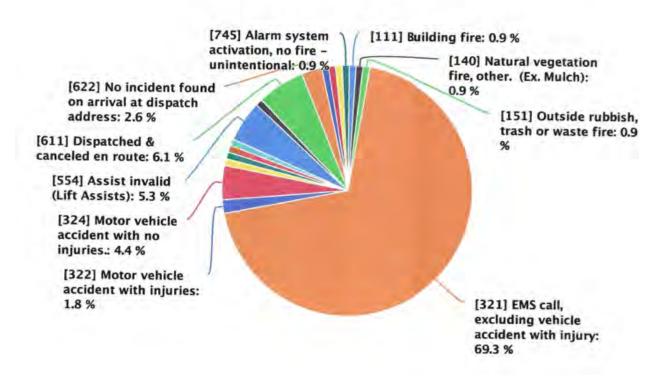
Bahun asks about the break in at the Dodge dealership.

# **Fire/EMS Report:**

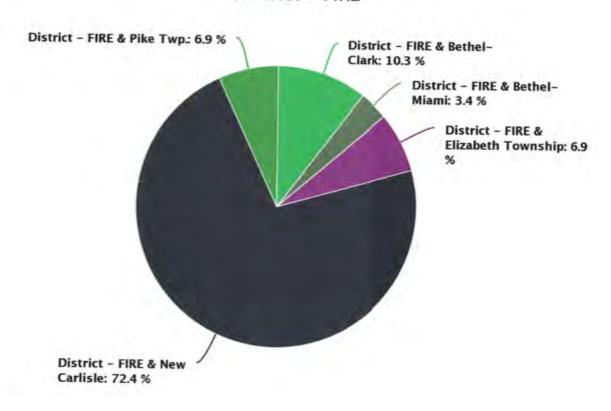
City of New Carlisle City Council Meeting 06-20-2023 Fire-EMS Report

- In the Month of May, the New Carlisle Fire Division responded to 84 EMS call in the city and 13 in Elizabeth Township.
- The Division responded to 10 Fire related calls in the city and 1 in Elizabeth Township.
- We had 4 EMS calls answered by mutual aid, either by Pike Township or Bethel Clark, due to medic 52 being on a response.
- We answered 4 mutual aid EMS calls for Pike Township and 4 for Bethel Clark.

# Incident Type Count



# District - FIRE



Bahun asks if the numbers are year to date, Trusty notes monthly.

# **Finance Report:**

# COUNCIL FINANCIAL REPORT SUMMARY - MAY 2023

Estimated Revenue	\$ 6,993,589.00
Amended Est. Resources	\$ (89,966.00)
Amended Est. Resources	\$ 164,190.00
Amended Est. Resources	
Amended Est. Resources	\$ -

2023 REVISED TOTAL	
EST. REV.	\$ 7,067,813.00

2023 Original Budget	\$ 9,073,325.00
1st Q. Supplemental	\$ 164,190.00
2nd. Q. Supplemental	\$ 156,500.00
3rd. Q. Supplemental	
4th Q. Supplemental	
2022 REVISED TOTAL BUDGET	\$ 9,394,015.00

Month	Rev	enue Received
January	\$	978,586.95
February	\$	642,527.07
March	\$	1,307,302.60
April	\$	587,319.24
May	\$	909,651.02
June		
July		
August		
September		
October		
November		
December		
Received To Date	\$	4,425,386.88

Month	Expenses Paid				
January	\$	782,712.86			
February	\$	632,359.22			
March	\$	1,099,578.08			
April	\$	632,999.08			
May	\$	561,888.44			
June					
July					
August					
September					
October					
November					
December					
Expenses to Date	\$	3,709,537.68			

# Statement of Cash from Revenue and Expense

From:	1/1/2023 to 5/31	1/2023					
Fund	Description	Beginning Balance	Net Revenue YTD	Net Expense YTD	Unexpended Balance	Encumbrance YTD	Ending Balance
Grand	Total:	57,510,472,46	\$4,425,386.88	\$3,709,537.68	\$8,226,321.66	\$1.011.055.42	\$7,215,266.24

		1						_						
		- 0	standing	Duts	tanding	D	epositsia							
Bank Accounts	Bank Balano:		Vendor	Em	ployee		Transit	NSF-	Check (s)	Acti	us tments	Book Balance	Diff	evenbe
PNC - General	\$ 1,518,094.53	5		5	-	5	4,149,65	5		15	9.40	\$ 1,522,252,58	5	1+
PNC - Payrol!	5 201,540.90	5	(1,437.35)	\$				\$		8	(103.55)	\$ 200,000.00	s	-
5tar Ohio	5 3,933,082.25	\$		\$	-	\$	-	5	-	\$	-	\$ 3,933,082,25	5	~
Park Nat. General	5 1,524,122.98	5	(33,406.50)	5		5	562,13	5		5	í	\$1,491,278.61	6	-
Park Nat MMA	\$ 1,008,278.76	5		5	ec.	5		5		5	- 30	\$ 1,003,278.76	6	
Park Nat Mayor's	5 200.00		-	5	-	5	_	5	-	\$	-	\$ 200.00	S	-
NCF	5 526.57	5		\$	-	\$	-	S		\$		\$ 526.57	S	
NCF - CD's	\$ 75,202.89	\$	1 Sh	\$	-	5	-6	5	-	\$		5 75,202.89	\$	(10)
Cash on Hand	\$ 500.00	5	_ = = = = = = = = = = = = = = = = = = =	5	-	5	= = =	5		5		\$ 500.00	5	
Grand Totals	5 8,256,548.88	5-	(34.843.85)	S-	-	5	4,711.78	8		3	(95.15)	58,226,321.66	5	- 9



# MAYOR'S COURT REPORT FOR MAY 2023

Total Citations: 25 (24 Traffic + 3 OTH)

FUND RECEIVED	CUI	RRENT MONTH	YEA	R-TO-DATE
Fines	S	3,271.00	5	12,329.00
Court Cost	S	2,868.00	5	11,960.00
Fines- Clark County Municipal (transfer Cases)	S	4	5	
Total Fees Paid (LF, Bounced Cks, BW)	S	120.00	5	260.00
Other (Bond Forfeiture)	S	4	5	-
Misc Fees Paid (Jail Time)	S	-	5	
Bond Collected	S	1.0	5	-
Restitution	S	1-4	5	
SB 17 Indigent driver interlock & alcohol	S	-	5	
TOTAL FUNDS RECEIVED	\$	6,259.00	5	24,549.00
UNDS DISBURSED				
Victims of Crime	5	202.00	\$	891.00
Child Safety/Seat Belts	5		S	
Indigent Defense Support Fund	\$	565,00	5	2,500.00
Drug Law Enforcement Fund	5	80.50	5	343.00
Expungement	- 5		5	
State Bond Surcharge (new as of 2010)	3		\$	
TOTAL REMITTED TO STATE	5	847.50	\$	3,734.00
Indigent Orivers Alcohol Treatment (Springfield)	5	34.50	\$	147.00
Remitted to Computer Fund (Clerk)	5	238.00	\$	968.00
Remitted to Computer Fund (Court)	5	69.00	\$	268.00
Remitted to Court Security Fund	.5	230.00	S	960.00
Remitted to Facility Fee.	5	115.00	\$	480.00
Remitted to City GF - Fines	.5	3,271.00	S	12,329,00
Remitted to City GF - Court Court/Misc.	5	1,454.00	\$	5,643.00
Remitted to City- Jail Expenses	.5		\$	
Remitted to City- Enforcement & Education	. 5	100	S	
Remitted to City- Drug Analysis	- 5	-	S	-
SB 17 Indigent Driver Interlock & Alcohol	5	-		
TOTAL REMITTED TO CITY	5	5,377.00	\$	20,668.00
Capital Recovery	\$	14	\$	-
Restitution	.5	5.4	S	-
Bonds forfeitured	5	(3.	S	-
TOTAL DISBURSED	5	6,259.00	\$	24,549.00

Prepared & Submitted By: Kristy Thome, Clerk of Court Grimm asks how close to recouping the start-up funds. Harris notes we are \$12,000 in the black.

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

Motion by Eggleston to accept the Mayor's court with a 2nd by Lindsey. YES: 6 Cook, Lindsey, Lowrey, Grimm, Bahun, Eggleston NAY: 0 Accepted 6-0

# **Service Report:**

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

#### Public Works Departments:

- Works Departments:

  Dura-patching: Street crews have completed the first round of pothole repairs.

  Shelter House Street light: Materials on order for installation.

  Street Sweeper proposals, discussed at 3/20 council meeting. Further discussion to come. Dem of Pelican mechanical sweeper and Tymco air sweeper. Discussion @6/20 Council Mtg. Improvement of City-wide landscaping is ongoing.

  Crews to replace some non-compliant detectable warning strips on some Main St. ADA ramps where the ramps do not need full replacement.

  The city has rented a street sweeper, from Best Rentals, for 50 hours of sweeping starting 6/20. Tymco Representative to train Mr. Coleman on the first day.

#### Water Department:

- Private well inspection ongoing. 18 have been completed thus far. The interactions with residents have been very positive.
- Performing some general repairs throughout the plant
  Three hydrants have been replaced. We have a couple in stock for emergency replacements.
- Completed all 7 main or service line asphalt repairs

- 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: Kick-Off meeting was 5/9. Study to be completed in 6 months. Study will be utilized for future development needs.

- 2023 Road Reconstruction/Resurfacing Projects;
   Clark County Resurface Project: Falcon to be resurfaced with new ADA ramps. Estimated to

  - Clark County Resurface Project: Falcon to be resurfaced with new ADA ramps. Estimated to start in about 3-4 weeks.

    Main St. Curb and ADA ramp project awarded to A&B Asphalt. Work to be completed in August. Working with contractor on additional ADA ramp replacements in the Willowick Area.

    Fenwick Dr. Reconstruction Phase II: Sturm Construction apparent low bidder. Construction Cost is 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 the existing basketball court and replace it with a new full-size court. A new ADA accessible swing too be added to the existing Swing-set. Future phases are to add a parking lot and new ADA accessible sidewalk with picnic tables connecting the open shelter and playset. Estimated Cost of \$80,000 with the city's estimated share to be \$20,000. Project is in the design phase.

# NatureWorks Grant:

The City of New Carlisle has been awarded the ODNR NatureWorks grant. Project amended to add a liner to the city's pool. A new agreement was signed by Mr. Bridge, moving on to the next steps in completing this project.

Grimm asks if the street sweeper is new. Discussions on the purchase, cost, and what happens to the items picked up. Kitko notes it will be disposed of with a roll-off dumpster. Grimm would like to see it done more than 4x per year. Bridge adds the roll-off can be negotiated in the new trash contract. Lowrey likes the idea of purchasing the piece of equipment as long as Harris is good with it. Lindsey asks if it will be a 3,5,7 loan. Harris notes she will sit down and look it over. Kitko just got the numbers, and Ms. Harris will review all the terms. Bridge will get back to the council. Discussions on the payments and which year budget it goes into/when it will be received (Spring of 2024). Lindsey asks about Church and Lincoln. Note water and a hole. Kitko notes it will be ripped out, and the corner will be fixed late this year, completed in-house. Bahun asks about the annual cost breakdown of the maintenance. Bahun asks gas or diesel? Kitko notes diesel. Kitko notes for the city; we would use diesel. Bahun noted his experience with the maintenance of the motors and noted a gas option might be beneficial. The motors could be problematic. Bahun asks about the rent by the day/hour. Kitko notes the rate for the city. Lowrey asks about the hydrant on Main and being bagged. Lowrey asks about the light poles and if they are in stock. Kitko notes the city keeps 2 in stock.

# Planning and Zoning Report: none

# B. INFORMATIONAL ITEMS

- Discussion Topics
  - Planning Board
    - Next Meeting: June 27th, 6pm, Fire Station
    - Topics: Zoning Change and Vacating a Portion of Mill Road
    - City Council will also hear and vote on these topics.
  - o Story Walk along the Multi-Use Trail
  - Hometown Heroes Military Banner Program
    - Next print order being placed soon!
    - Policy and Application Attached
  - o Clark County Health Stats Attached
  - Busy Weekend!
    - Community Garage Sale

    - Fireworks Show @ Haddix Field Thank you to all the volunteers and paid workers!

Council agrees to have another story walk installed.

Hometown Heroes Banner -\$55.00; another order is being placed.

Grimm asks who owns Mill Rd towards the very end. Bridge notes he is working to figure that out. The section of Mill Rd. is from Brubaker Rd to the wooded area.

Cook noted calls he received about the RV on Zimmerman. He asks about an ordinance. Bridge will look into it. Cook notes 320-325 Zimmerman.

Lowrey asks about the old Belle Manor parking lot. Note the weeds are pretty bad. Bridge asks about the exterior property maintenance code to streamline it more and suggests that Council look into it. Bridge will attach it so the council can read over it.

Bahun asks how the community clean-up went. Council noted a low turnout. Eggleston suggested putting up some signage. Bahun notes the website states the council meeting for July is 7/3/23 and needs to be changed to 7/5/23. Discussions about the shredding event.

Grimm asks who is responsible for trimming trees. Kitko notes they get trees over a sidewalk or street. Others are the property owner's responsibility.

# 8. **COMMITTEE REPORTS:** None

# 9. **COMMENTS FROM MEMBERS OF THE PUBLIC**: None

10. **RESOLUTIONS**: None

# 11. ORDINANCES:

# Ordinance 2023-34 (Introduced on 05/15/23. Public Hearing & Action on 07/17/23)

CREATING THE HONEY CREEK TAX INCREMENT FINANCING INCENTIVE DISTRICTS; DECLARING IMPROVEMENTS TO THE PARCELS WITHIN EACH INCENTIVE DISTRICT TO BE A PUBLIC PURPOSE AND EXEMPT FROM REAL PROPERTY TAXATION; REQUIRING THE OWNERS OF THOSE PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES; ESTABLISHING A MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF THOSE SERVICE PAYMENTS; REQUIRING THE DISTRIBUTION OF A PORTION OF THOSE SERVICE PAYMENTS TO THE TECUMSEH LOCAL SCHOOL DISTRICT AND THE SPRINGFIELD-CLARK CAREER TECHNOLOGY CENTER; AND SPECIFYING THE PUBLIC INFRASTRUCTURE IMPROVEMENTS THAT BENEFIT OR SERVE PARCELS IN THE INCENTIVE DISTRICT.

# Ordinance 2023-39 (Introduced on 06/05/2023. Public Hearing & Action Tonight)

AN ORDINANCE AMENDING ORDINANCE 2023-12 FOR THE PURPOSE OF CORRECTING A SCRIVENER'S ERROR 1st Eggleston 2nd Lindsey correction of wage to \$87,720-not an increase in pay just fixing an error YES: 6 Lowrey, Grimm, Bahun, Eggleston, Cook, Lindsey NAY: 0 Accepted 6-0

# Ordinance 2023-41 (Introduction Tonight, Public Hearing & Action on 07/05/23)

AN ORDINANCE ADOPTING THE TAX BUDGET FOR THE CITY OF NEW CARLISLE, OHIO

6/20/23

# FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2024, AND SUBMITTING THE SAME TO THE AUDITOR OF CLARK COUNTY, OHIO

Lowrey notes he would like to break the rules of council to add an executive session.

Motion by Lindsey 2nd by Eggleston to break rules of council to add an executive session. YES: 6 Cook, Lindsey, Lowrey, Grimm, Bahun, Eggleston NAY: 0 accepted 6-0

Lindsey motions to move to executive session at 6:51 with a 2nd by Bahun. YES: 6 Eggleston, Cook, Lindsey, Lowrey, Grimm, Bahun NAY: 0 Accepted 6-0

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

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

# **12. OTHER BUSINESS:** Additional City Business:

Community Garage Sale: Saturday, June 24th, and Sunday, June 25th. City-Wide. Fireworks Show! Saturday, June 24th, Haddix Field. Show Starts Shortly After Dark. Trash / Recycling Contract Review & Downtown Turn Lanes: July 5, 2023. 6pm. Shelter House

Open for other city discussion: none

Clerk of Council Emily Berner

13. Executive Session: added by breaking rules of council.

14. Adjournment: 1st Eggleston	2nd Lindsey	@7:16 pm Yes: Lowrey	, Grimm, Bahun, Eggleston,
Cook, Lindsey NAY: 0 Accepted 6	-0		
Marron Wiles Lauren			
Mayor Mike Lowrey			

# **City Manager Report**

July 5, 2023

# A. <u>DEPARTMENTAL REPORTS</u>

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

# **B. INFORMATIONAL ITEMS**

- <u>Discussion Topics</u>
  - o Planning Board Recommendation *Information Attached* 
    - Next Steps is to have a Public Hearing within 40 days
      - $\diamond$  08/07/23 Recommended date at a regularly scheduled council meeting
        - o Need Motion to approve
    - Action to Accept/Deny Board recommendations with 30 days of hearing
      - ♦ 08/24/23 Recommended date at a regularly scheduled council meeting
        - Need Motion to approve
  - Zoning / Code Enforcement Codified Ordinances
    - Chapter 1460 Exterior Property Maintenance Code *Information Attached* 
      - ♦ Please review for future discussions
    - Zoning Codes are in Part 12, Title Six of the City Codified Ordinances.
      - ♦ Due to its length, please refer to this section online
  - o Great Community Events!
    - Community Garage Sale
    - Fireworks Show @ Haddix Field
    - Thank you to all the volunteers and paid workers!
  - Trash / Recycling Services <u>Information Attached</u>
    - Discussion on service levels and options, etc. for bidding purposes.

Attachment Summary:
Planning Board Recommendation
Chapter 1460
Current Trash/Recycling Contract

Subject: Planning Board Report May 16,2023

Date: Tuesday, May 16, 2023 at 8:50:23 PM Eastern Daylight Time

From: Planning Board #3
To: Randy Bridge

Mr. Bridge, Members of City Council.

On May 16,2023, the New Carlisle Planning Board held a public meeting at the Smith Park Shelter House.

The Board reviewed the Preliminary Plat plan for the Reserves at Honey Creek. The Board approved the plat plan as presented with no modifications. This plat plan is sent to council for any changes you would like to make and approval by Council.

The Board then reviewed the Site plan for the Clark County Land Reutilization Corp / Habitat for Humanity Greater Dayton, 600 Madison Ave. the site plan was approved, and sent to council for your approval with any changes you would like to make.

The Board then held a discussion for zoning changes to 336 Ohio St. New Carlisle, Ohio and the four properties at 600 W. Madison Ave New Carlisle, Ohio. The Board voted to change 336 Ohio St. from R-2 to I-1 and the properties at 600 Madison Ave from R-2 to R-7. This recommendation is sent to Council for approval.

The next Meeting of the New Carlisle Planning Board will be held at the New Carlisle Firehouse at 6:00PM on June 27<sup>th</sup>, 2023.

Respectfully

Submitted,

Steve Fields

President,

City Planning

Board.

# **CHAPTER 1460**

# **Exterior Property Maintenance Code**

1460.01	Purpose.
1460.02	Title.
1460.03	Construction of language.
1460.04	Definitions.
1460.05	Application of Exterior Property Maintenance Code.
1460.06	Compliance required.
1460.07	Conflict of laws.
1460.08	Existing remedies.
1460.09	Enforcement officials.
1460.10	Inspections.
1460.11	Notice of violation.
1460.12	Board of Zoning Appeals.
1460.13	Right of entry.
1460.14	Prosecution.
1460.15	Abatement of nuisance by the City; cost recovery.
1460.16	Rulemaking authority.
1460.17	Transfer of ownership.
1460.18	Abandonment of construction project.
1460.19	Unsafe structures.
1460.20	Emergency measures.
1460.21	Demolition.
1460.22	Application of maintenance standards.
1460.23	Structural soundness and maintenance of dwellings.
1460.24	Paint and coating materials; residential.
1460.25	Exterior property and structure exteriors; residential.
1460.26	Vegetation; residential.
1460.27	Stairways; residential.
1460.28	Accessory structures; residential.
1460.29	Commercial standards; general provisions.
1460.30	Structural soundness and maintenance of commercial structures.
1460.31	Paint and coating materials; commercial.
1460.32	Exterior property and structure exteriors; commercial.
1460.33	Vegetation; commercial.
1460.34	Stairways; commercial.
1460.35	Accessory structures; commercial.
1460.36	Industrial standards; general provisions.
1460.37	Structural soundness and maintenance of industrial structures.
1460 38	Paint and coating materials: industrial

1460.39 Exterior property and structure exteriors; industrial.

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1460.40 Vegetation; industrial.
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- 1460.41 Stairways; industrial.
- 1460.42 Accessory structures; industrial.
- 1460.97 Severability.
- 1460.98 Saving Clause.
- 1460.99 Violation and penalties.

#### 1460.01 PURPOSE.

The purpose of this Exterior Property Maintenance Code is to protect the public health, safety, morals and general welfare as it pertains to exterior premises, and buildings used for residential, commercial and industrial purposes. This protection is hereinafter provided by:

- (a) Establishing minimum standards for maintaining residential, commercial and industrial environmental quality to preserve and achieve the presentable appearance of existing structures and premises; avoiding blighting effects of the substandard maintenance of structures and premises and its negative impact on the value of surrounding properties; and eliminating hazardous conditions;
  - (b) Fixing the responsibilities of owners, operators and occupants of structures and their premises; and
  - (c) Providing for administration, enforcement and penalties.

(Ord. 04-24. Passed 5-17-04; Ord. 07-30. Passed 7-16-07.)

#### 1460.02 TITLE.

This Code shall be known as "The City of New Carlisle Exterior Property Maintenance Code" and is herein referred to as above or as the "Exterior Property Maintenance Code" or "This Code."

(Ord. 04-24. Passed 5-17-04; Ord. 07-30. Passed 7-16-07.)

#### 1460.03 CONSTRUCTION OF LANGUAGE.

For the purpose of this Exterior Property Maintenance Code, certain terms or words shall be interpreted as follows:

- (a) Words used in the singular shall include the plural, and the plural the singular;
- (b) Words used in the present tense shall include the future tense;
- (c) Words in the masculine gender shall include the feminine and neuter;
- (d) The word "shall" is mandatory and not discretionary;
- (e) The word "may" is permissive;
- (f) The phrase "used for" shall include the phrases "arranged for," "designed for," "intended for," "maintained for," and "occupied for;"
- (g) The word "person" includes a firm, association, organization, partnership, trust, company, or corporation as well as an individual; and
  - (h) The word "dwelling" includes the word "residence."

(Ord. 04-24. Passed 5-17-04; Ord. 07-30. Passed 7-16-07.)

# **1460.04 DEFINITIONS.**

All words used in this Exterior Property Maintenance Code shall have their customary meanings, except those specifically defined in this section:

- (a) "Approved." Approved by the Code Official.
- (b) "Basement." That portion of a building which is partly or completely below grade.
- (c) "Building Code." The most current edition of the State of Ohio Building Code, or such other code as may be officially designated by the Clark County Commissioners for the regulation of construction, alteration, addition, repair, removal, demolition, use, location, occupancy and maintenance of all buildings and structures.
- (d) "Code Official." The official who is charged with the administration and enforcement of this Code, or any duly authorized representative.
  - (e) "Condemn." To adjudge unfit for occupancy.

- (f) "Easement." That portion of land or property reserved for present or future use by a person or agency other than the legal fee owner(s) of the property. The easement shall be permitted to be for use under, on, or above a said lot or lots.
- (g) "Exterior property areas." The open space on the premises and on adjoining property under the control of owners or operators of such premises.
- (h) "Extermination." The control and elimination of insects, rats or other pests by eliminating their harborage places; by removing or making inaccessible materials that serve as their food; by poison spraying, fumigating, trapping or by any other approved pest elimination methods.
  - (i) "Garbage." The animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food.
- (j) "Guard." A building component or a system of building components located at or near the open sides of elevated walking surfaces that minimizes the possibility of a fall from the walking surface to a lower level.
  - (k) "Imminent danger." A condition which could cause serious or life-threatening injury or death at any time.
  - (I) "Infestation." The presence, within or contiguous to a structure or premises, of insects, rats, vermin or other pests.
- (m) "Junk or inoperable vehicle." A vehicle, including but not limited to cars, trucks, buses, trailers and boats shall be deemed a "junk or inoperable vehicle" whenever any of the following occur:
  - (1) The vehicle is without a valid current registration and/or license plate;
  - (2) The vehicle is apparently inoperable;
  - (3) The vehicle is without fully inflated tires and/or has any type of support under it;
- (4) The vehicle has a substantially damaged or missing window, windshield, door, motor, transmission or other similar major part;
  - (5) Is incapable of being moved under its own power.
  - (n) "Occupant." Any individual living or sleeping in a building, or having possession of a space within a building.
- (o) "Operator." Any person who has charge, care or control of a structure or premises which is let or offered for occupancy.
- (p) "Owner." Any person, agent, operator, firm, or corporation having a legal or equitable interest in the property; or recorded in the official records of the State, County, or Municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.
  - (g) "Person." An individual, corporation, partnership or any other group acting as a unit.
  - (r) "Premises." A lot, plot or parcel of land, easement or public way, including the buildings or structures thereon.
  - (s) "Public nuisance." includes the following:
- (1) Any fence, wall, shed, deck, house, garage, building, structure or any part of any of the aforesaid; or any tree, pole, smokestack; or any excavation, hole, pit, basement, cellar, sidewalk subspace, dock, wharf or landing dock; or any lot, land, yard, premises or location which in its entirety, or in any part thereof, by reason of the condition in which the same is found or permitted to be or remain, shall or may endanger the health, safety, life, limb or property, or cause any hurt, harm, inconvenience, discomfort, damage or injury to any one or more individuals in the city, in any one or more of the following particulars:
  - A. By reason of being a menace, threat and/or hazard to the general health of the community.
  - B. By reason of being a fire hazard.
  - C. By reason of being unsafe for occupancy, or use on, in, upon, about or around the aforesaid premises.
- D. By reason of lack of sufficient or adequate maintenance of the structure, location or premises is situated or such condition exists.
- E. By reason of improperly or without written authorization from a governmental entity, releasing, dumping or storing in the environment (i.e., air, soil, land or water) any hazardous, infectious, or other type of waste or chemical product.
  - (2) The physical condition, or use of any premises regarded as a public nuisance at common law; or
- (3) Any physical condition, use, or occupancy of any premises or its appurtenances considered an attractive nuisance to children, including but not limited to junk, inoperable or unlicensed vehicles, abandoned wells, shafts, basements, excavations, abandoned refrigerators, and unsafe fences or structures, or;
  - (4) Any premises which have improperly working drainage facilities; or
- (5) Any premises which is unsanitary, or which is littered with rubbish or garbage, or any structure or building that is in a state of dilapidation, deterioration or decay.

- (t) "Public way." Any street, alley or similar parcel of land essentially unobstructed from the ground to the sky, which is deeded, dedicated or otherwise permanently appropriated to the public for public use.
- (u) "Rubbish." Combustible and noncombustible waste materials, including car parts, motors, furniture not specifically manufactured for outdoor use, and abandoned appliances. The term shall also include rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery, dust, and other similar materials, as well as the residue from the burning of wood, coal, and other combustible materials.
- (v) "Strict liability offense." An offense in which prosecution in a legal proceeding is not required to prove criminal intent as a part of its case. It is enough to prove that the defendant either did an act which was prohibited, or failed to do an act which the defendant was legally required to do.
- (w) "Structure." Anything constructed or erected which requires location on the ground or attachment to something having location on the ground.
- (x) "Tenant." A person, corporation, partnership or group, whether or not the legal owner of record, occupying a building or portion thereof as a unit.
- (y) "Workmanlike." Executed in a skilled manner; e.g., generally plumb level, square, in line, undamaged and without marring adjacent work.
  - (z) "Yard." An open space of the lot with a structure.

#### 1460.05 APPLICATION OF EXTERIOR PROPERTY MAINTENANCE CODE.

The provisions of the Exterior Property Maintenance Code shall apply to all premises and structures within the City limits used for human habitation, commercial purposes, industrial purposes, garages or accessory structures which are now or may become in the future substandard with respect to structure, maintenance, proper drainage and sanitary conditions, or other similar conditions which otherwise constitute a public nuisance. The existence of such conditions, factors or characteristics adversely affects public health, safety, morals and general welfare and leads to the continuation, extension and aggravation of blight and its attendant negative effect on surrounding property values. Therefore, adequate protection of the public requires the establishment and enforcement of these property maintenance standards.

(Ord. 04-24. Passed 5-17-04; Ord. 07-30. Passed 7-16-07.)

# 1460.06 COMPLIANCE REQUIRED.

Every portion of a building or premises used or intended to be used for residential, commercial, or industrial purposes, shall comply with the provisions of this Exterior Property Maintenance Code, irrespective of when such building has been constructed, altered or repaired, or premises occupied, except as hereinafter provided.

(Ord. 04-24. Passed 5-17-04; Ord. 07-30. Passed 7-16-07.)

# 1460.07 CONFLICT OF LAWS.

In any case where a provision of this Exterior Property Maintenance Code is found to be in conflict with a provision of any zoning, building, fire, safety, or health regulation or other regulation, the provision which establishes the higher standard for the promotion and protection of the safety and health of the people shall prevail.

(Ord. 04-24. Passed 5-17-04; Ord. 07-30. Passed 7-16-07.)

# 1460.08 EXISTING REMEDIES.

Nothing in this Exterior Property Maintenance Code shall be deemed to abolish, impair, or prevent the execution of any existing remedies of the City or its officers or agents related to the abatement of a public nuisance.

(Ord. 04-24. Passed 5-17-04; Ord. 07-30. Passed 7-16-07.)

# 1460.09 ENFORCEMENT OFFICIALS.

(a) <u>Enforcement Officers</u>. The City Manager shall assign the duties of administering and enforcing this Code to the Director of Public Service or his or her designee or to the Planning Director or his or her designee or to the Enforcement Officer or to his or her designee. They may call upon any department, division or contractor of the City for whatever assistance may be necessary to abate a violation of this Code.

# (b) Liability.

- (1) The Code Official, officer or employee charged with the enforcement of this Code, while acting for the jurisdiction, shall not thereby be rendered liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act required or permitted in the discharge of official duties.
  - (2) Any suit instituted against any officer or employee because of an act performed by that officer or employee in the

lawful discharge of duties and under the provisions of this Code shall be defended by the legal representative of the jurisdiction until the final termination of the proceedings. The Code Official or any subordinate shall not be liable for costs in an action, suit or proceeding that is instituted in pursuance of the provisions of this Code; and any, acting in good faith and without malice, shall be free from liability for acts performed under any of its provisions or by reason of any act or omission in the performance of official duties in connection therewith.

(Ord. 04-24. Passed 5-17-04; Ord. 07-30. Passed 7-16-07.)

#### 1460.10 INSPECTIONS.

The Director of Public Service or his or her designee or the Planning Director or his or her designee or the Enforcement Officer or his or her designee is authorized to enter the structure or premises at reasonable times to inspect, subject to constitutional restrictions on unreasonable searches and seizures. If entry is refused or not obtained, the Code Official is authorized to pursue recourse as provided by law. For the purpose of making such inspections, the Director of Public Service or his or her designee or the Planning Director or his or her designee or the Enforcement Officer or his or her designee shall carry proper identification when inspecting structures or premises in the performance of duties under this Code, and upon showing appropriate identification, the Director of Public Service or his or her designee or the Planning Director or his or her designee or the Enforcement Officer or his or her designee is hereby authorized to examine and survey at any reasonable hour all residential, commercial, industrial and other premises.

(Ord. 04-24. Passed 5-17-04; Ord. 07-30. Passed 7-16-07.)

# 1460.11 NOTICE OF VIOLATION.

- (a) <u>Content</u>. Whenever the Director of Public Service or his or her designee or the Planning Director or his or her designee or the Enforcement Officer or his or her designee determines that there is a violation of the provisions of this Code, he or she may give notice of such violation to the person or persons responsible therefor and order compliance as hereinafter provided. Such notice and order shall:
  - (1) Be in writing;
  - (2) Include a description of the real estate sufficient for identification;
  - (3) Include a statement of the reason or reasons why it is being issued;
- (4) Include a correction order allowing a reasonable time for the repairs and improvements required to bring the property into compliance with the provisions of this Code; and
- (5) State the right of the violator to file an appeal of the notice with the Board of Zoning Appeals within ten days of receipt of the notice.
  - (b) Service. A notice of violation shall be deemed to be properly served if one or more of the following methods are used:
- (1) By personal delivery to the owner or occupant of the premises or by leaving the notice at the premises with a person of suitable age and discretion; or
- (2) By certified mail deposited in the United States Post Office addressed to the person or persons responsible at his or their last known address, with return receipt requested. If a certified mail envelope is returned with endorsement showing that the envelope is unclaimed, then service shall be sent by ordinary mail and the mailing shall be evidenced by a certificate of mailing, which shall be filed by the Director of Public Service or his or her designee or the Planning Director or his or her designee or the Enforcement Officer or his or her designee. Service shall be deemed complete when the fact of mailing is entered of record, provided that the ordinary mail envelope is not returned by the postal authorities with an endorsement showing failure of delivery; or
- (3) By posting a copy of the notice form in a conspicuous place on the premises found in violation or publishing a legal notice in a newspaper of general circulation in the City. The legal notice shall identify the owners of the property, the last address, if known, of the owners, the parcel identification, the location and nature of the violation.
- (c) The notice of violation, once issued, is against the property and runs with the property notwithstanding any changes in the titled ownership or occupancy of the property.
  - (d) Penalties. Penalties for noncompliance with orders and notices shall be as set forth in Section1460.99.

(Ord. 04-24. Passed 5-17-04; Ord. 07-30. Passed 7-16-07; Ord. 13-53. Passed 11-18-13.)

# 1460.12 BOARD OF ZONING APPEALS.

The Exterior Property Maintenance Appeals Board is hereby dissolved. All appeals shall be heard by the Board of Zoning Appeals.

(Ord. 04-24. Passed 5-17-04; Ord. 07-30. Passed 7-16-07; Ord. 13-53. Passed 11-18-13.)

# **1460.13 RIGHT OF ENTRY.**

Whenever necessary for the purpose of enforcing the provisions of this Exterior Property Maintenance Code, or whenever the Director of Public Service or his or her designee or the Planning Director or his or her designee or the Enforcement Officer or his or her designee has reasonable cause to believe that there exists in any building or structure or upon any premises, any condition which makes such building, structure or premises unsafe, the Director of Public Service or his or her designee or the Planning Director or his or her designee may enter such building, structure or premises during reasonable times to inspect the same or to perform any duty imposed upon the Director of Public Service or his or her designee or the Planning Director or his or her designee or the Enforcement Officer or his or her designee by this Exterior Property Maintenance Code; provided that if such building, structure or premises is occupied, shall first present proper credentials and request entry. If such entry is refused, the Director of Public Service or his or her designee or the Planning Director or his or her designee shall have recourse to every remedy provided by law to secure entry.

(Ord. 09-37. Passed 8-3-09.)

# 1460.14 PROSECUTION.

In case any violation order is not promptly complied with, the Director of Public Service or his or her designee or the Planning Director or his or her designee or the Enforcement Officer or his or her designee may request the City Prosecutor to institute an appropriate action or proceeding at law to exact the penalty provided in Section 1460.99, and in addition thereto, may ask the City Prosecutor to proceed at law or in equity against the person responsible for the violation for the purpose of ordering him or her to abate such nuisance.

(Ord. 04-24. Passed 5-17-04; Ord. 07-30. Passed 7-16-07.)

# 1460.15 ABATEMENT OF NUISANCE BY THE CITY; COST RECOVERY.

Upon notice presented to the Director of Public Service or his or her designee or to the Planning Director or his or her designee or to the Enforcement Officer or his or her designee, that there is a public nuisance property in the City, the Director or Officer or his or her designee, in the name of Council, shall cause written notice to be served upon the owner or any other person having charge of such land, including lienholders, directing that such public nuisance be abated within ten days after service of such notice. No owner or other person or entity having charge of land shall fail to comply with such notice within those ten days. Should the public nuisance not be abated at the expiration of the time stated in the notice or order of the Director of Public Service or his or her designee or Planning Director or his or her designee or Enforcement Officer or his or her designee plus any extensions granted or such additional time as the Board of Zoning Appeals may grant, the Director of Public Service or his or her designee or Planning Director or his or her designee or Enforcement Officer or his or her designee shall be authorized at any time thereafter to take such action as deemed appropriate to abate the public nuisance, in addition to any remedies provided elsewhere in this Exterior Property Maintenance Code. The Director or his or her designated representative, is authorized to salvage any items, materials or property seized or derived from abatement of a nuisance and sell such at private or public sale at the best price obtainable and apply the proceeds to any costs incurred from abating the nuisance at the subject property. In abating such public nuisance, the Director of Public Service or his or her designee or Planning Director or his or her designee or Enforcement Officer or his or her designee may call on any department, division, or contractor of the City for whatever assistance may be necessary to abate the aforesaid public nuisance or may, by private contract, abate such public nuisance and the cost of the contract will be paid for from City funds. All costs for abating such public nuisance shall be recovered from the owner of the property in the manner specified in subsection (b) below.

- (a) Cost of noncompliance. The charge for the necessary labor to abate said public nuisance shall be as follows:
- (1) Seventy-five dollars (\$75.00) per hour per City employee or the total cost the City is charged if a private contractor abates said public nuisance.
- (2) Two hundred fifty dollars (\$250.00) administrative fee plus an additional fifty dollars (\$50.00) if a contractor is used for the abatement.
- (3) Two hundred dollars (\$200.00) disposal fee or ten dollars (\$10.00) per day storage fee, up to a maximum of 30 days and three hundred dollars (\$300.00). Items not reclaimed after 30 days will be disposed of by the City and the ten dollar (\$10.00) per day disposal fee shall apply.

# (b) Collection of costs.

- (1) The owner(s) shall be billed directly by certified mail deposited with the United States Post Office. In the event the certified mail envelope is returned with endorsement showing that the envelope is unclaimed, then service shall be sent by ordinary mail and the mailing shall be evidence by a certificate of mailing which shall be filed by the Director of Public Service or his or her designee or Planning Director or his or her designee.
- (2) The amount of the assessment shall be delivered to the City within ten days after notice of the assessment was so served. If the City has not received payment of the assessment within those ten days, the City shall make a written return or certification to the County Auditor of the amount of the unpaid assessment, plus an additional administrative charge of ten percent (10%), including with that certification a proper description of the premises. The assessed amount shall be entered upon the tax duplicate and shall be a lien upon such land from and after the date of the entry and shall be collected as other taxes and returned to the City with the General Fund.

(3) Nothing in this subsection (b) shall be construed to limit the right of the City of pursue collection of aforesaid costs by legal action in a court of competent jurisdiction.

#### (c) Repeat Violators.

- (1) For the second violation of the same general character occurring not sooner than fourteen days and not later than 12 months after the previous violation, the written notice contained in the first paragraph hereof may be omitted and a violation notice, specifying that the violation shall be corrected within 72 hours of receipt of said violation notice, shall be personally served upon the owner or other person or entity as specified in the first paragraph hereof, or posted on the premises if the owner or other person or entity as specified in the first paragraph hereof cannot be located. If the violation is not corrected by the specified compliance date by the owner or other person or entity under the first paragraph hereof, the Director of Public Service or his or her designee or Planning Director or his or her designee or Enforcement Officer or his or her designee shall cause such public nuisance to be removed at the expense of the owner of that land, and may employ the necessary labor at the rate specified under subsection (a) hereof, along with an administrative fee specified under subsection (b)(1) and (2) hereof.
- (2) For the third or continued violation, no written or oral notice will be necessary before the Director of Public Service or his or her designee or Planning Director or his or her designee or Enforcement Officer or is or her designee shall cause such public nuisance to be removed at the expense of the owner of that land, as described in Section 1460.15 of the City Exterior Maintenance Code.
- (3) For purposes of Section 1460.12(c), any offenses in violation of Section 1460.19, Unsafe Structures, Section 1460.23, Structural Soundness and Maintenance of Dwellings, and Section 1460.24, Paint and Coating Materials; Residential, shall be deemed to be violations of the same general character; and any offenses in violation of Sections 1460.25, Exterior Property and Structure Exteriors; Residential, Section 1460.26, Vegetation; Residential, Section 1460.27, Stairways; Residential, and Section 1460.28, Accessory Structures; Residential, shall be deemed to be violations of the same general character.

(Ord. 04-24. Passed 5-17-04; Ord. 07-30. Passed 7-16-07; Ord. 08-25. Passed 6-2-08; Ord. 09-07. Passed 2-2-09; Ord. 11-22. Passed 4-4-11; Ord. 13-53. Passed 11-18-13; Ord. 14-27. Passed 5-19-14.)

# 1460.16 RULEMAKING AUTHORITY

The Director of Public Service or his or her designee or the Planning Director or his or her designee or the Enforcement Officer or his or her designee shall have authority (as necessary) in the interest of public health, safety, and general welfare, to adopt and promulgate rules and procedures; to interpret and implement the provisions of this Code; to secure the intent thereof; and to designate requirements applicable because of local climatic or other conditions. Such rules shall not have the effect of waiving working stresses or fire protection requirements specifically provided in this Code or violating approved methods involving public safety.

(Ord. 04-24. Passed 5-17-04; Ord. 07-30. Passed 7-16-07.)

#### 1460.17 TRANSFER OF OWNERSHIP.

It shall be unlawful for the owner of any lot, building or structure who has received a notice of violation to sell, transfer, mortgage, lease or otherwise dispose of to another until the provisions of the notice of violation have been complied with, or until such owner shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any notice of violation issued by the Director of Public Service or his or her designee or the Planning Director or his or her designee or the Enforcement Officer or his or her designee, and shall furnish to the Code Official a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such notice of violation and fully accepting the responsibility without condition for making the corrections or repairs required by such notice of violation.

(Ord. 04-24. Passed 5-17-04; Ord. 07-30. Passed 7-16-07.)

# 1460.18 ABANDONMENT OF CONSTRUCTION PROJECT.

Any building or structure for which a building permit has been issued, and except for circumstances beyond the property owner's control (e.g., labor strikes, inclement weather, etc.), all construction work shall be diligently pursued to completion. Any construction project upon which no substantial work has been undertaken for a period of six months, shall be deemed abandoned. Upon any construction project being deemed abandoned, all buildings or structures not completed to the degree such buildings or structures have been indicated on the plans submitted in support of a building permit, and all building materials and construction equipment shall be removed from the site.

(Ord. 04-24. Passed 5-17-04; Ord. 07-30. Passed 7-16-07.)

# 1460.19 UNSAFE STRUCTURES.

When a structure is found by the Director of Public Service or his or her designee or the Planning Director or his or her designee or the Enforcement Officer or his or her designee to be unsafe, or when a structure is found unfit for human occupancy, or is found unlawful, such structures shall be condemned pursuant to the provisions of this Code.

(a) <u>Unsafe Structures</u>. An "unsafe structure" is one that is found to be dangerous to the life, health, property or safety of

the public or the occupants of the structure by not providing minimum safeguards to protect occupants, or because such structure is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

- (b) <u>Structure Unfit for Human Occupancy</u>. A structure is unfit for human occupancy whenever the Director of Public Service or his or her designee or the Planning Director or his or her designee or the Enforcement Officer or his or her designee finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is unsanitary, vermin or rat infested, contains filth and contamination, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.
- (c) <u>Unlawful Structure</u>. An "unlawful structure" is one found in whole or in part to be occupied or was erected, altered or occupied contrary to law.

# (d) Closing of Vacant Structures.

- (1) Closing. If the structure is vacant and unfit for human habitation and occupancy, and is not in danger of structural collapse, the Director of Public Service or his or her designee or the Planning Director or his or her designee or the Enforcement Officer or his or her designee is authorized to post a placard of condemnation on the premises and order the structure closed up so as not to be an attractive nuisance. Upon failure of the owner to close up the premises within the time specified in the order, the Director of Public Service or his or her designee or the Planning Director or his or her designee or the Enforcement Officer or his or her designee shall cause the premises to be closed and secured through any available public agency or by contract or arrangement by private persons. The cost thereof shall be billed to the property owner, and if not paid within 30 days of the date of the invoice mailing, shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate and may be collected by any other legal resource.
- (2) Notice. Whenever the Director of Public Service or his or her designee or the Planning Director or his or her designee or the Enforcement Officer or his or her designee has condemned a structure under the provisions of this section, notice shall be posted in a conspicuous place in or about the structure affected by such notice and served on the owner or the person or persons responsible for the structure in accordance with Section 1460.11(b).
- (3) <u>Placarding</u>. Upon failure of the owner or person responsible to comply with the notice provisions within the time given, the Director of Public Service or his or her designee or the Planning Director or his or her designee or the Enforcement Officer or his or her designee shall post on the premises a placard bearing the word "Condemned" and a statement of the penalties provided for occupying the premises or removing the placard. The Director of Public Service or his or her designee or the Planning Director or his or her designee or the Enforcement Officer or his or her designee shall remove the condemnation placard whenever the defect or defects upon which the condemnation and placarding action were based have been eliminated. Any person who defaces or removes a condemnation placard without the approval of the Code Official shall be subject to the penalties provided by this Code.
- (4) <u>Prohibited occupancy</u>. Any occupied structure condemned and placarded by the Director of Public Service or his or her designee or the Planning Director or his or her designee or the Enforcement Officer or his or her designee shall be vacated as ordered by them. Any person who shall occupy a placarded premises, and any owner or person responsible for the premises who shall let anyone occupy a placarded premises shall be liable for the penalties provided by this Code.

# (e) Dangerous and Unsanitary Conditions.

- (1) Whenever it is brought to the attention of the City Manager or his or her designee or the Health Commissioner or his or her designee that any dangerous or unsanitary condition exists, or that any construction or work regulated by this Exterior Property Maintenance Code is dangerous, unsafe, unsanitary or a menace to life, health or property, or is in violation of this Exterior Property Maintenance Code, the City Manager or his or her designee or the Health Commissioner or his or her designee may request an investigation by the Director of Public Service or his or her designee or the Planning Director or his or her designee or the Enforcement Officer or his or her designee, and, upon determining such information to be true, shall order any person, firm or corporation using or maintaining any such condition, or responsible for the use or maintenance thereof to discontinue the use of or maintenance thereof or to repair, alter, change, remove or demolish the same as he or she may consider necessary for the proper protection of life, health or property. In a case where there is danger of pollution of the water supply, the City Manager or his or her designee or the Health Commissioner or his or her designee may order the water service shut off until such plumbing is made safe to life and health. In cases where any business establishment is closed by the City Manager or his or her designee or the Health Commissioner or his or her designee because of conditions detrimental to public health, such business shall remain closed until permission to reopen such place of business has been granted by the City Manager or his or her designee or the Health Commissioner or his or her designee.
- (2) In cases where any building is condemned by the City Manager or his or her designee or the Health Commissioner or his or her designee and ordered vacated because of being dangerous to life and health, such building shall remain vacant until permission to reopen such building has been granted by the City Manager or his or her designee or the Health Commissioner or his or her designee.
- (3) Every order pursuant to this section shall be in writing, addressed to the owner, agent or person responsible for the premises in which such conditions exist, and shall specify the date or time when such order shall be complied with, which time shall allow a reasonable period in which the order can be complied with by the person, firm or corporation receiving such order, but shall never exceed the maximum period for which such construction can be safely used or maintained in the judgment of the City Manager or his or her designee or the Health Commissioner or his or her designee. Refusal, failure or

neglect to comply with such notice or order shall be considered a violation of this Exterior Property Maintenance Code.

(4) It shall be the duty of the Director of Public Service or his or her designee or the Planning Director or his or her designee or the Enforcement Officer or his or her designee to enforce the provisions of this Exterior Property Maintenance Code but nothing herein contained shall be construed to exempt any other officer or department from the obligation imposed upon them of enforcing the provisions hereof.

(Ord. 04-24. Passed 5-17-04; Ord. 07-30. Passed 7-16-07; Ord. 09-37. Passed 8-3-09.)

#### 1460.20 EMERGENCY MEASURES

(a) Imminent Danger. When, in the opinion of the Director of Public Service or his or her designee or the Planning Director or his or her designee or the Enforcement Officer or his or her designee, there is imminent danger of failure or collapse of a building or structure which endangers life, or when any structure or part of a structure has fallen and life in endangered by the occupation of the structure, or when there is actual or potential danger to the building occupants or those in the proximity of any structure because of explosives, explosive fumes or vapors, or the presence of toxic fumes, gases or materials, or operation of defective or dangerous equipment, the Director of Public Service or his or her designee or the Planning Director or his or her designee or the Enforcement Officer or his or her designee is hereby authorized and empowered to order and require the occupants to vacate the premises forthwith. They shall cause to be posted as each entrance to such structure a notice reading as follows:

"This structure is unsafe and its occupancy has been prohibited by the Enforcement Officer."

It shall be unlawful for any person to enter such structure except for the purpose of securing the structure, making the required repairs, removing the hazardous condition or of demolishing the same.

- (b) <u>Temporary Safeguards</u>. Notwithstanding other provisions of this Code, whenever, in the opinion of the Director of Public Service or his or her designee or the Planning Director or his or her designee or the Enforcement Officer or his or her designee, there is imminent danger due to an unsafe condition, they shall order the necessary work to be done, including the boarding up of openings, to render such structure temporarily safe whether or not the legal procedure herein described has been instituted; and shall cause such other action to be taken as the Code Official deems necessary to meet such emergency.
- (c) <u>Closing Streets</u>. When necessary for public safety, the Director of Public Service or his or her designee or the Planning Director or his or her designee or the Enforcement Officer or his or her designee shall temporarily close structures and close, or order the authority having jurisdiction to close, sidewalks, streets, public ways and places adjacent to unsafe structures, and prohibit the same from being utilized.
- (d) <u>Emergency Repairs</u>. For the purposes of this section, the Director of Public Service or his or her designee or the Planning Director or his or her designee or the Enforcement Officer or his or her designee shall employ the necessary labor and materials to perform the required work as expeditiously as possible.
- (e) <u>Costs of Emergency Repairs</u>. Costs incurred in the performance of emergency work shall be paid by the jurisdiction. The legal counsel of the jurisdiction shall institute appropriate action against the owner of the premises where the unsafe structure is or was located for the recovery of such costs.
- (f) <u>Hearing</u>. Any person ordered to take emergency measures shall comply with such order forthwith. Any affected person shall thereafter, upon petition directed to the Appeals Board, be afforded a hearing as described in this Code.

(Ord. 04-24. Passed 5-17-04; Ord. 07-30. Passed 7-16-07.)

# **1460.21 DEMOLITION.**

The Director of Public Service or his or her designee or the Planning Director or his or her designee or the Enforcement Officer or his or her designee shall order the owner of any premises upon which is located any structure, which in their judgment is so old, dilapidated or has become so out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to demolish and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary or to demolish and remove at the owner's option; or where there has been a cessation of normal construction of any structure for a period of more than two years, to demolish and remove such structure.

- (a) Notices and Orders. All notices and orders shall comply with Section 1460.11.
- (b) <u>Failure to Comply</u>. If the owner of a premises fails to comply with a demolition order within the time prescribed, the Code Official shall cause the structure to be demolished and removed, either through an available public agency or by contract or arrangement with private persons. The cost of such demolition and removal shall be billed to the property owner, and if not paid within 30 days of mailing the invoice, shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.
- (c) <u>Salvage Materials</u>. When any structure has been ordered demolished and removed, the governing body or other designated officer under said contract or arrangement aforesaid shall have the right to sell the salvage and valuable materials at the highest price obtainable. The net proceeds of such sale, after deducting the expenses of such demolition and removal, shall be promptly remitted with a report of such sale or transaction, including the items of expense and the

amounts deducted, for the person who is entitled thereto, subject to any order of a court. If such a surplus does not remain to be turned over, the report shall so state.

(Ord. 04-24. Passed 5-17-04; Ord. 07-30. Passed 7-16-07.)

#### 1460.22 APPLICATION OF MAINTENANCE STANDARDS.

The following standards are applicable to all residential structures, dwelling units, residential portions of mixed use structures and all dwelling units located in commercial buildings.

(Ord. 04-24. Passed 5-17-04; Ord. 07-30. Passed 7-16-07.)

#### 1460.23 STRUCTURAL SOUNDNESS AND MAINTENANCE OF DWELLINGS.

Every foundation, exterior wall, and roof of every dwelling shall be so constructed and maintained and be kept in good repair and in safe condition so as to make all occupied rooms and other interior areas weather-tight, water-tight, rodent-proof and so as to be fit for human habitation, and so as to not adversely affect the neighborhood in which they are located. Good repair, maintenance and safe condition shall include but is not limited to the following:

- (a) <u>Foundations</u>. Foundations shall support the building at all points and shall be free of all holes and cracks which admit rodents, water or dampness to the interior of the building or lessen the capability of the foundation to support the building.
- (b) <u>Exterior Walls and Surfaces</u>. Exterior walls and other exterior surface materials shall be free of holes, cracks, loose or rotting boards and timbers or any other condition which might admit rodents, rain or dampness to the interior of the dwelling.
- (c) <u>Windows</u>. Windows shall be fully supplied with window glass or an approved substitute which is glazed and is without open cracks or holes, shall have sashes in good condition which fit within frames, be capable of being easily opened and held in position by hardware, and maintained so as to exclude adverse weather elements from entering the structure.
- (d) <u>Exterior Doors</u>. Doors shall be maintained so as to be structurally sound, fit within frames so as to be weatherproof, windproof, and waterproof and be provided with door hinges and door latches which are in good working condition.
- (e) <u>Roof</u>. Roof members, covering and flashing shall be structurally sound and tight so as to prevent the entrance of moisture and be maintained by renewal, repair, waterproofing or other suitable means. Roof drainage shall be adequate to prevent rain water from causing dampness in the interior portion of the building.
- (f) <u>Gutters</u>. Rain gutters, downspouts, leaders or other means of water diversion shall be provided to collect/conduct and discharge all water from the roof and maintained so as not to leak or cause dampness in the walls, ceiling, or basements or adversely affect adjacent properties.
  - (g) Chimneys. Chimneys shall be free of cracks, holes or missing portions and maintained in sound condition.
- (h) <u>Porch</u>. Every porch shall be so constructed and maintained so as to be free of missing, defective, rotting or deteriorated foundations, supports, floors, other members and steps thereto, so as to be safe to use and kept in sound condition and in good repair.
- (i) <u>Structural Member</u>. Any structural member of a structure which has become deteriorated or damaged to the extent that it does not serve the purpose as originally intended shall be renewed, restored, repaired or replaced as is necessary to serve the purpose as originally intended.
- (j) <u>Exterior Surfaces</u>. Except for materials that have been designed or manufactured to remain untreated, all exterior wood, composition or metal surfaces shall be protected from the elements by paint or other protective covering. Surfaces shall be maintained so as to be kept clean and free of flaking, loose or peeling paint or covering and repainted upon the existence of such conditions.
- (k) <u>Basement</u>. Basement or cellar hatchways shall be so constructed and maintained as to prevent the entrance of rodents, rain and surface drainage into the dwelling.
- (I) <u>Decorative Features</u>. All cornices, entablatures, bell courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.

(Ord. 04-24. Passed 5-17-04; Ord. 07-30. Passed 7-16-07.)

# 1460.24 PAINT AND COATING MATERIALS; RESIDENTIAL.

All paint and other coating materials shall be free of any lead. These materials shall also be free of dangerous substances banned from general use by authorized Federal, State, County, or local regulatory agencies for health and safety reasons.

(Ord. 04-24. Passed 5-17-04; Ord. 07-30. Passed 7-16-07.)

# 1460.25 EXTERIOR PROPERTY AND STRUCTURE EXTERIORS; RESIDENTIAL.

All buildings and the exterior of all premises shall be properly maintained to achieve a presentable appearance and to avoid blighting effects and hazardous conditions.

- (a) Exterior Space. The exterior open space around each dwelling shall be maintained or so improved so as to provide for:
  - (1) The immediate diversion of water away from buildings and proper drainage of the lot;
- (2) Grass, plantings or other suitable ground cover to prevent soil erosion which is or may become detrimental to the structures, lot use or adjacent lots and structures;
- (3) Yard walks, parking areas and driveways of a concrete, asphalt, pavers or similar surface which are of sound construction and properly maintained free of deterioration, potholes and broken areas; and
  - (4) Exterior steps which are of sound construction and properly maintained free of hazardous conditions.
- (b) <u>Maintenance</u>. The exterior of all premises and every structure thereon, including but not limited to walls, roofs, cornices, chimneys, drains, towers, porches, landings, fire escapes, stairs, signs, windows, doors, awnings and all surfaces thereof, shall be maintained so as to avoid any blighting effects on neighboring properties, and shall be painted or protected where necessary for the purpose of preservation. All canopies, signs, awnings, exterior stairways, fire escapes, standpipes, exhaust ducts, porches, balconies and similar overhanging extensions, where exposed to public view, shall be maintained in good condition and shall not show evidence of ripping, tearing, or deterioration.
- (c) <u>Fences and Walls</u>. All fences, retaining walls, or similar structures shall be anchored firmly in the ground, shall be constructed in a workmanlike manner and maintained in that same manner so that such approved fences, retaining walls, or similar structures shall always be in the state of good structural repair. If any fence, retaining wall, or similar structure is found not to be in the state of good structural repair, it shall be removed, replaced or repaired as required. Except when constructed of materials that have been designed or manufactured to remain untreated, all fences shall be treated periodically with paint or chemicals so as to retard deterioration.
- (d) <u>Yards</u>. All yards, courts, and lots shall be kept free of overgrown grasses and weeds exceeding six inches in height, debris and other materials which may cause a fire, health or safety hazard or general unsightliness.
  - (e) Hazards. Hazards and unsanitary conditions shall be eliminated.
- (f) <u>Occupancy</u>. No temporary buildings, trailers, recreational vehicles, tents or garages shall be used temporarily or permanently as a residence in the course of construction.
  - (g) Storage. Except as provided for in other regulations of the City, all outdoor storage of any kind shall be prohibited.
- (h) <u>Drainage</u>. All portions of all premises shall be so graded that there is no pooling of water or recurrent entrance of water into any part of any building, except when such pooling or retention of water is part of a plan approved by the City Engineer. All condensate and waste cooling water shall be appropriately discharged into an approved drainage system.
- (i) <u>Drainage Swales</u>. Swales are to be maintained by the owners of the parcels on which they are located, and at no time will anyone plant shrubs and/or trees, or discharge, empty, or place any material, fill or waste into any swale so as to divert or impede drainage flow. Small swales can be mowed as part of the yard. Larger swales in meadow situations should be mowed less frequently in order to allow grasses to grow taller to retard runoff and prevent erosion. Swales in woodland areas should be left in their natural condition, leaving understory growth to retard runoff and prevent erosion.
- (j) <u>Junk, Inoperable or Unlicensed Vehicle</u>. No junk, inoperable, or unlicensed vehicle shall be located on any residential property, except when stored within a completely enclosed building.
- (k) <u>Sanitation</u>. All exterior property areas and premises shall be maintained in a clean, safe and sanitary condition, free from any accumulation of rubbish or garbage.
- (I) <u>Swimming Pools</u>. All swimming pools and surrounding deck areas shall be maintained so as to prevent the collection of stagnant, foul, putrid or pest- infested water.
- (m) Open Fires. Open fires shall be prohibited except as specifically approved by the Fire Administrator or his or her designee.

# 1460.26 VEGETATION; RESIDENTIAL.

- (a) <u>Vegetation Cutting Required</u>. All grass, weeds or rank vegetation shall be periodically cut and in no case shall exceed a height of six inches.
- (b) <u>Maintenance of Plantings</u>. All plant materials, especially trees and shrubs, afflicted with decay, disease, insect infestation or otherwise considered dangerous to other plant material, shall be removed or appropriately treated. All sound plant materials, especially trees and shrubs, shall be properly maintained and not evidence signs of neglect.

(Ord. 04-24. Passed 5-17-04; Ord. 07-30. Passed 7-16-07.)

# 1460.27 STAIRWAYS; RESIDENTIAL.

All exterior stairways on all residential premises shall be in accordance with the following provisions:

- (a) Stairways shall be maintained free of holes, grooves and cracks which constitute a safety hazard;
- (b) Stairways shall be maintained free of rotted or deteriorated supports;
- (c) Stairways shall have treads of uniform width and risers of uniform height; and
- (d) Stairway handrails and/or railings shall be firmly fastened and maintained in good condition. Where the absence of handrails and/or railings create a hazardous condition, the Enforcement Officer may require their installation in accordance with the provisions of the Clark County Building Code.

# 1460.28 ACCESSORY STRUCTURES; RESIDENTIAL.

All structures accessory to dwellings, including detached garages, shall be maintained structurally sound, neatly maintained and in good repair or shall be razed to grade level and debris removed from the premises.

(Ord. 04-24. Passed 5-17-04; Ord. 07-30. Passed 7-16-07.)

# 1460.29 COMMERCIAL STANDARDS; GENERAL PROVISIONS.

- (a) Every commercial structure and commercial unit shall meet all of the provisions and requirements of the official Zoning Code, Building Code, Fire Code and health ordinance applicable to the structure and its intended and present use. Where these codes require the provision of a particular facility or equipment, or where they set a structural or installation standard, such related parts of every commercial structure and commercial unit shall be maintained to the minimum standard provided for in the applicable section of this Code or to the minimum standard provided for in the above codes, whichever standard is higher.
- (b) The following commercial exterior property maintenance standards are applicable to all commercial structures, commercial units, and portions of mixed use structures which are devoted to commercial use, including all exterior and structural requirements, soundness and maintenance.

(Ord. 04-24. Passed 5-17-04; Ord. 07-30. Passed 7-16-07.)

#### 1460.30 STRUCTURAL SOUNDNESS AND MAINTENANCE OF COMMERCIAL STRUCTURES.

Every foundation, floor, wall, ceiling and roof of every commercial structure shall be so constructed and maintained and be kept in good repair and in safe condition so as to make all occupied rooms and other interior areas weather-tight, water-tight, rodent-proof and so as to be fit for human use and so as to not adversely affect the neighborhood in which they are located. Good repair, maintenance and safe condition shall include but is not limited to the following:

- (a) <u>Foundations</u>. Foundations shall support the building at all points and shall be free of all holes and cracks which admit rodents, water or dampness to the interior of the building or lessen the capability of the foundation to support the building.
- (b) Exterior Walls and Surfaces. Exterior walls and other exterior surface materials shall be free of holes, cracks, loose or rotting boards and timbers or any other condition which might admit rodents, rain or dampness to the interior of the dwelling.
- (c) <u>Windows</u>. Windows shall be fully supplied with window glass or an approved substitute which is glazed and is without open cracks or holes, shall have sashes in good condition which fit within frames, and be maintained so as to exclude adverse weather elements from entering the structure.
- (d) <u>Exterior Doors</u>. Doors shall be maintained so as to be structurally sound, fit within frames so as to be weatherproof, windproof, and waterproof and be provided with door hinges and door latches which are in good working condition.
- (e) <u>Roof</u>. Roof members, covering and flashing shall be structurally sound and tight so as to prevent the entrance of moisture and be maintained by renewal, repair, waterproofing or other suitable means. Roof drainage shall be adequate to prevent rain water from causing dampness in the interior portion of the building.
- (f) <u>Gutters</u>. Rain gutters, downspouts, leaders or other means of water diversion shall be provided to collect/conduct and discharge all water from the roof and maintained so as not to leak or cause dampness in the walls, ceiling or basements or adversely affect adjacent properties.
  - (g) Chimneys. Chimneys shall be free of cracks, holes or missing portions and maintained in sound condition.
- (h) <u>Porch</u>. Every porch shall be so constructed and maintained so as to be free of missing, defective, rotting or deteriorated foundations, supports, floors, other members and steps thereto, so as to be safe to use and kept in sound condition and in good repair.
- (i) <u>Structural Member</u>. Any structural member of a structure which has become deteriorated or damaged to the extent that it does not serve the purpose as originally intended shall be renewed, restored, repaired, or replaced as is necessary to serve the purpose as originally intended.
- (j) <u>Exterior Surface</u>. Except for materials that have been designed or manufactured to remain untreated, all exterior wood, composition or metal surfaces shall be protected from the elements by paint or other protective covering. Surfaces shall be maintained so as to be kept clean and free of flaking, loose or peeling paint or covering.

- (k) <u>Basement</u>. Basement or cellar hatchways shall be so constructed and maintained as to prevent the entrance of rodents, rain and surface drainage into the structure.
- (I) <u>Decorative Features</u>. All cornices, entablatures, bell courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.

#### 1460.31 PAINT AND COATING MATERIALS; COMMERCIAL.

All paint and other coating materials shall be free of any lead. These materials shall also be free of dangerous substances banned from general use by authorized federal, state, county, or local regulatory agencies for health and safety reasons.

(Ord. 04-24. Passed 5-17-04; Ord. 07-30. Passed 7-16-07.)

# 1460.32 EXTERIOR PROPERTY AND STRUCTURE EXTERIORS; COMMERCIAL.

All buildings and the exterior of all premises shall be properly maintained to achieve a presentable appearance and to avoid blighting effects and hazardous conditions.

- (a) Exterior Space. The exterior open space around each structure shall be maintained or so improved so as to provide for:
  - (1) The immediate diversion of water away from buildings and proper drainage of the lot;
- (2) Grass, plantings or other suitable ground cover to prevent soil erosion which is or may become detrimental to the structures, lot use or adjacent lots and structures; and
- (3) Yard walks, parking areas, driveways of a concrete, asphalt, pavers or similar surface which are of sound construction and properly maintained free of deterioration, potholes, broken, dilapidated or crumbling surfaces;
  - (4) Exterior steps which are of sound construction and properly maintained free of hazardous conditions.
- (b) <u>Maintenance</u>. The exterior of all premises and every structure thereon, including but not limited to walls, roofs, cornices, chimneys, drains, towers, porches, landings, fire escapes, stairs, store fronts, signs, windows, doors, awnings, marquees and all surfaces thereof, shall be maintained so as to avoid any blighting effects on neighboring properties, and shall be painted or protected where necessary for the purpose of preservation. All canopies, marquees, signs, awnings, exterior stairways, fire escapes, standpipes, exhaust ducts, porches, balconies and similar overhanging extensions, and their supporting structures where exposed to public view, shall be maintained in good condition and shall not show evidence of ripping, tearing or deterioration. Prohibited and obsolete signs shall be removed or replaced pursuant to the applicable sections of this Code of Ordinances.
- (c) Fences and Walls. All fences, retaining walls, or similar structures shall be anchored firmly in the ground, shall be constructed in a workmanlike manner and maintained in that same manner so that such approved fences, retaining walls, or similar structures shall always be in the state of good structural repair. If any fence, retaining wall or similar structure is found not to be in the state of good structural repair, it shall be removed, replaced or repaired as required. Except when constructed of materials that have been designed or manufactured to remain untreated, all fences shall be treated periodically with paint or chemicals so as to retard deterioration.
- (d) <u>Yards</u>. All yards, courts, and lots shall be kept free of noxious weeds, overgrown grasses, debris and other materials which may cause a fire, health, safety hazard, or general unsightliness.
  - (e) Hazards. Hazards and unsanitary conditions shall be eliminated.
- (f) <u>Occupancy</u>. No temporary buildings, trailers, recreational vehicles, tents or garages shall be used temporarily or permanently as a residence in the course of construction.
- (g) <u>Drainage</u>. All portions of all premises shall be so graded that there is no pooling of water or recurrent entrance of water into any part of any building, except where such pooling or retention of water is part of a plan approved by the City Engineer. All condensate and waste cooling water shall be appropriately discharged into an approved drainage system.
- (h) <u>Drainage Swales</u>. Swales are to be maintained by the owners of the parcels on which they are located, and at no time will anyone plant trees and/or shrubs or discharge, empty or place any material fill or waste into any swale so as to impede or divert drainage flow. Small swales can be mowed as part of the yard. Larger swales in meadow situations should be mowed less frequently in order to allow grasses to grow taller to retard runoff and prevent erosion. Swales in woodland areas should be left in their natural condition, leaving the understory growth to retard runoff and prevent erosion.
- (i) <u>Junk, Inoperable or Unlicensed Vehicle</u>. No junk, inoperable, or unlicensed vehicle shall be located on any commercial property, except when stored within a completely enclosed building or in a manner in conformance with this Code of Ordinances.
- (j) <u>Traffic Markings</u>. All traffic markings such as directional arrows, lane division lines, parking space lines, stop signs, etc., shall be maintained so as to be clearly visible and easily recognized.
  - (k) Conduct of Business.

- (1) All business activity, except for off-street loading, shall be conducted within completely enclosed buildings.
- (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.
- (3) All storage of materials, goods or products, including inoperable vehicles, shall be within a completely enclosed building.

EXCEPTION: Those businesses which are permitted or conditionally permitted under the terms of this Code of Ordinances to conduct business or maintain outdoor storage of materials, goods or products out-of-doors are excepted from compliance with division (k)(1) and this division (k)(3).

- (I) <u>Exterior Light Fixtures</u>. Exterior lighting fixtures over steps, paths, walkways, courts, drives and parking lots shall be neatly maintained in operable condition and lighted for sufficient periods of time before and after business hours to provide for pedestrian and employee safety and properly aimed so as not to shine on adjacent properties, per local zoning regulation.
- (m) <u>Sanitation</u>. All exterior property areas and premises shall be maintained in a clean, safe and sanitary condition, free from any accumulation of rubbish or garbage.
- (n) <u>Swimming Pools</u>. All swimming pools and surrounding deck areas shall be maintained so as to prevent the collection of stagnant, foul, putrid or pest- infested water.
- (o) Open Fires. Open fires shall be prohibited except as specifically approved by the Fire Administrator or his or her designee.

(Ord. 04-24. Passed 5-17-04; Ord. 07-30. Passed 7-16-07.)

#### 1460.33 VEGETATION; COMMERCIAL.

- (a) <u>Vegetation Cutting Required</u>. All grass, weeds or rank vegetation shall be periodically cut and in no case shall exceed a height of six inches.
- (b) <u>Maintenance of Plantings</u>. All plant materials, especially trees and shrubs, afflicted with decay, disease, insect infestation or otherwise considered dangerous to other plant material shall be removed or appropriately treated. All sound plant materials, especially trees and shrubs, shall be properly maintained and not evidence signs of neglect.

(Ord. 04-24. Passed 5-17-04; Ord. 07-30. Passed 7-16-07.)

#### 1460.34 STAIRWAYS; COMMERCIAL.

All exterior stairways on all commercial premises shall be in accordance with the following procedures:

- (a) Stairways shall be maintained free of holes, grooves and cracks which constitute a safety hazard;
- (b) Stairways shall be maintained free of rotted or deteriorated supports;
- (c) Stairways shall have treads of uniform width and risers of uniform height; and
- (d) Stairway handrails and/or railings shall be firmly fastened and maintained in good condition. Where the absence of handrails and/or railings create a hazardous condition, the Enforcement Officer may require their installation in accordance with the provisions of the Clark County Building Code.

(Ord. 04-24. Passed 5-17-04; Ord. 07-30. Passed 7-16-07.)

# 1460.35 ACCESSORY STRUCTURES; COMMERCIAL.

All structures accessory to commercial use, including signs and detached storage buildings, shall be maintained structurally sound, neatly maintained, and in good repair, or shall be razed to grade level and debris removed from the premises.

(Ord. 04-24. Passed 5-17-0; Ord. 07-30. Passed 7-16-074.)

# 1460.36 INDUSTRIAL STANDARDS; GENERAL PROVISIONS.

- (a) Every industrial structure and industrial use shall meet all provisions and requirements of the official Zoning Code, Building Code, Fire Code and health ordinance applicable to the structure and its intended and present use. Where these codes require the provision of a particular facility or equipment, or where they set a structural or installation standard, such related parts of every industrial structure and industrial use shall be maintained to the minimum standard provided for in the applicable section of this Code, or to the minimum standard provided for in the above codes, whichever standard is higher.
- (b) The following industrial exterior property maintenance standards are applicable to all industrial structures, industrial uses, and portions of mixed use structures which are devoted to industrial use, including all exterior and structural requirements, soundness and maintenance.

# 1460.37 STRUCTURAL SOUNDNESS AND MAINTENANCE OF INDUSTRIAL STRUCTURES

Every foundation, floor, wall, ceiling and roof of every industrial structure shall be so constructed and maintained and be kept in good repair and in safe condition so as to make all interior areas weather-tight, water-tight, rodent proof and so as to be fit for human use, and so as to not adversely affect the neighborhood in which they are located. Good repair, maintenance and safe condition shall include but is not limited to the following:

- (a) <u>Foundations</u>. Foundations shall support the building at all points and shall be free of all holes and cracks which admit rodents, water or dampness to the interior of the building or lessen the capability of the foundation to support the building.
- (b) <u>Exterior Walls and Surfaces</u>. Exterior walls and other exterior surface materials shall be free of holes, cracks, loose or rotting boards and timbers or any other condition which might admit rodents, rain or dampness to the interior of the building.
- (c) <u>Windows</u>. Windows shall be fully supplied with window glass or an approved substitute which is glazed and is without open cracks or holes, shall have sashes in good condition which fit within frames, and maintained so as to exclude adverse weather elements from entering the structure.
- (d) <u>Exterior Doors</u>. Doors shall be maintained so as to be structurally sound, fit within frames so as to be weatherproof, windproof, and waterproof and be provided with door hinges and door latches which are in good working condition.
- (e) <u>Roof</u>. Roof members, covering and flashing shall be structurally sound and tight so as to prevent the entrance of moisture and be maintained by renewal, repair, waterproofing or other suitable means. Roof drainage shall be adequate to prevent rain water from causing dampness in the interior portion of the building.
- (f) <u>Gutters</u>. Rain gutters, downspouts, leaders or other means of water diversion shall be provided to collect/conduct and discharge all water from the roof and maintained so as not to leak or cause dampness in the walls, ceiling, or basements or adversely affect adjacent properties.
  - (g) Chimneys. Chimneys shall be free of cracks, holes or missing portions and maintained in sound condition.
- (h) <u>Structural Member</u>. Any structural member of a structure which has become deteriorated or damaged to the extent that it does not serve the purpose as originally intended shall be renewed, restored, repaired, or replaced as is necessary to serve the purpose as originally intended.
- (i) <u>Exterior Surface</u>. Except for materials that have been designed or manufactured to remain untreated, all exterior wood, composition or metal surfaces shall be protected from the elements by paint or other protective covering. Surfaces shall be maintained so as to be kept clean and free of flaking, loose or peeling paint or covering.
- (j) <u>Decorative Features</u>. All cornices, entablatures, bell courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.

(Ord. 04-24. Passed 5-17-04; Ord. 07-30. Passed 7-16-07.)

# 1460.38 PAINT AND COATING MATERIALS; INDUSTRIAL.

All paint and other coating materials shall be free of any lead. These materials shall also be free of dangerous substances banned from general use by authorized federal, state, county, or local regulatory agencies for health and safety reasons.

(Ord. 04-24. Passed 5-17-04; Ord. 07-30. Passed 7-16-07.)

# 1460.39 EXTERIOR PROPERTY AND STRUCTURE EXTERIORS; INDUSTRIAL.

All buildings and the exterior of all premises shall be properly maintained to achieve a presentable appearance and to avoid blighting effects and hazardous conditions.

- (a) Exterior Space. The exterior open space around each structure shall be maintained or so improved so as to provide for:
  - (1) The immediate diversion of water away from buildings and proper drainage of the lot;
- (2) Grass, plantings or other suitable ground cover to prevent soil erosion which is or may become detrimental to the structures, lot use or adjacent lots and structures;
- (3) Yard walks, parking areas, driveways of a concrete, asphalt, pavers, or similar surface which are of sound construction and properly maintained free of deterioration, potholes, broken, dilapidated or crumbling surfaces; and
  - (4) Exterior steps which are of sound construction and properly maintained free of hazardous conditions.
- (b) <u>Maintenance</u>. The exterior of all premises and every structure thereon including but not limited to walls, roofs, cornices, chimneys, drains, towers, fire escapes, stairs, fronts, signs, windows, doors, awnings, marquees and all surfaces thereof, shall be maintained so as to avoid any blighting effects on neighboring properties and shall be painted or protected where necessary for the purpose of preservation. All canopies, marquees, signs, awnings, exterior stairways, fire escapes, standpipes, exhaust ducts and similar overhanging extensions, including their supporting structures where exposed to public

view, shall be maintained in good condition and shall not show evidence of ripping, tearing or deterioration. Prohibited and obsolete signs shall be removed or replaced pursuant to the applicable sections of this Code of Ordinances.

#### (c) Fences and Walls.

- (1) All fences, retaining walls, or similar structures shall be anchored firmly in the ground, shall be constructed in a workmanlike manner and maintained in that same manner so that such approved fences, retaining walls or similar structures shall always be in the state of good structural repair. If any fence, retaining wall, or similar structure is found not to be in the state of good structural repair, it shall be removed, replaced, or repaired as required.
- (2) Except when constructed of materials that have been designed or manufactured to remain untreated, all fences shall be treated periodically with paint or chemicals so as to retard deterioration.
- (d) <u>Yards</u>. All yards, courts, and lots shall be kept free of noxious weeds, overgrown grasses, debris and other materials which may cause a fire, health, safety hazard or general unsightliness.
  - (e) Hazards. Hazards and unsanitary conditions shall be eliminated.
- (f) <u>Occupancy</u>. No temporary buildings, trailers, recreational vehicles, tents or garages shall be used temporarily or permanently as a residence in the course of construction.
- (g) <u>Drainage</u>. All portions of all premises shall be so graded that there is no pooling of water or recurrent entrance of water into any part of any building except when such pooling or retention of water is part of a plan approved by the City Engineer. All condensate and waste cooling water shall be appropriately discharged into an approved drainage system.
- (h) <u>Drainage Swales</u>. Swales are to be maintained by the owners of the parcels on which they are located, and at no time will anyone plant trees and/or shrubs or discharge, empty or place any material fill or waste into any swale so as to impede or divert drainage flow. Small swales can be mowed as part of the yard. Larger swales in meadow situations should be mowed less frequently in order to allow grasses to grow taller to retard runoff and prevent erosion. Swales in woodland areas should be left in their natural condition leaving the understory growth to retard runoff and prevent erosion.
- (i) <u>Junk, Inoperable or Unlicensed Vehicle</u>. No junk, inoperable, or unlicensed vehicle shall be located on any industrial property, except when stored within a completely enclosed building or in a manner in conformance with this Code of Ordinances.
- (j) <u>Traffic Markings</u>. All traffic markings such as directional arrows, lane division lines, parking space lines, stop signs, etc., shall be maintained so as to be clearly visible and easily recognized.

# (k) Conduct of Business.

- (1) All business activity, except for off-street loading, shall be conducted within completely enclosed buildings.
- (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.
- (3) All storage of materials, goods or products, including inoperable vehicles, shall be within a completely enclosed building.

EXCEPTION: Those businesses which are permitted or conditionally permitted under the terms of this Code of Ordinances to conduct business or maintain outdoor storage of materials, goods or products out-of-doors are excepted from compliance with division (k)(1) and this division (k)(3).

- (I) <u>Exterior Light Fixtures</u>. Exterior lighting fixtures over steps, paths, walkways, courts, drives and parking lots shall be neatly maintained in operable condition and lighted for sufficient periods of time before and after working hours to provide for pedestrian and employee safety and properly aimed so as not to shine on adjacent properties, per local zoning regulation.
- (m) <u>Sanitation</u>. All exterior property areas and premises shall be maintained in a clean, safe and sanitary condition, free from any accumulation of rubbish or garbage.
- (n) <u>Swimming Pools</u>. All swimming pools and surrounding deck areas shall be maintained so as to prevent the collection of stagnant, foul, putrid or pest- infested water.
- (o) Open Fires. Open fires shall be prohibited except as specifically approved by the Fire Administrator or his or her designee.

(Ord. 04-24. Passed 5-17-04; Ord. 07-30. Passed 7-16-07.)

# 1460.40 VEGETATION; INDUSTRIAL.

- (a) <u>Vegetation Cutting Required</u>. All grass, weeds or rank vegetation shall be periodically cut and in no case shall exceed a height of six inches.
- (b) <u>Maintenance of Plantings</u>. All plant materials, especially trees and shrubs, afflicted with decay, disease, insect infestation, or otherwise considered dangerous to other plant material shall be removed or appropriately treated. All sound plant materials, especially trees and shrubs, shall be properly maintained and not evidence signs of neglect.

# 1460.41 STAIRWAYS; INDUSTRIAL.

All exterior stairways on all industrial premises shall be in accordance with the following provisions:

- (a) Stairways shall be maintained free of holes, grooves, and cracks which constitute a safety hazard;
- (b) Stairways shall be maintained free of rotted or deteriorated supports;
- (c) Stairways shall have treads of uniform width and risers of uniform height; and
- (d) Stairway handrails and/or railings shall be firmly fastened and maintained in good condition. Where the absence of handrails and/or railings create a hazardous condition, the Enforcement Officer may require their installation in accordance with the provisions of the Clark County Building Code.

(Ord. 04-24. Passed 5-17-04; Ord. 07-30. Passed 7-16-07.)

#### 1460.42 ACCESSORY STRUCTURES; INDUSTRIAL.

All structures accessory to the industrial use, including signs, shall be maintained structurally sound and in good repair or shall be razed to grade level and debris removed from the premises.

(Ord. 04-24. Passed 5-17-04; Ord. 07-30. Passed 7-16-07.)

#### 1460.97 SEVERABILITY.

If any section, subsection, paragraph, sentence, clause or phrase of this Exterior Property Maintenance Code is declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this Exterior Property Maintenance Code, which shall continue in full force and effect, and to this end the provisions of this Exterior Property Maintenance Code are hereby declared to be severable.

(Ord. 07-30. Passed 7-16-07.)

#### 1460.98 SAVING CLAUSE.

This Exterior Property Maintenance Code shall not affect violations of any other resolution, ordinance, code or regulation existing prior to the effective date of this Exterior Property Maintenance Code, and any violation of such shall be governed and shall continue to be punishable to the full extent of the law under the provisions of those ordinances, codes or regulations in effect at the time the violation was committed.

(Ord. 07-30. Passed 7-16-07.)

#### 1460.99 VIOLATION AND PENALTIES.

- (a) No person shall violate any provision or fail to conform to any of the requirements of this Exterior Property Maintenance Code or fail to comply with any order made thereunder.
- (b) Whoever violates any section of this Code shall be guilty of a minor misdemeanor and upon conviction thereof, be fined not more than one hundred dollars (\$100.00). Any person convicted of a second offense of this section within two years of the first offense shall be guilty of a misdemeanor of the fourth degree and, upon conviction thereof, shall be fined not less than one hundred fifty dollars (\$150.00) nor more than two hundred fifty dollars (\$250.00), or imprisoned not more than 30 days, or both. Any person convicted of a third offense of this section within three years of the first offense shall be guilty of a misdemeanor of the first degree and, upon conviction thereof, shall be fined not less than two hundred fifty dollars (\$250.00) nor more than one thousand dollars (\$1,000.00), or imprisoned not more than 180 days, or both.
- (c) The application of the penalty provided in division (b) of this section shall not be held to prevent the enforced removal of prohibited conditions.
- (d) Each day that a violation continues after due notice has been served as provided in this Code shall be deemed a separate offense.

(Ord. 04-24. Passed 5-17-04; Ord. 07-30. Passed 7-16-07; Ord. 09-07. Passed 2-2-09.)

# MUNICIPAL SOLID WASTE, RECYCLING AND YARD WASTE SERVICES AGREEMENT

THIS MUNICIPAL SOLID WASTE, RECYCLING AND YARD WASTE SERVICES
AGREEMENT ("Agreement") is made this day of Oetober, 2020 (the "Effective Date") by and
between WASTE MANAGEMENT OF OHIO, INC., an Ohio corporation (hereafter "WM"), and CITY OF
NEW CARLISLE, a municipal corporation created under the laws of the State of Ohio (hereafter "City")
(WM and City each a "Party" and collectively the "Parties").

WHEREAS, City desires to provide its citizens with environmentally sound collection, disposal and processing of solid waste, yard waste and recyclable materials; and

WHEREAS, WM and its affiliates have extensive experience in providing such services; and WHEREAS, City has determined that it would be in the best interests of its citizens to contract with WM for such services in accordance with the terms and conditions contained herein.

**NOW THEREFORE**, for and in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, WM and City agree as follows:

# 1. DEFINITIONS

- a. "Applicable Law" means any law, regulation, requirement, or order of any Federal, State or local agency, court or other domestic or foreign governmental body, or interpretation thereof by any court or administrative agency of competent jurisdiction, and requirements of all permits, licenses, and governmental approvals applicable to this Agreement.
- b. "Bulk Items" means large household items that do not properly fit in the Customer's Cart, or bundled Solid Waste that does not exceed four feet by four feet by two feet (4'x4'x2') and weighs no more than fifty (50) pounds, which are attributed to the normal activities of a Residential Unit. Such materials may include furniture, carpet and rugs properly prepared (cut and bundled), mattresses, and non-CFC containing appliances. Bulk Items exclude any Unacceptable Waste.
- c. "Cart" means a watertight heavy plastic receptacle with a rated capacity of approximately thirty-five (35), sixty-four (64) or ninety-six (96) gallons, having a hinged, tight-fitting lid, and two (2) wheels.
- d. "Collection Service(s)" means the process by which Solid Waste is removed from Residential Units, transported to a transfer, disposal or Processing facility, and subsequently disposed or Processed.
- e. "Customer" means an owner or occupant of a Residential Unit who has the legal right to initiate, cancel or make changes to Collection Services.
- f. "Residential Unit" means any dwelling unit within the corporate limits of the City that consists of no more than two separate individual dwelling units within the same structure with two separate

entrances. Apartment or condominium buildings with three (3) or more individual dwellings shall not be considered Residential Units and are, therefore, not covered by this Agreement.

- g. "Rates" means the fees to be charged by WM to Customers, and paid by Customers to WM, for the Collection Services and other services provided by WM and included on Exhibit "A" attached hereto.
  - h. "Recyclables" means the materials described as such in Exhibit B.
- i. "Refuse" means Solid Waste that is set out for collection and disposal pursuant to this Agreement. Refuse does not include Recyclables set out for collection pursuant to Section 3(c)(ii) of this Agreement, nor does it include Unacceptable Waste.
- j. "Service Area" means (i) the entire territory included within the City limits as of the Effective Date of this Agreement; and (ii) land residentially developed and such additional area as may thereafter become included with the City limits from time to time due to annexation, incorporation or other means, but only from and after the time as WM is able to provide collection services in such additional area and except to the extent providing such services may be otherwise prohibited by law.
- k. "Solid Waste" means all putrescible and non-putrescible solid, semi-solid, and liquid wastes that are generated or coming to exist in the Service Area, including discarded Recyclables, but excluding Unacceptable Waste.
- 1. "Unacceptable Waste" means any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized, or listed under applicable federal, state, or local laws or regulations, any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to WM pursuant to a separate agreement), or any material the acceptance or handling of which would cause a violation of any Applicable Law, damage to WM's equipment of facilities, or present a substantial endangerment to the health or safety of the public or WM's employees. Title to and liability for Unacceptable Waste shall remain with the generator at all times.
- m. "Yard Waste" means grass clippings, leaves, limbs, branches, pruning, hedge trimmings, sod, Christmas trees and other plant material.

# 2. TERM

The Term of this Agreement shall be for three (3) years commencing on December 2, 2020 (the "Commencement Date"), and expiring December 1, 2023, with one (1) optional extension of two years (rates for extension years to be mutually agreed upon), which City may exercise by notifying WM of City's intention of exercising its option at least sixty (60) days in advance of the expiration of the thencurrent term.

# 3. COLLECTION SERVICES

- a. Exclusive Right; Exceptions; Enforcement. The City does hereby grant to WM and WM shall have the exclusive duty, right and privilege to provide Collection Services or otherwise handle all Solid Waste (including Refuse, Recyclables, Yard Waste and Bulk Items) generated, deposited, accumulated or coming to exist at a Residential Unit in the Service Area. Collection Services which are not specifically described in this Agreement will be provided according to terms and pricing established by WM. Subject to Section 3(a)(i) below, all Residential Units within the Service Area shall be required by City to utilize the Collection Services of WM as provided herein. All Residential Units shall establish Collection Services separately and shall not be permitted to share Collection Services under a single account.
- i. Notwithstanding the above, nothing in this Agreement shall prevent any owner, occupant or tenant of a Residential Unit from personally handling, hauling, or transporting Solid Waste generated by or from such Premises for purposes of disposing of the same at an authorized disposal area or transfer station, nor shall anything in this Agreement affect or limit the right of any person to sell Recyclables (i.e., receipt of a net payment) to any person lawfully engaged in the recycling business in the Service Area or to donate Recyclables to any bona fide charity, provided that all such Recyclables are separated by the generator.
- ii. The City shall use good faith efforts to protect and enforce the exclusive rights of WM through appropriate ordinances and enforcement of those ordinances against third party violators. WM may independently enforce the exclusivity provision of this Agreement against third party violators, including but not limited to seeking injunctive relief, and the City shall use good faith efforts to cooperate in such enforcement actions brought by WM.

# b. Containers.

- i. At no additional cost, WM shall provide each Residential Unit with either one 96-gallon Cart; one 64-gallon Cart; or one 35-gallon Cart for Refuse as chosen by the resident. Additional Carts will be available for a fee as set forth herein in Exhibit A. WM will own all Containers provided to Customers hereunder and Customer shall empty and allow WM to retrieve all WM Containers at the termination or expiration of this Agreement. WM shall provide each Residential Unit with a Recyclables Container at no additional cost.
- ii. WM shall replace, at no charge to the Customer, any Container that becomes damaged or destroyed during the provision of the Collection Services, or that becomes unusable due to ordinary wear and tear. However, if a Container in the possession of a Customer is lost, stolen, damaged, or destroyed through no fault of WM, the Customer shall be responsible to compensate WM the fair market value for the replacement or repair of such Container. Customers will be responsible for maintaining the

cleanliness of Containers, although Customers may request a Container exchange for the fee set forth in Exhibit A.

- c. Collection Location, Frequency and Time.
- i. Refuse shall be collected from the curbside one time (1x) per week from each Residential Unit. Collections shall occur during ordinary hours but in no instance earlier than 7 a.m. or later than 6 p.m.
- ii. Recyclables shall be collected from the curbside one time (1x) every other week on the same day Refuse is collected from each Residential Unit, Collections shall occur during ordinary hours but in no instance earlier than 7 a.m. or later than 6 p.m.
- iii. Yard Waste shall be collected from the curbside one time (1x) per week from each Residential Unit. Collections shall occur during ordinary hours but in no instance earlier than 7 a.m. or later than 6 p.m. WM shall collect Yard Waste from each Residential Unit if prepared in one of the following methods: (i) Yard Waste placed within the WM provided refuse Cart with regular refuse with limbs and branches broken to fit and cart lids being able to close; (ii) Yard Waste inside of plastic bags within the cart only. Residential Units cannot place yard waste bags outside of the Cart for collection.
  - d. Contamination; Overage; Overweight.
- i. <u>Contamination</u>. WM is not obligated to collect Containers which are contaminated.
   For purposes of this Agreement, a Container is contaminated when, based on visual or digital inspection, a Recyclables Container has more than 10% non-Recyclables (volume or weight) or any amount of Unacceptable Waste.
- If WM elects to not collect a contaminated Container, it shall notify the Customer explaining why. Such notice may be provided by Container tag, email or other means of communication.
- If WM elects to collect a contaminated Container, WM may dispose of the contents of a contaminated Container it elects to collect.
- 3. If there have been more than three instances of a contaminated Container in any 12-month period for a particular service (i.e., Recyclables), and WM has photographic evidence of each instance, WM may (i) discontinue such service and remove the Container, (ii) deliver additional or larger Refuse Container(s), and (iii) charge the Customer the applicable Rate for the additional or larger Refuse Container(s) described in Exhibit A. After one year, the Customer may petition WM to reinstate such service, in which case they must pay any activation and Cart redelivery fees set forth in Exhibit A.
- ii. Overweight Containers. WM may refuse to collect any Refuse or Recyclables Container which WM reasonably believes to be overweight. A Container shall be considered "overweight" if the total weight of the Container and contents exceeds two times the volume capacity of said Container (e.g.,

192 pounds for a 96-gallon Cart). WM shall provide notification to the Customer regarding each instance of non-collection by tag, email, or other means of communication.

- e. <u>Bulk Service</u>. WM shall collect up to two Bulk Items per Residential Unit per month at the curb on the regular service day. Bulk Item pickup must be prescheduled a minimum of three business days' in advance. All upholstered items are to be double-wrapped in plastic and secured with tape due to bed bug outbreaks. The cost of any additional Bulk Items will be at WM's discretion and any additional fees shall be paid directly by Customer to WM. For Bulk Items that contain chlorofluorocarbon refrigerants (CFC's), Residential Units may either have the CFC's removed by a certified technician at the Residential Unit's expense and provide WM documentation verifying the removal of the CFC's so that WM may lawfully dispose of the Bulk Item in a landfill or Residential Units may notify WM of the need for pickup of a Bulk Item containing CFC's and WM will arrange a special collection of the Bulk Item and undertake the removal of the CFC's. If WM removes the CFC's, the Residential Unit shall pay a \$75.00 charge to WM.
- f. <u>Disposal and Processing</u>. WM shall dispose or arrange to dispose of the Refuse collected under this Agreement only at solid waste disposal facilities that are licensed and permitted to accept such solid waste. WM also shall Process or arrange to Process the Recyclables collected under this Agreement only at Processing facilities that are licensed and permitted to process such materials.
- g. <u>Holiday and Sunday Schedule</u>. The following days shall be designated holidays on which the Collection Services shall not be provided: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If a designated holiday falls on a regularly scheduled service day, Collection Services will be performed on the next weekday. No Collection Services shall be performed on a Sunday.
- h. <u>Compliance with Laws</u>. The Collection Services shall be performed in accordance with Applicable Law.
- i. Personnel and Equipment. The Collection Services shall be performed by properly trained and licensed personnel in adequate numbers and with adequate vehicles to complete the Collection Services in a safe and timely manner. WM personnel shall wear clothing or clearly legible tags identifying the name of WM and the name of the WM employee or officer. A personnel list may be requested from WM by the City. WM shall make its equipment available for inspection by the City during the term of this Agreement, and any extension thereof, upon reasonable advance notice and at reasonable times that do not interfere with WM's performance of the services hereunder.
- <u>Supervision</u>. WM shall provide competent supervision in charge of working crews at all times while providing the Collection Service.
- k. <u>Missed Pick-Ups and Complaints</u>. All Refuse and Recyclables Containers must be placed at the curb or other designated location and ready for pick-up <u>before</u> 7:00 a.m. on the collection day; any Containers not collected because they are not at the curb or other designated location on time shall not be

considered a missed pick-up. All complaints as to WM's provision of the Collection Services, including alleged missed pick-ups, shall be given prompt and courteous attention. WM shall attempt to resolve all complaints promptly, and shall cure all missed pick-ups that are not the result of *force majeure* events within one (1) week day, conditions permitting.

The City shall have the right in its reasonable discretion to determine the validity of complaints made by any Customer. The City shall immediately inform WM of any complaint received by a Customer. Within seven (7) days of receiving notice of such a complaint, WM shall inform the City in writing of what action, if any, WM has taken in response to the complaint. WM shall provide a toll-free number for customer service that will be available to each Customer.

1. <u>Public Outreach</u>. WM shall provide letters, flyers, handouts, calendar or emails as needed to inform residents of program requirements and guidelines and to advise of any subsequent changes that may occur during the life of this Agreement. This shall include WM's procedure for container delivery. WM shall provide the residents of the City with WM's office location, phone number, customer service email and responsible person(s) in charge.

# 4. MUNICIPAL LOCATIONS

WM will provide the City with the following services at no additional charge:

- a. City Pool 215 East Lake Avenue; Trash container seasonal: One (1) 6-yard dumpster, locking; collected weekly from May 1st to September 15<sup>th</sup> each year. Recyclables: One (1) 6-yard dumpster, locking; collected weekly year-round.
- Street Department 803 West Jefferson Street; Trash: One (1) 6-yard dumpster; collected weekly
- c. City Garage / Water Department 432 North Main Street; Trash: One (1) 4-yard dumpster;
   collected weekly
- d. Cemetery 11545 Musselman Road; Trash: One (1) 4-yard dumpster, locking; collected weekly April to November and every other week from December to March.
- e. Fire Station 315 North Church Street; Trash: One (1) 6-yard dumpster, locking; collected weekly
- f. Wastewater Treatment Plant 1 Garfield Street; Trash: One (1) 3-yard dumpster, casters;
   collected weekly
- g. Smith Park 801 West Jefferson Street; Trash: One (1) 4-yard dumpster; collected weekly
- h. City Administration Building 315 South Church Street; Trash: One (1) 6-yard dumpster, locking; collected weekly. Recyclables: One (1) 6-yard dumpster, locking; collected weekly
- Haddix Ball Field 534 North Main Street; Trash: One (1) 8-yard dumpster, locking; collected weekly from April 1st to August 1<sup>st</sup>.

# 5. CHRISTMAS TREE COLLECTION

WM shall collect Christmas trees from Dec. 26<sup>th</sup> through January 31<sup>st</sup> of each year. Trees are limited to 4 feet. Trees must be cut in half if over 4 foot. Trees must be free of decorations, tree stands, and no tree bags. Tree must be placed curbside. Resident should ensure it does not get frozen to the ground - may need to use snow melt or salt.

# 6. CUSTOMER BILLING; SERVICE RATES

- a. <u>Customer Billing.</u> WM shall be responsible for all billing functions related to the Collection Services provided under this Agreement. All Residential Unit Customers shall be billed quarterly. Customers may be billed prior to receiving the Collection Services, but the due date shall be no sooner than thirty (30) days from the date of the invoice. WM may bill Customers a late payment fee, NSF check charges, reactivation and redelivery fee, as well as all costs associated with bad debt collection, as set forth in Exhibit A. WM may suspend or terminate service to Customers that become more than sixty (60) days past due, following fifteen (15) days' written notice to the Customer, and/or may place a lien upon the Customer's property, in accordance with Applicable Law. If such Collection Service is reactivated, WM may charge a reactivation fee as set forth in Exhibit A. The City will provide reasonable assistance to WM regarding WM's billing and collection of amounts due from Customers, which may include timely notification to WM of changes in Customers (e.g., evictions, move-ins, and move-outs) and modification of municipal ordinances to ensure Customer's adhere to the requirements of this Agreement.
- b. <u>Service Rate Schedule</u>. WM shall provide the Collection Services described in Exhibit A for the Rates set forth therein, as the same may be adjusted in accordance with this Section 4.
- c. <u>Annual Price Increases</u>. Commencing on the date which is one (1) year after the Commencement Date, and on the same date annually thereafter (the "Adjustment Date"), the Rates shall be automatically adjusted as shown in Exhibit A.
  - Recycling Processing Offset Fee: Please see Exhibit A.
- e. <u>Extraordinary Adjustments</u>. In addition to the Annual Price Adjustment provided by Section 4(c), the Rates may, upon written request of WM, be further adjusted to fully capture increased expenses and lost revenue associated with performance of the Collection Services hereunder due as follows:
  - WM shall request the Rate adjustment in writing at least sixty (60) days in advance of said proposed Rate adjustment and shall state in said request the reasons for the Rate adjustment.
  - ii. City Council for the City shall hold a public hearing on said request, allowing WM the opportunity to explain why the Rate adjustment is necessary, and allowing the residents of City and any Customer the opportunity to be heard regarding the proposed Rate adjustment.

- iii. If, after the public hearing, City Council for the City determines that the Rate adjustment is justified, the Rate adjustment will be permitted; otherwise the Rate adjustment will not be granted.
- iv. Notwithstanding the foregoing, WM shall be entitled to adjust its Rates without City Council permission to account for any changes in Applicable Law that levy, assess, or increase an existing surcharge, fee, assessment, or tax, however denominated, on the collection and disposal/processing of solid waste and recyclable materials.

# 7. PERFORMANCE BOND

WM shall furnish the City with a performance bond in an amount equal to the first year contract price.

# 8. DEFAULT AND TERMINATION

Except as otherwise provided in Section 11 (Force Majeure), the failure of either Party to perform a material obligation under this Agreement shall be considered a breach of this Agreement, and the breaching Party shall be in default. In the event of default, the non-defaulting Party shall give written notice to the other Party of the default, and the defaulting Party shall have: (i) ten (10) days from the receipt of the notice to cure any failure to pay money under this Agreement, or (ii) thirty (30) days from the receipt of the notice to cure any other default under this Agreement. If the defaulting Party fails to cure the breach within the allotted time, the non-defaulting Party may, at its option, immediately terminate the Agreement by written notice to the defaulting Party and pursue all remedies provided by the Agreement and Applicable Laws. Under no circumstances shall either Party be liable for any consequential, indirect, punitive or special damages for any alleged default under this Agreement.

# 9. INDEPENDENT CONTRACTOR

WM shall perform the Collection Services as an independent contractor. WM, its officers, employees, agents, contractors or subcontractors, are not and shall not be considered employees, agents or servants of the City for any purpose whatsoever under this Agreement or otherwise. WM at all times shall have exclusive control of the performance of the Collection Services. Nothing in this Agreement shall be construed to give City any right or duty to supervise or control WM, its officers, employees, agents, contractors, or subcontractors, or to determine the manner in which WM shall perform its obligations under the Agreement.

# 10. SUBCONTRACTORS

WM shall not use subcontractors to perform the Collection Services described hereunder unless WM has obtained prior written approval from the City, which approval shall not be unreasonably delayed or withheld. In the event that written approval is obtained, WM shall remain liable to the City for the subcontractor's performance of the Collection Services as if they were being provided by WM itself.

# 11. FORCE MAJEURE

Except for the failure to make payment when due, neither party shall be in default for its failure to perform or delay in performance caused by an Uncontrollable Circumstance, and the affected party shall be excused from performance during the occurrence of such events. For purposes of this Agreement, "Uncontrollable Circumstances" means any act of terrorism, act of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, pandemics, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, labor unrest (e.g., strikes, lockouts, or other labor disturbances), acts of domestic or foreign governments or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of a party.

# 12. <u>INDEMNIFICATION</u>

- a. WM agrees to indemnify, defend, and hold City harmless from and against all claims and actions, causes of action, suits, debts, damages, liabilities and costs whatsoever, including but not limited to reasonable attorneys' fees and costs of defense, based upon or arising out of WM's breach of this Agreement, or based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused by the negligent acts or omissions or willful misconduct of WM, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Agreement.
- b. Article XII, Section 11 of the Ohio Constitution prohibits Ohio cities from agreeing to openended indemnification and hold harmless terms. Except as otherwise stated herein and to the fullest extent
  permitted by Ohio law, City agrees to indemnify, defend, and hold WM harmless from and against all claims
  and actions, causes of action, suits, debts, damages, liabilities and costs whatsoever, including but not limited
  to reasonable attorneys' fees and costs of defense, based upon or arising out of City's breach of this
  Agreement, or based upon or arising out of any injuries (including death) to persons, or damage to property,
  to the extent caused by the negligent acts or omissions or willful misconduct of City, or any of its directors,
  officers, elected or appointed officials, employees, agents, or subcontractors, in the performance of this
  Agreement.
- c. Notwithstanding any provision in this Agreement to the contrary, WM shall not be responsible for any damage to driving surfaces that is the result of ordinary wear and tear during the performance of the Collection Services.
- d. The indemnification obligations of this section shall survive the termination or expiration of this Agreement for any reason.

# 13. INSURANCE

WM shall maintain at its own cost and expense the following minimum limits of occurrence-based insurance during the term of this Agreement:

	Type	Amount
A.	Worker's Compensation	Statutory
B.	Employer's Liability	\$500,000
C.	Comprehensive General Liability	\$500,000 per occurrence \$1,000,000 aggregate
D.	Automobile Liability (owned and non-owned) i. Bodily Injury ii. Property Damage Liability	\$1,000,000 per occurrence \$500,000 per occurrence
E.	Excess/Umbrella	\$500,000 per occurrence

The City, its elected and appointed officials and employees, shall be included as additional insured parties under the CGL, Automobile and Excess/Umbrella coverages. Prior to commencement of the Collection Services, WM shall deliver to City certificate(s) of insurance evidencing the required coverages. The certificate(s) shall provide that any change restricting or reducing coverage, or the cancellation of any policies under which certificates are issued, shall not be valid unless at least 30 days' written notice of change or cancellation is provided.

# 14. MISCELLANEOUS PROVISIONS

- a. This Agreement shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns.
  - b. This Agreement shall be construed in accordance with the laws of the State of Ohio.
- c. All written notification required by this Agreement shall be effective upon receipt and delivered by Certified Mail, Return Receipt Requested, overnight delivery by a nationally-recognized overnight delivery service, or by hand delivery to the Party's address below:

If to WM: Waste Management of Ohio, Inc.

Fairborn Hauling 1700 N. Broad St. Fairborn, OH 45234

Attn: Public Sector Sales Representative or District Manager

If to City: City of New Carlisle, Ohio

331 S. Church Street New Carlisle, OH 45344 Attn: City Manager

- d. If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the Parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision.
- e. WM shall submit an annual report as to its services provided under this Agreement to the City and the Clark County Waste Management District.
- f. The City may proclaim such rules and regulations relating to the collection, transportation, and disposal of Refuse, Recyclables, and Yard Waste as may be necessary from time-to-time, and to the

extent such rules or regulations conflict with the requirements of this Agreement, WM shall be entitled to an adjustment in Rates for any demonstrated cost increases resulting from such new rules or regulations.

- g. 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 by 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 able to perform the work to which the agreement relates.
- h. No contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the agreement on account of race, color, religion, sex, age, disability or military status as defined by Section 4112.01 of the Revised Code, national origin, or ancestry.
- i. Both parties certify that they are currently in compliance with and will continue to adhere to the Ohio Ethics Law as provided by Sections 102.03 and 102.04 of the Revised Code.
- j. Both parties agree that in the performance of this agreement there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or any other factor specified in the Civil Rights Act of 1964 and subsequent amendments. Also included is the Americans with Disabilities Act. It is further agreed that both parties will fully comply with all applicable Federal and State laws regarding such discrimination and the right to and method of appeal will be made available to all persons served pursuant to the terms of this agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date above.

WASTE MANAGEMENT OF OHIO, INC.

By:

Name: Device I gretz

Title: Area Vice President

CITY OF NEW CARLISLE, OHIO

By:

Name: Rang Bridge

Title: City Manager

Approved as to Form:

By:

Jacob M. Jeffries, Law Divecto

# **EXHIBIT A**

# WM RATES

# LOW VOLUME CART SERVICE 64-Gallon Trash Cart <u>and</u> 64-Gallon Recyclable Cart

PRICE PER MONTH	PRICE PER QUARTER
Year 1 Monthly Rate: \$ 14.61	Year 1 Quarterly Rate: \$ 43.83
Year 2 Monthly Rate: \$ 15.34	Year 2 Quarterly Rate: \$ 46.02
Year 3 Monthly Rate: \$ 16.11	Year 3 Quarterly Rate: \$ 48.33

 $<sup>{\</sup>it *Please see page 9 of proposal for Recycling Processing Offset Fee which applies to all listed rates (Low Volume, Standard, and Senior) when applicable.*}$ 

# STANDARD CART SERVICE 96-Gallon Trash Cart and 96-Gallon Recyclable Cart

PRICE PER MONTH	PRICE PER QUARTER
Year 1 Monthly Rate: \$ 17.70	Year 1 Quarterly Rate: \$ 53.10
Year 2 Monthly Rate: \$ 18.59	Year 2 Quarterly Rate: \$ 55.77
Year 3 Monthly Rate: \$ 19.52	Year 3 Quarterly Rate: \$ 58.56

# SENIOR CART SERVICE 35-Gallon Trash Cart and 35-Gallon Recyclable Cart

PRICE PER MONTH	PRICE PER QUARTER
Year 1 Monthly Rate: \$ 12.00	Year 1 Quarterly Rate: \$ 36.00
Year 2 Monthly Rate: \$ 12.60	Year 2 Quarterly Rate: \$ 37.80
Year 3 Monthly Rate: \$ 13.23	Year 3 Quarterly Rate: \$ 39.69

EXTRA CART – <u>TRASH</u> 64-Gallon Cart		
PRICE PER MONTH	PRICE PER QUARTER	
Year 1 Monthly Rate: \$ 11.70	Year I Quarterly Rate: \$ 35.10	
Year 2 Monthly Rate: \$ 11.70	Year 2 Quarterly Rate: \$ 35.10	
Year 3 Monthly Rate: \$ 11,70	Year 3 Quarterly Rate: \$ 35.10	

EXT	RA CART – <u>TRASH</u> 96-Gallon Cart
PRICE PER MONTH	PRICE PER QUARTER
Year 1 Monthly Rate: \$ 13.50	Year 1 Quarterly Rate: \$ 40.50
Year 2 Monthly Rate: \$ 13.50	Year 2 Quarterly Rate: \$ 40.50
Year 3 Monthly Rate: \$ 13.50	Year 3 Quarterly Rate: \$ 40.50

EXTRA CART – <u>RECYCLING</u> 64-Gallon Cart		
PRICE PER MONTH	PRICE PER QUARTER	
Year 1 Monthly Rate: \$ 7.25	Year 1 Quarterly Rate: \$ 21.75	
Year 2 Monthly Rate: \$ 7.25	Year 2 Quarterly Rate: \$ 21.75	
Year 3 Monthly Rate: \$ 7.25	Year 3 Quarterly Rate: \$ 21.75	

EXTRA CART – <u>RECYCLING</u> 96-Gallon Cart		
PRICE PER MONTH	PRICE PER QUARTER	
Year 1 Monthly Rate: \$ 7.25	Year 1 Quarterly Rate: \$ 21.75	
Year 2 Monthly Rate: \$ 7.25	Year 2 Quarterly Rate: \$ 21.75	
Year 3 Monthly Rate: \$ 7.25	Year 3 Quarterly Rate: \$ 21.75	

Appliance pickup with CFC removal: \$75.00

# Recyclable Materials Offset Fee

If recycling processing cost reaches \$50/ton, WM will pass on such cost at the rate of seven cents/unit/month for every \$5.00 incremental increase starting \$50/ton and above. For example, if the processing cost is \$54.00/ton, there would be an adjustment of seven cents/unit/month to cover the additional cost of recycling. When the recycle processing cost remains under \$50/ton, no additional charges will apply.

Additional Processing Cost above \$50.00/Ton	Additional per unit charge
≤ \$49.99	per month 0
\$50.00	0.07
\$55.00	0.14
\$60.00	0,21
\$65.00	0.28
\$70.00	0.35
\$75.00	0.42
\$80.00	0.49
\$85.00	0.56
\$90.00	0.63

Note: The cost pass-through will continue at the same ratio of per unit charge to cost increase per ton (i.e. \$0.07/\$5.00) beyond \$90.00/ton.

# EXHIBIT B

# RECYCLABLES SPECIFICATIONS

RECYCLABLES must be dry, loose (not bagged) and include ONLY the following:

Aluminum cans – empty	Newspaper
PET bottles with the symbol #1 – with screw tops only – empty	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.)  – empty	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
PP plastic bottles and tubs with symbol # 5 – empty	Uncoated printing, writing and office paper
Steel and tin cans - empty	Old corrugated containers/cardboard (uncoated)
Glass food and beverage containers – brown, clear, or green – empty*	Magazines, glossy inserts and pamphlets

NON-RECYCLABLES include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Mirrors	Window or auto glass
Light bulbs	Coated cardboard
Porcelain and ceramics	Plastics not listed above including but not limited to those with symbols #3*, #4*, #6*, #7* and unnumbered
Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics,
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils
Any paper Recyclable materials or pieces of paper Recyclables less than 4" in size in any dimension	Propane tanks, batteries
Cartons*	Aseptic Containers*

<sup>\*</sup> These materials may be deemed Recyclables upon written consent of WM, which may be withdrawn upon notice to City if there is no commercially viable market.

# ADDITIONAL SPECIFICATIONS:

Contained materials may not have more than 10% Non-Recyclables or any Excluded Materials. Carts or Bins with more than 10% Non-Recyclables may be delivered to the designated transfer or disposal facility for disposal. "Excluded Materials" means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic

format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances.

Contractor reserves the right, upon notice to City, to reclassify Recyclables as Non-Recyclables for such period of time that the cost process, transport and market such materials exceeds its then-current value.

# **ORDINANCE 2023-34**

CREATING THE HONEY CREEK TAX INCREMENT FINANCING INCENTIVE DISTRICTS; DECLARING IMPROVEMENTS TO THE PARCELS WITHIN EACH INCENTIVE DISTRICT TO BE A PUBLIC PURPOSE AND EXEMPT FROM REAL PROPERTY TAXATION; REQUIRING THE OWNERS OF THOSE PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES; ESTABLISHING A MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF THOSE SERVICE PAYMENTS; REQUIRING THE DISTRIBUTION OF A PORTION OF THOSE SERVICE PAYMENTS TO THE TECUMSEH LOCAL SCHOOL DISTRICT AND THE SPRINGFIELD-CLARK CAREER TECHNOLOGY CENTER; AND SPECIFYING THE PUBLIC INFRASTRUCTURE IMPROVEMENTS THAT BENEFIT OR SERVE PARCELS IN THE INCENTIVE DISTRICT.

**WHEREAS,** this Council desires to facilitate the development of a residential subdivision with approximately 360 single-family residential units within the City in order to increase available housing options within the City (the "*Project*"); and

**WHEREAS**, in order to develop the Project, it is necessary to construct certain public infrastructure improvements; and

**WHEREAS**, this Council, pursuant to ORC Sections 5709.40, 5709.42 and 5709.43 (collectively, the "*TIF Act*"), is authorized to declare improvements to real property to be a public purpose, exempt those improvements from real property taxation, and require owners of the real property to make service payments in lieu of taxes in an amount equal to such exempted taxes and require the distribution of a portion of the service payments to the Tecumseh Local School District and the Springfield-Clark Career Technology Center; and

WHEREAS, to facilitate the development of the Project and pay the associated costs of the necessary public infrastructure improvements from service payments in lieu of taxes, this Council has determined to create the Honey Creek Incentive District #1, Honey Creek Incentive District #2, Honey Creek Incentive District #3, Honey Creek Incentive District #4, Honey Creek Incentive District #5, Honey Creek Incentive District #6, Honey Creek Incentive District #7, Honey Creek Incentive District #8, Honey Creek Incentive District #9 and Honey Creek Incentive District #10 (each an "Incentive District", and collectively the "Incentive Districts") pursuant to the TIF Act, the boundaries of which shall be coextensive with the boundaries of, and will include, the parcels of real property within each Incentive District specifically identified and depicted in Exhibit A attached hereto (as currently or subsequently configured, the "Parcels", with each of those parcels referred to herein individually as a "Parcel");

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

Section 1. Incentive District Findings and Determinations; Creation of Incentive District. This Council hereby: (i) adopts the Economic Development Plan for the Incentive Districts now on file with the Clerk of the City Council, (ii) accepts and adopts the City Engineer's certification to this Council and

the City Engineer's findings set forth therein (a) that the public infrastructure serving the Incentive Districts is inadequate to meet the development needs of the Incentive District as evidenced by the Economic Development Plan and (b) that each Incentive District is less than 300 acres in size and enclosed by a contiguous boundary, (iii) finds and determines that the Project will place additional demand on the Public Infrastructure Improvements within each Incentive District, (iv) finds and determines that the City sent written notice of the public hearing regarding this ordinance by first class mail to each owner of real property within each of the proposed Incentive Districts at least 30 days prior to such hearing, which notice included a map of the proposed Incentive District as well as the overlay area required by ORC Section 5709.40(C)(2), (v) finds and determines that this Council has not received a request from the owner of any real property within any of the proposed Incentive Districts to exclude that owner's property from the Incentive District, (vi) finds and determines that notice of this ordinance has been delivered to the Board of Education of Tecumseh Local School District and the Board of Education of Springfield-Clark Career Technology Center in accordance with and within the time periods prescribed in ORC Sections 5709.40 and 5709.83, and (vii) finds and determines that notice of this ordinance was delivered to the Clark County Board of County Commissioners in accordance with and within the time periods prescribed in ORC Sections 5709.40, and that the City did not receive an objection from the Board of County Commissioners with respect to this ordinance. This Council hereby ratifies the giving of all such notices. Pursuant to the TIF Act, this Council creates the Incentive District, the boundaries of which are coextensive with the boundaries of, and include, the Parcels specifically identified and depicted in Exhibit A attached hereto.

# Public Infrastructure Improvements. This Council designates the following public infrastructure improvements, together with any public infrastructure improvements hereafter designated by ordinance, as public infrastructure improvements made, to be made or in the process of being made by the City that benefit or serve, or that once made will benefit or serve, the Parcels within each Incentive District (the "Public Infrastructure Improvements"): roadway improvements including, without limitation, construction of roadway improvements, acquisition of related rights of way and easements, water system improvements, sanitary sewer improvements, storm drainage improvements, pedestrian sidewalks and bike paths, street lights, gas facilities, electrical facilities and all appurtenances thereto, and the maintenance of roadway improvements within and adjacent to the Incentive Districts. The costs of the improvements include but are not limited to, those costs listed in ORC Section 133.15(B).

Section 3. <u>Life of the Incentive District; Authorization of Tax Exemption.</u> The life of each Incentive District commences with the first tax year in which at least \$2,000,000 (aggregate market value for all Parcels within the Incentive District) of building Improvements would first appear on the tax list and duplicate of real and public utility property for Parcels within the applicable

Incentive District were it not for the exemption granted in this ordinance and ends for each Incentive District on the earlier of (a) 30 years after such commencement for such Incentive District or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of the TIF Act (the "Incentive District Life").

Pursuant to and in accordance with the provisions of ORC Section 5709.40(C), this Council hereby declares that the increase in assessed value of each Parcel subsequent to the effective date of this ordinance (which increase in assessed value is hereinafter referred to as the "*Improvement*," as defined in ORC Section 5709.40(A)) is a public purpose, with 100% of such Improvement to each Parcel exempt from taxation for the Incentive District Life for the applicable Incentive District.

#### Section 4.

Service Payments and Property Tax Rollback Payments. Pursuant to ORC Section 5709.42, the owner of each Parcel is hereby required to make annual service payments in lieu of taxes with respect to the Improvement to that Parcel to the applicable county treasurer (the "County Treasurer") on or before the final dates for payment of real property taxes. Each service payment in lieu of taxes, including any penalties and interest at the then current rate established for real property taxes (collectively, the "Service" Payments"), will be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable against the Improvement if it were not exempt from taxation pursuant to Section 3 of this ordinance. The Service Payments, and any other payments with respect to each Improvement that are received by the County Treasurer in connection with the reduction required by ORC Sections 319.302, 321.24, 323.152 and 323.156, as the same may be amended from time to time, or any successor provisions thereto as the same may be amended from time to time (the "*Property Tax Rollback Payments*"). will be deposited and distributed in accordance with Section 6 of this ordinance.

# Section 5.

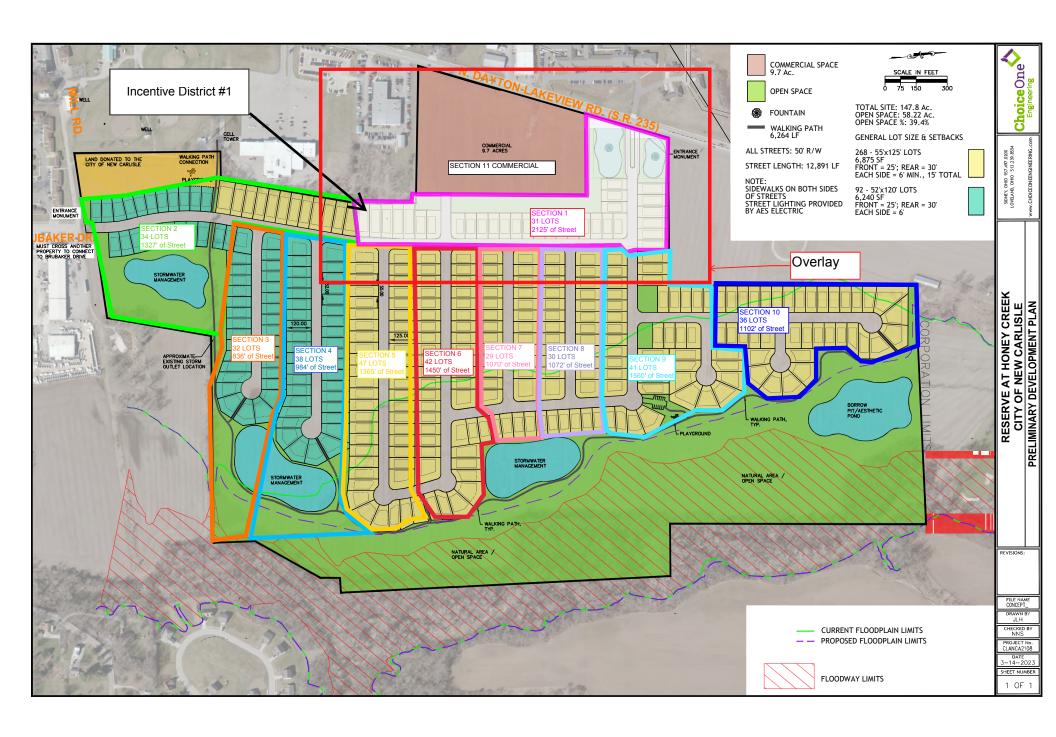
TIF Fund. This Council hereby establishes the New Carlisle Municipal Public Improvement Tax Increment Equivalent Fund (the "TIF Fund") and, within such fund, an account for each Incentive District (the "Honey Creek TIF Accounts"). The TIF Fund shall be maintained in the custody of the City and the Honey Creek TIF Accounts shall receive all distributions to be made to the City pursuant to Section 6 of this ordinance. Those Service Payments and Property Tax Rollback Payments received by the City with respect to the Improvement of each Parcel and so deposited pursuant to the TIF Act shall be used solely for the purposes authorized in the TIF Act and this ordinance (as it may be amended or supplemented). The Honey Creek TIF Accounts shall remain in existence so long as such Service Payments and Property Tax Rollback Payments are collected and used for the aforesaid purposes, after which time the Honey Creek TIF Accounts shall be dissolved and any incidental surplus funds remaining therein transferred to the City's General Fund, all in accordance with the TIF Act.

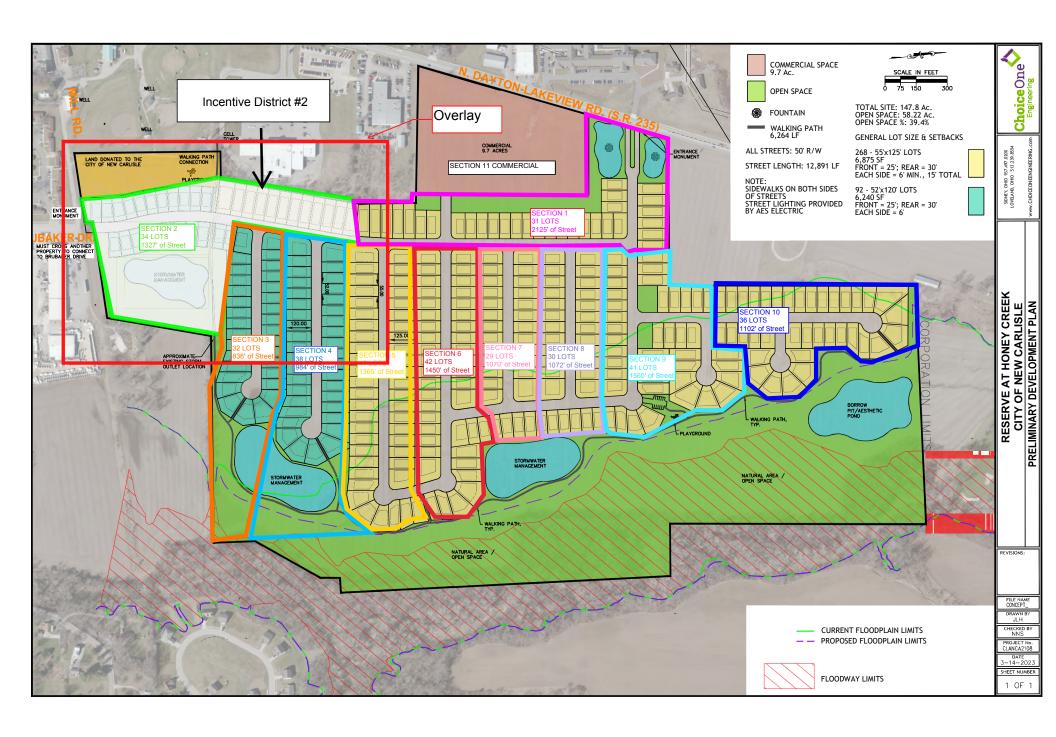
- Section 6. <u>Distribution of Funds</u>. Pursuant to the TIF Act, during the Incentive District Life for each Incentive District, the County Treasurer is requested to distribute to the Tecumseh Local School District and the Springfield-Clark Career Technology Center an amount equal to the amount that the school district and joint vocational school district would otherwise have received as real property tax payments (including the applicable portion of any Property Tax Rollback Payments) derived from the Improvements from each Parcel if the improvement had not been exempted from taxation by this ordinance, and all remaining Service Payments to the City, for further deposit into the TIF Fund. The City shall use all such amounts deposited into the TIF Fund for payment of costs of the Public Infrastructure Improvements, including, without limitation, debt charges on any notes or bonds issued to pay or reimburse finance costs or costs of those Public Infrastructure Improvements. Such distributions required under this Section are requested to be made at the same time and in the same manner as real property tax distributions.
- Section 7. Further Authorizations. This Council hereby authorizes and directs the City Manager, the Assistant City Manager, the Director of Law and the Finance Director, or other appropriate officers of the City to deliver a copy of this ordinance to the Ohio Department of Development and to make such arrangements as are necessary and proper for collection of the Service Payments. This Council further authorizes the City Manager, the Assistant City Manager, the Director of Law and the Finance Director, or other appropriate officers of the City to prepare and sign all agreements and instruments and to take any other actions as may be appropriate to implement this ordinance.
- Section 8. Open Meetings. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this ordinance were taken in an open meeting of this Council or any of its committees, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including ORC Section 121.22.
- <u>Section 9.</u> <u>Effective Date.</u> This ordinance is effective on the earliest date permitted by law.

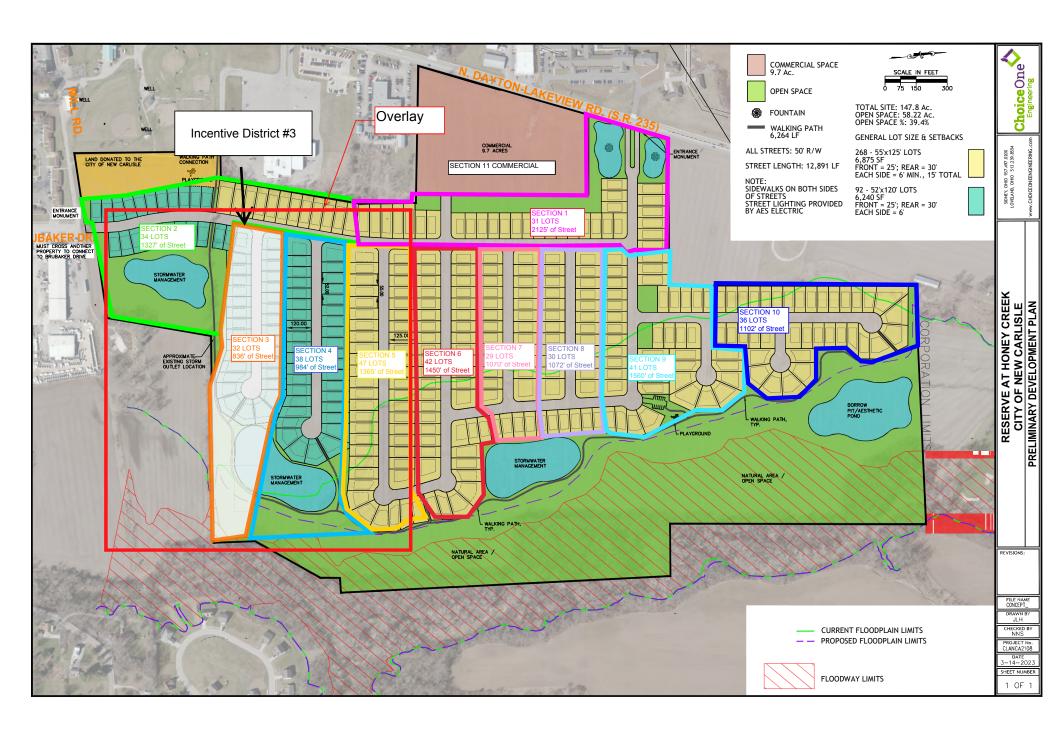
Passed this	day of	, 2023.
		Mike Lowrey, Mayor
		Emily Berner, Clerk of Council
APPROVED A	AS TO EODM:	
ATTROVED	AS TO FORM.	
Jake Jeffries, DI	RECTOR OF LAW	

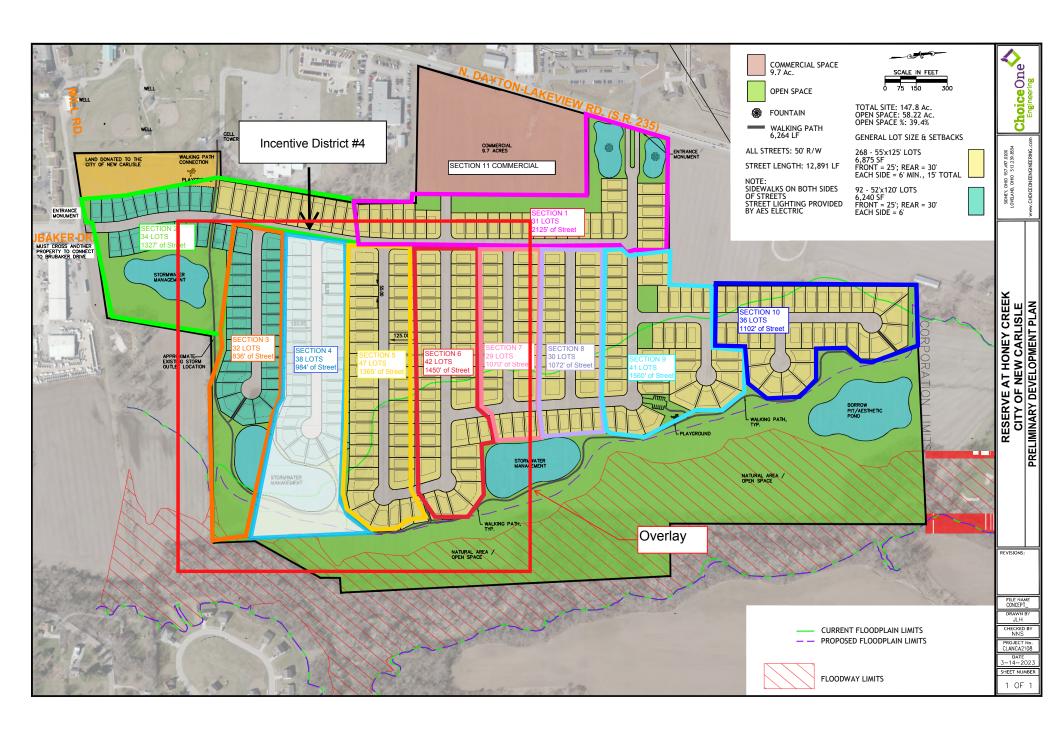
2nd:		
Eggleston	Y	N
Bahun	Y	N
Lindsey	Y	N
Mayor Lowrey	Y	N
Vice Mayor Grimm	Y	N
Rodewald	Y	N
Cook	Y	N
Totals:		4
	Pass	Fail

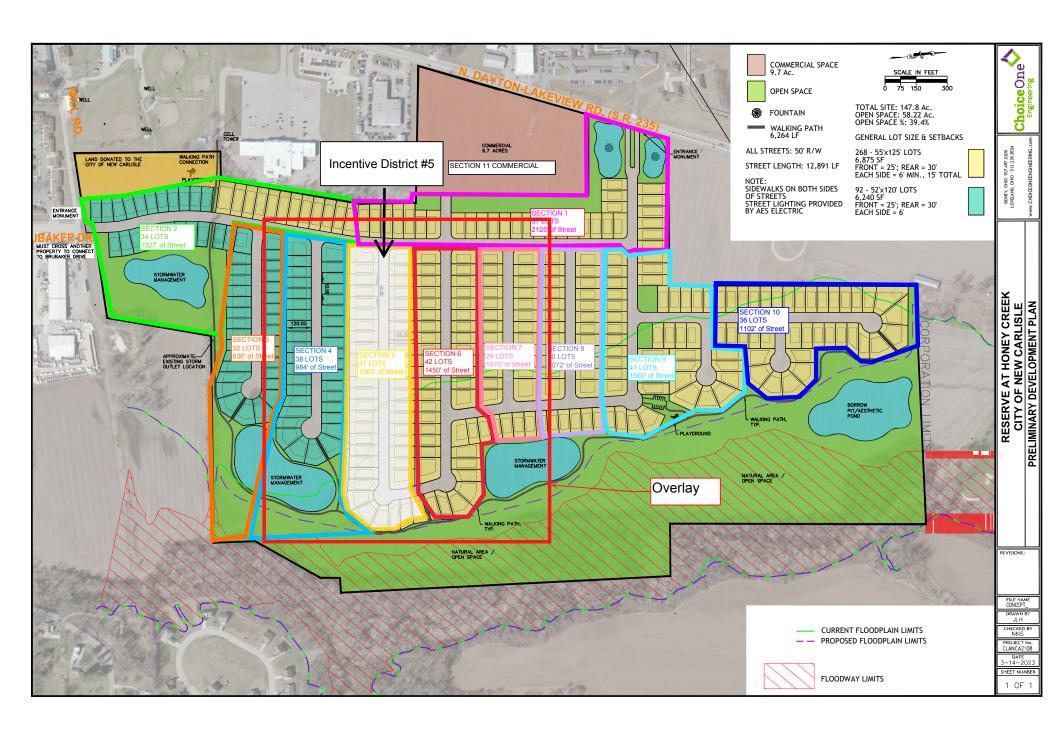
First Reading: 05/15/2023 Second Reading: 06/05/2023 Third Reading/Action: 07/17/2023

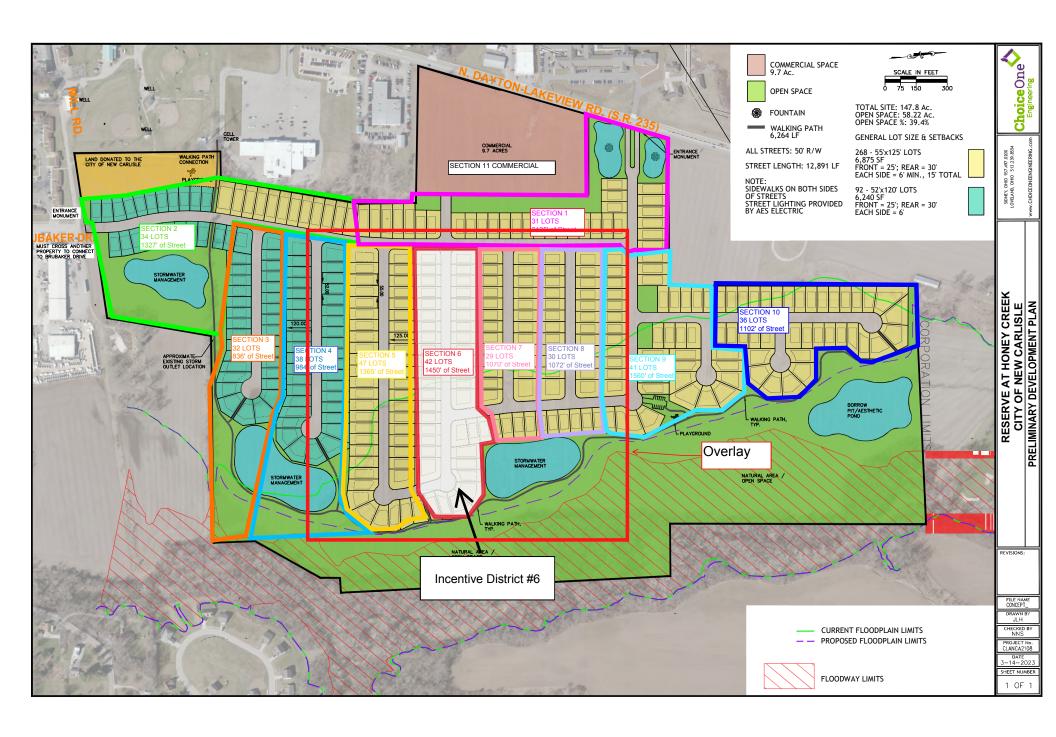


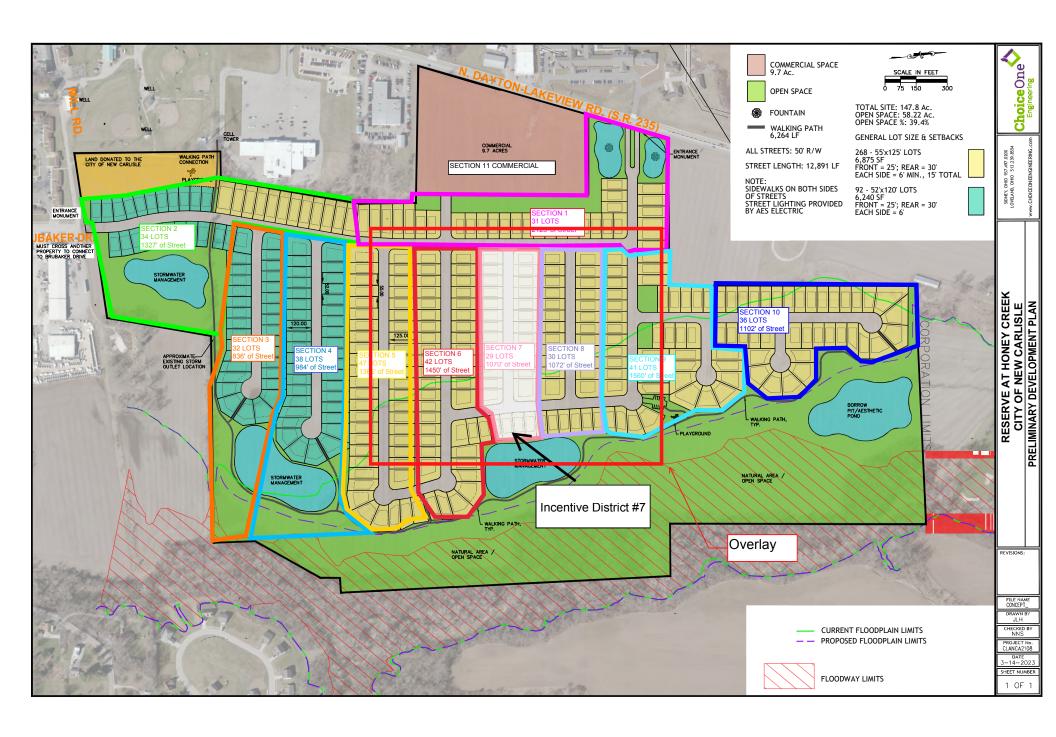


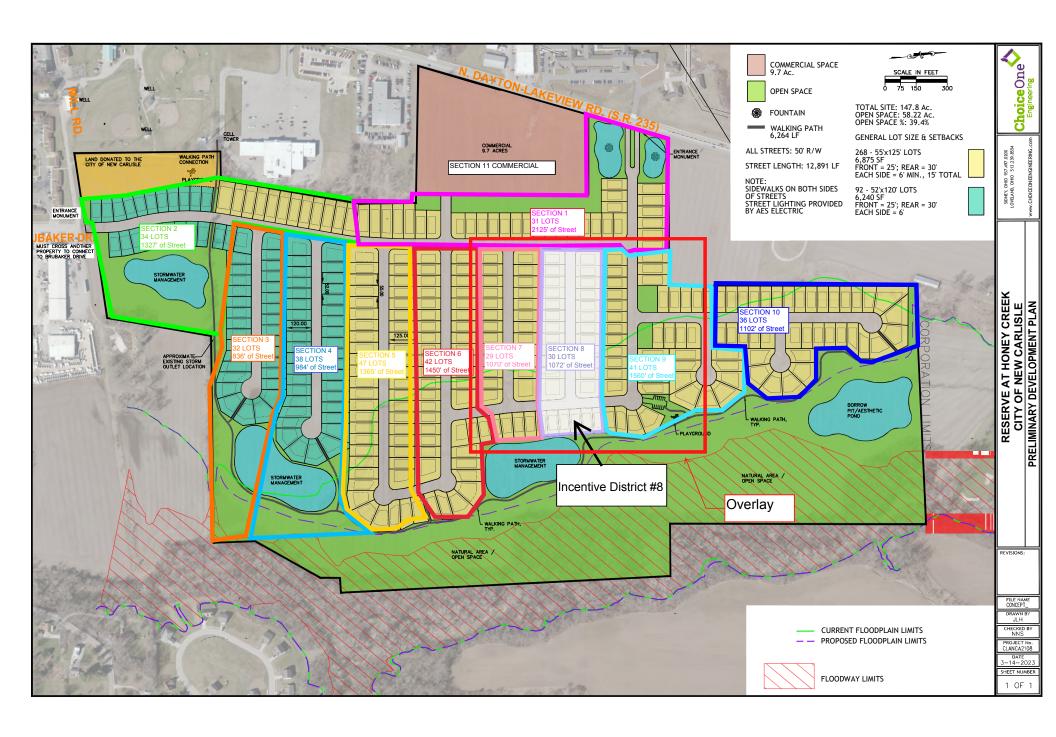


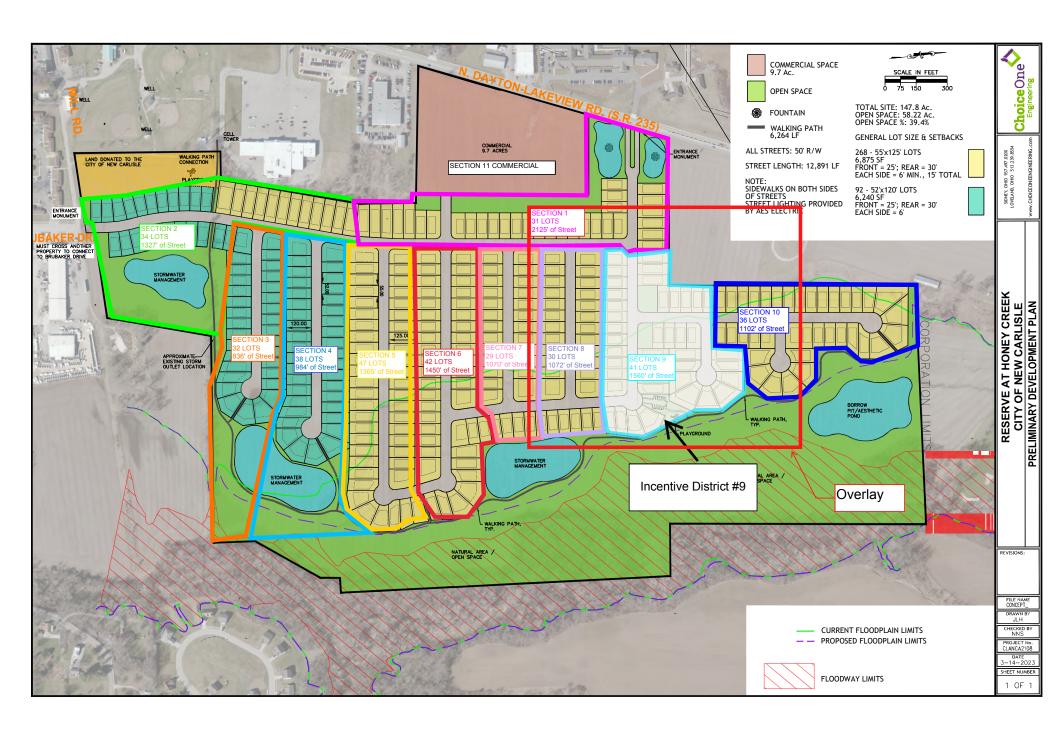


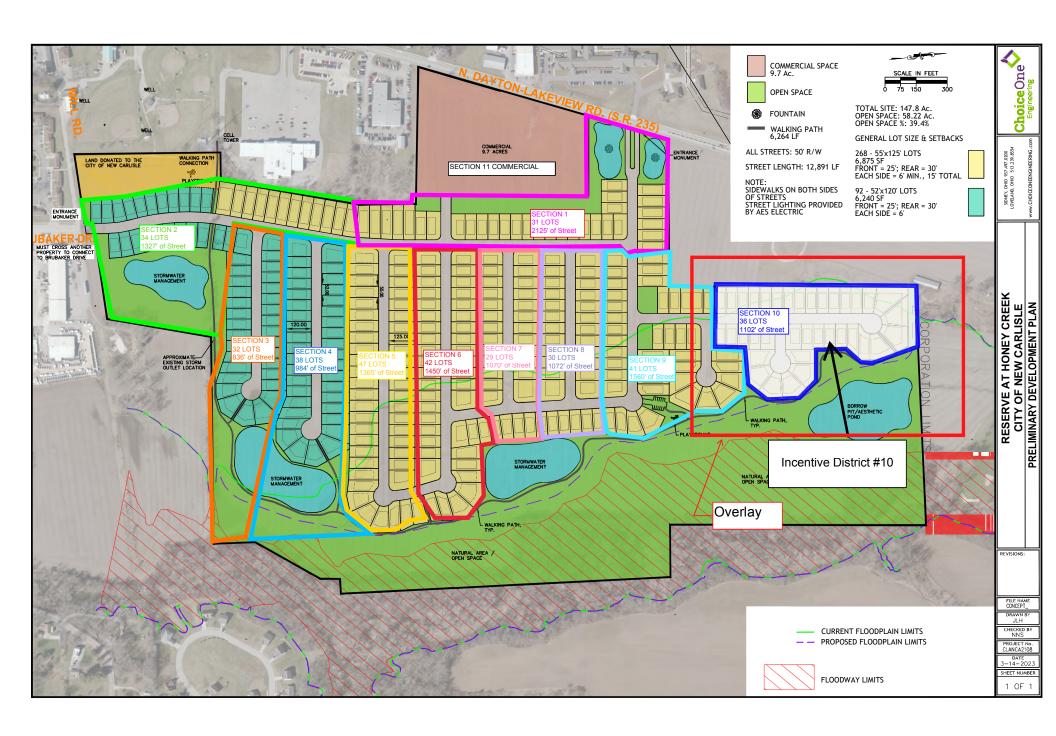












# CITY OF NEW CARLISLE, OHIO ECONOMIC DEVELOPMENT PLAN RESERVE AT HONEY CREEK

July 3, 2023

RESIDENTIAL INCENTIVE DISTRICTS

# The Plan

The purpose of this Economic Development Plan (this "Plan") is to satisfy the requirement of Section 5709.40(A)(5)(f) of the Ohio Revised Code, which requires that an economic development plan evidence that the public infrastructure serving proposed residential tax increment financing incentive districts is inadequate to meet the development needs of the districts. This Plan has been developed to continue the efficient and effective development of the City of New Carlisle, Ohio (the "City").

# **Proposed Development**

This Plan relates to a development in the City referred to as Reserve at Honey Creek.

Reserve at Honey Creek is a development planned to consist of approximately 360 single family homes. Creating a new, single family residential development will help increase property values in the area and increase housing options in the City. Sales prices for the single family homes are currently expected to range between \$300,000 and \$325,000 depending on product type and square footage. The property is currently undeveloped – there are no buildings or structures on the property.

The above described properties are referred to herein as the "Incentive Districts" or the "Property". The current development plans for the Property are contained in <u>Attachment A</u>.

# **Proposed Incentive Districts**

The City is considering the creation of residential Tax Increment Financing (TIF) Incentive Districts (the "Incentive Districts") encompassing the proposed single family portions of the Reserve at Honey Creek development. The Incentive Districts are essential to fund the necessary infrastructure improvements for the development described below and will also create a neighborhood that will continue to grow over time and increase the City's collection of income taxes and, over time, real property taxes for the City and other taxing subdivisions.

# **Public Infrastructure Improvements**

Payments in lieu of taxes collected from the proposed Incentive Districts will fund public infrastructure improvements necessary to support the residential development, including, without limitation, approximately 12,825 lineal feet of new public streets, 570 lineal feet of road widening on SR 235, 13,000 lineal feet of new water main, 8,000 feet of new storm sewer, and 12,100 feet of new sanitary sewer, and the acquisition of all necessary rights of way.

The public infrastructure improvements will help solve existing infrastructure needs in the City and improve the capacity of infrastructure to handle the increased demand placed on it by the development of the Property, all of which will help to attract new families to the City, increase property values and support the increase of needed housing stock. The City will benefit as a whole from the creation of the Reserve at Honey Creek development and construction of the Public Infrastructure Improvements.

# **Analysis and Assessment**

The proposed residential developments described in this Plan will help the City to enhance the safety and functionality of the community's roadway system as well as play a vital role in the growth and preservation of the community through planned development.

The proposed residential developments will create an urgent need for infrastructure upgrades in this area of the City. The proposed Incentive Districts will assist in financing public infrastructure improvements vital to the growth and development of the Property but will also aid in attracting new families, a vital factor to the overall development of the City.

This project will allow the City to upgrade its roadway system. The proposed residential developments will provide desired housing for population growth and a strengthened tax base for the City.

# **Conclusion**

Residential development has been an important catalyst to the City's economic development success, and the Property will serve as a catalyst for success in the economic development of the City. The residential development will provide the desired housing for the growing population, while the public infrastructure improvements will support the residential development, and provide for new economic development in the City. The proposed Incentive Districts are located in an area identified by the City for growth and development. This project will provide critical family housing and necessary supporting infrastructure as the City's population and commercial activity increases.

# **Attachments**

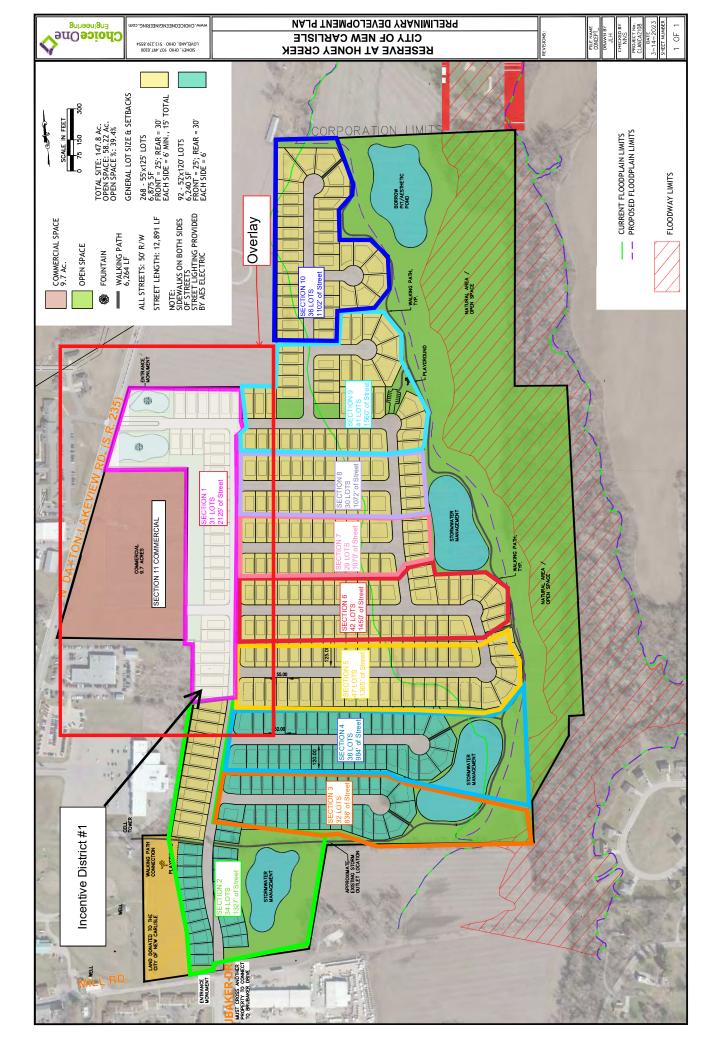
**Attachment A: Current development plans for the Districts** 

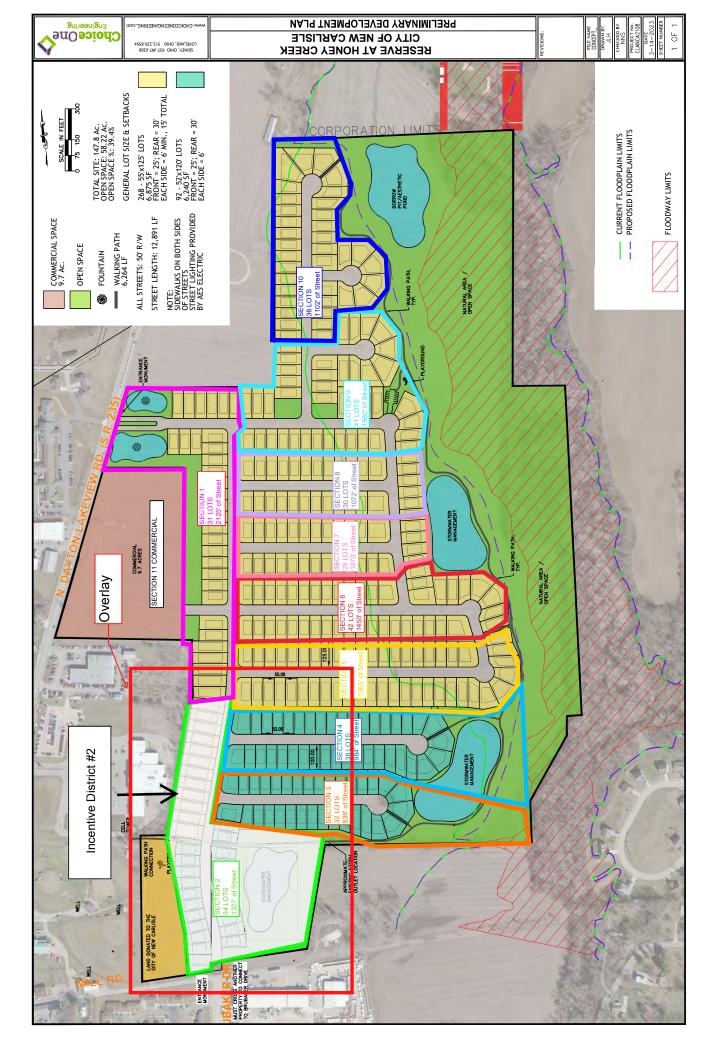
# CERTIFICATE OF CITY ENGINEER PURSUANT TO OHIO REVISED CODE SECTION 5709.40(A)(5)(f)

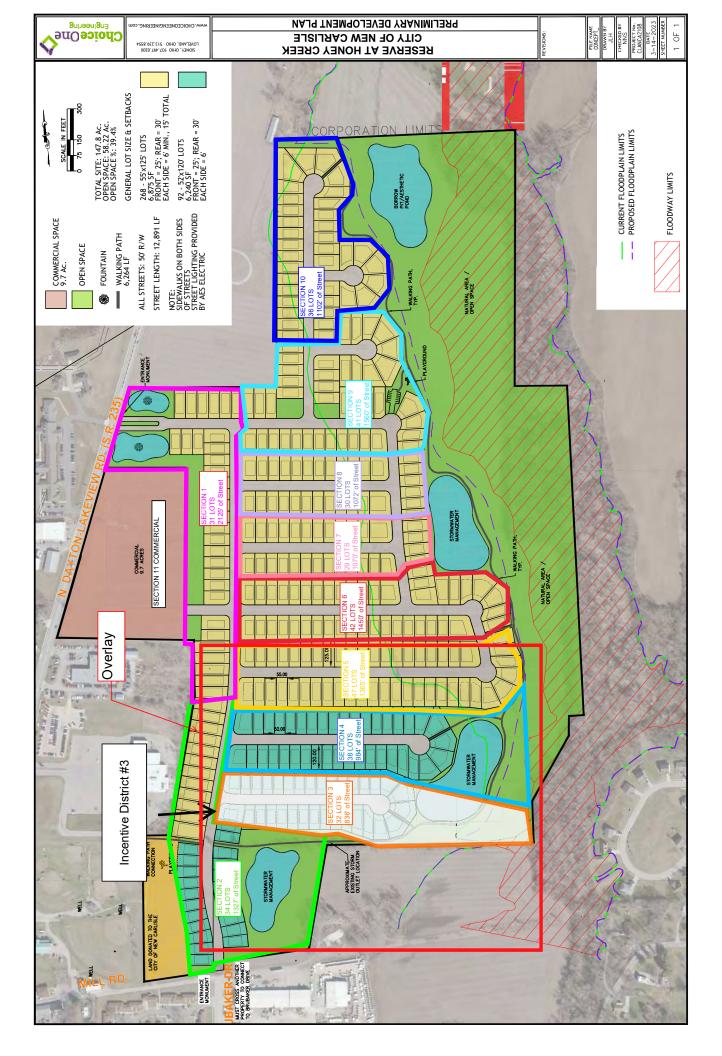
The developer of the Incentive Districts shown on the attached maps intends to develop residential subdivisions with approximately 360 single-family residential units within the City in order to increase available housing options within the City. Each of the Incentive Districts shown on the attached maps is less than 300 acres in size and have a continuous boundary. Pursuant to Ohio Revised Code Section 5709.40(A)(5)(f), I hereby certify that the public infrastructure serving the Incentive Districts shown on the attached maps is inadequate to meet the development needs of the districts as evidenced by the development plans for the districts.

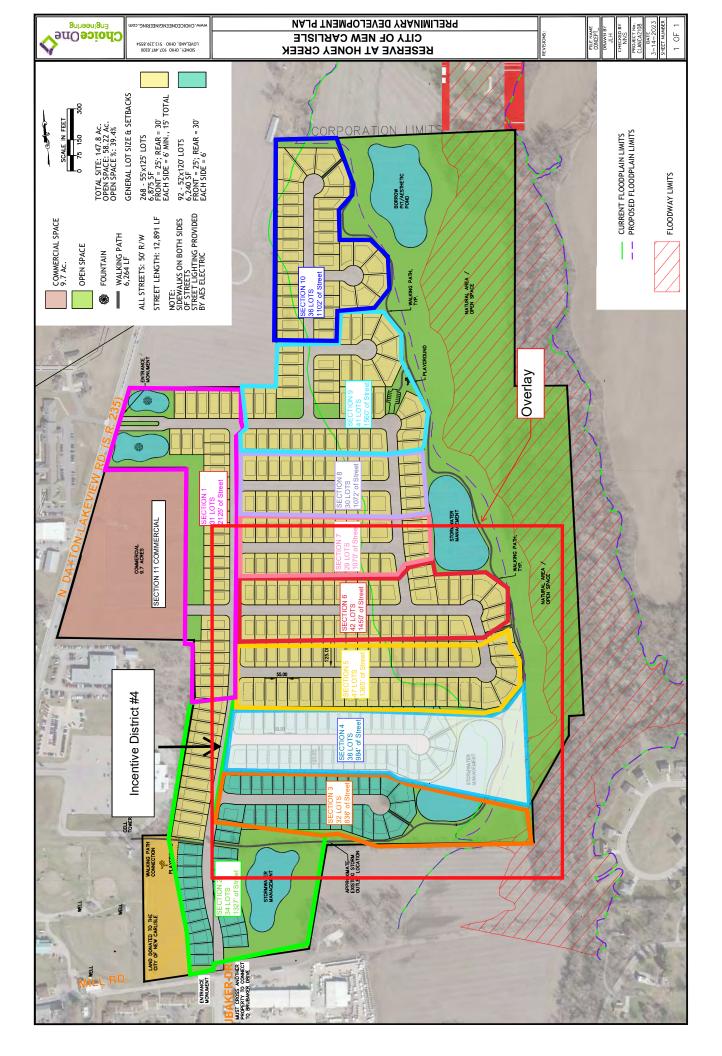
City Engineer City of New Carlisle, Ohio

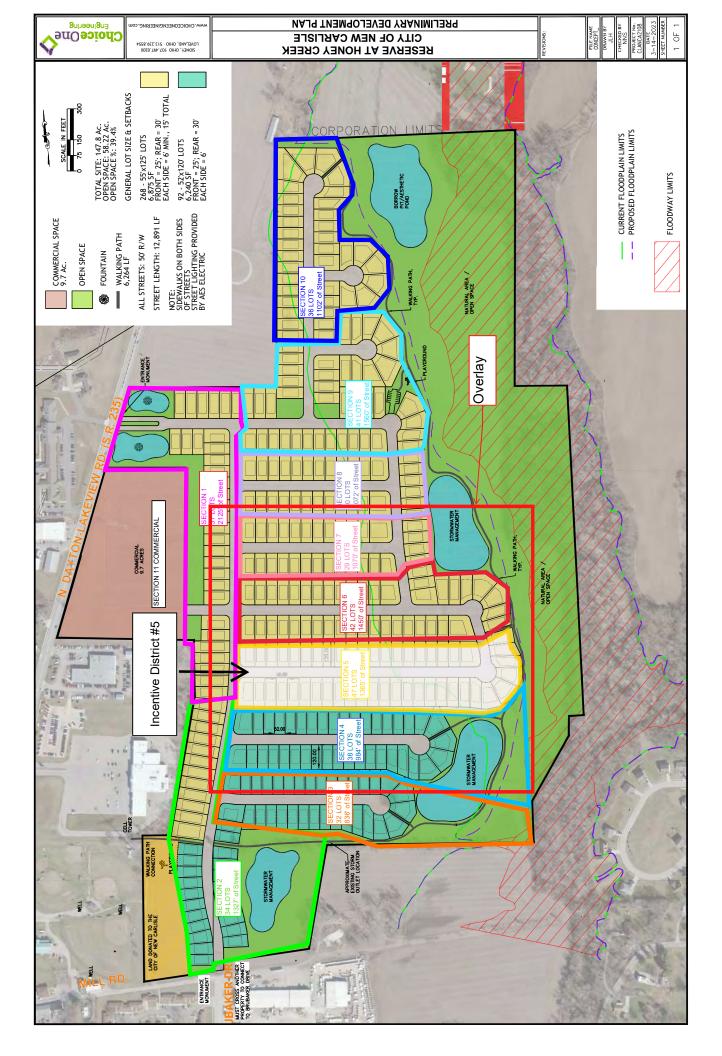
# **Attachment A**

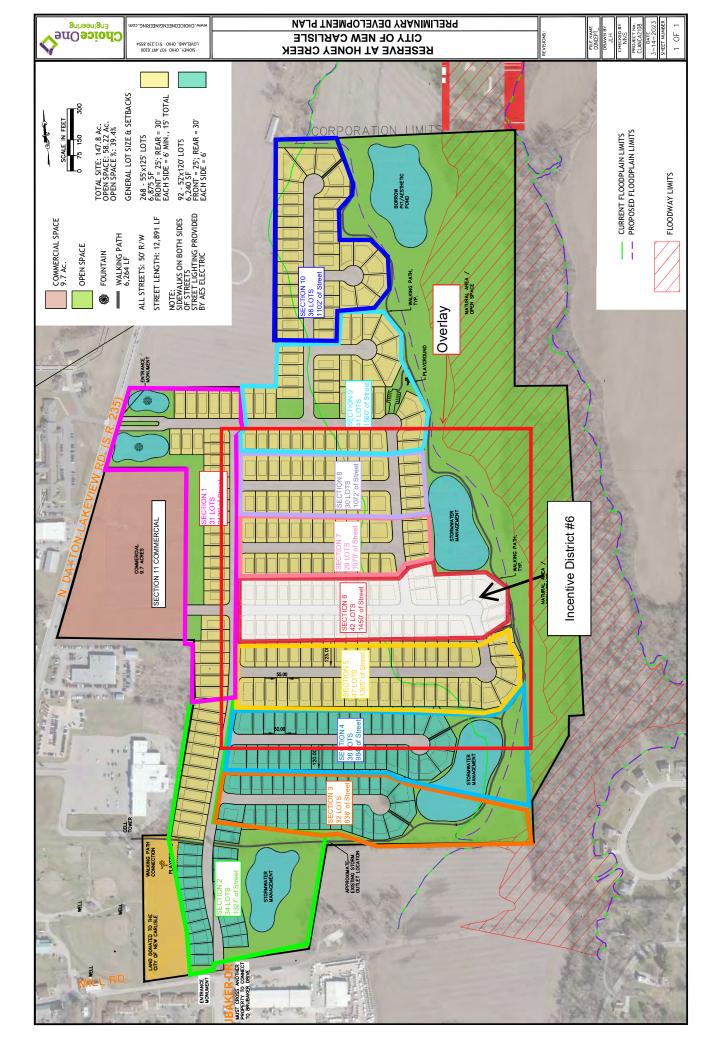


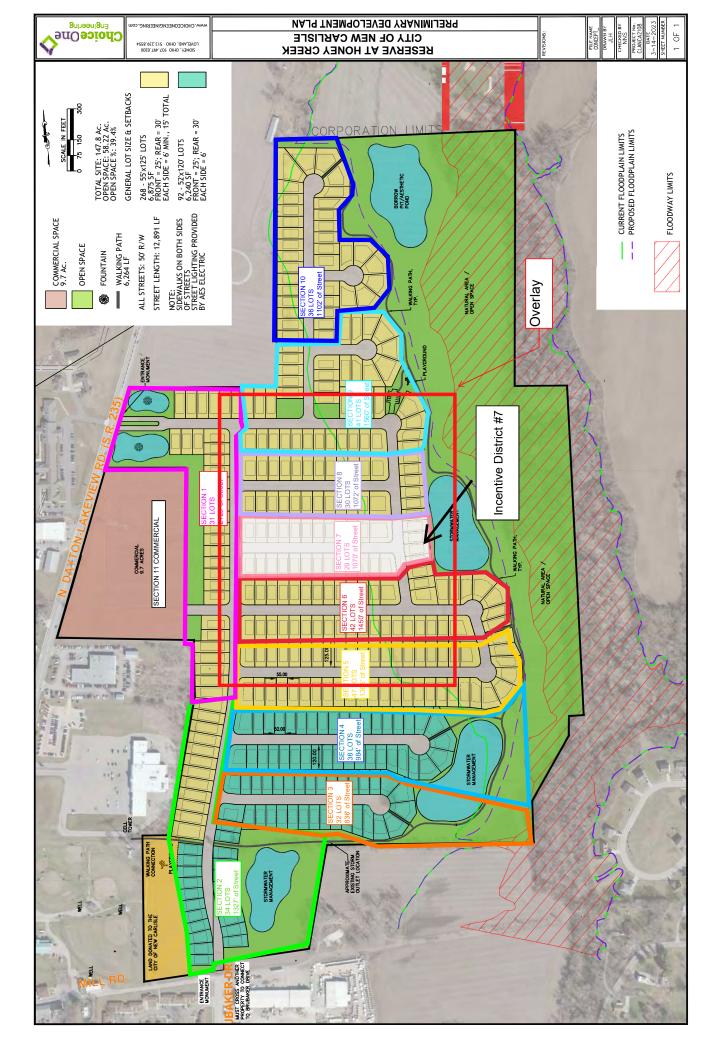


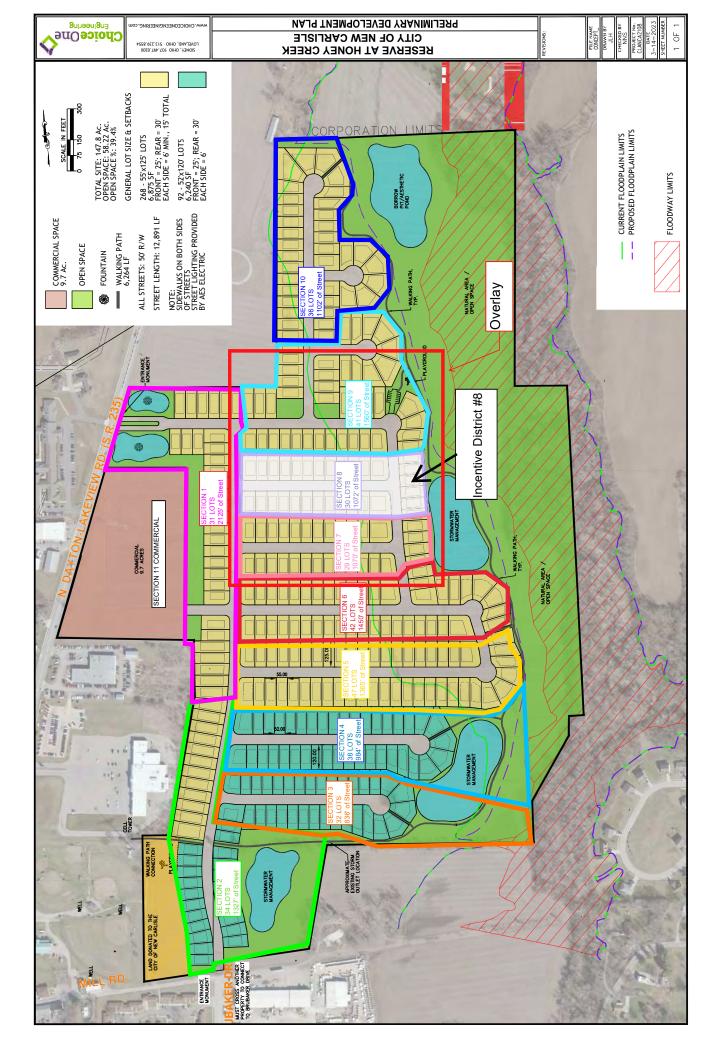


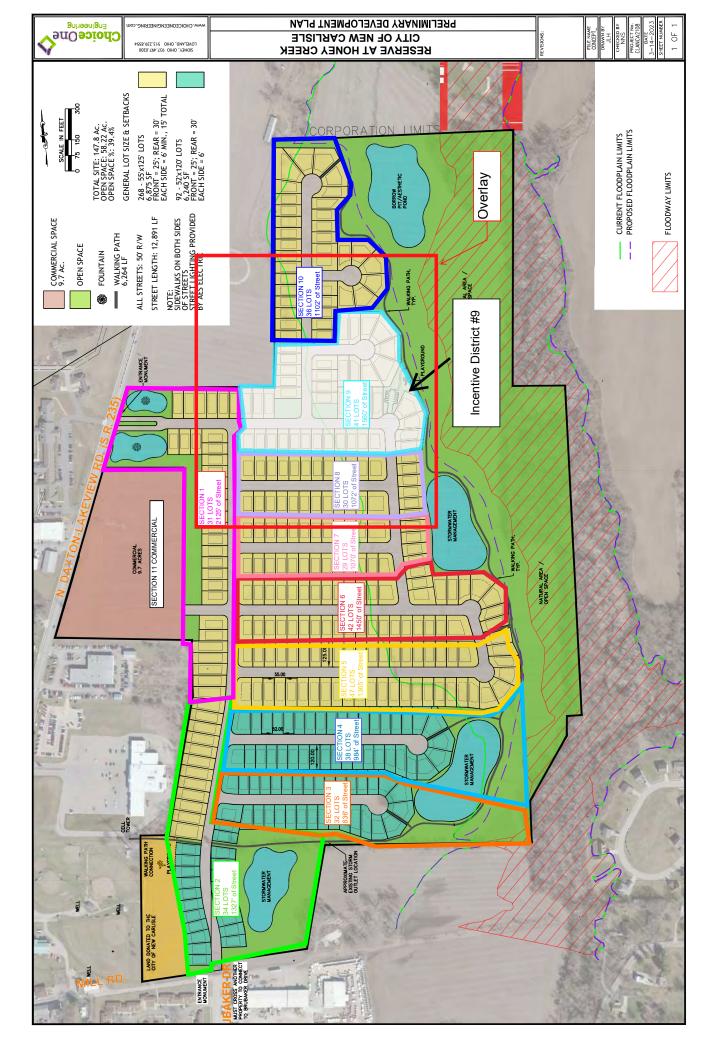


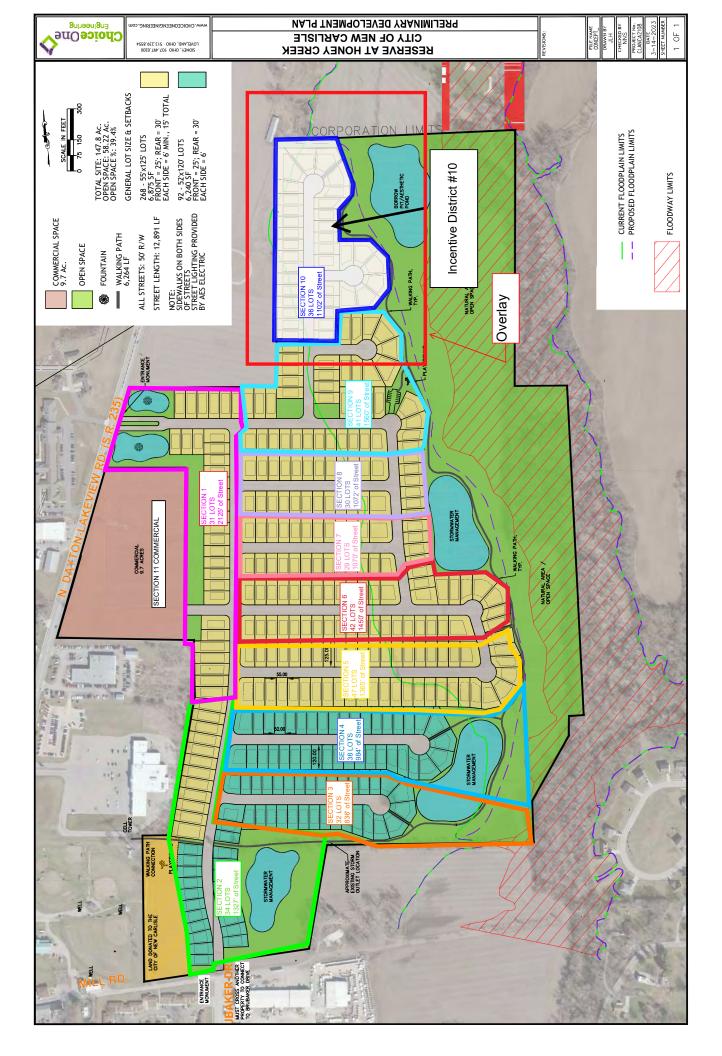












#### **ORDINANCE 2023-41**

# AN ORDINANCE ADOPTING THE TAX BUDGET FOR THE CITY OF NEW CARLISLE, OHIO FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2024, AND SUBMITTING THE SAME TO THE AUDITOR OF CLARK COUNTY, OHIO

WHEREAS, the Finance Director has heretofore prepared a Tax Budget for the City of New Carlisle, Ohio for the fiscal year beginning January 1, 2024, showing detailed estimates of all balances that will be available at the beginning of 2024 for the purposes of such fiscal year, including all general and special taxes, levies, fees, costs, percentages, penalties, allowances, prerequisites, and all other classes or types of revenues; also estimates of all expenditures or charges in or for the purposes of such fiscal year to be paid or met from said revenues or balances; and otherwise conforming with the requirements of the law; and

**WHEREAS**, said budget has been made conveniently available for public inspection for at least ten (10) days by having at least two (2) copies thereof on file in the Offices of the City Manager and the Finance Director.

#### NOW, THEREFORE, THE MUNICIPALITY OF NEW CARLISLE HEREBY ORDAINS that:

<u>Section 1.</u> The Tax Budget of the City of New Carlisle, Ohio, for the fiscal year beginning January 1, 2024, heretofore prepared by the Finance Director and submitted to this Council, copies of which are on file in the Office of the City Manager and Finance Director, be and it is hereby adopted as the official Tax Budget of the City of New Carlisle for the fiscal year beginning January 1, 2024.

<u>Section 2.</u> The Clerk of Council be, and hereby is, authorized and directed to certify two (2) copies of said Tax Budget and one (1) of this Ordinance, and to transmit the same to the Auditor of Clark County, Ohio.

Passed this	day of	, 2023.	
	Mike Lowrey, M	AYOR	
	Emily Berner, CLERK (	OF COUNCIL	
APPROVED AS TO FORM:		1st	
		2nd:	
Jake Jeffries, DIRECTOR OF LAW	Eggleston Bahun	Y Y	N
	Lindsey	Y	N N
	Mayor Lowrey		N
	Vice Mayor G		N
	Rodewald	Y	N
	Cook	Y	N
Intro: 06/20/2023 Action: 07/05/2023	1	Γotals:	

Pass

Fail

Effective: 07/20/2023



# 2024 Tax Budget

Intro: June 20, 2023 Action: July 5, 2023

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#### **STATEMENT OF FUND ACTIVITY**

#### Period Beginning 01/01/24

	ESTIMATED	BUDGET YEAR		BUDGET YEAR EXPENDITURES & ENCUMBRANCES				ESTIMATED
FUND	UNENCUMBERED FUND BALANCE 01/01/2024	ESTIMATED RECEIPT 2024	TOTAL AVAILABLE FOR EXPENDITURES	PERSONNEL SERVICE	OTHER	TOTAL	UNENCUMBERED BALANCE 12/31/2024	
GENERAL FUND								
General Fund - 101	1,735,286	1,790,106	3,525,392	961,532	1,122,454	2,083,986	1,441,406	
Totals:	\$ 1,735,286	\$ 1,790,106	\$ 3,525,392	\$ 961,532	\$ 1,122,454	\$ 2,083,986	\$ 1,441,406	
SPECIAL REVENUE FUNDS								
201 - Street Construction	172,666	331,000	503,666	280,940	189,009	469,949	33,717	
202 - State Highway	16,429	26,000	42,429	-	10,000	10,000	32,429	
203 - Street Permissive Tax	74,366	65,000	139,366	92,886	-	92,886	46,480	
204 - Street Improvement Levy	12,393	135,432	147,825	-	27,800	27,800	120,025	
212 - Emergency Ambulance Capital	110,277	33,858	144,135	-	100,800	100,800	43,335	
213 - Emergency Amb Operating	538,724	518,504	1,057,228	323,649	211,900	535,549	521,679	
214 - Fire Capital Equipment	339,721	67,716	407,437	-	1,500	1,500	405,937	
215 - Fire Operating	388,320	272,362	660,682	125,466	275,550	401,016	259,666	
220 - Clerk of Courts Computer	530	1,000	1,530	-	500	500	1,030	
221 - Court Computerization	226	500	726	-	250	250	476	
225 - Health Levy	433	76,000	76,433	-	76,000	76,000	433	
235 - American Rescue Grant	207	-	207		-	-	207	
250 - Police Levy Fund		650,000	1,300,730	-	850,000	850,000	450,730	
802 - Street Lighting Assessment	37,912	98,000	135,912		100,000	100,000	35,912	
Totals:	\$ 2,342,934	\$ 2,275,371	\$ 4,618,305	\$ 822,941	\$ 1,843,309	\$ 2,666,250	\$ 1,952,055	
DEBT SERVICE FUNDS								
301 - General Bond Retirement	7,014	39,467	46,481	-	44,383	44,383	2,098	
302 -Twin Creeks Infrastructure Bonds	124,643	14,500	139,143	-	77,254	77,254	61,889	
Totals:	\$ 131,657	\$ 53,967	\$ 185,624	\$ -	\$ 121,637	\$ 121,637	\$ 63,987	
CAPITAL PROJECT FUNDS								
400 - Government Center	75,001	25,000	100,001	-	-	-	100,001	
550 - Waterworks Capital Improvement	70,709	15,000	85,709	-	5,000	5,000	80,709	
551 - Water Meter Upgrade	102	-	102	-	-	-	102	
560 - Wastewater Capital Improvement	4,744	-	4,744	-	-	-	4,744	
561 - Wastewater Equip Replacement	20,930	8,000	28,930	-	10,600	10,600	18,330	
562 - Wastewater Capital Contingency	2,665	-	2,665	-	-	-	2,665	
Totals:	\$ 174,152	\$ 48,000	\$ 222,152	\$ -	\$ 15,600	\$ 15,600	\$ 206,552	
PERMANENT FUNDS								
705 - Cemetery Perpetual Care	159,289	7,500	166,789	-	1,000	1,000	165,789	
Totals:		\$ 7,500	\$ 166,789	\$ -	\$ 1,000	\$ 1,000	\$ 165,789	
ENTERPRISE FUNDS								
501 - Water Operating	222,398	1,028,500	1,250,898	445,162	971,405	1,416,567	(165,669	
502 - Wastewater Operating			1,496,315	607,420	686,718		202,177	
505 - Swimming Pool		139,000	221,684	59,775	94,150	153,925	67,759	
510 - Cemetery	40,842	72,000	112,842	30,160	149,900	180,060	(67,218)	
Totals:					•			
TOTAL - ALL FUNDS	\$ 5,281,556	\$ 6,518,444	\$ 11,800,000	\$ 2,926,990	\$ 5,006,173	\$ 7,933,163	\$ 3,866,838	
	ESTIMATED UNENCUMBERED FUND	BUDGET YEAR ESTIMATED RECEIPT	TOTAL AVAILABLE FOR EXPENDITURES	PERSONNEL SERVICE	OTHER	TOTAL	ESTIMATED UNENCUMBERED	
	BALANCE 01/01/2024			BUDGET YEAR	EXPENDITURES & EN	CUMBRANCES	BALANCE 12/31/2024	

GENERAL FUND - 101 - Revenues	2024 Budget (Estimated)	2023 Budget	2022 Budget (Actual)	2021 Budget (Actual)	2020 Budget (Actual)
Beginning Fund Balan	ce 1,735,286	2,364,249	1,983,549	1,677,192	1,160,780
Real Estate Tax	190,129	190,129	167,023	163,191	159,899
City Income Tax	1,300,000	1,200,000	1,350,047	1,259,863	1,120,257
Property & Income	Tax 1,490,129	1,390,129	1,517,070	1,423,054	1,280,156
Local Government	55,000	53,259	58,949	55,059	47,858
Estate Tax	-	-	-	-	-
Cigarette Tax	250	250	247	223	223
Liquor License Tax	1,000	1,000	2,863	740	734
Homestead/Rollback	36,977	36,977	25,045	25,374	25,782
Cable & Trash Franchise Tax	50,000	53,000	48,758	52,766	53,064
Intergovernmental & Franch	ise 143,227	144,486	135,862	134,162	127,661
Grass & Weed Cutting	8,000	6,000	10,313	6,362	2,977
Public Nuisance Abatements	-	500	3,456	643	-
Special Assessme	nts 8,000	6,500	13,769	7,005	2,977
Zoning Permits & Fees	6,000	6,000	6,389	5,201	4,417
Fines, Costs & Forfeitures	20,500	15,000	9,225	3,720	525
Fines, Licenses, & Pern	nits 26,500	21,000	15,614	8,921	4,942
Cellular Tower Lease Receipts	15,000	15,000	14,835	14,950	33,800
Shelter House Rental	30,000	18,000	22,040	15,488	5,233
Charges for Serv	45,000	33,000	36,875	30,438	39,033
Interest	75,250	54,000	52,599	3,118	16,559
Investment Earnin	gs 75,250	54,000	52,599	3,118	16,559
Sale of Assets	-	-	-	-	-
Miscellaneous Donations	-	-	-	18	-
Miscellaneous Receipts	2,000	1,000	4,808	41,637	165,707
Miscellaneous - System Adjust	-	-	-	-	-
Prior Period Expense Reimbursement	-	-	53	-	-
Miscellaneo	2,000	1,000	4,861	41,655	165,707
Water Tower Program Reimbursement	-	-	28,875	28,875	57,750
Transfer In - Income Tax Withholding	<u>-</u>	-	-	-	-
Transi		-	28,875	28,875	57,750
	\$ 1,790,106	\$ 1,650,115	\$ 1,805,525	\$ 1,677,228	\$ 1,694,785
Total General Fund Revenue	2024 Tax Budget	2023 Budget	2022 Budget (Actual)	2021 Budget (Actual)	2020 Budget (Actual)

GENERAL FUND - 101 - Expenditures	2024 Budget (Estimated)	2023 Budget	2022 Budget (Actual)	2021 Budget (Actual)	2020 Budget (Actual)
CITY COUNCIL					
Personnel Services	51,888	52,262	45,584	48,770	44,928
Other	14,600	14,200	4,279	6,518	6,113
Total Council Expenses	\$ 66,488	\$ 66,462	\$ 49,863	\$ 55,288	\$ 51,041
CITY MANAGER					
Personnel Services	237,887	183,586	173,075	115,108	98,052
Other	18,414	21,200	6,594	9,261	4,395
Total City Manager Expense	\$ 256,301	\$ 204,786	\$ 179,669	\$ 124,369	\$ 102,447
FINANCE					
Personnel Services	427,948	402,914	333,418	282,437	224,620
Other	244,210	237,500	158,988	196,763	182,508
Total Finance Expense	\$ 672,158	\$ 640,414	\$ 492,406	\$ 479,200	\$ 407,128
PLANNING					
Personnel Services	120,084	200,519	90,220	104,065	54,415
Other	96,481	102,750	51,270	59,212	19,819
Total Planning Expenses	\$ 216,565	\$ 303,269	\$ 141,490	\$ 163,277	\$ 74,234
LAW DIRECTOR					
Personnel Services	-	-	-	-	-
Other	75,000	70,000	36,456	18,376	26,773
Total Law Director Expenses	75,000	70,000	36,456	18,376	26,773
PARKS	20.045	400 =04	0.100.1	20.540	27.004
Personnel Services	99,815	103,734	24,234	39,549	37,824
Other Tatal Bark Turana	137,457	131,000	35,050	41,301	31,631
Total Park Expense SPECIAL EVENTS	\$ 237,272	\$ 234,734	\$ 59,284	\$ 80,850	\$ 69,455
Personnel Services					
Other	-	-	-		-
	32,000	32,000	20,222	16,477	604
TOTAL SPECIAL EVENTS LANDS & BUILDINGS	\$ 32,000	\$ 32,000	\$ 20,222	\$ 16,477	\$ 604
Personnel Services					
Other	262,000	483,000	239,738	121,906	151 002
Total Lands & Buildings Expense			\$ 239,738	\$ 121,906	151,992 <b>\$ 151,992</b>
Total Lands & Buildings Expense	262,000	ş 403,000	ф 239,736	φ 121, <del>3</del> 00	φ 151, <del>39</del> 2
MAYOR'S COURT					
Personnel Services	22.040	00.700	2.000		
Other	23,910	23,708	3,989	47.707	-
Total Mayor's Court Expense	29,292 <b>\$ 53,202</b>	\$ 50,908	11,725 <b>\$ 15,714</b>	17,767 <b>\$ 17,767</b>	- e
	φ 33,202	ψ 30,300	φ 13,714	φ 17,707	-
MISCELLANEOUS					
Personnel Services	-		-		-
Other Tatal Missallanaus Synansa	103,000	108,500 <b>\$ 108,500</b>	64,983	71,361	67,037
Total Miscellaneous Expense	\$ 103,000	\$ 108,500	\$ 64,983	\$ 71,361	\$ 67,037
TRANSFERS Personnel Services					
	-	-	405.000	-	- 207 000
Other Total Transfer Synanse	110,000	85,000	125,000	222,000	227,662
Total Transfer Expense  Beginning Balance	·				
Total Revenues	1,100,000	2,364,249 1,650,115	1,983,549	1,677,192	1,160,780 1,694,785
	, ,		1,805,525	1,677,228	1,694,785 2,855,565
Total Available for Expenditures  Total Expenses		4,014,364	3,789,074	3,354,420	2,855,565 1,178,373
Encumbrances - Misc. adjs	,,	2,279,073	1,424,825	1,370,871 2,813	1,1/8,3/3
Net Difference		(5) (628,958)	380,700	303,544	516,412
General Fund Ending Fund Balance	(,,			\$ 1,983,549	\$ 1,677,192
General Fund Linding Fund Balance	2024	Ψ 1,135,200			
	2024 Tax Budget	2023 Budget	2022 Budget (Actual)	2021 Budget (Actual)	2020 Budget (Actual)

### **SPECIAL REVENUE FUNDS**

Street Construction - FUND 201	2024 Budget (Estimated)	2023 Budget (Estimated)	2022 Budget (Actual)	2021 Budget (Actual	2020 Budget (Actual)
Revenues					
Motor Vehicle License	50,000	45,000	50,008	50,819	52,040
State Gasoline Tax	280,000	275,000	284,636	290,569	272,013
Intergovernmental	330,000	320,000	334,644	341,388	324,053
Miscellaneous Receipts	1,000	500	1,107	500	1,265
Prior Period Expense Reimbursement	-	-	-	-	-
General Fund Transfer	-	-	-	-	-
Miscellaneous	1,000	500	1,107	500	1,265
Total Revenues	\$ 331,000	\$ 320,500	\$ 335,751	\$ 341,888	\$ 325,318
Expenses					
Personnel Services	280,940	250,990	209,868	213,431	203,627
Other	189,009	153,550	95,037	72,805	55,818
Total Expenses	\$ 469,949	\$ 404,540	\$ 304,905	\$ 286,236	\$ 259,445
Beginning Balance	172,666	256,705	225,859	170,207	104,334
Total Revenues	331,000	320,500	335,751	341,888	325,318
Total Available for Expenditures	503,666	577,205	561,610	512,095	429,652
Total Expenses	469,949	404,540	304,905	286,236	259,445
Encumbrances	-	-	-	4,228	-
Net Difference	(138,949)	(84,040)	30,846	51,424	65,873
Ending Street Construction Fund Balance	\$ 33,717	\$ 172,665	\$ 256,705	\$ 225,859	\$ 170,207

State Highway - FUND 202		2024 Budget (Estimated)	2023 Budget	2022 Budget (Actual)	2021 Budget (Actual)	2020 Budget (Actual)
Revenues						
Motor Vehicle License		4,000	4,000	4,055	4,120	4,219
State Gasoline Tax		22,000	22,000	23,079	23,560	22,055
Intergovern	mental	26,000	26,000	27,134	27,680	26,274
Transfer In from Americal Rescue Funds		-	217,500	-	-	-
Miscell	aneous	-	-	-	-	-
Total Rev	enues	\$ 26,000	\$ 243,500	\$ 27,134	\$ 27,680	\$ 26,274
Expenses						
Personnel Services		-	-	-	-	-
Other		10,000	397,000	4,670	7,837	5,097
Total Exp	enses	\$ 10,000	\$ 397,000	\$ 4,670	\$ 7,837	\$ 5,097
Beginning E	alance	16,429	169,930	147,466	127,623	106,446
Total Rev	enues/	26,000	243,500	27,134	27,680	26,274
Total Available for Expen	ditures	42,429	413,430	174,600	155,303	132,720
Total Ex	penses	10,000	397,000	4,670	7,837	5,097
Encumb	rances	-	(1)	-	-	-
Net Diff	erence	16,000	(153,500)	22,464	19,843	21,177
Ending State Highway Fund Ba	alance	\$ 32,429	\$ 16,429	\$ 169,930	\$ 147,466	\$ 127,623

Street Permissive Tax - FUND 203	2024 Budget (Estimated)	2023 Budget	2022 Budget (Actual)	2021 Budget (Actual)	2020 Budget (Actual)
Revenues					
Vehicle Permissive Tax	65,000	62,000	69,455	71,074	61,177
Intergovernmental	65,000	62,000	69,455	71,074	61,177
Miscellaneous	-	-	-	-	562
Prior Year Expense	-	-	-	-	-
Miscellaneous	-	-	-	-	562
Total Revenues	\$ 65,000	\$ 62,000	\$ 69,455	\$ 71,074	\$ 61,739
Expenses					
Personnel Services	92,886	87,492	44,375	34,705	38,981
Other	-	-	-	-	-
Total Expense	\$ 92,886	\$ 87,492	\$ 44,375	\$ 34,705	\$ 38,981
Beginning Balance	74,366	99,859	74,779	38,410	15,652
Total Revenue	65,000	62,000	69,455	71,074	61,739
Total Available for Expenditures	139,366	161,859	144,234	109,484	77,391
Total Expense	92,886	87,492	44,375	34,705	38,981
Net Difference	(27,886)	(25,492)	25,080	36,369	22,758
Ending Street Permissive Tax Balance	\$ 46,480	\$ 74,367	\$ 99,859	\$ 74,779	\$ 38,410

Street Imp	rovement Levy - FUND 204	2024 Budget (Estimated)	2023 Budget	2022 Budget (Actual)	2021 Budget (Actual)	2020 Budget (Actual)
Revenues						
Real Estate Taxes		114,957	114,957	118,724	116,403	113,600
Homestead/Rollback		20,475	20,475	17,049	17,281	17,558
	Intergovernmental	135,432	135,432	135,773	133,684	131,158
Miscellaneous	Transfer in from General Fund 2019	-	-	-	-	-
	Miscellaneous	-	-	-	-	-
	Total Revenues	\$ 135,432	\$ 135,432	\$ 135,773	\$ 133,684	\$ 131,158
Expenses						
Personnel Services		-	-	-	-	-
Other		27,800	283,078	27,616	146,797	167,296
	Total Expenses	\$ 27,800	\$ 283,078	\$ 27,616	\$ 146,797	\$ 167,296
	Beginning Balance	12,393	160,040	51,883	64,996	101,134
	Total Revenue	135,432	135,432	135,773	133,684	131,158
	Total Available for Expenditures	147,825	295,472	187,656	198,680	232,292
	Total Expense	27,800	283,078	27,616	146,797	167,296
	Net Difference	107,632	(147,646)	108,157	(13,113)	(36,138)
	Ending Street Improvement Levy Balance	\$ 120,025	\$ 12,394	\$ 160,040	\$ 51,883	\$ 64,996

Emergency Ambulance Capital - FUND 212	2024 Budget (Estimated)	2023 Budget	2022 Budget (Actual)	2021 Budget (Actual)	2020 Budget (Actual)
Revenues					
Real Estate Taxes	28,739	28,739	29,384	28,935	1
Homestead / Rollback	5,119	5,119	4,220	4,277	7,813
Tangible Property Tax Loss Reimbursement	-	-	-	-	-
Intergovernmenta	33,858	33,858	33,604	33,212	7,814
Miscellaneous	-	-	-	-	-
Miscellaneou	-	-	-	-	-
Total Revenues	\$ 33,858	\$ 33,858	\$ 33,604	\$ 33,212	\$ 7,814
Expenses					
Personnel Services	-	-	-	=	-
Other	100,800	800	580	539	261,518
Total Expenses	\$ 100,800	\$ 800	\$ 580	\$ 539	\$ 261,518
Beginning Balance	110,277	77,220	44,196	11,523	352,840
Total Revenue	33,858	33,858	33,604	33,212	7,814
Total Available for Expenditures	144,135	111,078	77,800	44,735	360,654
Total Expense	100,800	800	580	539	349,131
Net Difference	(66,942)	33,058	33,024	32,673	(341,317)
Ending Emergency Ambulance Capital Balance	\$ 43,335	\$ 110,278	\$ 77,220	\$ 44,196	\$ 11,523

Emergency Ambulance Operating - FUND 213	2024 Budget (Estimated)	2023 Budget	2022 Budget (Actual)	2021 Budget (Actual)	2020 Budget (Actual)
Revenues					
Real Estate Taxes	216,593	198,166	201,825	197,805	84,585
Homestead/Rollback	21,911	21,911	18,752	19,148	3,592
EMS Grant	-	82,095	682	-	1,660
Intergovernmental	238,504	302,172	221,259	216,953	89,837
Elizabeth Township Contract	-	390,000	347,250	338,999	357,749
Emergency Ambulance Operation Services	280,000	270,000	267,521	280,475	256,912
Contractual	280,000	660,000	614,771	619,474	614,661
Miscellaneous Donation	-	-	-	-	501
Miscellaneous	-	-	10,995	7,000	7,224
Prior Period Expense Reimbursement	-	-	-	-	-
Miscellaneous	-	-	10,995	7,000	7,725
Total Revenues	\$ 518,504	\$ 962,172	\$ 847,025	\$ 843,427	\$ 712,223
Expenses					
Personnel Services	323,649	647,077	493,256	610,200	639,070
Other	211,900	309,945	131,767	199,385	102,370
Total Expenses	\$ 535,549	\$ 957,022	\$ 625,023	\$ 809,585	\$ 741,440
Beginning Balance	538,724	533,575	311,573	263,122	204,726
Total Revenue	518,504	962,172	847,025	843,427	712,223
Total Available for Expenditures	1,057,228	1,495,747	1,158,598	1,106,549	916,949
Total Expense	535,549	957,022	625,023	809,585	741,440
Encumbrance	-	-	-	14,609	87,613
Net Difference	(17,045)	5,150	222,002	19,233	(29,217)
Ending Emergency Ambulance Operating Balance	\$ 521,679	\$ 538,725	\$ 533,575	\$ 311,573	\$ 263,122

Fire Capital Equipment - FUND 214	2024 Budget (Estimated)	2023 Budget	2022 Budget (Actual)	2021 Budget (Actual)	2020 Budget (Actual)
Revenues					
Real Estate Taxes	57,478	57,478	59,362	58,201	56,800
Homestead/Rollback	10,238	10,238	8,524	8,640	8,779
Tangible Property Tax Loss Reimbursement	-	-	•	-	-
Intergovernmental	67,716	67,716	67,886	66,841	65,579
State Fire Department Fire Reporting Grant	-	-	-	-	-
State Grant - Equipment	-	-	-	10,000	-
Grants	-	-	-	10,000	-
Miscellaneous	-	-	-	-	-
Miscellaneous	-	-	-	-	-
Total Revenues	\$ 67,716	\$ 67,716	\$ 67,886	\$ 76,841	\$ 65,579
Expenses					
Personnel Services	-	-	-	-	-
Other	1,500	1,500	1,171	11,090	44,034
Total Expenses	\$ 1,500	\$ 1,500	\$ 1,171	\$ 11,090	\$ 44,034
Beginning Balance	339,721	273,504	206,789	139,915	118,370
Total Revenue	67,716	67,716	67,886	76,841	65,579
Total Available for Expenditures	407,437	341,220	274,675	216,756	183,949
Total Expense	1,500	1,500	1,171	9,967	44,034
Net Difference	66,216	66,216	66,715	66,874	21,545
Ending Fire Capital Equipment Balance	\$ 405,937	\$ 339,720	\$ 273,504	\$ 206,789	\$ 139,915

Fire Operating - FUND 215	2024 Budget (Estimated)	2023 Budget	2022 Budget (Actual)	2021 Budget (Actual)	2020 Budget (Actual)
Revenues					
Real Estate Taxes	245,332	226,905	231,209	226,740	357,899
Homestead/Rollback	27,030	27,030	22,971	23,425	36,517
Intergovernmenta	272,362	253,935	254,180	250,165	394,416
FEMA Grant	_	82,095	-	-	25
Miscellaneous Receipts	-	-	-	-	3,495
Prior Period Expense Reimbursement	-	-	-	-	-
Miscellaneous	-	82,095	-	-	3,520
Total Revenues	\$ 272,362	\$ 336,030	\$ 254,180	\$ 250,165	\$ 397,936
Expenses					
Personnel Services	125,466	109,215	122,151	59,234	61,699
Other	275,550	294,695	130,348	166,271	72,570
Total Expenses	401,016	403,910	252,499	225,505	134,269
Beginning Balance	388,320	456,200	454,519	429,859	166,192
Total Revenue	272,362	336,030	254,180	250,165	397,936
Total Available for Expenditures	660,682	792,230	708,699	680,024	564,128
Total Expense	401,016	403,910	252,499	225,505	134,269
Encumbrance	-	-	-	17,427	
Net Difference	(128,654)	(67,880)	1,681	24,660	263,667
Ending Fire Operating Balance	\$ 259,666	\$ 388,320	\$ 456,200	\$ 454,519	\$ 429,859

Clerk of Courts Computer - FUND 220	2024 Budget (Estimated)	2023 Budget	2022 Budget (Actual)	2021 Budget (Actual)	2020 Budget (Actual)
Revenues					
Fines, Costs, Forteiture (Max \$10@)	1,000	300	430	-	-
Intergovernmenta	1,000	300	430	-	-
Total Revenues	\$ 1,000	\$ 300	\$ 430	\$ -	\$ -
Expenses					
Personnel Services	=	-	-	-	-
Other	500	200	-	-	=
Total Expenses	500	200	-	-	-
Beginning Balance	530	430	-	-	-
Total Revenue	1,000	300	430	-	-
Total Available for Expenditures	1,530	730	430	-	-
Total Expense	500	200	-	-	-
Encumbrance	-	-	-	-	-
Net Difference	500	100	430	-	-
Ending Clerk of Court Computer Fund Balance	\$ 1,030	\$ 530	\$ 430	\$ -	\$ -
Clerk of Courts Computerization - FUND 221	2024 Budget (Estimated)	2023 Budget	2022 Budget (Actual)	2021 Budget (Actual)	2020 Budget (Actual)
Revenues					
Fines, Costs, Forteiture (Max \$3@)	500	200	126	-	-
Intergovernmenta	500	200	126	-	-
Total Revenues	\$ 500	\$ 200	\$ 126	\$ -	\$ -
Expenses					
Expenses Personnel Services	-	-	-	-	-
•	- 250	- 100	-	-	-
Personnel Services			- -	- - -	- -
Personnel Services Other	250	100	- -	- - -	- - -
Personnel Services Other  Total Expenses	250 226	100	- - - 126	- - - -	- - -
Personnel Services Other  Total Expenses Beginning Balance	250 226 500	100 126 200	- - - 126 126	- - - - -	- - - -
Personnel Services Other  Total Expenses Beginning Balance Total Revenue	250 226 500 726	100 126 200		- - - - - -	- - - - - -
Personnel Services Other  Total Expenses Beginning Balance Total Revenue Total Available for Expenditures	250 226 500 726 250	100 126 200 326		- - - - - -	- - - - - -
Personnel Services Other  Total Expenses  Beginning Balance Total Revenue  Total Available for Expenditures  Total Expenses	250 226 500 726 250	100 126 200 326		- - - - - - -	- - - - - - -

Health Levy - FUND 225	2024 Budget (Estimated)	2023 Budget	2022 Budget (Actual)	2021 Budget (Actual)	2020 Budget (Actual)
Revenues					
Real Estate Taxes	66,206	55,018	56,813	55,698	54,355
Homestead/Rollback	9,794	9,794	8,155	8,267	8,399
Intergovernmental	76,000	64,812	64,968	63,965	62,754
Miscellaneous	-	-	-	_	-
Miscellaneous	-	-	-	-	-
Total Revenues	\$ 76,000	\$ 64,812	\$ 64,968	\$ 63,965	\$ 62,754
Expenses					
Personnel Services	-	-	-	-	-
Other	76,000	65,960	64,176	63,176	64,331
Total Expenses	\$ 76,000	\$ 65,960	\$ 64,176	\$ 63,176	\$ 64,331
Beginning Balance	433	1,581	789	(0)	1,577
Total Revenue	76,000	64,812	64,968	63,965	62,754
Total Available for Expenditures	76,433	66,393	65,757	63,965	64,331
Total Expense	76,000	65,960	64,176	63,176	64,331
Net Difference	-	(1,148)	792	789	(1,577)
Ending Health Levy Balance	\$ 433	\$ 433	\$ 1,581	\$ 789	\$ (0)

American Rescue Fund - Federal Grant- FUND 235	2024 Budget (Estimated)	2023 Budget	2022 Budget (Actual)	2021 Budget (Actual)	2020 Budget (Actual)
Revenues					
Federal Grant	-	-	293,955	291,627	-
Intergovernmental	-	-	293,955	291,627	-
Total Revenues	\$ -	\$ -	\$ 293,955	\$ 291,627	\$ -
Expenses					
Personnel Services	ı	-	-		-
Other	-	306,661	148,293	130,421	-
Total Expenses	\$ -	\$ 306,661	\$ 148,293	\$ 130,421	\$ -
Beginning Balance	207	306,868	161,206	-	-
Total Revenue	-	-	293,955	291,627	-
Total Available for Expenditures	207	306,868	455,161	291,627	-
Total Expense	-	306,661	148,293	130,421	-
Net Difference	-	(306,661)	145,662	161,206	-
Ending American Rescue Fund Balance	\$ 207	\$ 207	\$ 306,868	\$ 161,206	\$ -

0.5% Police Levy - FUND 250	2024 Budget (Estimated)	2023 Budget	2022 Budget (Actual)	2021 Budget (Actual)	2020 Budget (Actual)
Revenues					
Police Income Tax Revenue	650,000	630,000	671,161	626,542	552,516
Income Tax Levy Revenue	650,000	630,000	671,161	626,542	552,516
Miscellaneous	-	-	-	2,350	50
Miscellaneous	-	-	-	2,350	50
Patrol Vehicle Loan	-	-	-	-	-
Loan Receipts	-	-	-	-	-
Total Revenues	\$ 650,000	\$ 630,000	\$ 671,161	\$ 628,892	\$ 552,566
Expenses					
Personnel Services	-	-	-	-	-
Other	850,000	768,500	562,010	565,638	504,859
Total Expenses	\$ 850,000	\$ 768,500	\$ 562,010	\$ 565,638	\$ 504,859
Beginning Balance	650,730	789,230	680,079	616,825	569,118
Total Revenue	650,000	630,000	671,161	628,892	552,566
Total Available for Expenditures	1,300,730	1,419,230	1,351,240	1,245,717	1,121,684
Total Expense	850,000	768,500	562,010	565,638	504,859
Encumbrance	-	-	-	-	
Net Difference	(200,000)	(138,500)	109,151	63,254	47,707
Ending 0.5% Police Levy Balance	\$ 450,730	\$ 650,730	\$ 789,230	\$ 680,079	\$ 616,825

Street Lighting - FUND 802	2024 Budget (Estimated)	2023 Budget	2022 Budget (Actual)	2021 Budget (Actual	2020 Budget (Actual)
Revenues					
Street Light Assessment	98,000	98,000	98,951	98,875	92,080
Assessment	98,000	98,000	98,951	98,875	92,080
Total Revenues	\$ 98,000	\$ 98,000	\$ 98,951	\$ 98,875	\$ 92,080
Expenses					
Personnel Services		-		-	-
Other	100,000	100,300	96,998	103,596	110,355
Total Expenses	100,000	100,300	96,998	103,596	110,355
Beginning Balance	37,912	40,212	38,259	42,980	58,883
Total Revenues	98,000	98,000	98,951	98,875	92,080
Total Available for Expenditures	135,912	138,212	137,210	141,855	150,963
Total Expenses	100,000	100,300	96,998	103,596	107,983
Net Difference	(2,000)	(2,300)	1,953	(4,721)	(15,903)
Ending Street Lighting Balance	\$ 35,912	\$ 37,912	\$ 40,212	\$ 38,259	\$ 42,980

### **DEBT SERVICE FUNDS**

General Bond Retirement - FUND 301	2024 Budget (Estimated)	2023 Budget	2022 Budget (Actual)	2021 Budget (Actual)	2020 Budget (Actual)
Revenues					
Real Estate Taxes	7,926	7,926	6,962	6,803	6,665
Homestead/Rollback	1,541	1,541	1,044	1,058	1,075
Tangible Property Tax Loss Reimbursement	-	-	-	-	-
Refunded Bond Proceeds	-	-	-	-	-
Intergovernmental	9,467	9,467	8,006	7,861	7,740
Transfer-in	30,000	30,000	100,000	107,000	104,637
General Fund Transfer	30,000	30,000	100,000	107,000	104,637
Miscellaneous	-	-	-	-	-
Miscellaneous	-	-	-	-	-
Total Revenues	\$ 39,467	\$ 39,467	\$ 108,006	\$ 114,861	\$ 112,377
Expenses					
Personnel Services	-	-	-	-	-
Other	44,383	45,632	105,533	110,486	108,684
Total Expenses	\$ 44,383	\$ 45,632	\$ 105,533	\$ 110,486	\$ 108,684
Beginning Balance	7,014	13,179	10,706	6,200	2,507
Total Revenue	39,467	39,467	108,006	114,861	112,377
Total Available for Expenditures	46,481	52,646	118,712	121,061	114,884
Total Expense	44,383	45,632	105,533	110,355	108,684
Net Difference	(4,916)	(6,165)	2,473	4,506	3,693
Ending General Bond Retirement Balance	\$ 2,098	\$ 7,014	\$ 13,179	\$ 10,706	\$ 6,200

Twin Creeks infrastructure Bonds - FUND 302	2024 Budget (Estimated)	2023 Budget	2022 Budget (Actual)	2021 Budget (Actual)	2020 Budget (Actual)
Revenues					
Infrastructure Bond Assessments	14,500	14,500	15,230	14,430	14,820
Sale of Bonds - Twin Creeks Infrastructure	-	-	-	-	-
Intergovernmental	14,500	14,500	15,230	14,430	14,820
Refund Bond Proceeds	-	1	-	-	1
Procedural	-	-	-	-	-
Sale of Assets	-	-	-	-	-
Miscellaneous Receipts	-	-	-	-	-
	-	-	-	-	-
Transfer-In	-	-	-	-	76,816
General Fund Transfer	-	-	-	-	76,816
Total Revenues	\$ 14,500	\$ 14,500	\$ 15,230	\$ 14,430	\$ 91,636
Expenses					
Personnel Services	-	-	-	-	-
Other	77,254	81,541	80,358	79,002	73,453
Total Expenses	\$ 77,254	\$ 81,541	\$ 80,358	\$ 79,002	\$ 73,453
Beginning Balance	124,643	191,684	256,812	335,634	317,451
Total Revenues	14,500	14,500	15,230	14,430	91,636
Total Available for Expenditures	139,143	206,184	272,042	350,064	409,087
Total Expenses	77,254	81,541	80,358	93,252	73,453
Net Difference	(62,754)	(67,041)	(65,128)	(78,822)	18,183
Ending TC Infrastructure Bond Debt Retirement Balance	\$ 61,889	\$ 124,643	\$ 191,684	\$ 256,812	\$ 335,634

### **CAPITAL PROJECT FUNDS**

Government Center - FUND 400	2024 Budget (Estimated)	2023 Budget	2022 Budget (Actual)	2021 Budget (Actual)	2020 Budget (Actual)
Revenues					
Proceeds from Bond Issuance	-	-	-	-	-
Sale of Note	-	-	-	-	-
Interest/Investments	-	-	-	-	-
Transfers In	25,000	25,000	25,000	25,000	-
Miscellaneous	25,000	25,000	25,000	25,000	-
Total Revenues	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ -
Expenses					
Personnel Services	-	-	-	-	-
Other	-	-	-	-	-
Total Expenses	\$ -	\$ -	\$ -	\$ -	\$ -
Beginning Balance	75,001	50,001	25,001	1	1
Total Revenues	25,000	25,000	25,000	25,000	-
Total Available for Expenditures	100,001	75,001	50,001	25,001	1
Total Expenses	-	-	-	-	-
Net Difference	25,000	25,000	25,000	25,000	
Ending Government Center Balance	\$ 100,001	\$ 75,001	\$ 50,001	\$ 25,001	\$ 1

Water Works Capital Improvement - FUND 550	2024 Budget (Estimated)	2023 Budget	2022 Budget (Actual)	2021 Budget (Actual)	2020 Budget (Actual)
Revenues					
Water Tap In Fees \$5,000 & Transfer In from 501 Water Treatment Upgrades \$15,000	5,000	5,000	15,000	8,586	5,704
Tap In Fees	10,000	10,000	10,346	8,586	5,704
Total Revenues	\$ 15,000	\$ 15,000	\$ 25,346	\$ 8,586	\$ 5,704
Expenses					
Personnel Services	-	-	-	-	-
Other	5,000	5,000	-	-	-
Total Expenses	\$ 5,000	\$ 5,000	\$ -	\$ -	\$ -
Beginning Balance	70,709	60,709	35,363	26,777	21,073
Total Revenues	15,000	15,000	25,346	8,586	5,704
Total Available for Expenditures	85,709	75,709	60,709	35,363	26,777
Total Expenses	5,000	5,000	-	-	-
Net Difference	10,000	10,000	25,346	8,586	5,704
Ending Water Works Capital Improvement Balance	\$ 80,709	\$ 70,709	\$ 60,709	\$ 35,363	\$ 26,777

Water Meter Upgrade - FUND 551	2024 Budget (Estimated)	2023 Budget	2022 Budget (Actual)	2021 Budget (Actual)	2020 Budget (Actual)
Revenues					
Miscellaneous Receipts	-	-	-	-	-
Miscellaneous	-	-	-	-	-
Total Revenues	-	-	-	-	-
Expenses					
Personnel Services	-	-	-	-	-
Other	-	-	-	-	-
Total Expenses	\$ -	\$ -	\$ -	\$ -	\$ -
Beginning Balance	102	102	102	102	102
Total Revenues	-	-	-	-	-
Total Available for Expenditures	102	102	102	102	102
Total Expenses	-	-	-	-	-
Net Difference	-	-	-	-	-
Ending Water Meter Upgrade Balance	\$ 102	\$ 102	\$ 102	\$ 102	\$ 102

Wastewater Capital Improvement Fund - FUND 560	2024 Budget (Estimated)	2023 Budget	2022 Budget (Actual)	2021 Budget (Actual)	2020 Budget (Actual)
Revenues					
7% Consumer Charges	•	•	•	-	-
Charges for Service	•	-	-	-	-
Total Revenues	\$ -	\$ -	\$ -	\$ -	\$ -
Expenses					
Personnel Services	-	-	-	-	-
Other	-	-	-	-	-
Total Expenses	\$ -	\$ -	\$ -	\$ -	\$ -
Beginning Balance	4,744	4,744	4,744	4,744	4,744
Total Revenues	=	-	-	-	-
Total Available for Expenditures	4,744	4,744	4,744	4,744	4,744
Total Expenses	-	-	-	-	-
Net Difference	-	-	-	-	-
Ending Wastewater Capital Improvement Fund Balance	\$ 4,744	\$ 4,744	\$ 4,744	\$ 4,744	\$ 4,744

Wastewater Equipment Replacement - FUND 561	2024 Budget (Estimated)	2023 Budget	2022 Budget (Actual)	2021 Budget (Actual)	2020 Budget (Actual)
Revenues					
Tap In Fees	8,000	6,500	10,550	6,330	5,275
Tap In Fees	8,000	6,500	10,550	6,330	5,275
Total Revenues	\$ 8,000	\$ 6,500	\$ 10,550	\$ 6,330	\$ 5,275
Expenses					
Personnel Services	1	-	-	-	-
Other	10,600	8,000	-	-	5,000
Total Expenses	\$ 10,600	\$ 8,000	\$ -	\$ -	\$ 5,000
Beginning Balance	20,930	22,430	11,880	5,550	5,275
Total Revenues	8,000	6,500	10,550	6,330	5,275
Total Expenses	10,600	8,000	-	-	5,000
Net Difference	(2,600)	(1,500)	10,550	6,330	275
Ending Wastewater Equipment Replacement Balance	\$ 18,330	\$ 20,930	\$ 22,430	\$ 11,880	\$ 5,550

Wastewater Capital Contingency - FUND 562	2024 Budget (Estimated)	2023 Budget	2022 Budget (Actual)	2021 Budget (Actual)	2020 Budget (Actual)
Revenues					
Tap In Fees	-	-	-	-	-
Tap In Fees	-	-	-	-	-
Total Revenues	\$ -	\$ -	\$ -	\$ -	\$ -
Expenses					
Personnel Services		-	-		-
Other	-	-	-	-	-
Total Expenses	\$ -	\$ -	\$ -	\$ -	\$ -
Beginning Balance	2,665	2,665	2,665	2,665	2,665
Total Revenues	-	-	-	-	-
Total Expenses	-	-	-	-	-
Net Difference	\$ -	\$ -	\$ -	\$ -	\$ -
Ending Wastewater Capital Improvement Balance	\$ 2,665	\$ 2,665	\$ 2,665	\$ 2,665	\$ 2,665

#### **PERMANENT FUNDS**

Cemetery Perpetual Care - FUND 705	2024 Budget (Estimated)	2023 Budget	2022 Budget (Actual)	2021 Budget (Actual)	2020 Budget (Actual)
Revenues					
Sale of Cemetery Lots	2,500	2,000	3,824	2,234	2,088
Charges for Service	2,500	2,000	3,824	2,234	2,088
Interest & Investments	5,000	200	2,370	157	1,450
Miscellaneous	5,000	200	2,370	157	1,450
Total Revenues	\$ 7,500	\$ 2,200	\$ 6,194	\$ 2,391	\$ 3,538
Expenses					
Personnel Services	-	-	-	-	-
Other	1,000	1,000	265	500	650
Total Expenses	\$ 1,000	\$ 1,000	\$ 265	\$ 500	\$ 650
Beginning Balance	159,289	158,089	152,160	150,269	147,381
Total Revenues	7,500	2,200	6,194	2,391	3,538
Total Available for Expenditures	166,789	160,289	158,354	152,660	150,919
Total Expenses	1,000	1,000	265	500	650
Net Difference	-	-	-	-	2,888
Ending Cemetery Perpetual Care Balance	\$ 165,789	\$ 159,289	\$ 158,089	\$ 152,160	\$ 150,269

### **ENTERPRISE FUNDS**

Water Operating - FUND 501	2024 Budget (Estimated)	2023 Budget	2022 Budget (Actual)	2021 Budget (Actual)	2020 Budget (Actual)
Revenues					
Delinquent Utility Charges Assessment	500	500	1,022	292	2,372
Water Consumer Charges	1,000,000	1,005,000	985,509	1,002,406	998,859
Water Miscellaneous Receipts	28,000	26,000	32,934	34,701	22,433
Charges for Service	1,028,500	1,031,500	1,019,465	1,037,399	1,023,664
Prior Period Expense Reimbursement	-	-	-	-	-
Miscellaneous	-	-	-	-	-
Transfer-In from American Rescue Funds	-	89,161	-	-	-
Transfer	-	89,161	-	-	-
Total Revenues	\$ 1,028,500	\$ 1,120,661	\$ 1,019,465	\$ 1,037,399	\$ 1,023,664
Expenses					
Personnel Services	445,162	398,672	280,456	311,891	298,508
Other	971,405	851,016	769,106	697,089	771,574
Total Expenses	\$ 1,416,567	\$ 1,249,688	\$ 1,049,562	\$ 1,008,980	\$ 1,070,082
Beginning Balance	222,398	351,425	381,522	353,103	399,521
Total Revenues	1,028,500	1,120,661	1,019,465	1,037,399	1,023,664
Total Available for Expenditures	1,250,898	1,472,086	1,400,987	1,390,502	1,423,185
Total Expenses	1,416,567	1,249,688	1,049,562	1,008,980	1,070,082
Net Difference	(388,067)	(129,027)	(30,097)	28,419	(46,418)
Ending Water Operating Balance	\$ (165,669)	\$ 222,398	\$ 351,425	\$ 381,522	\$ 353,103

Wastewater Operating - FUND 502	2024 Budget (Estimated)	2023 Budget	2022 Budget (Actual)	2021 Budget (Actual)	2020 Budget (Actual)
Revenues					
Wastewater Consumer Charges	1,100,000	1,050,000	1,285,990	1,042,828	807,457
Delinquent Utility Charges Assessment	500	350	1,022	292	-
Wastewater Miscellaneous Receipts	3,500	4,000	3,044	3,954	131,866
Charges for Service	1,104,000	1,054,350	1,290,056	1,047,074	939,323
Prior Period Expense Reimbursement	-	-	-	-	-
Sewer Jet - New Carlisle Federal Loan	-	-	-	-	-
Miscellaneous	-	-	-	-	-
Transfer in from American Rescue Funds	-	-	148,293	-	-
Advances	-	-	-	-	-
Transfer & Advances	-	-	-	-	-
	-	-	-	-	
Total Revenues	\$ 1,104,000	\$ 1,054,350	\$ 1,438,349	\$ 1,047,074	\$ 939,323
Expenses					
Personnel Services	607,420	560,889	435,036	431,683	439,525
Other	686,718	870,380	656,920	263,044	607,125
Total Expenses	1,294,138	1,431,269	1,091,956	694,727	1,046,650
Beginning Balance	392,315	875,734	529,341	176,994	284,321
Total Revenues	1,104,000	1,054,350	1,438,349	1,047,074	939,323
Total Available for Expenditures	1,496,315	1,930,084	1,967,690	1,224,068	1,223,644
Total Expenses	1,294,138	1,537,769	1,091,956	694,727	1,046,650
Encumbrance	-	-	-	-	-
Net Difference	(190,138)	(483,419)	346,393	352,347	(107,327)
Ending Wastewater Operating Balance	\$ 202,177	\$ 392,315	\$ 875,734	\$ 529,341	\$ 176,994

Swimming Pool - FUND 505	2024 Budget (Estimated)	2023 Budget	2022 Budget (Actual)	2021 Budget (Actual)	2020 Budget (Actual)
Revenues					
Pool Memberships	29,000	29,000	25,892	31,175	15,028
Daily Gate Fees	30,000	29,000	30,644	33,876	27,587
Concessions	25,000	30,000	24,705	32,146	18,568
Party & Rentals	8,000	8,000	7,665	9,302	3,610
Games	-	-	-	-	-
Charges for Service	92,000	96,000	88,906	106,499	64,793
Miscellaneous Donations	-	500	-	443	112
Miscellaneous	2,000	2,000	1,397	1,767	1,289
Prior Period Expense Reimbursement	-	-	-	-	-
Miscellaneous	2,000	2,500	1,397	2,210	1,401
General Fund Transfer	45,000	20,000	-	60,000	46,209
Transfers	45,000	20,000	-	60,000	46,209
Total Revenues	\$ 139,000	\$ 118,500	\$ 90,303	\$ 168,709	\$ 112,403
Expenses					
Personnel Services	59,775	59,775	52,392	47,758	38,185
Other	94,150	85,500	47,740	52,432	43,289
Total Expenses	153,925	145,275	100,132	100,190	81,474
Beginning Swimming Pool Balance	82,684	109,459	119,288	50,769	19,841
Total Swimming Pool Revenue	139,000	118,500	90,303	168,709	112,403
Total Available for Expenditures	221,684	227,959	209,591	219,478	132,244
Total Swimming Pool Expense	153,925	145,275	100,132	100,190	81,474
Net Difference	(14,925)	(26,775)	(9,829)	68,519	30,929
Ending Swimming Pool Balance	\$ 67,759	\$ 82,684	\$ 109,459	\$ 119,288	\$ 50,770

Cemetery - FUND 510	2024 Budget (Estimated)	2023 Budget	2022 Budget (Actual)	2021 Budget (Actual)	2020 Budget (Actual)
Revenues					
Sale of Cemetery Lots	25,000	20,000	34,416	20,102	18,788
Grave Open & Close	30,000	30,000	38,255	40,770	44,195
Foundation Construction	7,000	7,000	9,029	9,402	6,877
Charges for Service	62,000	57,000	81,700	70,274	69,860
VA Receipts	-	-	-	900	750
Intergovernmental	-	-	-	900	750
Miscellaneous	-	-	360	200	482
Prior Period Expense Reimbursement	-	-	-	-	-
Miscellaneous	-	-	360	200	482
General Fund Transfer	10,000	10,000	-	30,000	-
Transfers	10,000	10,000	-	30,000	-
Total Revenues	72,000	67,000	82,060	101,374	71,092
Expenses					
Personnel Services	30,160	27,628	26,440	38,431	41,812
Other	149,900	136,345	18,870	24,839	45,647
Total Expenses	180,060	163,973	45,310	63,270	87,459
Beginning Balance	40,842	137,815	101,065	64,576	83,315
Total Revenue	72,000	67,000	82,060	101,374	71,092
Total Available for Expenditures	112,842	204,815	183,125	165,950	154,407
Total Expense	180,060	163,973	45,310	64,885	89,831
Net Difference	(108,060)	(96,973)	36,750	36,489	(18,739)
Ending Cemetery Balance	\$ (67,218)	\$ 40,842	\$ 137,815	\$ 101,065	\$ 64,576

	2024	2023	2022	2021
TOTAL ALL FUNDS - UNENCUMBERED BAL as of 1 \$	5,281,556	\$ 7,507,761	\$ 6,011,595	\$ 4,760,036.00
TOTAL REVENUE \$	6,518,444	\$ 7,067,813	\$ 7,526,427	\$ 7,064,705.00
TOTAL EXPENSE \$	7,933,163	\$ 9,294,014	\$ 6,030,257	\$ 5,813,151.00
EST. 12-31-24 TOTAL ALL FUNDS ENDING BALAN(\$	3,866,838	\$ 5,281,558	\$ 7,507,761	\$ 6,014,278.00

**INSIDE / OUTSIDE LEVIES** 

Fund	Amount to be Derived from Levies Outside the 10-Mill Limitation	Amount to be Derived from Levies Inside the 10-Mill Limitation	Inside Rate	Outside Rate
General Fund – Tax District #0030		\$227,021	2.400	
General Fund – Tax District #0265		\$85	1.150	
General Fund – Tax District #0266		\$0	0.00	
Debt Fund – Tax District #0030		\$9,460	0.100	
Debt Fund – Tax District #0265		\$7	0.100	
Fire Capital Fund	\$67,716			1.000
Fire Fund	\$272,362			3.75
Ambulance Equipment Capital Fund	\$33,858			0.50
EMS Fund	\$238,504			3.25
Health Fund	\$76,000			1.00
Street Construction Fund	\$135,432			2.00
Totals:	\$823,871	\$236,573	3.75	11.5

### **LEVIES OUTSIDE of the 10-MILL LIMITATION**

#### \*Exclusive of Debt Levies

Fund	Maximum Rate Authorized to be Levied	Estimate Levy Yield
Fire Capital Levy authorized by voters on May 3, 2005 for not to exceed Continuing years	1.00	\$67,716
Ambulance Equipment / Capital Levy authorized by voters on August 3, 2004 not to exceed Continuing years	0.50	\$33,858
Fire Operating Levy authorized by voters on August 3, 2004 for not to exceed Continuing years	0.50	\$33,858
Fire Operating Levy authorized by voters on November 6, 2007 for not to exceed Continuing years	1.00	\$67,716
Ambulance Operating Levy authorized by voters on November 6, 2007 for not to exceed Continuing years	1.00	\$67,716
Fire & EMS Levy authorized by voters on November 6, 2007 for not to exceed Continuing years	1.50	\$101,574
Health Levy authorized by voters on November 8, 2022 for not to exceed 6 years (2023-2028)	1.00	\$76,000
Street Levy authorized by voters on March 6, 2012 for not to exceed Continuing years	2.00	\$135,432
Fire & EMS Additional Operating Levy authorized by voters on November 8, 2022 for not to exceed 5 years (2023-2027)	3.00	\$240,000
Totals:	11.50	\$823,870

## Statement of Improvements \*Not Including Expenses to be Paid from Bond Issues

Description	Estimated Cost of Permanent Improvement	Amount to be Budgeted During Current Year	Name of Paying Fund Fund Number		Sub Total by Department	Fund Total
City Wide enhancements	12,000	12,000	General Fund - Planning	101.1500	\$ 12,000.00	\$ 12,000.00
Playground Equipment	8,500	8,500	General Fund - Parks	101.1800	1	, ,,,,,,,,,
Park Upgrades	5,000	5,000	General Fund - Parks	101.1800		
Bike Path Equipment & Repairs	8,500	8,500	General Fund - Parks	101.1800		
Tractor/Utility Equip, may be large tractor with boom	60,000	60,000	General Fund - Parks	101.1800	\$ 82,000.00	\$ 82,000.00
City Garage Hand Tools	5,000	5,000	Gen Fund - Lands & Buildings	101.2000	\$ 5,000.00	\$ 5,000.00
Tractor/Utility Equip, may be large tractor with boom	60,000	60,000	Street Construction	201	\$ 60,000.00	\$ 60,000.00
Save for new Ambulance	100,000	100,000	Emergency Amb. Capital	212	\$ 100,000.00	-
Air Packs shared with Fire Operating	60,000	60,000	Emergency Amb. Operating	213	\$ 60,000.00	\$ 60,000.00
New Structural Firefighting Gear	27,000	27,000	Fire Operating	215		
Radio Upgrades (EDACS & MARCS)	25,000	25,000	Fire Operating	215		
Tools & Miscellaneous Equipment	20,000	20,000	Fire Operating	215		
Fire Station Renovations	15,000	15,000	Fire Operating	215		
New Computers and Equipment	6,000	6,000	Fire Operating	215		
Air Packs shared with Emer Amb Operating	60,000	60,000	Fire Operating	215	\$ 153,000.00	\$ 153,000.00
Equipment Upgrades	18,500	18,500	Sheriff	250		
New Vehicle (Last one Bought in 2021)	50,000	50,000	Sheriff	250	1	
Vehicle Equipment Upgrades	20,000	20,000	Sheriff	250	\$ 88,500.00	\$ 88,500.00
F-450 Dump Truck	80,000	80,000	Water Operating	501		\$ -
Hillcrest Water Main Replacement	92,000	92,000	Water Operating	501		
Old High Service Pump Upgrade	30,000	30,000	Water Operating	501		
Tractor/Utility Equip, may be large tractor with boom	60,000	60,000	Water Operating	501		
New Well field	20,000	20,000	Water Operating	501		
Water Main Replacement	10,000	10,000	Water Operating	501		
Utility Cart	22,000	22,000	Water Operating	501	\$ 314,000.00	\$ 314,000.00
New Vehicle	75,000	75,000	Wastewater Operating	502		
Various Pump Replacements	25,000	25,000	Wastewater Operating	502		
Roadway Resurface at WWTP	50,000	50,000	Wastewater Operating	502		
Equipment Storage Building	65,000	65,000	Wastewater Operating	502		
Tractor/Utility Equip, may be large tractor with boom	60,000	60,000	Wastewater Operating	502	\$ 275,000.00	\$ 275,000.00
Pool Upgrades	15,000	15,000	Pool	505	\$ 15,000.00	\$ 15,000.00
Dump Truck	75,000	75,000	Cemetery	510		
Backhoe	20,000	20,000	Cemetery	510		
Utility Cart	20,000	20,000	Cemetery	510	\$ 115,000.00	\$ 115,000.00
Mainline Valve Replacement	5,000	5,000	Waterworks Capital Improvement	550	\$ 5,000.00	\$ 5,000.00
Equipment Rehab - Drying Bed Rehab	10,600	10,600	Wastewater Capital Improvement	561	\$ 10,600.00	\$ 10,600.00
Totals	\$ 1,295,100	\$ 1,295,100			\$ 1,295,100	\$ 1,295,100

### **Debt Profile**

NCCity of New Carlisle	AUTHORITY OUTSIDE 10 MILL LIMIT	DATE OF ISSUE	MATURITY DATE	ORDINANCE NUMBER	RATE OF INTEREST	PRINCIPLE BALANCE 1/1/2024	PRINCIPLE & INTEREST 2024	
WITHIN 10-MILL LIMITATION								
Fund 301 – Facilities & Equipment General Obligation	O.R.C.	2007	2022	07-19	6.00%	\$ -	\$ -	
OUTSIDE 10-MILL LIMITITATION								
None								
				Total li	nside/Outside:	\$ -	\$ -	
				Paid From	Other Sources	\$ -	\$ -	
BONDS								
Fund 301 – Various Purpose Series 2017-B	O.R.C.	2017	2035	17-01	3.65%	\$ 442,137	\$ 44,182	
Fund 302 – Twin Creeks Infrastructure Series 2017-A	O.R.C.	2017	2026	17-02	3.00%	\$ 218,093	\$ 76,503	
				•	Total Bonds:	\$ 660,230	\$ 120,685	
LOANS & NOTES								
Fund 501 & 502 – OPWC – YMCA Water & Sewer	O.R.C.	2004	2025	04-10	0.00%	\$ 20,635	\$ 13,757	
Fund 502 – OPWC – WWTP Improvement Project	O.R.C.	2011	2043	11-41	0.00%	\$ 641,797	\$ 32,913	
Funds 501 & 502 – OWDA – Water Meter Upgrade Project	O.R.C.	2014	2035	14-02R	2.66%	\$ 305,402	\$ 31,000	
Fund 501 – OWDA – New Water Plant Project	O.R.C.	2004	2026	04-59	2.85%	\$ 620,438	\$ 217,249	
Fund 501 - Wastewater Influent Pump Building Project	O.R.C.	2019	2023	19-15	3.125%	\$ -	\$ -	
Fund 502 - Wastewater Primary Clarifier	O.R.C.	2019	2023	19-38E	3.50%	\$ -	\$ -	
				Total	Loans & Notes:	\$ 1,588,272	\$ 294,918	
					ALL TOTALS:	\$ 2,248,502	\$ 415,604	