



CITY COUNCIL REGULAR MEETING PACKET

August 7, 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: 7/5/23 & 7/17/23 Regular Meetings
6. Communications:
7. City Manager's Report: Attached
8. Committee Reports:
9. Comments from Members of the Public: *Comments limited to 5 minutes or less

10. RESOLUTIONS: (4 - Intro and Action*)

A. Resolution 2023-10R (Introduction, Public Hearing & Action on Tonight)

A RESOLUTION DECLARING THE NECESSITY OF IMPROVING THE STREETS OF THE CITY OF NEW CARLISLE, OHIO BY LIGHTING THEM

B. Resolution 2023-11R (Introduction, Public Hearing & Action on Tonight)

A RESOLUTION CONSENTING TO THE PROPOSED ANNEXATION OF 79.136 ACRES, MORE OR LESS, FROM BETHEL TOWNSHIP, CLARK COUNTY TO THE CITY OF NEW CARLISLE

C. Resolution 2023-12R (Introduction, Public Hearing & Action on Tonight)

A RESOLUTION ADOPTING A STATEMENT OF SERVICES FOR A PROPOSED ANNEXATION OF 79.136 ACRES, MORE OR LESS, FROM BETHEL TOWNSHIP, CLARK COUNTY TO THE CITY OF NEW CARLISLE

D. Resolution 2023-13R (Introduction, Public Hearing & Action on Tonight)

A RESOLUTION REGARDING POSSIBLE INCOMPATIBLE LAND USES AND ZONING BUFFER FOR A PROPOSED ANNEXATION OF 79.136 ACRES, MORE OR LESS, FROM BETHEL TOWNSHIP, CLARK COUNTY TO THE CITY OF NEW CARLISLE, OHIO AS REQUIRED BY SECTION 709.023(C) OF THE OHIO REVISED CODE

11. ORDINANCES: (4 - Intro; 2 – Action*)

***A. Ordinance 2023-42 (Introduced on 7/17/23. Public Hearing & Action Tonight)**

AN ORDINANCE SUPPLEMENTING CERTAIN APPROPRIATIONS CONTAINED IN NEW CARLISLE CITY ORDINANCE 2022-62

***B. Ordinance 2023-43 (Introduced on 7/17/23. Public Hearing & Action Tonight)**

AN ORDINANCE AUTHORIZING THE CITY MANAGER OR THE DIRECTOR OF PUBLIC SERVICE/ASSISTANT CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR THE DECORATIVE STREETLIGHT LED UPGRADE PROJECT (CLA-SR 235/571-04.36/01.05 PID NO. 118645)

C. Ordinance 2023-44 (Introduction Tonight. Public Hearing & Action on 8/21/23)

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

D. Ordinance 2023-45 (Introduction Tonight. Public Hearing & Action on 8/21/23)

AN ORDINANCE LEVYING ASSESSMENTS FOR THE IMPROVEMENT OF CERTAIN PUBLIC STREETS WITHIN THE CORPORATE LIMITS OF THE CITY OF NEW CARLISLE, OHIO BY LIGHTING THEM

E. Ordinance 2023-46 (Introduction Tonight. Public Hearing & Action on 8/21/23)

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

F. Ordinance 2023-47 (Introduction Tonight. Public Hearing & Action on 8/21/23)

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

12. OTHER BUSINESS:

○ Additional City Business:

- **TONIGHT** - City Council Public Hearing - Zoning Classification Change for 336 Ohio and 610, 608, 606, 604 West Madison Street (Clark County Land Bank and Habitat Home Builds)
- City Council **Action** - Zoning Classification Change for 336 Ohio and 610, 608, 606, 604 West Madison Street (Clark County Land Bank and Habitat Home Builds)
 - ◇ **Monday, August 21, 2023**, during the regularly scheduled City Council Meeting
- Open for Discussion

13. Executive Session: To Consider the Employment of a Public Employee

14. Return to Regular Session:

15. Adjournment

RECORD OF PROCEEDING

MINUTES: CITY OF NEW CARLISLE, OHIO REGULAR SESSION MEETING @ Smith Park Shelter
HELD: Wednesday, July 5th @ 6:00 PM

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

2. Roll Call: Berner calls the roll- Lowrey, Grimm, Bahun, Eggleston, Cook, Rodewald 6 members present Absent: Lindsey Staff present: Bridge, Trusty, Kitko

3. Invocation: Grimm

4. Pledge of Allegiance: All are Welcome to Participate

5. Action on Minutes:

6/12/23- 1st Eggleston 2nd Grimm YES Bahun, Eggleston, Cook, Lowrey, Grimm NAY: 0 Abstain: Rodewald (absent) Accepted 5-0-1

6/20/23- 1st Eggleston 2nd Bahun YES Bahun, Eggleston, Cook, Lowrey, Grimm NAY: 0 Abstain Rodewald (absent) Accepted 5-0-1

6. Communications:

Motion by Grimm with 2nd by Eggleston to move the downtown turn lane discussion to after comments from the public YES: Cook, Rodewald, Lowrey, Grimm, Bahun, Eggleston NAY: 0 Accepted 6-0

Motion by Grimm and 2nd by Eggleston to dispense reading of the letters. The submitted letters are below. YES: Cook, Rodewald, Lowrey, Grimm, Bahun, Eggleston NAY: 0 Accepted 6-0

7. City Manager's Report:

B. INFORMATIONAL ITEMS

- Discussion Topics
 - Planning Board Recommendation - *Information Attached*
 - Next Steps is to have a Public Hearing within 40 days
 - ◊ 08/07/23 - Recommended date at a regularly scheduled council meeting
 - 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
 - Great Community Events!
 - Community Garage Sale
 - Fireworks Show @ Haddix Field
 - **Thank you** to all the volunteers and paid workers!
 - Trash / Recycling Services - *Information Attached*
 - Discussion on service levels and options, etc. for bidding purposes.

Motion to approve dates for zoning legislation discussion by Eggleston with a 2nd by Grimm YES: Bahun, Eggleston, Cook, Rodewald, Lowrey, Grimm NAY: 0 Accepted 6-0

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

Police Report: none

Fire/EMS Report: none

Finance Report: none

Service Report: none

Planning and Zoning Report: none

8. COMMITTEE REPORTS: None

9. COMMENTS FROM MEMBERS OF THE PUBLIC:

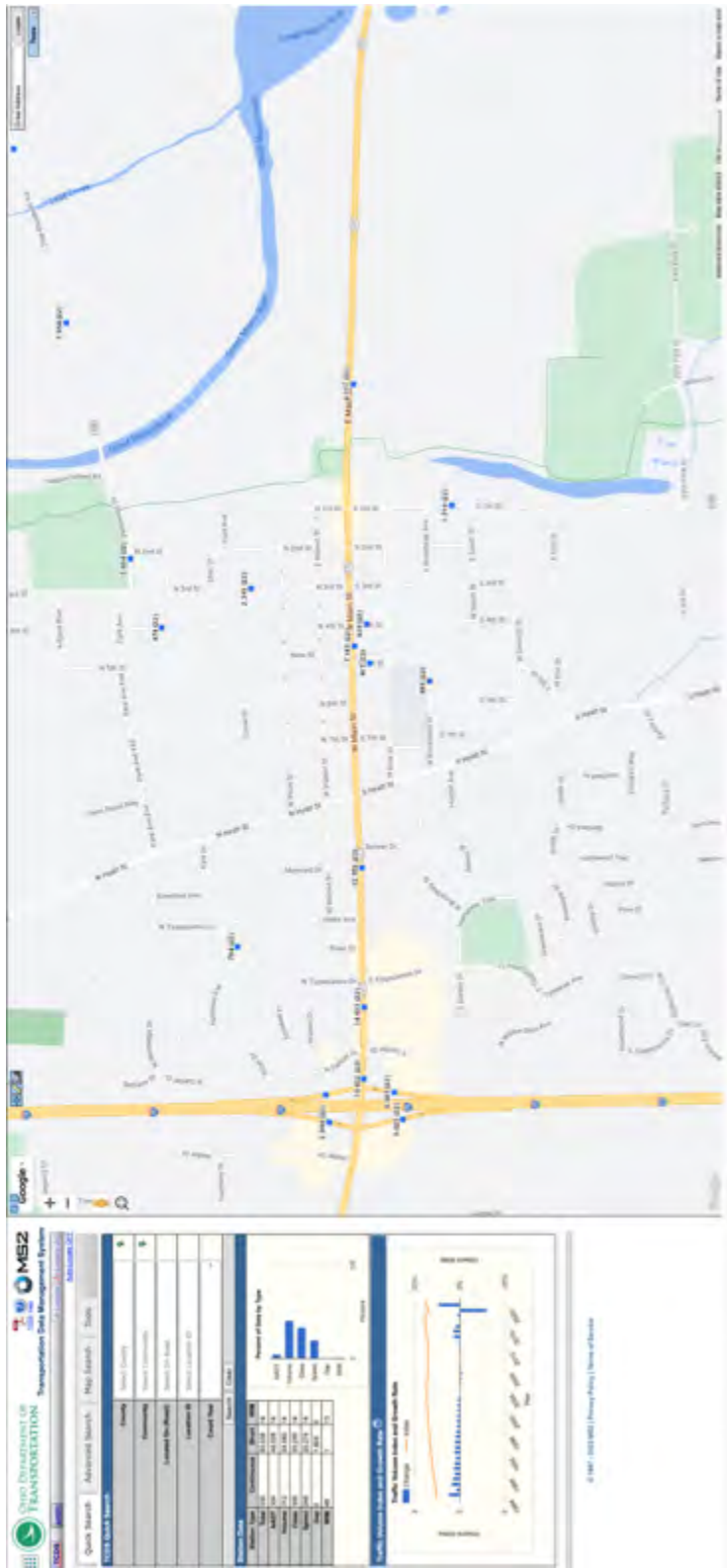
Janelle Zimmerman 219 Prentice- would like to see residents be able to continue to put yard waste in the trash can. Ms. Zimmerman also expresses her concerns for the traffic and removal of the parking spots.

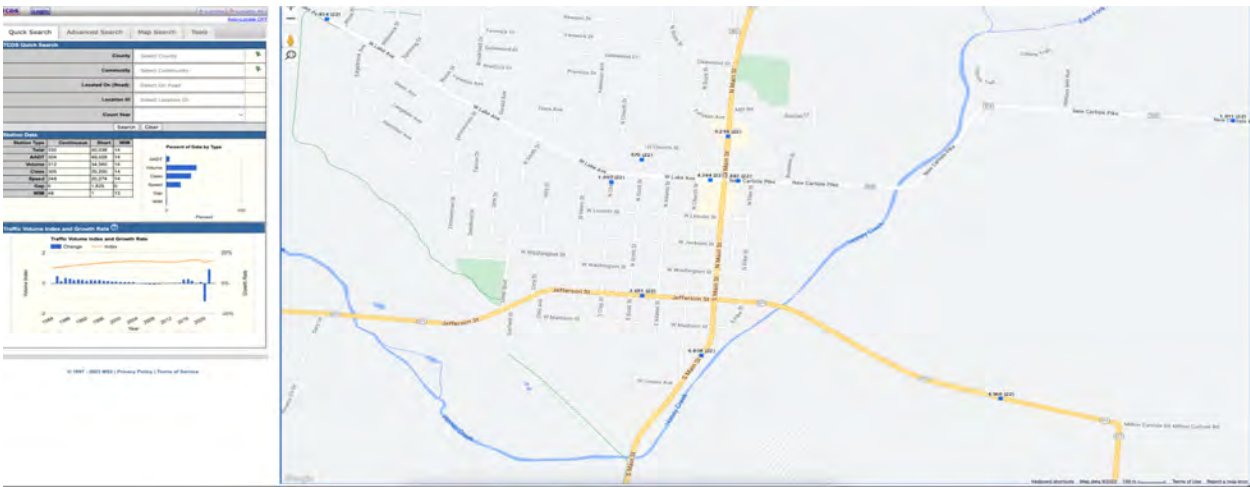
Sherry Devlin- Owns Edward Jones investments at 212 Main. She expresses her concern about the loss of the 2 parking spots, the only spots for her business. She notes she can utilize the church lot or CVS when

available. She notes her concern with parking for the employees and clients. She does not like being “at the mercy of the other lots.” Notes the loss of the spots will limit customers and employee parking.

Lowrey comments on the development of Main St. He noted many years ago, it was two lanes and no parking. He notes safety and the need for turn lanes from Chief Trusty's view is essential.

Mr. Kitko gives the current project options. Kitko notes this was initiated due to the road resurfacing that will take place within the following months. Council discussion over the options of removing 8 or 6 parking spots. Below are the traffic numbers for Tipp City and New Carlisle for comparison and the letters submitted to the council from business owners/residents. Continued council discussion on the options and which options each member liked.





Subject: Turn lanes
Date: Wednesday, July 5, 2023 at 3:22:39 PM Eastern Daylight Time
From: Michael Maxwell
To: Randy Bridge

Randy,

Can you please read the below into public records. I can not make tonight. I was planning on it but I am not feeling well.

The city wants to build up downtown New Carlisle but at the same time take away a lot of the parking. Putting in turn lanes will take away all my parking and the business in my building as well. The turn lanes will also take away parking for the business on Main St. There is already limited parking for clients or customers to park to go to the business downtown. I feel this will cripple the business. Without parking customers will go somewhere else to shop or get a service done. The public lot is nice but is full most days and people will still have to walk in the alley and up the roads to get to the business, which a lot of people will not do.

I feel this is being done for a few hours of the day that it the corner might be busy. For a few hours of the day inconvenience is it worth crippling your downtown. A lot of us have worked to hard to have it happen.

The New Carlisle Farmers Market and Food Trucks will also be affected and probably shut down. I and other local businesses owners have worked to hard for that to happen as well.

Thank you for your time.

Sincerely,

Michael Maxwell
Owner
Arrowhead Tax Service
113 W Jefferson St.
New Carlisle, Ohio 45344
937-543-5770

06/29/2023

Mr. Bridge, Mayor Lowrey, & Council,

My name is Roy Kegley. I am the owner of Abe's Hidden Treasures located at 100 E. Jefferson St. here in New Carlisle, otherwise known as the old bank building. Unfortunately, I am not able to attend this council meeting concerning the turn lanes and elimination of some street parking spaces due to other community obligations that I had previously set before this meeting was scheduled. I have asked Mr. Bridge or Mayor Lowrey to ready this into public record for me in my absence.

I would like to start off by saying that I am 100% against the elimination of any street parking spaces. We businesses cannot afford to lose any spots as there are not enough parking spaces now. The City Parking lot is too far and too small to do many of our businesses any good. I keep hearing about the congestion of traffic on Main St. The traffic on Main St. is not bad enough in my opinion to add turn lanes and hurt the downtown businesses. The loss of parking will cause businesses like my own to suffer and be forced to close in an already struggling small-town environment. We small businesses need every customer that we can get in our door to help us stay open. The elimination for us specifically would eliminate our parking spots that are near our handicap access ramp and door. We have elderly people that cannot walk very far and cannot park in the CVS or Rite Aid parking lots to shop with us. Not only the elderly, but other handicapped people that we have with walkers, scooters, and wheelchairs will also pay the price for this. Not to mention getting deliveries of products as well that we need to stock our shelves. Where will they park to unload? The middle of the street and cause more backups and car accidents?

Some people like to compare us to other cities. I will compare us to Tipp City in this situation. Traveling through downtown Tipp City on St. Rt. 571, they have the same traffic flow as we have, parking on the sides of the street and one lane of traffic in each direction, NO turn lanes from the railroad tracks east through the downtown core. Tipp City has a population of 10,331 per the 2022 US Census compared to New Carlisle's population of 5,785 per the 2020 US Census. While we have 2 State Routes intersecting, they have major housing plats to deal with on the north and south sides of Main St. with multiple traffic lights to deal with as well, not just one intersection. Tipp City has not come up with the need for turning lanes and has approx. twice the population of New Carlisle. My personal take on this Tipp City appears to value its healthy downtown core over pressure for any traffic issues it may have.

It was just a few months back when our city officials voted to allow the construction of hundreds of new homes north of town. My question to them is, if we are so concerned about the traffic congestion on Main St. now, why are we adding all these new homes and allowing them to be built? The addition of new homes means more traffic and more traffic will mean more traffic congestion issues. Is this not a reasonable conclusion? I am all for the growth of our city, so I ask all of the council as well as City Manager Mr. Bridge, do we not need a healthy downtown core to have a healthy city? How can we have a healthy downtown core if we have no parking for our businesses? No parking for our businesses means no businesses, no businesses mean not having a healthy core for our city.

The addition of turn lanes downtown will also eliminate the Farmers Market and the Thursday Food Truck Nights from existence as they are run by myself and Mike Maxwell from Arrowhead Tax Service. We have been asked, can they be moved? Of course they can be, but who will run them? We can find very little help now, nevertheless run them. Mr. Maxwell and I need the Farmers Market & Food Truck nights to be downtown so that we can be available to our businesses when needed as well. These are 2 great events that our community has going for its residents, and I personally feel that from the comments that I have heard from the community, members of Council as well as other city officials, are a great addition to the city.

In closing, I would ask that all the council members think long and hard about your vote on these turn lanes as well as the short term and long-term effects their vote will have. A vote to allow the turns lanes and eliminate any of our downtown parking will not only hurt our local small businesses, possibly closing some of them, but cause the existence of the Farmers Market and Thursday Food Truck nights to cease as well. Does it really hurt for people to be caught in traffic and possibly inconvenienced for another 2 mins. waiting for the traffic light to turn to get through our small town? The question at hand to me comes down to a small inconvenience for an hour or 2 a day or the health of the city and the downtown business core.... Are you willing to sacrifice the improving health of the downtown business core for the small inconvenience of extending a person's car trip by 2 more mins. a day? The decision is now yours to decide how you vote.

Roy Kegley

Connie Buskirt- 121 S Main- wants the city to be aware there are more businesses now vs in 2017. She would like to keep the convenience of parking for her residence in front. Grimm asks if she can request a handicapped spot in front of her building.

Dave and Linda Campbell- Business owners of 131 S. Main St. Give council options for traffic flow instead of removing spots downtown. He asks the city to please consider not taking spots away—discussions by Rodewald and Grimm on the options Mr. Campbell gave. Council thanks the Campbells for giving this option. Lowrey recaps the options discussed.

Ted Buskirt 121 Main asks for it to be controlled by lights. Doesn't want to see the parking spots taken.

Alvin Putterbaugh 201 N. Scott/123 Main- asks for the traffic count. Asks for patience and to leave it like it is. Bridge reads the traffic count. Putterbaugh asks again to wait until the houses go up. He notes there is no solution and asks to wait until the houses are built.

Council wraps up their discussion and gives their opinions.

Rodewald motions to proceed as proposed by administration with a 2nd by Lowrey YES: Rodewald, Lowrey NO: Grimm, Bahun, Eggleston, Cook Fails 2-4

Grimm motions to move forward with the first option of signalization change to improve efficiency without removing moving parking spots. Continued lengthy discussions on options, arrows, possible arrow options and which lights need changed. Kitko notes the South and East bound lights need initial changes. with a 2nd by Eggleston YES: Rodewald, Grimm, Bahun, Eggleston Nay: Cook, Lowrey Accepted 4-2

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 2023-41 (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 1st Eggleston 2nd Rodewald Ex: step 1 for the budget process. Determines the need to levy taxes. YES: Lowrey, Grimm, Bahun, Eggleston, Cook, Rodewald NAY: 0 Accepted 6-0

12. OTHER BUSINESS: Additional City Business: Open for Discussion

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

13. Executive Session: none

14. Adjournment: 1st Rodewald 2nd Grimm @ 7:40 pm Yes: Bahun, Eggleston, Cook, Rodewald, Lowrey, Grimm NAY: 0 Accepted 6-0

Mayor Mike Lowrey

Clerk of Council Emily Berner

RECORD OF PROCEEDING

MINUTES: CITY OF NEW CARLISLE, OHIO REGULAR SESSION MEETING @ Smith Park Shelter
HELD: Monday, June 17th @ 6:00 PM

- 1. **Call to Order:** Mayor Lowrey calls the meeting to order.
- 2. **Roll Call:** Berner calls the roll- Lowrey, Grimm Bahun, Eggleston, Cook, Lindsey 6 members present
Absent: Rodewald Staff present: Bridge, Trusty, Kitko, Harris
- 3. **Invocation:** Chief Trusty
- 4. **Pledge of Allegiance:** All are Welcome to Participate
- 5. **Action on Minutes:**
Action for 7/5/23 meeting minutes done at August 7, 2023 meeting.
- 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 290 calls for service during the month of June.

Calls Taken: 290

Reports: 34

Assists: 106

Criminal Arrest: 8

Felony Arrest: 2

Misdemeanor Arrest: 5

Warrants: 1

Traffic Stops: 59

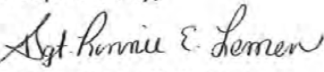
Traffic Warnings: 34

Moving Citations: 15

Business checks: 1469

Code Enforcement Follow-ups: 5

Traffic Crashes: 4

Respectfully,

Sgt. Ronnie E. Lemen

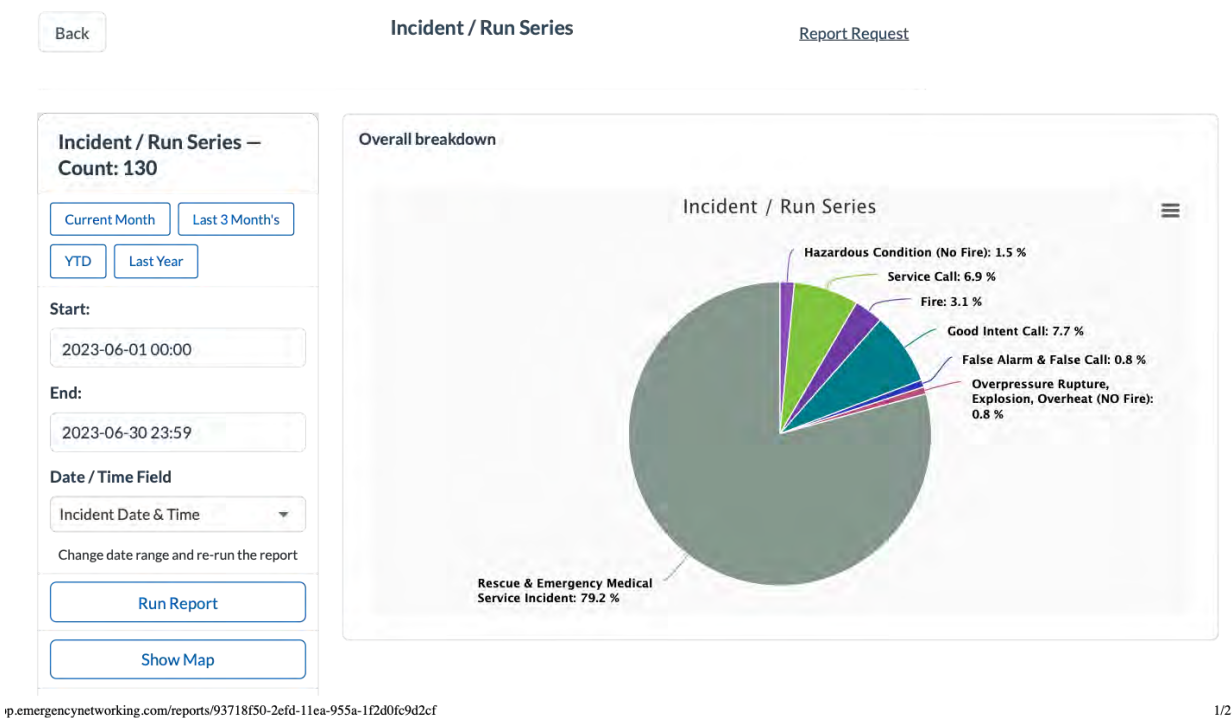
NEW CARLISLE	CALLS	ASSISTS	REPORTS	TRAFFIC STOP: CITATIONS	WARNINGS	ARREST	CODE ENFO	BUSINESS CHE CRASH	S.O.R.N Check		
June											
Dep. Bowers	74	37	6	21	11	10	1	5	715	2	0
Dep. Forrest	33	1	8	1	0	1	0	0	160	0	0
Dep. O'Brien	82	29	8	12	2	10	1	0	249	2	0
Dep. Arnold	101	29	10	15	2	13	6	0	202	0	0
Dep. Speckman	37	10	2	10	0	0	0	0	143	0	0
Total	290	106	34	59	15	34	8	5	1469	4	0

Fire/EMS Report:

City of New Carlisle
City Council Meeting
07-17-2023
Fire-EMS Report

- In the Month of June, the New Carlisle Fire Division responded to 93 EMS call in the city and 10 in Elizabeth Township.
- The Division responded to 8 Fire related calls in the city and 0 in Elizabeth Township.
- We had 4 EMS calls answered by mutual aid, either by Pike Township or Bethel Clark, due to medic 52 being on a response.
- We answered 3 mutual aid EMS calls for Pike Township and 6 for Bethel Clark.
- Our new SCBAs are now in service, they were purchased with Grant and budget funds.
- We are starting hydrant flushing this month, we will put what area we are in on Face Book.

CHIEF GIVES A BRIEF DESCRIPTION AND DEMO OF THE NEW AIR PACKS THAT WERE PURCHASED VIA GRANTS.



Finance Report:

COUNCIL FINANCIAL REPORT SUMMARY – JUNE 2023

Estimated Revenue	\$ 6,993,589.00	2023 Original Budget	\$ 9,073,325.00
Amended Est. Resources	\$ (89,966.00)	1st Q. Supplemental	\$ 164,190.00
Amended Est. Resources	\$ 164,190.00	2nd. Q. Supplemental	\$ 156,500.00
Amended Est. Resources		3rd. Q. Supplemental	
Amended Est. Resources	\$ -	4th Q. Supplemental	
2023 REVISED TOTAL		2022 REVISED TOTAL BUDGET	\$ 9,394,015.00
EST. REV.	\$ 7,067,813.00		


Month	Revenue Received	Month	Expenses Paid
January	\$ 978,586.95	January	\$ 782,712.86
February	\$ 642,527.07	February	\$ 632,359.22
March	\$ 1,307,302.60	March	\$ 1,099,578.08
April	\$ 587,319.24	April	\$ 632,999.08
May	\$ 909,651.02	May	\$ 561,888.44
June	\$ 786,638.36	June	\$ 731,237.17
July		July	
August		August	
September		September	
October		October	
November		November	
December		December	
Received To Date	\$ 5,212,025.24	Expenses to Date	\$ 4,440,774.85

Statement of Cash from Revenue and Expense

From: 1/1/2023 to 6/30/2023							
Fund	Descriptio	Beginning Balance	Net Revenue YTD	Net Expense YTD	Unexpended Balance	Encumbrance YTD	Ending Balance
Grand Total:		\$7,510,472.46	\$5,212,025.24	\$4,440,774.85	\$8,281,722.85	\$1,045,586.79	\$7,236,136.06

BANK RECONCILIATIONS - JUNE 2023

Bank Accounts	Bank Balance	Outstanding Vendor	Outstanding Employee	Deposits in Transit	NSF Check (s)	Adjustments	Book Balance	Difference
PNC - General	\$ 1,433,502.57	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,433,502.57	\$ -
PNC - Payroll	\$ 200,269.62	\$ (269.62)	\$ -		\$ -	\$ -	\$ 200,000.00	\$ -
Star Ohio	\$ 3,950,088.81	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,950,088.81	\$ -
Park Nat. General	\$ 1,722,342.73	\$ (106,878.12)	\$ -	\$ 388.52	\$ -	\$ -	\$ 1,615,853.13	\$ -
Park Nat. - MMA	\$ 1,005,755.54	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,005,755.54	\$ -
Park Nat. - Mayor's	\$ 200.00		\$ -	\$ -	\$ -	\$ -	\$ 200.00	\$ -
NCF	\$ 526.57	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 526.57	\$ -
NCF - CD's	\$ 75,296.23	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75,296.23	\$ -
Cash on Hand	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500.00	\$ -
Grand Totals	\$ 8,388,482.07	\$ (107,147.74)	\$ -	\$ 388.52	\$ -	\$ -	\$ 8,281,722.85	\$ -

		
MAYOR'S COURT REPORT FOR JUNE 2023		
Total Citations: 14 (14 Traffic)		
June 2022 Citations - 12 (10 Traffic & 2 OVI)		
FUND RECEIVED	CURRENT MONTH	YEAR-TO-DATE
Fines	\$ 1,565.00	\$ 13,894.00
Court Cost	\$ 1,685.00	\$ 13,645.00
Fines- Clark County Municipal (transfer Cases)	\$ -	\$ -
Total Fees Paid (LF, Bounced Cks, BW)	\$ 60.00	\$ 320.00
Other (Bond Forfeiture)	\$ -	\$ -
Misc Fees Paid (Jail Time)	\$ -	\$ -
Bond Collected	\$ -	\$ -
Restitution	\$ -	\$ -
<u>SB 17 Indigent driver interlock & alcohol</u>	\$ -	\$ -
TOTAL FUNDS RECEIVED	\$ 3,310.00	\$ 27,859.00
FUNDS DISBURSED		
Victims of Crime	\$ 135.00	\$ 1,026.00
Child Safety/Seat Belts	\$ -	\$ -
Indigent Defense Support Fund	\$ 375.00	\$ 2,875.00
Drug Law Enforcement Fund	\$ 52.50	\$ 395.50
Expungement	\$ -	\$ -
<u>State Bond Surcharge (new as of 2010)</u>	\$ -	\$ -
TOTAL REMITTED TO STATE	\$ 562.50	\$ 4,296.50
Indigent Drivers Alcohol Treatment (Springfield)	\$ 22.50	\$ 169.50
Remitted to Computer Fund (Clerk)	\$ 130.00	\$ 1,098.00
Remitted to Computer Fund (Court)	\$ 39.00	\$ 327.00
Remitted to Court Security Fund	\$ 130.00	\$ 1,090.00
Remitted to Facility Fee	\$ 65.00	\$ 545.00
Remitted to City GF - Fines	\$ 1,565.00	\$ 13,894.00
Remitted to City GF - Court Court/Misc	\$ 796.00	\$ 6,439.00
Remitted to City- Jail Expenses	\$ -	\$ -
Remitted to City- Enforcement & Education	\$ -	\$ -
Remitted to City- Drug Analysis	\$ -	\$ -
<u>SB 17 Indigent Driver Interlock & Alcohol</u>	\$ -	\$ -
TOTAL REMITTED TO CITY	\$ 2,725.00	\$ 23,393.00
Capital Recovery	\$ -	\$ -
Restitution	\$ -	\$ -
Bonds forfeitured	\$ -	\$ -
TOTAL DISBURSED	\$ 6,259.00	\$ 27,859.00
Prepared & Submitted By: Kristy Thome, Clerk of Court		

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

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

Service Report:

To: Randy Bridge, City Manager
 From: Howard Kitko, Service Director/Asst. City Manager
 Date: July 17, 2023
 Subject: Council Update

Public Works Departments:

- Shelter House Street light was installed, looking to adjust more over parking lot.
- Street Sweeper proposals, discussed at 6/20 council meeting. Currently gathering various rate structures to discuss with the finance director.
- 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 rented a street sweeper, from Best Rentals. Sweeping rental was a success.

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 start in about 2 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.

Planning and Zoning Report: none**B. INFORMATIONAL ITEMS**

- Discussion Topics
 - Trash / Recycling Services - *Information Attached*
 - Discussion on service levels and options, etc. for bidding purposes.
 - Zoning / Code Enforcement Codified Ordinances
 - Chapter 1460 - Exterior Property Maintenance Code
 - ◇ 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
 - Upcoming Legislation
 - Liability Insurance Renewal
 - Capital Improvement Plan
 - Annexation and Related Legislation for Arbor Homes Residential Development
 - Donation Bin Ban

Council looked over the trash contract to finalize. The council agrees they do not want the recycle bins at the pool. Discussions on the roll-off types to be used during the cleanup and if they should be placed in the contract. Grimm motions for the containers to be removed, and residents can use whatever cans they would like. Bridge notes Bahun's idea on price quotes would work for this, a price for their cart or a price for a cart provided by the company. Bridge notes no cart will probably take away the service levels. Grimm notes he will withdraw his motion since both price points will be included.

Discussions on the contract for the final bid package to be set for the bid. Council decides to have bids for options of using personal cans or cans from the company.

8. COMMITTEE REPORTS: None

9. COMMENTS FROM MEMBERS OF THE PUBLIC:

Janelle Zimmerman 219 Prentice- Noticed the shelter, benches, and trash cans along the trail are covered in graffiti and notes it is sad. Kitko painted over the obscene words and will continue to clean up.

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. 1st Eggleston 2nd Lindsey ex: *step 1 in the of step 2 more info to come in coming months* YES: Lowrey, Grimm, Bahun, Eggleston, Cook, Lindsey NAY: 0 Accepted 6-0

ORDINANCE 2023-42 (Introduction Tonight. Public Hearing & Action on 8/7/23) AN ORDINANCE SUPPLEMENTING CERTAIN APPROPRIATIONS CONTAINED IN NEW CARLISLE CITY ORDINANCE 2022-62

ORDINANCE 2023-43 (Introduction Tonight. Public Hearing & Action on 8/7/23) AN ORDINANCE AUTHORIZING THE CITY MANAGER OR THE DIRECTOR OF PUBLIC SERVICE/ASSISTANT CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR THE DECORATIVE STREETLIGHT LED UPGRADE PROJECT (CLA-SR 235/571-04.36/01.05 PID NO. 118645)

12. OTHER BUSINESS: Additional City Business:

City Council Public Hearing - Zoning Classification Change for 336 Ohio and 610, 608, 606, 604 West Madison Street (Clark County Land Bank and Habitat Home Builds) Monday, August 7, 2023, during the regularly scheduled City Council Meeting.

▪ City Council Action - Zoning Classification Change for 336 Ohio and 610, 608, 606, 604 West Madison Street (Clark County Land Bank and Habitat Home Builds) Monday, August 24, 2023, during the regularly scheduled City Council Meeting.

Open for other city discussion:

Lindsey motions to break rules of council to discuss the employment of public employee 2nd by Bahun
YES: Eggleston, Cook, Lindsey, Lowrey, Grimm, Bahun NAY: 0 Accepted 6-0

Motion to move to an executive session by Lindsey 2nd by Eggleston at 6:44 pm YES: Cook, Lindsey,
Lowrey, Grimm, Bahun, Eggleston NAY: 0 Accepted 6-0

13. Executive Session: at 7:44 pm.

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

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

Lindsey speaks on behalf of the Council and thanks Mr. Bridge, noting he has worked hard and saved the city lots of money. He wishes him well in his next position. Lowrey adds he appreciates his efforts with all the developments. Grimm asks about seeking a new candidate. Bridge suggests having three council members work with Mr. Bridge to create the job posting. Lindsey volunteers, as well as Lowrey and Grimm, to help develop the ad for the job posting.

Bridge asks about paying his health insurance through September. Bridge requests to keep his 2017 laptop that will be cleaned off, but he likes it and just requests to keep it.

14. Adjournment: 1st Lindsey 2nd Eggleston @7:36 pm Yes: Cook, Lindsey, Lowrey, Grimm, Bahun, Eggleston, NAY: 0 Accepted 6-0

Mayor Mike Lowrey

Clerk of Council Emily Berner

City Manager Report

August 7, 2023

A. DEPARTMENTAL REPORTS

- The Following Departmental Reports will be given at the next City Council meeting that will be held on Monday, August 21, 2023
 - Finance, Public Service, Fire/EMS, and Police

B. INFORMATIONAL ITEMS

- Discussion Topics
 - Trash / Recycling Services - Bid is Out
 - Timeline
 - ◇ Legal Ad Runs
 - 7/31, 8/7/23, and 8/14/23
 - ◇ Bid Opening
 - 8/21/23 @ 10:15am
 - ◇ Legislation can be introduced at the 8/21/23 Council Meeting
 - New Planning Director Hired
 - Please Welcome Bryan Moore!
 - Liability Insurance Renewal
 - Updated schedules sent; quote on Premium upcoming
 - Upcoming Legislation
 - Liability Insurance Renewal
 - Capital Improvement Plan
 - Donation Bin Ban

Attachment Summary:

None

Motion Summary:

None

RESOLUTION 2023-10R

A RESOLUTION DECLARING THE NECESSITY OF IMPROVING THE STREETS OF THE CITY OF NEW CARLISLE, OHIO BY LIGHTING THEM

THE CITY OF NEW CARLISLE HEREBY RESOLVES that:

SECTION 1. DETERMINATION TO IMPROVE

It is deemed necessary by the City of New Carlisle to make a public improvement, the lighting of its streets, to be paid for in part by special assessments to be levied. The plans, specifications and profiles of the proposed improvement and improvement after completion with reference to the property abutting thereon, and an estimate of the cost of the improvement has been prepared and filed in the office of the Clerk of the City of New Carlisle and shall be/is open to the inspection of all persons interested. Thus, the City of New Carlisle hereby declares the necessity for such improvement by the passage of this Resolution.

SECTION 2. THE NATURE AND LOCATION OF IMPROVEMENT

The nature of the street lighting improvement is conducive to the public health and welfare of this City, and the inhabitants thereof and the lots to be assessed are specifically benefited by the improvement. This Council further finds and determines that the public streets, roads, boulevards and places to be improved are so situated in relation to each other that, in order to complete the improvements thereof in the most practical and economical manner, they should be improved at the same time with the same kind of materials and in the same manner and, therefore, they should be treated as a single improvement included in the same legislation and contract.

SECTION 3. APPROVAL OF PLANS, SPECIFICATIONS, PROFILES AND ESTIMATE OF COST

The plans, specifications and profiles of the proposed improvement and improvement after completion with reference to the property abutting thereon, and an estimate of the cost of the improvement are hereby approved.

SECTION 4. COST AND METHOD OF LEVYING ASSESSMENT

The entire cost of said improvement, less two percent (2%) thereof and the cost of lighting the intersections, shall be assessed upon the following described lots and lands, to-wit: pro rata to all lots and lands bounding and abutting upon said improvement, which lots and lands are hereby determined to be benefited by said improvement. Said assessments shall be levied by the following method, to-wit: by the front footage of the properties bounding and abutting upon the improvement.

SECTION 5. MODE OF PAYMENT AND PAYMENT SCHEDULE

The mode of payment shall be cash, check or money order. The payment schedule for the special assessments to be levied will be payable in two annual installments or the owner of any property

assessed may, at his/her option, pay such assessment in cash within ten days after notice of passage of the Ordinance levying such assessments.

SECTION 6. STATEMENT ON SECURITIES

The City of New Carlisle does not intend to issue securities in anticipation of the levy of the special assessment. The City of New Carlisle does not intend to issue securities in anticipation of the collection of the special assessment.

SECTION 7. ESTIMATED ASSESSMENTS AGAINST EACH LOT OR PARCEL TO BE ASSESSED

An estimated assessment in accordance with the method of assessment set forth above, showing the amount of the assessment against each lot or parcel of land to be assessed, shall be immediately prepared by the Finance Director and filed with the Office of the Clerk of the City of New Carlisle, and shall be open to the inspection of all persons interested.

SECTION 8. LEVIED AND COLLECTED

This special assessment is to be levied and collected before the improvement for which the assessment is levied is commenced.

SECTION 9. NOTICE TO PROPERTY OWNERS

Upon the filing of said estimated assessments as hereinbefore provided, the Finance Director is hereby ordered to cause notice of the passage of this Resolution and of the filing of said estimated assessments in accordance with Section 727.14 of the Ohio Revised Code: by publication once a week for two consecutive weeks in a newspaper of general circulation in the municipal corporation or publication of such notice on the web site of the municipal corporation. Where the assessment against the owner of any lot or parcel of land will exceed five hundred dollars, such owner shall be notified of the assessment in accordance with Section 727.13 of the Revised Code, which provides:

Notice of the passage of a resolution of necessity and the filing of the estimated assessment under section 727.12 of the Revised Code, shall, after the estimated assessment has been made and filed as provided by section 727.12 of the Revised Code, be served by the clerk of the legislative authority, or a person designated by such clerk, upon the owners of the lots or parcels of land to be assessed for the proposed improvement, in the same manner as service of summons in civil cases, or by certified mail addressed to such owner at his last known address or to the address to which tax bills are sent, or by a combination of the foregoing methods. If it appears by the return of service or the return of the certified mail notice that one or more of the owners cannot be found, such owners shall be served by either or both of the following methods: publication of the notice once in a newspaper of general circulation within the municipal corporation or publication of the notice on the web site of the municipal corporation. The notice shall also set forth the place where such estimated assessments are on file and are open for public inspection. The return of the person serving the notice or a certified copy thereof or a returned receipt for notice forwarded by certified mail accepted by the addressee or anyone purporting to act for the addressee shall be prima-facie evidence of the service of notice under this section.

Passed this _____ day of _____, 2023.

Mike Lowrey, Mayor

Emily Berner, Clerk of Council

APPROVED AS TO FORM:

Jake Jeffries, DIRECTOR OF LAW

1st _____

2nd: _____

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

Pass Fail

Intro: 08/07/2023
Action: 08/07/2023
Effective: 08/22/2023

RESOLUTION 2023-11R

A RESOLUTION CONSENTING TO THE PROPOSED ANNEXATION OF 79.136 ACRES, MORE OR LESS, FROM BETHEL TOWNSHIP, CLARK COUNTY TO THE CITY OF NEW CARLISLE

WHEREAS, an annexation petition for 79.136 acres, more or less, from Bethel Township, Clark County to the City of New Carlisle was filed in the offices of the Clark County Commissioners by Thaddeus M. Boggs, Attorney/Agent for Petitioner, Swearingen Brothers Revocable Family Trust; and

WHEREAS, Section 709.023 (D) of the Ohio Revised Code allows, within twenty-five days after the annexation petition is filed, for the city to adopt and file with the board of county commissioners a resolution consenting to the proposed annexation; and

WHEREAS, the area proposed for annexation will remain within Bethel Township under R.C. 709.023.

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

Section 1. The City of New Carlisle hereby consents to the proposed annexation as applied for in the petition filed with the Clark County Commissioners and as attached hereto as Exhibit A.

Section 2. The Clerk of Council is authorized to provide this resolution to the Board of County Commissioners of Clark County.

Passed this _____ day of _____, 2023.

Mike Lowrey, MAYOR

Emily Berner, Clerk of Council

APPROVED AS TO FORM:

Jacob M. Jeffries, DIRECTOR OF LAW

1st _____

2nd: _____

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

Totals:

Pass

Fail

Intro: 08/07/2023

Action: 08/07/2023

Effective: 08/22/2023

***EXPEDITED TYPE II PETITION FOR ANNEXATION (SECTION 709.023)
TO THE CITY OF NEW CARLISLE, OF 79.136 ACRES, MORE OR LESS,
FROM BETHEL TOWNSHIP, CLARK COUNTY***

*TO THE BOARD OF COUNTY COMMISSIONERS
OF CLARK COUNTY, OHIO*

The undersigned, petitioner in the premises, and being THE SOLE OWNER OF REAL ESTATE in the territory described, consisting of 79.136 acres, more or less, with a total length of the annexation perimeter of 9,151.37 feet, more or less, in the Township of Bethel, which area is contiguous to the existing boundary of the City of New Carlisle along 5,204.04 feet, more or less, such that approximately 56.87% of the perimeter of the area is contiguous to the City of New Carlisle, do hereby pray that said territory be annexed to the City of New Carlisle, according to the statutes of the State of Ohio

No island of unincorporated area will be created by this annexation.

A full and accurate description and a plat of said territory so prayed to be annexed are attached hereto as Exhibit "A" and "B" and made part hereof.

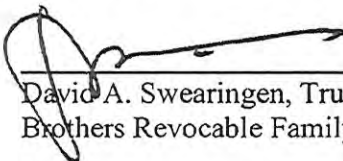
In support of said Petition, the petitioner states that there are within the territory so prayed to be annexed ONE (1) OWNER OF REAL ESTATE.

Thaddeus M. Boggs, whose address is 10 West Broad Street, 23rd Floor, Columbus, Ohio 43215, is hereby appointed Agent for the undersigned petitioners as required by Ohio Revised Code section 709.02. Said agent is hereby authorized to make any amendment and/or deletion which in his absolute and complete discretion is necessary or proper under the circumstances then existing, and in particular to make such amendment in order to correct any discrepancy or mistake noted by the Clark County Engineer in his examination of an amended plat and description to the Board of Commissioners on, before, or after the date set for hearing on this Petition.

"WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR THIS SPECIAL ANNEXATION PROCEDURE."

RECEIVED
JUL 28 2023
A 10:12 am

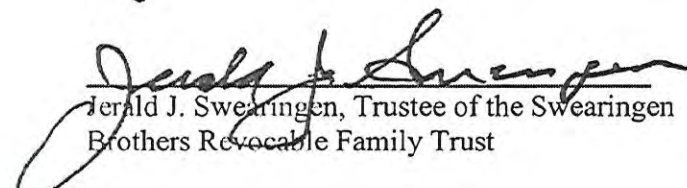
PARCEL 0150500029100006 (ENTIRE PARCEL)
Owned by Swearingen Brothers Revocable Family Trust



David A. Swearingen, Trustee of the Swearingen
Brothers Revocable Family Trust

7/5/23

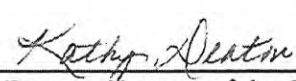
Date



Gerald J. Swearingen, Trustee of the Swearingen
Brothers Revocable Family Trust

7-5-23

Date



Kathy Deaton, Trustee of the Swearingen
Brothers Revocable Family Trust

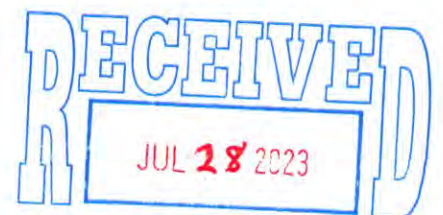
04/27/2023

Date

EXHIBITS

- Exhibit A – Legal Description
- Exhibit B – Annexation Plat Map
- Exhibit C – Adjacent Parcel Owner List

0139377.0756432 4872-0256-2869v2



By: An 10:12 am

ANNEXATION DESCRIPTION OF 79.136 Acres

Situated in the State of Ohio, County of Clark, Bethel Township, being located in Section 29 and 35, Township 3, Range 9, Between the Miamis, and being a part of that 79.136 acre tract of land described in a deed to David A. Swearingen, Jerald J. Swearingen and Kathy Deaton as Trustees of the Swearingen Brothers Revocable Family Trust, of record in Official Record 2223, Page 1790, all records referenced herein are on file at the Office of the Recorder for Clark County, Ohio, and being further bounded and described as follows:

BEGINNING at a 1.5" iron pipe found at the northwest corner of said Section 29, being the northeast corner of said Section 35, and being in the north line of Bethel Township and the south line of Pike Township, said iron pipe being at a north corner of said 79.136 acre tract, and said iron pipe being on the south line of that 2.332 acre tract of land described in a deed to Ronnie L. Salyers, of record in Official Record 1407, Page 948;

Thence **South 84 degrees 43 minutes 34 seconds East**, along the north line of said Section 29, along the north line of said 79.136 acre tract, and along the south line of said 2.332 acre tract, (passing a 5/8" iron pin found with a "PS6028" cap at a distance of 52.45 feet), a total distance of **82.45 feet** to a harrows tooth found at the northeast corner of said 79.136 acre tract, being on the centerline of right-of-way for Addison-New Carlisle Road (right-of-way width varies), said harrows tooth being at the northwest corner of that 1.00 acre tract of land described in a deed to New Carlisle Health Facilities, LLC, of record in Official Record 202, Page 560;

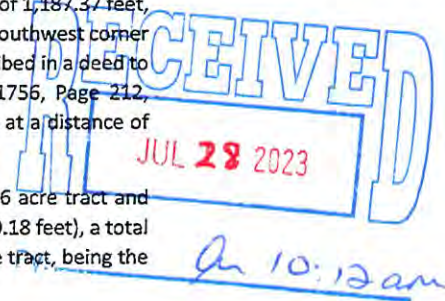
Thence **South 02 degrees 29 minutes 09 seconds West**, along the east line of said 79.136 acre tract, along the centerline of right-of-way for said Addison-New Carlisle Road, and along the west lines of said 1.00 acre tract, those 0.559 acre and 5.353 acre tracts described in a deed to New Carlisle Health Facilities, LLC, of record in Official Record 1980, Page 2243, that 3.494 acre tract of land described in a deed to New Carlisle Providence, LLC, of record in Official Record 2056, Page 1785, that 1.0035 acre tract of land described in a deed to John Cecil Doyle, of record in Official Record 1850, Page 2428, and that 1.1145 acre tract of land described as Tract II in a deed to Gerald A. Poland and Janet M. Poland, Trustee(s) UAD July 16, 2020, The Gerald A. Poland and Janet M. Poland Revocable Living Trust, of record in Official Record 2175, Page 1999, a distance of **1,233.26 feet** to a MAG nail found at a southeast corner of said 79.136 acre tract, being the northeast corner of that 3.976 acre tract of land described in a deed to Steven G. Callon and Margaret E. Callon, of record in Official Record 2118, Page 2066;

Thence **North 84 degrees 37 minutes 16 seconds West**, along a south line of said 79.136 acre tract and along the north line of said 3.976 acre tract, (passing a 3/4" iron pipe at a distance of 30.05 feet), a total distance of **622.88 feet** to a 5/8" iron pin found at a southeast corner of said 79.136 acre tract, being the northwest corner of said 3.976 acre tract;

Thence **South 05 degrees 26 minutes 12 seconds West**, along an east line of said 79.136 acre tract and along the west line of said 3.976 acre tract, a distance of **152.02 feet** to a 3/4" iron pipe found at a southeast corner of said 79.136 acre tract, being the northeast corner of Northwood Subdivision Section Two, as record in Plat Book 10, Page 37;

Thence **North 84 degrees 44 minutes 15 seconds West**, along a south line of said 79.136 acre tract and along the north line of said Northwood Subdivision Section Two, (passing 5/8" iron pin found 0.23 feet south with a "ML Oxner" cap at a distance of 647.15 feet, a 3/4" iron pipe found 0.15 feet south at a distance of 887.33 feet, a 5/8" iron pin found 0.24 feet south at a distance of 947.36 feet, a MAG nail found at a distance of 1,127.30 feet, a 3/4" iron pipe found 0.12 feet north at a distance of 1,187.37 feet, and a PK Nail found at a distance of 1,247.51 feet), a total distance of **1,383.87 feet** to a southwest corner of said 79.136 acre tract, being the southeast corner of that 20.0 acre tract of land described in a deed to Board of Education of Tecumseh Local School District, of record in Official Record 1756, Page 212, (reference a 5/8" iron pin found bearing North 04 degrees 29 minutes 15 seconds East at a distance of 0.18 feet);

Thence **North 04 degrees 29 minutes 15 seconds East**, along a west line of said 79.136 acre tract and along the east line of said 20.0 acre tract, (passing a 5/8" iron pin found at a distance of 0.18 feet), a total distance of **722.41 feet** to a 1" iron pipe found at a southwest corner of said 79.136 acre tract, being the northeast corner of said 20.0 acre tract;



Thence **North 84 degrees 45 minutes 29 seconds West**, along a south line of said 799.136 acre tract and along the north line of said 20.0 acre tract, (passing a 5/8" iron pin at a distance of 1,166.92 feet), a total distance of **1,206.04 feet** to an iron pin set at the southwest corner of said 79.136 acre tract, being the northwest corner of said 20.0 acre tract, and being on the east line of Silverlake Estates Section Two, as recorded in Plat Book 12, Page 39;

Thence **North 04 degrees 27 minutes 57 seconds East**, along the west line of said 79.136 acre tract and along the east line of said Silverlake Estates Section Two, a distance of **658.46 feet** to a 3/4" iron pipe (bent) found at the northwest corner of said 79.136 acre tract, (reference Clark County GPS Monument designated "CLARK 4" bearing South 86 degrees 10 minutes 49 seconds West at a distance of 2,493.77 feet), being the northeast corner of said Silverlake Estates Section Two, said iron pipe being on the north line of said Section 35, and being on the south line of that 84.357 acre tract of land described in a deed to Gregory M. Snyder and Amanda J. Snyder, of record in Official Record 1961, Page 1435;

Thence **South 84 degrees 27 minutes 21 seconds East**, along the north line of said Section 35, along the north line of said 79.136 acre tract, along the south line of said 84.357 acre tract, and along the common line between Bethel Township and Pike Township, a distance of **327.79 feet** to a 5/8" iron pin found at a northern corner of said 79.136 acre tract, said iron pin being at the common corner of the northwest quarter and northeast quarter of said Section 35;

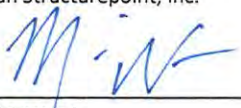
Thence **South 84 degrees 49 minutes 05 seconds East**, along the north line of said Section 35, along the north line of said 79.136 acre tract, and along the south lines of said 84.357 acre tract, those 41.174 acre and 48.474 acre tracts of land described in a deed to Richard E. Storck and Marilyn A. Storck, Grantors and/or Trustees of The Storck Family Revocable Living Trust, dated January 27, 2005, of record in Official Record 1736, Page 1688, that 0.419 acre tract of land described in a deed to Ronnie L. Salyers, of record in Official Record 1453, Page 724, and said 2.332 acre tract, (passing a 5/8" iron pin found 1.10 feet north at a distance of 16.50 feet, a 5/" iron pin found 1.44 feet north at a distance of 766.04 feet, and a 5/8" iron pin found 0.15 feet north at a distance of 2,090.66 feet), a total distance of **2,762.19 feet** to the **POINT OF BEGINNING** for this description.

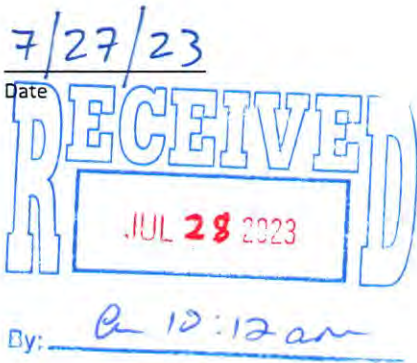
The above description contains a total area of **79.136 acres** (including 0.849 acres with the present road occupied) out of Clark County Auditor's Parcel Number 0150500029100006.

Iron pins referenced as set are 5/8" diameter by 30" long rebar with caps inscribed "ASI PS 8808".

Bearings described herein are based on the bearing of South 02 degrees 29 minutes 09 seconds West for the centerline of Addison-New Carlisle Road, as measured from Grid North, referenced to the Ohio State Plane Coordinate System (South Zone) and the North American Datum of 1983 (2011 Adjustment), established utilizing a GPS Survey and an NGS OPUS solution.

This description was prepared by Michael J. Ward, Registered Professional Surveyor Number 8808, is based on an actual survey of the premises performed under my direction, completed May 23, 2022, and is true and correct to the best of my knowledge and belief.

American Structurepoint, Inc.

Michael J. Ward
Registered Professional Surveyor No. 8808



ANNEXATION

DESCRIPTION OF 79.136 Acres

1790

Situated in the State of Ohio, County of Clark, Bethel Township, being located in Section 29 and 35, Township 3, Range 9, Between the Miamis, and being a part of that 79.136 acre tract of land described in a deed to **David A. Swearingen, Jerald J. Swearingen and Kathy Deaton as Trustees of the Swearingen Brothers Revocable Family Trust**, of record in Official Record 2223, Page ~~179~~, all records referenced herein are on file at the Office of the Recorder for Clark County, Ohio, and being further bounded and described as follows:

BEGINNING at a 1.5" iron pipe found at the northwest corner of said Section 29, being the northeast corner of said Section 35, and being in the north line of Bethel Township and the south line of Pike Township, said iron pipe being at a north corner of said 79.136 acre tract, and said iron pipe being on the south line of that 2.332 acre tract of land described in a deed to Ronnie L. Salyers, of record in Official Record 1407, Page 948;

Thence **South 84 degrees 43 minutes 34 seconds East**, along the north line of said Section 29, along the north line of said 79.136 acre tract, and along the south line of said 2.332 acre tract, (passing a 5/8" iron pin found with a "PS6028" cap at a distance of 52.45 feet), a total distance of **82.45 feet** to a harrows tooth found at the northeast corner of said 79.136 acre tract, being on the centerline of right-of-way for Addison-New Carlisle Road (right-of-way width varies), said harrows tooth being at the northwest corner of that 1.00 acre tract of land described in a deed to New Carlisle Health Facilities, LLC, of record in Official Record 202, Page 560;

Thence **South 02 degrees 29 minutes 09 seconds West**, along the east line of said 79.136 acre tract, along the centerline of right-of-way for said Addison-New Carlisle Road, and along the west lines of said 1.00 acre tract, those 0.559 acre and 5.353 acre tracts described in a deed to New Carlisle Health Facilities, LLC, of record in Official Record 1980, Page 2243, that 3.494 acre tract of land described in a deed to New Carlisle Providence, LLC, of record in Official Record 2056, Page 1785, that 1.0035 acre tract of land described in a deed to John Cecil Doyle, of record in Official Record 1850, Page 2428, and that 1.1145 acre tract of land described as Tract II in a deed to Gerald A. Poland and Janet M. Poland, Trustee(s) UAD July 16, 2020, The Gerald A. Poland and Janet M. Poland Revocable Living Trust, of record in Official Record 2175, Page 1999, a distance of **1,233.26 feet** to a MAG nail found at a southeast corner of said 79.136 acre tract, being the northeast corner of that 3.976 acre tract of land described in a deed to Steven G. Callon and Margaret E. Callon, of record in Official Record 2118, Page 2066;

Thence **North 84 degrees 37 minutes 16 seconds West**, along a south line of said 79.136 acre tract and along the north line of said 3.976 acre tract, (passing a 3/4" iron pipe at a distance of 30.05 feet), a total distance of **622.88 feet** to a 5/8" iron pin found at a southeast corner of said 79.136 acre tract, being the northwest corner of said 3.976 acre tract;

Thence **South 05 degrees 26 minutes 12 seconds West**, along an east line of said 79.136 acre tract and along the west line of said 3.976 acre tract, a distance of **152.02 feet** to a 3/4" iron pipe found at a southeast corner of said 79.136 acre tract, being the northeast corner of Northwood Subdivision Section Two, as record in Plat Book 10, Page 37;

Thence **North 84 degrees 44 minutes 15 seconds West**, along a south line of said 79.136 acre tract and along the north line of said Northwood Subdivision Section Two, (passing 5/8" iron pin found 0.23 feet south with a "ML Oxner" cap at a distance of 647.15 feet, a 3/4" iron pipe found 0.15 feet south at a distance of 887.33 feet, a 5/8" iron pin found 0.24 feet south at a distance of 947.36 feet, a MAG nail found at a distance of 1,127.30 feet, a 3/4" iron pipe found 0.12 feet north at a distance of 1,187.37 feet, and a PK Nail found at a distance of 1,247.51 feet), a total distance of **1,383.87 feet** to a southwest corner of said 79.136 acre tract, being the southeast corner of that 20.0 acre tract of land described in a deed to Board of Education of Tecumseh Local School District, of record in Official Record 1756, Page 212, (reference a 5/8" iron pin found bearing North 04 degrees 29 minutes 15 seconds East at a distance of 0.18 feet);

Thence **North 04 degrees 29 minutes 15 seconds East**, along a west line of said 79.136 acre tract and along the east line of said 20.0 acre tract, (passing a 5/8" iron pin found at a distance of 0.18 feet), a total distance of **722.41 feet** to a 1" iron pipe found at a southwest corner of said 79.136 acre tract, being the northeast corner of said 20.0 acre tract;

Thence **North 84 degrees 45 minutes 29 seconds West**, along a south line of said 799.136 acre tract and along the north line of said 20.0 acre tract, (passing a 5/8" iron pin at a distance of 1,166.92 feet), a total distance of **1,206.04 feet** to an iron pin set at the southwest corner of said 79.136 acre tract, being the northwest corner of said 20.0 acre tract, and being on the east line of Silverlake Estates Section Two, as recorded in Plat Book 12, Page 39;

Thence **North 04 degrees 27 minutes 57 seconds East**, along the west line of said 79.136 acre tract and along the east line of said Silverlake Estates Section Two, a distance of **658.46 feet** to a 3/4" iron pipe (bent) found at the northwest corner of said 79.136 acre tract, (reference Clark County GPS Monument designated "CLARK 4" bearing South 86 degrees 10 minutes 49 seconds West at a distance of 2,493.77 feet), being the northeast corner of said Silverlake Estates Section Two, said iron pipe being on the north line of said Section 35, and being on the south line of that 84.357 acre tract of land described in a deed to Gregory M. Snyder and Amanda J. Snyder, of record in Official Record 1961, Page 1435;

Thence **South 84 degrees 27 minutes 21 seconds East**, along the north line of said Section 35, along the north line of said 79.136 acre tract, along the south line of said 84.357 acre tract, and along the common line between Bethel Township and Pike Township, a distance of **327.79 feet** to a 5/8" iron pin found at a northern corner of said 79.136 acre tract, said iron pin being at the common corner of the northwest quarter and northeast quarter of said Section 35;

Thence **South 84 degrees 49 minutes 05 seconds East**, along the north line of said Section 35, along the north line of said 79.136 acre tract, and along the south lines of said 84.357 acre tract, those 41.174 acre and 48.474 acre tracts of land described in a deed to Richard E. Storck and Marilyn A. Storck, Grantors and/or Trustees of The Storck Family Revocable Living Trust, dated January 27, 2005, of record in Official Record 1736, Page 1688, that 0.419 acre tract of land described in a deed to Ronnie L. Salyers, of record in Official Record 1453, Page 724, and said 2.332 acre tract, (passing a 5/8" iron pin found 1.10 feet north at a distance of 16.50 feet, a 5/" iron pin found 1.44 feet north at a distance of 766.04 feet, and a 5/8" iron pin found 0.15 feet north at a distance of 2,090.66 feet), a total distance of **2,762.19 feet** to the **POINT OF BEGINNING** for this description.

The above description contains a total area of **79.136 acres** (including 0.849 acres with the present road occupied) out of Clark County Auditor's Parcel Number 0150500029100006.

Iron pins referenced as set are 5/8" diameter by 30" long rebar with caps inscribed "ASI PS 8808".

Bearings described herein are based on the bearing of South 02 degrees 29 minutes 09 seconds West for the centerline of Addison-New Carlisle Road, as measured from Grid North, referenced to the Ohio State Plane Coordinate System (South Zone) and the North American Datum of 1983 (2011 Adjustment), established utilizing a GPS Survey and an NGS OPUS solution.

This description was prepared by Michael J. Ward, Registered Professional Surveyor Number 8808, is based on an actual survey of the premises performed under my direction, completed May 23, 2022, and is true and correct to the best of my knowledge and belief.

American Structurepoint, Inc.

Michael J. Ward
Registered Professional Surveyor No. 8808

Date

CONTIGUITY DETAILS

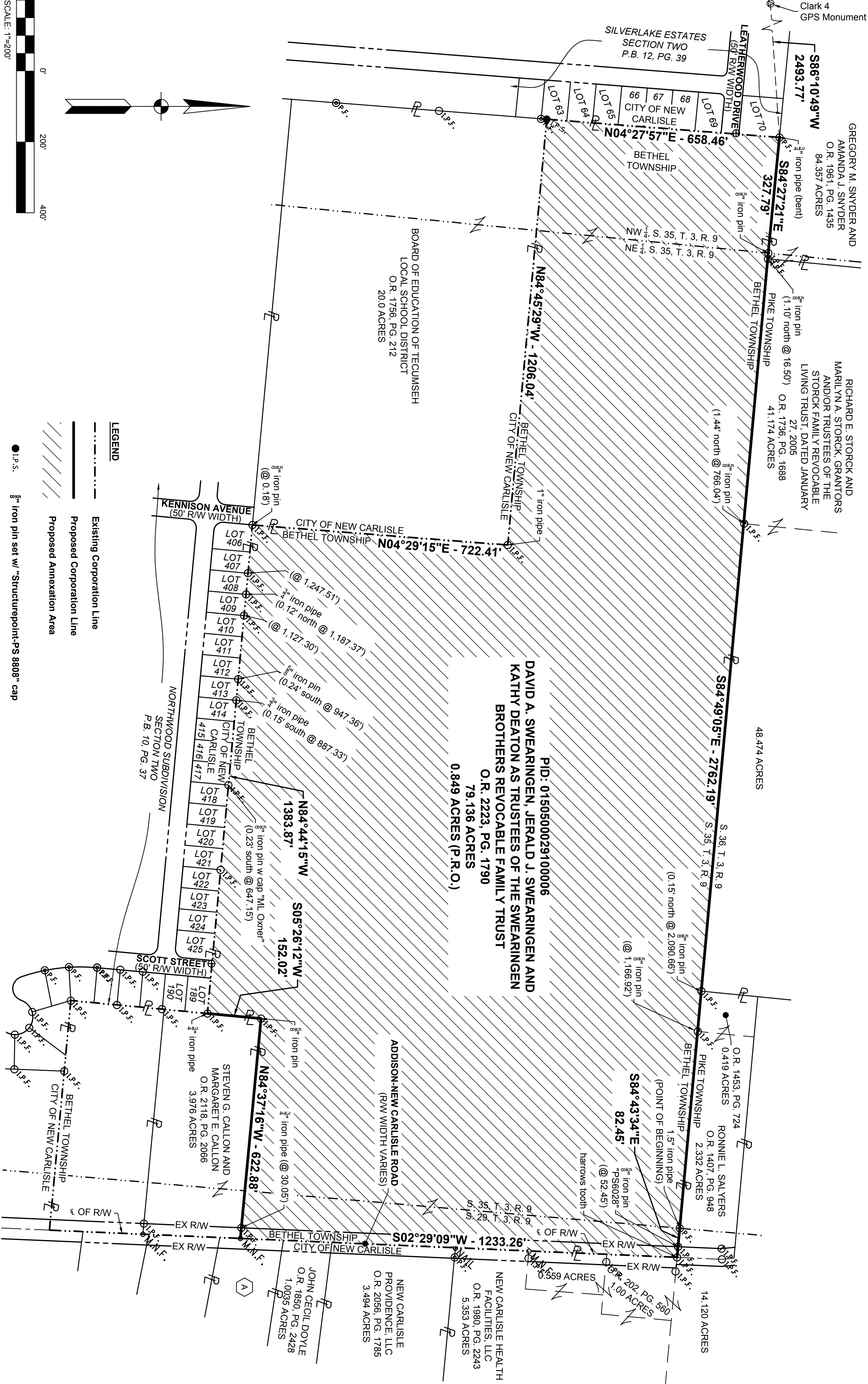
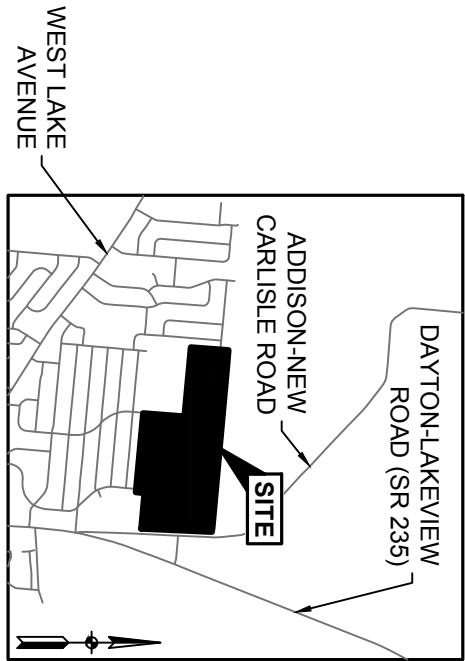
- Total Perimeter of Annexation: 9,151.37'
- Length of Contiguous Existing Corporation Line: 5,204.04' (56.87% of Total Perimeter)

GERALD A. POLAND AND JANET M.
POLAND, TRUSTEE(S) UAD JULY 16, 2020.
THE GERALD A. POLAND AND JANET M.
POLAND REVOCABLE LIVING TRUST
O.R. 2175, PG. 1999
1.1145 ACRES (PARCEL II)

ANNEXATION PLAT OF 79.136 ACRES
FROM BETHEL TOWNSHIP TO
CITY OF NEW CARLISLE

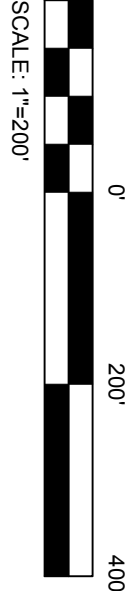
STATE OF OHIO, COUNTY OF CLARK, TOWNSHIP OF BETHEL,
SECTIONS 29 & 35, TOWNSHIP 3, RANGE 9,
BETWEEN THE MIAMIS

PRE-APPROVED
Not to be used for recording
Clark County Tax Map Department
Richard Hankison P.S. - Jun 09, 2023



BASIS OF BEARINGS

Bearings described hereon are based on South 02 degrees 29 minutes 09 seconds West for the centerline of Addison-New Carlisle Road, measured from Grid North, referenced to the Ohio State Plane Coordinate System (South Zone) and the North American Datum of 1983 (2011 Adjustment), as established utilizing a GPS survey and an NGS OPUS solution.



- LEGEND**
- Existing Corporation Line
 - Proposed Corporation Line
 - Proposed Annexation Area

- Iron pin set w/ "Structurepoint-PS 8808" cap
- Iron pipe found (see note for type, size, etc.)
- Iron pin found (see note for type, size, etc.)
- PK nail found
- MAG nail found
- Clark County GPS Monument

This plat of survey is based upon an actual survey performed of the premises in May, 2022 and is true and correct to the best of my knowledge and belief.

American Structurepoint, Inc.

Michael J. Ward Professional Land Surveyor 8808 Date



AMERICAN STRUCTUREPOINT INC.

2550 Corporate Exchange Dr, Ste 300 | Columbus, Ohio 43231
TEL 614.901.2235 | FAX 614.901.2236
www.structurepoint.com

ANNEXATION PLAT
FOR
MONROE MEADOWS
CLARK COUNTY, OHIO

DATE: 05/15/2023
DRAWN BY: MJW
CHECKED BY: MJW
JOB NUMBER: 2021.03113

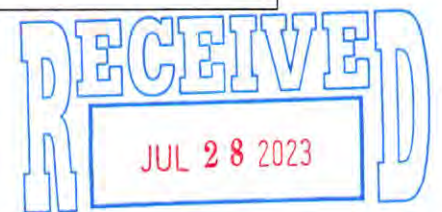
Adjacent Parcel Owner List

Owner(s) Name	Owner(s) Mailing Address	Address of Parcel	Parcel Number
WILLIAM E SANDERS SR.	1100 KENNISON AVE NEW CARLISLE, OH 45344	1100 KENNISON AVE NEW CARLISLE, OH 45344	300500035202001
RICHARD V & BARBARA J FISCHER SR	6811 S SCARFF RD NEW CARLISLE, OH 45344	237 DRAKE AVE NEW CARLISLE, OH 45344	300500035202002
		235 DRAKE AVE NEW CARLISLE OH 45344	300500035202003
MELINDA T LEVI	233 DRAKE AVE NEW CARLISLE, OH 45344	233 DRAKE AVE NEW CARLISLE, OH 45344	300500035202004
CHARLES E NELSON & TERESA L THOMPSON	303 KEARNY DR CROSSVILLE, TN 38555	231 DRAKE AVE NEW CARLISLE, OH 45344	300500035202005
KIMBERLY KNEPP	229 DRAKE AVE NEW CARLISLE, OH 45344	229 DRAKE AVE NEW CARLISLE, OH 45344	300500035202006
JOHN B FRANKS	308 FENWICK DR NEW CARLISLE, OH 45344	227 DRAKE AVE NEW CARLISLE, OH 45344	300500035202007
GRACE HOLLY MYERS	225 DRAKE AVE NEW CARLISLE, OH 45344	225 DRAKE AVE NEW CARLISLE, OH 45344	300500035202008
LYNN C BLACKBURN	223 DRAKE AVE NEW CARLISLE, OH 45344	223 DRAKE AVE NEW CARLISLE, OH 45344	300500035202009
WILLIAM D MOLLA	221 DRAKE AVE NEW CARLISLE, OH 45344	221 DRAKE AVE NEW CARLISLE, OH 45344	300500035202010
ROGER & CRYSTAL RITCHIE	219 DRAKE AVE NEW CARLISLE, OH 45344	219 DRAKE AVE NEW CARLISLE, OH 45344	300500035202011
PARK HILLS SENTRE LTD	217 DRAKE AVE NEW CARLISLE, OH 45344	217 DRAKE AVE NEW CARLISLE, OH 45344	300500035202012

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JUL 28 2023

By: Jan 10:12am

Owner(s) Name	Owner(s) Mailing Address	Address of Parcel	Parcel Number
MICHELLE PAGE	215 DRAKE AVE NEW CARLISLE, OH 45344	215 DRAKE AVE NEW CARLISLE, OH 45344	300500035202013
JONATHAN P SIROIN & MORGAN D PRIDE	213 DRAKE AVE NEW CARLISLE, OH 45344	213 DRAKE AVE NEW CARLISLE, OH 45344	300500035202014
TORI A HESS	211 DRAKE AVE NEW CARLISLE, OH 45344	211 DRAKE AVE NEW CARLISLE, OH 45344	300500035202015
CHARLENE HENDERSON, TRUSTEE	209 DRAKE AVE NEW CARLISLE, OH 45344	209 DRAKE AVE NEW CARLISLE, OH 45344	300500035202016
JAMIE WHITAKER	207 DRAKE AVE NEW CARLISLE, OH 45344	207 DRAKE AVE NEW CARLISLE, OH 45344	300500035202017
SANDRA A GANSHEIMER	205 DRAKE AVE NEW CARLISLE, OH 45344	205 DRAKE AVE NEW CARLISLE, OH 45344	300500035202018
CALEB MJ CETONE	1101 N SCOTT ST NEW CARLISLE, OH 435344	1101 N SCOTT ST NEW CARLISLE, OH 435344	300500035202020
TERRY L & SHEILA R TONER	812 BAYBERRY DR NEW CARLISLE, OH 435344	812 BAYBERRY DR NEW CARLISLE, OH 435344	300500035110007
DONALD L & JENNIFER L VAUGHN	814 BAYBERRY DR NEW CARLISLE, OH 435344	814 BAYBERRY DR NEW CARLISLE, OH 435344	300500035110006
WILLIAM MICHAEL NORMAN	816 BAYBERRY DR NEW CARLISLE, OH 435344	816 BAYBERRY DR NEW CARLISLE, OH 435344	300500035110005
MICHAEL D VUKOVIC	818 BAYBERRY DR NEW CARLISLE, OH 435344	818 BAYBERRY DR NEW CARLISLE, OH 435344	300500035110004
DANNY BLAIR	820 BAYBERRY DR NEW CARLISLE, OH 435344	820 BAYBERRY DR NEW CARLISLE, OH 435344	300500035110003
TERRY SOWERS	822 BAYBERRY DR NEW CARLISLE, OH 435344	822 BAYBERRY DR NEW CARLISLE, OH 435344	300500035110002



Owner(s) Name	Owner(s) Mailing Address	Address of Parcel	Parcel Number
MICHAEL W & CAROL L HEITZMAN	896 LEATHERWOOD DR NEW CARLISLE, OH 435344	896 LEATHERWOOD DR NEW CARLISLE, OH 435344	300500035110001
SUSAN E LAMBERT	897 LEATHERWOOD DR NEW CARLISLE, OH 435344	897 LEATHERWOOD DR NEW CARLISLE, OH 435344	300500035107007
GREGORY M. SNYDER & AMANDA J. SNYDER	517 BISCHOFF RD NEW CARLISLE, OH 435344	2291 ADDISON NEW CARLISLE RD NEW CARLISLE, OH 45344	2600500036000010
RICHARD E. STORCK & MARILYN A. STORCK, TRUSTEES	8675 ULERY RD NEW CARLISLE, OH 435344	ADDISON NEW CARLISLE RD NEW CARLISLE, OH 435344	2600500036000010
RONNIE L. SALYERS	1961 ADDISON NEW CARLISLE RD NEW CARLISLE, OH 435344	1961 ADDISON NEW CARLISLE RD NEW CARLISLE, OH 435344	2600500036000050
NEW CARLISLE HEALTH FACILITIES LLC	VANCREST HEALTH CARE CENTERS, 120 W MAIN ST STE 200 VAN WERT, OH 45891	1948 ADDISON-NEW CARLISLE RD NEW CARLISLE, OH 45344	300500029102012
NEW CARLISLE HEALTH FACILITIES LLC	VANCREST HEALTH CARE CENTERS, 120 W MAIN ST STE 200 VAN WERT, OH 45891	1885 DAYTON LAKEVIEW RD NEW CARLISLE, OH 45344	300500029102015
NEW CARLISLE PROVIDENCE LLC	5089 N DAYTON LAKEVIEW RD NEW CARLISLE, OH 45344	1833 N DAYTON-LAKEVIEW RD NEW CARLISLE, OH 45344	300500029102004
JOHN CECIL DOYLE	1801 N DAYTON-LAKEVIEW RD NEW CARLISLE, OH 45344	1801 N DAYTON-LAKEVIEW RD NEW CARLISLE, OH 45344	300500029102005

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JUL 28 2023
By: On 10:12 am

Owner(s) Name	Owner(s) Mailing Address	Address of Parcel	Parcel Number
GERALD A. & JANET M POLAND, TRUSTEES	1779 N DAYTON- LAKEVIEW RD NEW CARLISLE, OH 45344	1779 N DAYTON- LAKEVIEW RD NEW CARLISLE, OH 45344	300500029102006
STEVEN G & MARGARET E CALLON	1769 ADDISON- NEW CARLISLE RD NEW CARLISLE, OH 45344	1769 ADDISON-NEW CARLISLE RD NEW CARLISLE, OH 45344	150500029100005
BOARD OF EDUCATION OF TECUMSEH LOCAL SCHOOLS	9760 W NATIONAL RD NEW CARLISLE, OH 45344	1203 KENNISON AVE NEW CARLISLE, OH 45344	300500035200004

0139377.0756432 4859-4650-0979v1

RECEIVED
JUL 28 2023

By: Am 10:12 am

RESOLUTION 2023-12R

A RESOLUTION ADOPTING A STATEMENT OF SERVICES FOR A PROPOSED ANNEXATION OF 79.136 ACRES, MORE OR LESS, FROM BETHEL TOWNSHIP, CLARK COUNTY TO THE CITY OF NEW CARLISLE

WHEREAS, an annexation petition for 79.136 acres, more or less, from Bethel Township, Clark County to the City of New Carlisle was filed in the offices of the Clark County Commissioners by Thaddeus M. Boggs, Attorney/Agent for Petitioner, the Swearingen Brothers Revocable Family Trust (“the Property”); and

WHEREAS, Section 709.023 (C) of the Ohio Revised Code requires that, within twenty days after the annexation petition is filed, the municipal corporation to which annexation is proposed shall adopt a resolution stating what services the municipal corporation will provide to the territory proposed for annexation and an approximate date by which it will provide services to the territory proposed for annexation, upon annexation; and

WHEREAS, the area proposed for annexation lies within New Carlisle’s Water and Sewer service area.

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

Section 1. The City of New Carlisle will provide the following municipal services for the Property (the 79.136 acres, more or less immediately north of Drake Avenue and immediately west of Addison New Carlisle Road and located in Bethel Township, Clark County, Ohio) immediately upon the annexation of the area to the City of New Carlisle, Ohio, which is expected to be approximately January 15, 2024.

Service Assessment

- **Police Protection**

The City of New Carlisle contracts with the Clark County Sheriff’s Office for police protection within its City limits. The City has its own Sheriff’s substation and is located approximately 13 miles from the main Sheriff’s Office in Springfield, Ohio. The Clark County Sheriff’s Office provides 24-hour 911 service to City residents. The Property will be fully served with these services at the same or similar level now being provided to other areas of the City upon annexation.

- **Fire Protection and Emergency Medical Service (EMS)**

The City of New Carlisle operates its own Fire and EMS Division that will provide both fire and EMS services to the Property at the same or similar level now being provided to other areas of the City upon annexation.

- **Solid Waste Collection**

The City of New Carlisle contracts for residential trash collection and recycling services. Each residential unit will need to establish an account to receive this service.

- **Water Distribution**

The Property is located within the City of New Carlisle's Water service area. The existing 12-inch water line located on the north side of Leatherwood Drive at the dead end and the existing 6-inch water line located on the north side of North Scott Street will provide water service to the Property.

- **Sanitary Sewer (Wastewater) Collection**

The Property is located within the service area of the City of New Carlisle's Sanitary Sewer District. Service to the Property will be provided by the 10-inch sewer located on North Scott Street to the southeast side of the Property and the 8-inch sewer located on Addison-New Carlisle Road to the east of the Property.

- **Roads and Streets**

The roads serving this Property are Addison-New Carlisle Road, North Scott Street and Leatherwood Drive. The Official Thoroughfare Plan indicates that Addison-New Carlisle Road is a Collector Road and is to have 60 feet of right-of-way. If a development occurs on this Property, then an additional right-of-way will need to be dedicated to the City. North Scott Street and Leatherwood Drive are considered Local Roads. Any new roads or streets within a proposed development, which would be dedicated to the City, would be maintained to the same degree and extent that these public facilities are maintained in areas with similar land use and population.

- **Zoning and Community Plan**

Upon annexation, the Property will be zoned A, Agricultural, as that is the zoning classification most closely conforming to the zoning as it exists before annexation. Planning Commission will then recommend the appropriate permanent zoning district.

Section 2. This Resolution shall become effective at the earliest period authorized by law.

Passed this _____ day of _____, 2023.

Mike Lowrey, Mayor

Emily Berner, Clerk of Council

APPROVED AS TO FORM:

Jacob M. Jeffries, DIRECTOR OF LAW

1st _____

2nd: _____

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

Totals:

Pass

Fail

Intro: 08/07/2023

Action: 08/07/2023

Effective: 08/22/2023

RESOLUTION 2023-13R

A RESOLUTION REGARDING POSSIBLE INCOMPATIBLE LAND USES AND ZONING BUFFER FOR A PROPOSED ANNEXATION OF 79.136 ACRES, MORE OR LESS, FROM BETHEL TOWNSHIP, CLARK COUNTY TO THE CITY OF NEW CARLISLE, OHIO AS REQUIRED BY SECTION 709.023(C) OF THE OHIO REVISED CODE

WHEREAS, an expedited type II annexation petition was filed with the Board of County Commissioners of Clark County and received by the Clerk of the City on July 28, 2023 for the annexation of approximately 79.136± acres from Bethel Township to the City of New Carlisle; and

WHEREAS, the expedited type II method of annexation, pursuant to Section 709.023(C) of the Ohio Revised Code, requires that within 20 days of the petition being filed, the municipality to which annexation is proposed must adopt an ordinance or resolution relating to land uses and buffers if the territory proposed to be annexed is currently subject to either county zoning pursuant to Chapter 303 of the Ohio Revised Code or township zoning pursuant to Chapter 519 of the Ohio Revised Code; and

WHEREAS, the territory proposed for annexation is currently subject to county zoning pursuant to Chapter 303 of the Ohio Revised Code; and

WHEREAS, pursuant to Section 709.023(C) of the Ohio Revised Code, this resolution must state that should (a) the territory be annexed and (b) subsequently becomes subject to municipal zoning, and (c) the municipal zoning permits uses in the annexed territory that the municipal corporation determines are clearly incompatible with the uses permitted under current county or township zoning in the adjacent land remaining in the township from which the territory was annexed, then the city will require, in the zoning ordinance permitting the incompatible uses, the owner of the annexed territory to provide a buffer separating the use of the annexed territory and the adjacent land remaining within the township; and

WHEREAS, pursuant to Section 709.023(C) of the Ohio Revised Code, "buffer" includes open space, landscaping, fences, walls, and other structured elements; streets and street rights-of-way; and bicycle and pedestrian paths and sidewalks.

NOW, THEREFORE THE CITY OF NEW CARLISLE, OHIO HEREBY RESOLVES, that:

Section 1. The City of New Carlisle adopts the following statement for the 79.136± acres, more or less, in Bethel Township, Clark County:

Should the territory (a) be annexed and (b) subsequently become subject to zoning pursuant to the New Carlisle Codified Ordinances, and (c) the municipal zoning permits uses in the annexed territory that New Carlisle determines are clearly incompatible with the uses permitted under current county or township zoning in the adjacent land remaining in the township from which the territory was annexed, then the New Carlisle City Council will require, in the zoning ordinance permitting the incompatible uses, the owner of the annexed territory to provide a buffer separating the use of the annexed territory and the adjacent land remaining within the township should land adjacent to the territory be determined to be unincorporated territory.

Section 2. This Resolution shall become effective at the earliest period authorized by law.

Passed this _____ day of _____, 2023.

Mike Lowrey, MAYOR

Emily Berner, Clerk of Council

APPROVED AS TO FORM:

Jacob M. Jeffries, DIRECTOR OF LAW

1st _____

2nd: _____

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

Totals:

Pass

Fail

Intro: 08/07/2023

Action: 08/07/2023

Effective: 08/22/2023

ORDINANCE 2023-42

AN ORDINANCE SUPPLEMENTING CERTAIN APPROPRIATIONS CONTAINED IN NEW CARLISLE CITY ORDINANCE 2022-62

WHEREAS, Ordinance 2022-62 is the Annual Appropriations Ordinance for the City of New Carlisle for the fiscal year ending December 31, 2023; and

WHEREAS, it is necessary to amend certain appropriations contained therein pursuant to subsections (a) and (c) of Section 7.09 of the Municipal Charter.

NOW, THEREFORE THE CITY OF NEW CARLISLE HEREBY ORDAINS that the annual appropriations shall be supplemented as follows:

SECTION 1. To bring the City's appropriations in line with the required expenses of the City of New Carlisle for the fiscal period ending December 31, 2023, the 2023 appropriations are hereby increased for the following fund/fund types by the amounts shown:

FUND	DESCRIPTION	INCREASE	REASON
101 General Fund			
	101.2000.53500	\$ 40,000.00	101 2nd Floor Repairs/Remodeling/Office Equipment
		\$ 14,000.00	2024 Downtown Hanging Baskets/Flowers
TOTAL REVENUE		\$ 54,000.00	

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

Passed this _____ day of _____, 2023.

Mike Lowrey, Mayor

Emily Berner, Clerk of Council

APPROVED AS TO FORM:

Jake Jeffries, Law Director

1st _____

2nd: _____

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

Totals:

Pass

Fail

Intro: 07/17/2023

Action: 08/07/2023

Effective: 08/22/2023

ORDINANCE 2023-43

AN ORDINANCE AUTHORIZING THE CITY MANAGER OR THE DIRECTOR OF PUBLIC SERVICE/ASSISTANT CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR THE DECORATIVE STREETLIGHT LED UPGRADE PROJECT (CLA-SR 235/571-04.36/01.05 PID NO. 118645)

WHEREAS, the City and the Ohio Department of Transportation (ODOT) have determined that the decorative streetlights along State Route 235 and State Route 571 within the municipality need to be upgraded with new LED fixtures; and

WHEREAS, the City's decorative streetlight project is a transportation activity eligible to receive Federal funding through the Federal Highway Administration (FHWA); and

WHEREAS, ODOT has been designated by the FHWA as the agency in Ohio to administer FHWA's Federal funding programs; and

WHEREAS, ODOT has requested that the City enter into the attached LPA Federal ODOT-LET Project Agreement, which sets forth the responsibilities of the City and ODOT, before proceeding with the project; and

WHEREAS, the total cost of the project is estimated to be \$539,800 with the City being responsible for approximately \$98,800 of that amount; and

WHEREAS, the City has decided that it would be in the best interests of the health, safety and welfare of its citizens to complete the decorative streetlight project known as CLA-SR 235/571-04.36/01.05 PID No. 118645.

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

1. **Project Description.** The proposed project involves upgrading the decorative streetlights with new LED fixtures along State Route 235 and State Route 571 within the City of New Carlisle, in Clark County, Ohio. This project is further identified as CLA-SR 235/571-04.36/01.05 PID No. 118645 (Project).
2. **Consent.** The City has determined that the Project is in the public interest and hereby gives consent to the Ohio Director of Transportation to complete the Project.
3. **Cooperation.** The City shall cooperate with the Director of Transportation in the development and construction of the Project as follows:
 - a. The City agrees to assume and bear One Hundred Percent (100%) of the entire cost of the improvement, less the amount of Federal-aid and State funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U.S. Department of Transportation.

- b. The City shall pay One Hundred Percent (100%) of the cost associated with other work that the City requests, if any, which is not necessary for the construction of the Project as determined by the State and Federal Highway Administration.
 - c. The City further agrees that change orders and extra work contracts required to fulfill the construction contracts shall be processed as needed. The State shall not approve a change order or extra work contract until it first gives notice, in writing, to the City. The City shall contribute its share of the cost of these items in accordance with other sections herein.
 - d. The City further agrees that if Federal Funds are used to pay the cost of any consultant contract, the City shall comply with 23 CFR 172 in the selection of its consultant and the administration of the consultant contract. Further, the City agrees to incorporate ODOT's "Specifications for Consulting Services" as a contract document in all of its consultant contracts. The City agrees to require, as a scope of services clause, that all plans prepared by the consultant must conform to ODOT's current design standards and that the consultant shall be responsible for ongoing consultant involvement during the construction phase of the Project. The City agrees to include a completion schedule acceptable to ODOT and to assist ODOT in rating the consultant's performance through ODOT's Consultant Evaluation System.
4. **Utilities and Right-of-Way.** The City agrees that any right-of-way (if applicable) required for the Project will be acquired and/or made available in accordance with applicable State and Federal regulations. It is the understanding of the City that right-of-way costs include eligible utility costs. The City further agrees that all utility accommodation, relocation and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.
5. **Maintenance.** Upon completion of the Project, and unless otherwise agreed, the City shall (1) provide adequate maintenance for the Project in accordance with all applicable State and Federal law, including, but not limited to, Title 23, U.S.C., Section 116; (2) provide ample financial provisions, as necessary, for such maintenance of the Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.
6. **Authority to Sign.** The City Manager, or the Director of Public Service/Assistant City Manager as the City Manager's designee, is hereby authorized and empowered to execute the attached LPA Federal ODOT-LET Project Agreement in addition to all other documents and agreements and to take any other actions as may be necessary for the Project.

SIGNATURE PAGE TO FOLLOW

Passed this _____ day of _____, 2023.

Mike Lowrey, MAYOR

Emily Berner, CLERK OF COUNCIL

APPROVED AS TO FORM:

Jacob M. Jeffries, DIRECTOR OF LAW

1st _____

2nd: _____

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

Totals:

Pass

Fail

Intro: 07/17/2023

Action: 08/07/2023

Effective: 08/22/2023

LPA FEDERAL ODOT-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223, and the City of New Carlisle, hereinafter referred to as the LPA, 331 S. Church Street, PO Box 419, New Carlisle, Ohio 45344.

1. PURPOSE

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (hereinafter referred to as FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the **Ohio Revised Code** (hereinafter referred to as ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The CLA – SR 235/571 – 04.36/01.05 (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities of ODOT and the LPA for administration of the PROJECT.

2. LEGAL REFERENCES

- 2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:

A. FEDERAL

- 2 CFR Part 200
- 23 CFR 172 "Administration of Engineering and Design Related Design Related Service Contracts"
- 23 CFR 630.106 Authorization to Proceed
- 23 CFR 636.116 - Organizational Conflict of Interest Requirements for Design-Build Projects
- 23 CFR 645 - Utilities
- 48 CFR Part 31 – Federal Acquisition Regulations
- 49 CFR PART 26 - Participation by Disadvantaged Business Enterprises "DBE" in Department of Transportation Financial Assistance Programs
- 23 USC 112 "Letting of Contracts"
- 40 USC Subtitle I, Chapter 11, Sections 1101-1104, the "Brooks Act." – "Selection of Architects and Engineers"
- Federal Funding Accountability and Transparency Act (FFATA)

B. STATE

- ORC 153.65 through 153.71
- ORC 5501.03(D)
- OAC 4733-35-05

C. ODOT

- ODOT's Manual for Administration of Contracts for Professional Services
- ODOT's Specifications for Consulting Services – 2016 Edition
- ODOT's Consultant Prequalification Requirements and Procedures
- State of Ohio Department of Transportation Construction and Material Specifications Manual
- State of Ohio Department of Transportation Construction Administration Manual of Procedures

2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

3. FUNDING

3.1 The total cost for the PROJECT is estimated to be \$ 539,800 as set forth in Attachment 1. ODOT shall provide to the LPA 100 percent of the eligible Preliminary Engineering costs, up to a maximum of \$ 45,800 in Federal Carbon Reduction funds w/ TRC and 80 percent of the eligible Construction costs, up to a maximum of \$ 395,200 in Federal Carbon Reduction funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements and construction engineering/inspection activities.

3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100 percent Locally funded work, and all cost overruns and contractor claims in excess of the maximum(s) indicated in 3.1 above.

3.3 All funding from ODOT under this Agreement operates on a reimbursement basis. The LPA shall review and/or approve all contractor invoices for materials, equipment, and labor prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT.

3.4 The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for reimbursement of the state share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed daily as the items of work are completed and accepted.

3.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's invoice from the LPA.

3.6 The LPA shall certify in writing that the PROJECT was developed and delivered in compliance with the terms, conditions and requirements of the PROJECT Agreement with his/her Professional Engineer's seal and signature. The LPA shall then provide the final report to the ODOT District within 6 months of the physical completion date of the PROJECT so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided

to the District prior to the end of the 6 months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, then this process must be repeated until the PROJECT is completed. Failure to follow this process may result in the immediate close-out of the PROJECT and loss of further funding.

3.7 Payment or reimbursement to the LPA shall be submitted to:

City of New Carlisle
331 S Church St, PO Box 419
New Carlisle, Ohio 45344

4. PROJECT DEVELOPMENT

- 4.1 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.
- 4.2 Project Development shall follow ODOT's Project Development Process and all ODOT standards for environmental evaluations, design, plan preparation, right of way acquisition, utility relocation and other processes as set out in the Department's Design Reference Resource Center, available on ODOT's website (www.dot.state.oh.us/drrc/Pages/default.aspx). Responsibilities for development of the project shall be as follows and further described herein:

LPA ODOT Let Project Responsibility Assignments

PDP Phase	Activity	Responsibility		Commentary
		LPA	ODOT	
Planning	All	X		ODOT to provide coordination as needed
Preliminary Engineering	All	X		ODOT to: 1) Provide coordination as needed 2) Review all plans and documents and provide comments
Environmental Engineering	Stage 1 Plans	X		ODOT to review all plans and documents and provide comments.
	Stage 2 Plans	X		ODOT to review all plans and documents and provide comments.
	Value Engineering		X	ODOT will coordinate Value Engineering if required. Refer to Section 4.8.
	Cost Estimates	X		LPA/Consultant shall prepare in Estimator format.

	NEPA	X		ODOT will coordinate NEPA approval. Refer to Section 4.7 for Environmental Responsibilities.
	Permits		X	ODOT will obtain permits needed to construct the project.
	R/W Plans	X		ODOT to review all plans and documents and provide comments.
	Public/Stakeholder Involvement	X		ODOT to review all PI plans and materials and provide comments.
Final Engineering & R/W	R/W Acquisition & Relocation	X		Refer to Section 6 for detailed requirements.
	Utility Relocation		X	Refer to Section 6.6 for additional details.
	Railroad Coordination and Agreements		X	Refer to Section 6.8 for additional details.
	Stage 3 Plans	X		ODOT to review all plans and documents and provide comments.
	Cost Estimates	X		LPA shall prepare in Estimator format.
	Final Plan Package	X		ODOT to review all plans and documents and provide comments.
	Mitigation		X	ODOT will coordinate any required mitigation efforts.
	Public/Stakeholder Involvement	X		ODOT to review all PI plans and materials and provide comments.
Construction	Advertise		X	LPA and consultants to assist in responding to bidder questions and preparation of any addenda.
	Award		X	ODOT Awards Committee
	Administer Construction Contract		X	ODOT will administer the construction contract. The LPA and LPA's consultants shall respond promptly to requests for information or other construction issues.
	Public/Stakeholder Involvement	X	X	ODOT to coordinate in cooperation with the LPA.

All Phases	Federal Authorizations		X	ODOT will coordinate and obtain all needed FHWA Authorizations and notify the LPA upon approval.
All Phases	Encumbrance of Funds		X	ODOT will encumber funds in accordance with this agreement.

- 4.3 The LPA shall designate an LPA employee to act as the LPA Project Manager and act as the point of contact for all communications with ODOT.
- 4.4 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 4.5 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.
- 4.6 Environmental Responsibilities
- A. In the administration of this PROJECT, the Permittee shall be responsible for conducting any required public involvement activities, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act and related regulations, including the requirements of the National Historic Preservation Act.
 - B. If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire a consultant in accordance with Section 5.
 - C. ODOT shall be responsible for the review of all environmental documents and reports, and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
 - D. Whichever party obtains the Project's environmental clearance or permits shall be responsible for assuring compliance with all commitments made as part of such clearance or permit requirements during the construction of the project.
 - E. The LPA shall require its consultant to prepare a final environmental document pursuant to the requirements of the National Environmental Policy Act.
 - F. The LPA shall require its consultant to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.
 - G. The LPA shall provide a letter indicating the proposed Best Management Practices (BMPs) to be utilized for post construction storm water management in accordance with the Ohio EPA National Pollutant Discharge Elimination System (NPDES) Construction General Permit. If no BMPs are proposed, a letter stating concurrence is required from the Ohio EPA.
- 4.7 Use of ODOT Consultant Agreements

- A. ODOT may provide services through ODOT held consultant agreements at its discretion subject to funding participation by the LPA. Agreements that may be available for use include the following:
1. If the LPA chooses to utilize the CEAO task order contract for environmental services, the parties agree that the total cost shall be shared based on the following percentages: 80 percent federal/state funds and 20 percent local funds. The LPA agrees to pay its share of the estimated cost upon receipt of an invoice from ODOT prior to the issuance of any acquisition authorization. Once the Project is completed and the final costs determined, the LPA shall be refunded any excess amount paid if the total cost is below the estimated cost, or it shall be invoiced for its share of any increased cost above the estimated cost. The LPA agrees that it shall participate at the same funding percentage if the final costs exceed the estimated cost.
 2. If the LPA chooses to utilize the CEAO task order contract for right-of-way acquisition services, the parties agree that the total cost shall be shared based on the following percentages: 80 percent federal/state funds and 20 percent local funds. The LPA agrees to pay its share of the estimated cost upon receipt of an invoice from ODOT prior to the issuance of any acquisition authorization. Once the Project is completed and the final costs determined, the LPA shall be refunded any excess amount paid if the total cost is below the estimated cost, or it shall be invoiced for its share of any increased cost above the estimated cost. The LPA agrees that it shall participate at the same funding percentage if the final costs exceed the estimated cost.
 3. Value Engineering. If Value Engineering is required, the Department may elect to use an ODOT held agreement to assist in administering the Value Engineering process. If Value Engineering is required, the LPA shall require its consultants to participate as needed.

5. CONSULTANT SELECTION AND ADMINISTRATION

5.1 General Requirements

- A. The LPA must select a consultant/ consultant team that is prequalified by ODOT for all services to be performed by the consultant and subconsultants.
- B. The LPA must incorporate ODOT's "Specifications for Consulting Services – 2016 Edition" as a contract document in all of its consultant contracts.
- C. The LPA must require, as a scope of services clause, that project development follow ODOT's Project Development Process, and that all documents and plans prepared by the consultant must conform to ODOT's current standards, including the electronic deliverable requirements of ODOT's CADD Engineering Standards Manual, and Location and Design Manual Volume 3, Section 1500.
- D. The LPA consultant agreement must provide for ongoing consultant involvement during the construction phase of the Project.
- E. The LPA consultant agreement must include a completion schedule acceptable to ODOT.
- F. The LPA must assist ODOT in rating the consultant's performance through ODOT's Consultant Evaluation System.

- G. The LPA must cooperate with ODOT in directing additional or corrective work, and to recover damages due to errors or omissions.
- H. If Federal Funds are used to pay the cost of any contract for professional services, the LPA must comply with 23 CFR 172, Sections 153.65 through 153.71 of the Ohio Revised Code and Section 5.2 below in the selection of consultants, and administer consultant agreements in accordance with ODOT's Manual for Administration of Contracts for Professional Services. Professional services, as defined in Sections 5526.01 and 153.65(C) of the Ohio Revised Code, include the practice of engineering (including inspection of construction), the practice of surveying, the practice of architecture including landscape architecture, evaluation of environmental impacts, right-of-way acquisition services and administration of construction contract claims.

5.2 Procedures for LPA Selection of Consultants for Agreements that Include Federal Funds in Preliminary Engineering

A. Policies in Selection of Consultants

1. Restrictions Concerning LPA Preferences

The LPA **shall not** offer direction to consultants concerning preferences (or informal sanctions) for certain subconsultants or team arrangements. These arrangements are business decisions that must be made by consultants without direction from the LPA. The LPA must make selection decisions on the basis of proposed teams without advance "steering" of teams.

2. Communications Restrictions

Please note the following policy concerning communication between Consultants and the LPA during the announcement and selection process:

During the time period between advertisement and the announcement of final consultant selections for the Programmatic Selection Process, communication with consultants (or their agents) shall be limited as follows:

a. Communications which are strictly prohibited:

- (1) Communication with the LPA: Any marketing or similar discussions of the specific project if the consultant has submitted or plans to submit a letter of interest, or is included as a subconsultant on a submittal by another firm.

b. Allowable communications include:

- (1) Project administration activities for authorized agreements, scope and negotiation activities for projects selected but not under contract.
- (2) Technical or scope of services questions specific to projects posted with a programmatic group.

c. When completed selections must be publicly announced.

3. Advertisement

For selection procedures that require public notification, Requests for Letters of Interest “RFLol” must be advertised on the Consultant Services page of ODOT’s website.

4. Disclosure of Selection Information

All selection information including consultant letters of interest shall be available for public disclosure upon completion of the selection.

Information that is not subject to public disclosure at any time includes financial statements and other confidential financial information submitted by a consultant.

5. Supporting Documentation

Documentation supporting the solicitation, proposal, evaluation, and selection of the consultant shall be retained.

6. Prohibited Selection Factors

- a. Price shall not be used as a factor in the evaluation, ranking, and selection phase. All price or cost related items which include, but are not limited to, cost proposals, direct salaries/wage rates, indirect cost rates, and other direct costs are prohibited from being used as evaluation criteria.
- b. In-State or local **preference** shall not be used as a factor in the evaluation, ranking, and selection phase. State licensing laws are not preempted by this provision and professional licensure within a jurisdiction may be established as a requirement for the minimum qualifications and competence of a consultant to perform the solicited services.

Refer to Section 5.2.C.1.n. below for additional guidance concerning the use of local **presence** as a nominal evaluation factor where appropriate.

B. Consultant Selection Processes

The LPA may use any one of five consultant selection processes permitted by 23 CFR 172 and ORC 153.65 – 153.71, the use of which depends on the complexity of the project, estimated total fee, the number of available qualified consultants and whether an emergency exists. The Programmatic and Technical Proposal selection processes are competitive qualifications based selection processes governed by 23 CFR 172.7(a)(1) and ORC 153.65 – 153.71. These selection processes require solicitation, evaluation, ranking, selection, and negotiation in accordance with the qualifications-based selection procurement procedures for architectural and engineering services codified under 40 U.S.C. 1101-1104, commonly referred to as the Brooks Act or Selection of Architects and Engineers.

The Small Purchase selection process is a non-competitive selection process governed by 23 CFR 172.7(a)(2) and ORC 153.71(A). Agreements with total fees less than \$50,000 are eligible for this selection process.

The Emergency and Special Expertise selection processes are non-competitive selection processes governed by 23 CFR 172.7(a)(3) and ORC 153.71.

1. Programmatic Selection Process

The Programmatic Selection Process is a one-step selection process intended to shorten the selection/authorization process for non-complex projects while reducing paperwork and administrative costs for both consultants and the State. In this process consultants are selected based on standard letter of interest content, and a standard Selection Rating Form.. The “Programmatic” selection process should be used for most projects that do not meet the criteria for the more elaborate Technical Proposal Selection Process.

2. Technical Proposal Selection Process

The technical proposal selection process is a two-step process intended for use on larger, more complex projects for which a more informed selection decision can be made based on additional information received through the submittal of a (more elaborate) Technical Proposal, and/or presentations/interviews. The Technical Proposal Selection Process is appropriate to use under the following circumstances:

- a. Complex projects involving multiple PDP steps and multiple disciplines including planning, environmental and design services.
- b. Projects that include complex project management challenges in which the role of the consultant project manager will be crucial to project success, and may require extensive public involvement activities.
- c. Specialized services for which the LPA has limited experience and performance records for past projects.
- d. Generally any project for which a single submittal does not provide sufficient information to make a well informed selection decision.

The technical proposal selection process includes the initial submittal of a letter of interest similar to the Programmatic Selection Process, and then “shortlisting” to at least three of the most highly qualified firms. The standard letter of interest content may be revised to include increased page limits and project specific content. The shortlisted firms are then required to submit additional written information (technical proposal) and/or participate in additional discussions or presentation/interview. The content of the technical proposal and the format of interviews can be tailored to fit the requirements of specific projects.

Discussions, if required by the RFLOI, may be written, by telephone, video conference, or by oral presentation/interview and shall be with at least three of the most highly qualified consultants to clarify the technical approach, qualifications, and capabilities provided in response to the RFLOI.

The process for shortlisting at least three consultants is identical to that of the Programmatic Selection Process. The final selection of a single consultant also follows the same process but considers the written technical proposal and/or presentation/interview along with the initial letter of interest.

3. Emergency Selection Process

The LPA may directly select a consultants for a project determined by the Director of Transportation to be an emergency which will not permit the time necessary to conduct a competitive selection process. Contract costs shall be negotiated in accordance with Chapter 3, Section 3.9 of ODOT’s Consultant Contract Administration.

4. Small Purchase Selection Process

The LPA may directly select consultants without solicitation for projects with an estimated total fee of less than \$50,000. The scope of work, project phases, and contract requirements shall not be broken down into smaller components merely to permit the use of fee exempt procedures. The following requirements apply:

- a. The qualifications of a minimum of three consultants must be reviewed prior to selection. The consultants considered for selection and the reasons for selecting the most qualified consultant shall be documented.

In instances where two or fewer consultants are considered qualified, the LPA may proceed with evaluation and selection if it is determined that the project requirements did not contain conditions or requirements that arbitrarily limited competition. The reasons for proceeding with the selection shall be documented.

- b. The full amount of any contract modification that would cause the total contract amount to exceed \$50,000 is ineligible for Federal-aid funding. The FHWA may withdraw all Federal-aid from a contract if Federal funds are used in modifying an agreement above the \$50,000 simplified acquisition threshold.
- c. Contract costs shall be negotiated in accordance with Chapter 3, Section 3.9 of ODOT's Consultant Contract Administration.

5. Special Expertise Selection Process

The LPA may directly select consultants for projects for which the service is available only from a single source. Contract costs shall be negotiated in accordance with Chapter 3, Section 3.9 of ODOT's Consultant Contract Administration.

C. Selection Procedures – Programmatic Selection Process

1. Letter of Interest Content

Requests for Letters of Interest (RFLol) shall include the following:

- a. Project name from Ellis (County-Route-Section);
- b. A description of the project including the location.
- c. A description of the selection process to be used, including the number of steps (direct selection based on the information provided, or a two-step process with a short list and technical proposal and/or interviews, etc.), and the selection rating criteria to be used. The standard selection rating form included herein should be used for most projects.
- d. Any restrictions on communicating with government officials during the selection process.
- e. Any restrictions concerning suspended or debarred firms.
- f. Date that the letter of interest is due. The minimum response time shall be two weeks from the initial posting date.

- g. The approximate construction cost if available.
- h. Any special provisions or contract requirements associated with the services.
- i. The following notification:

The [LPA] in accordance with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all bidders including disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency in consideration for an award.

- j. The DBE Goal requirements and related selection procedures.
- k. Major work elements involved.
- l. A detailed scope of services for the agreement.
- m. The ODOT prequalification(s) required to provide the services;
- n. Subfactors - Any important aspects of a project, if any, that will play a large role in the consultant selection process.

In-State or local preference shall not be used as a selection factor or subfactor, however a local presence may be used as a nominal evaluation factor where appropriate. This criteria shall not be based on political or jurisdictional boundaries and may be applied on a project-by-project basis for contracts where a need has been established for a consultant to provide a local presence, a local presence will add value to the quality and efficiency of the project, and application of this criteria leaves an appropriate number of qualified consultants, given the nature and size of the project. If a consultant from outside of the locality area indicates as part of a proposal that it will satisfy the criteria in some manner, such as establishing a local project office, that commitment shall be considered to have satisfied the local presence criteria.

- o. The contract type and payment method(s) anticipated to contract for the solicited services. Refer to Chapter 4 of ODOT's Consultant Contract Administration for detailed explanations of contract types and payment methods.
- p. Estimated date of authorization.
- q. Time period in which the work must be completed.
- r. Instructions for submitting a letter of interest including content and required format. The information requested should be consistent with the rating criteria.
- s. Required content of the letter of interest (RFLol) including;
 - (1) The firm's general qualifications.
 - (2) Proposed key staff including key subconsultant staff and project approach.

- (3) A listing of subconsultants including project responsibility.
- (4) Whether resumes of key staff members must be submitted.
- (5) Other information needed to make an informed selection decision.

2. Evaluation Process

- a. Initially evaluate all firms for compliance with the following requirements, advise Districts of the firms that must be eliminated from further consideration and the reason for elimination:
 - (1) Compliance with general LOI requirements, current negligence issues, and ongoing performance issues identified through CES, overall low CES rating, insufficient staff, excessive workload, or any other significant issues relative to a firm's performance.
 - (2) Inclusion on the list of firms suspended or debarred by the Federal Government.
 - (3) For projects noted as having DBE Goals, ODOT will determine whether the consultant made a good faith effort to meet the goal in accordance with 49 CFR 26.53 and Appendix A to Part 26. The letter of interest must show that the consultant has made good faith efforts to meet the goal. Good faith efforts may include: (1) Documentation that the consultant has obtained enough DBE or EDGE (Encouraging Diversity, Growth and Equity) participation to meet the goal; or (2) Documentation that it made adequate good faith efforts, as defined in 49 CFR 26.53, to meet the goal, even though it did not succeed in obtaining enough DBE/EDGE participation to do so. Consultants that do not show good faith efforts to meet the Goal will not be eligible for selection.
- b. Compliance with prequalification requirements.
- c. Reduce the number of firms to 3-6 for each project through a process of elimination, based on the selection rating factors included in the Consultant Selection Rating Form. Firms may be eliminated due to fatal flaws, overall weakness of team relative to other firms, weak project approach, etc. Provide written documentation concerning the reasons for eliminating a firm from consideration.

In instances where two or fewer consultants respond to the RFLol, or two or fewer consultants are considered qualified to be shortlisted, the LPA may proceed with evaluation and selection if it is determined that the solicitation did not contain conditions or requirements that arbitrarily limited competition. The reasons for proceeding with the selection shall be documented.

- d. For each project, rate each shortlisted firm using the selection rating form. Supplement the numerical ratings with written comments that explain the differential scoring. The highest rated firm shall be selected.

3. Selection Rating Procedures

- a. ODOT's standard consultant selection rating form is shown below. The LPA may use a modified selection rating form that meets the requirements of 23 CFR 172 and ORC 153.65 – 153.71.

- b. Selection evaluations should be based on collaborative discussions of the selection committee members concerning the overall strengths and weaknesses of the teams, including the relative importance of the various selection rating factors relative to the specific requirements of the project. Numerical weights are a guide as to what is important but the selection should not be a mathematical exercise consisting of the addition of scores determined by individual team members. The selection team members should work to reach consensus in determining a single selection rating including written comments that document the reasons for the numerical scores.
- c. For each selection rating factor, each short listed firm shall be ranked, with the highest ranked firm receiving the maximum number of points, and lower ranked firms receiving commensurately lower scores. If firms are considered to be equally qualified, the firms may receive the same score for that selection rating factor. The rankings and scores should be based on each firm's specific proposal and project approach, including the named project manager, staff and subconsultants. Experience on similar projects, past performance for the LPA and other agencies should be considered. The selection committee may contact other ODOT Districts and outside agencies if necessary. Any subfactors identified in the RFLol should be weighed heavily in the differential scoring.

Differential scoring should consider the relative importance of a selection factor in the success of a given project. The project manager's role in a simple project may be less important than for a complex project, and differential scoring should reflect this, with higher differential scores assigned to projects that require a larger role for the project manager. Similar consideration should be given to all selection factors

4. ODOT's Consultant Selection Rating Form and Selection Rating Notes

Category	Total Value	Scoring Criteria	Score
Management & Team			
Project Manager	10	See Note a. below	
Strength/Experience of Assigned Staff including Subconsultants	25	See Note b. below	
Firm's Current Workload/ Availability of Personnel	10	See Note c. below	
Consultant's Past Performance	30	See Note d. below	
Project Approach	25	See Note e. below	
Total	100		

The following discussion addresses each selection rating factor including scoring methodology, appropriate sources of information and factors that may not be considered.

- a. Project Manager

The proposed project manager for each consultant shall be ranked, with the highest ranked project manager receiving the greatest number of points, and lower ranked project managers receiving commensurately lower scores. The rankings and scores should be based on each project manager's experience on similar projects and past performance for the LPA. The selection committee may contact ODOT and outside agencies if necessary. Any subfactors identified should be weighed heavily in the differential scoring.

Differential scoring should consider the relative importance of the project manager's role in the success of a given project. The project manager's role in a simple project may be less important than for a complex project, and differential scoring should reflect this, with higher differentials assigned to projects that require a larger role for the project manager.

b. Strength/Experience of Assigned Staff including Subconsultants

The experience and strength of the assigned staff, including subconsultant staff, should be ranked and scored as noted for Number 1 above, with higher differential scores assigned on more difficult projects. Any subfactors identified in the project notification should be weighed heavily in the differential scoring.

As above, ODOT and other agencies may be contacted.

c. Firm's Current Workload/ Availability of Personnel (Considered at statewide meeting)

In instances when consultant's current workload may impact their ability to complete the work as proposed, the firm's current workload and availability of qualified personnel shall be considered.

d. Consultant's Past Performance

The consultants' past performance on similar projects, including subconsultant performance, shall be ranked and scored on a relative, differential scoring type basis, with the highest ranked consultant receiving a commensurately greater number of points. The selection team should consider ODOT CES performance ratings if available, and consult other ODOT Districts, ODOT Central Offices, and other agencies as appropriate. The use of CES ratings shall place emphasis on the specific type of services requested.

The differential scoring should consider the complexity of the project and any subfactors identified in the project notification.

e. Project Approach

Evaluation of the firm's project approach shall consider:

- (1) The firm's technical approach and understanding of the project.
- (2) The firm's qualifications for the project including knowledge and experience concerning relevant ODOT standards, procedures and guidance documents.
- (3) Any innovative ideas.

When considering this factor in rating firms, the type of project and the relevance of this factor to the project must be considered. For task order and construction inspection projects, and small uncomplicated design projects, the possibility for innovation may be very limited. Larger more complex projects will generally offer more opportunities for innovation. Consultants that identify truly innovative ideas should receive credit in the selection rating, but this factor can be disregarded when projects offer little opportunity for innovation.

- (4) The firm's project specific plan for ensuring increased quality, reduced project delivery time and reduced project costs.

These factors will be relatively more important and relevant to a complex PDP project, and much less important for a construction inspection or task order contract. Please remember that Federal rules prohibit consideration of overhead rates, wage rates or any other cost data submitted voluntarily by the consultant.

D. Negotiation of Consultant Agreements

Agreements shall be negotiated in accordance with ODOT's Manual for Administration of Contracts for Professional Services, Volume 1 Consultant Contract Administration, Section 3.9.

E. Agreements

ODOT will prepare the LPA/Consultant Agreement between the Consultant and LPA. The agreement will be transmitted to the LPA by the ODOT District Office. A copy of the executed LPA/Consultant Agreement shall be returned to the District Office.

F. Documentation of Consultant Selections

The LPA shall maintain a consultant selection file that includes the following information, and provide copies of all documents to the District for their files.

1. A copy of the Request for Proposal and the date posted on ODOT's website;
2. A listing of firms that submitted Letters of Interest;
3. Letters of Interest from all firms that submitted;
4. Selection rating forms and any supporting notes and documentation, including membership of the selection committee;
5. A listing of firms selected to submit technical proposals (if applicable), copies of the technical proposals, and related correspondence;
6. Selected consultant's Price Proposal;
7. Negotiation records; and
8. A copy of the Agreement, Scope of Services, authorization letter, Invoice and Project Schedule, and any other documents relevant to the agreement.

6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION

- 6.1 All right-of-way acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (hereinafter referred to as Uniform Act), any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. Refer to Sections 4.2 and 4.4 concerning Federal authorization.

- 6.2 If existing and newly-acquired right of way is required for this PROJECT, the LPA shall certify that the all right of way has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective right of way functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform right of way acquisition work is not permitted to perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer.
- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.
- 6.5 The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that all right of way has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with PROJECT construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the PROJECT real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.
- 6.6 ODOT will coordinate with utilities, complete RE-75 forms, establish encumbrances towards each utility if needed, prepare an invoice to the LPA for the local share, and pay the State share as needed. In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. In the event that a utility is delaying the relocation of its facilities, the LPA shall take any action necessary to order and cause the removal and relocation of such utility. No reimbursable costs shall be incurred prior to the receipt of Federal Authorization for Right of Way from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval.
- 6.8 ODOT shall be responsible for any necessary railroad coordination and agreements in accordance with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.
- 6.9 Consistent with sections 10.1 and 10.4 of this agreement, the LPA shall assure that, if any property acquired for this project is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 10.1 and 10.4

of this agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this project that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.

7. ADVERTISING, SALE AND AWARD

- 7.1 ODOT will prepare the State's estimate and manage the advertising, sale and award process. The LPA and its consultant shall assist in responding to bidder questions, preparation of any addenda and other coordination as needed. ODOT's Awards Committee shall determine award of the contract.

8. CONSTRUCTION CONTRACT ADMINISTRATION

- 8.1 ODOT will administer the construction contract in accordance with ODOT's Construction Administration Manual of Procedures. The LPA and LPA's consultants shall respond promptly to requests for information or other construction issues. The LPA shall review and approve all change orders. The LPA and LPA's consultant shall assist in defending ODOT against any contractor claims.

9. CERTIFICATION AND RECAPTURE OF FUNDS

- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the project, any funds recovered from contractor performance and payment bond(s) and consultant insurance shall be used to offset the Federal dollars reimbursed to FHWA.

10. NONDISCRIMINATION

- 10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other

than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such PROJECT work.

- 10.3 The LPA shall ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. For a PROJECT upon which a DBE goal is assigned, the LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

Disadvantaged Business Enterprise (DBE) Requirement. DBE participation goals (subcontracts, materials, supplies) have been set on this project for those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the ORC.

Pursuant to 49 CFR 26.13(b), the LPA agrees not to discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The LPA agrees to carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. The LPA understands that failure to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as ODOT deems appropriate.

- 10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest") agrees as follows:

(1) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").

(2) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, or disability, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.

(3) **Solicitations for Professional Services:** In all solicitations for professional services made by the LPA for work to be performed under a contract or subcontract, each potential consultant will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

(4) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions.

Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the LPA under the contract until the LPA complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The LPA will include the provisions of paragraphs (1) through (5) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

- 11.1 The LPA shall ensure that any designs, specifications, processes, devices or other intellectual properties specifically devised for the PROJECT by its consultants or contractors performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultants and contractors shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices or other intellectual properties, and in providing them to the PROJECT, shall relinquish any such protections should they exist.
- 11.2 The LPA shall not allow its consultants or contractors to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant or contractor has provided for such use by suitable legal agreement with the owner of such copyright, patent or similar protection. A consultant or contractor making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.
- 11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

- 12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or neglect are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this agreement with thirty (30) days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.
- 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.
- 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.
- 12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.
13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS
- 13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the ORC.
- 13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.
14. NOTICE

14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

If to ODOT:

Howard Kitko, Public Service Director	Blake Simpson, PE
City of New Carlisle	Ohio Department of Transportation
331 S Church St, PO Box 419	1001 St. Marys Avenue
New Carlisle, Ohio 45344	Sidney, Ohio 45365
hkitko@newcarlisleohio.gov	Blake.Simpson@dot.ohio.gov

15. GENERAL PROVISIONS

15.1 Recovery of LPA's allocable project Direct Labor, Fringe Benefits, and/or Indirect Costs:

To be eligible to recover any costs associated with the LPA's internal labor forces allocable to this project, the LPA shall make an appropriate selection below: *[LPA official must initial the option selected.]*

☐
1. No cost recovery of LPA's project direct labor, fringe benefits, or overhead costs.

- (A) The LPA **does not** currently maintain an ODOT approved federally compliant time-tracking system, **and**
 (B) The LPA **does not** intend to have a federally compliant time-tracking system developed, implemented, and approved by ODOT prior to the period of performance of this project, **and/or**
 (C) The LPA **does not** intend to pursue recovery of these project direct labor, fringe benefits, or overhead costs during the period of performance of this project agreement.

☐
2. Direct labor plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.¹

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this project, an ODOT approved federally compliant time-tracking system, **and**
 (B) The LPA **does not** currently have, and **does not** intend to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this project.

☐
3. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.²

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this project, an ODOT approved federally compliant time-tracking system, **and**
 (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this project.

¹ The De Minimis Indirect Cost Rate is 10 percent of modified total direct costs (MTDC) per 2 CFR §200.414. Regardless of whether the LPA subrecipient negotiates overhead rates with ODOT or uses the 10-percent de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs, and then potentially associated fringe/indirect costs, only if the labor costs are accumulated, tracked, and allocated in accordance with compliant systems. Before an LPA is eligible to invoice ODOT for and recover the 10% de minimis indirect cost rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits.

² The fringe benefits rate billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the ODOT Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rate for that fiscal year to determine which rate is applicable. Accordingly, the fringe benefits rate applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rate.



4. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the LPA's ODOT approved Indirect Cost Rate.³

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this project, an ODOT approved federally compliant time-tracking system, **and**
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this project, **and**
- (C) Instead of using the Federal 10% De Minimis Indirect Cost Rate, the LPA currently has, or intends to negotiate, an ODOT approved indirect cost rate prior to the period of performance of this project.

For any allocable project labor costs to be eligible for reimbursement with Federal and/or State funds, the LPA must maintain compliance with all timekeeping requirements specified in 2 CFR Part 200 and the ODOT LPA Cost Recovery Guidance, including ODOT Questions and Answers and related supplementary guidance, as applicable. Additionally, if the LPA elects to recover fringe and/or indirect costs, the LPA shall maintain compliance with Appendix VII of 2 CFR Part 200 and the LATP Manual of Procedures.

- 15.2 Financial Reporting and Audit Requirements: If one or more phases of this AGREEMENT include a sub-award of federal funds to the LPA, the LPA shall comply with the financial reporting and audit requirements of 2 CFR Part 200. If not, the financial reporting and audit requirements remain with ODOT.

All non-federal entities, including ODOT's LPA subrecipients, that have aggregate federal awards expenditures from all sources of \$750,000 or more in the non-federal entity's fiscal year must have a Single Audit, or program-specific audit, conducted for that year in accordance with the provisions of 2 CFR Part 200.

LPAs that expend Federal and State funds in the Preliminary Engineering and/or Right of Way phases of the Project must track these payments throughout the life of the project in order to ensure an accurate Schedule of Expenditures of Federal Award (hereinafter referred to as SEFA) is prepared annually for all *Applicable Federal Funds*. *Applicable Federal Funds* are those that are identified with the various project phases of this agreement as a subaward. *Applicable Federal Funds* include not only those LPA project expenditures that ODOT subsequently reimburses with Federal funds, but also those Federal funds project expenditures that are disbursed directly by ODOT upon the request of the LPA.

The LPA must separately identify each ODOT PID and/or Project and the corresponding expenditures on its SEFA. LPAs are responsible for ensuring funds related to this PROJECT are reported when the activity related to the Federal award occurs.⁴ Further, the LPA may make this determination consistent with 2 CFR §200.502 and its established accounting method to determine expenditures including accrual, modified accrual or cash basis.

When project expenditures are not accurately reported on the SEFA, the LPA may be required to make corrections to and republish the SEFA to ensure Federal funds are accurately reported in the correct fiscal year. An ODOT request for the restatement of a previously published SEFA will be coordinated with the Ohio Auditor of State.

³ The fringe benefits and indirect cost rates billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rates for that fiscal year to determine which rates are applicable. Accordingly, the rates applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rates.

⁴ Per 2 CFR §200.502

- 15.3 **Record Retention:** The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years after FHWA approves the LPA's final Federal voucher for reimbursement of PROJECT expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this contract.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

- 15.4 **Ohio Ethics Laws:** LPA agrees they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the ORC.
- 15.5 **State Property Drug-Free Workplace Compliance:** In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 15.6 **Governing Law:** This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 15.7 **Assignment:** Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 15.8 **Merger and Modification:** This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.9 **Severability:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.10 **Signatures:** Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.
- 15.11 **Facsimile Signatures:** Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile signature on any other party delivered in such a manner as if such signature were an original.

The parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

LPA: CITY OF NEW CARLISLE

**STATE OF OHIO
OHIO DEPARTMENT OF TRANSPORTATION**

By: _____

By: _____

Title: _____

Jack Marchbanks
Director

Date: _____

Date: _____

Attachment 1 PID: 118645

C-R-S: CLA - SR235/571 - 04.36/01.05

PROJECT BUDGET - SOURCES AND USES OF FUNDS

SOURCES	LPA FUNDS			FHWA FUNDS			TOLL REVENUE CREDIT			TOTALS
USES	Amount	%	SAC	Amount	%	SAC	Amount	%	SAC	
PRELIMINARY ENGINEERING - ENVIRONMENTAL COSTS				\$12,880	80%	4CD7	\$3,220	20%	TRC	\$16,100
PRELIMINARY ENGINEERING - DETAILED DESIGN COSTS				\$23,760	80%	4CD7	\$5,940	20%	TRC	\$29,700
PROJECT CONSTRUCTION COSTS	\$91,480	20%	LNTP	\$365,920	80%	4CD7				\$457,400
CONSTRUCTION ENGINEERING / INSPECTION COSTS	\$7,320	20%	LNTP	\$29,280	80%	4CD7				\$36,600
TOTALS	\$98,800			\$431,840			\$9,160			\$539,800

Attachment 2**DIRECT PAYMENT OF CONSULTANT**

At the direction of the LPA and upon approval of ODOT, payments for work performed under the terms of the Agreement by the LPA's contractor shall be paid directly to the contractor in the pro-rata share of Federal/State participation. The invoice package shall be prepared by the LPA as previously defined in this Agreement and shall indicate that the payment is to be made to the contractor. In addition, the invoice must state the contractor's name, mailing address and OAKS Vendor ID. Separate invoices shall be submitted for payments that are to be made to the contractor and those that are to be made to the LPA.

When ODOT uses Federal funds to make payment to the contractor, all such payments are considered to be expenditures of Federal funds received and expended by the LPA (sub recipient). Accordingly, the LPA is responsible for tracking the receipts and payments and reporting the payments Federal (Receipts) Expenditures on the Schedule of Expenditures of Federal Awards (SEFA). An LPA that fails to report these funds accurately and timely may be required to restate the SEFA to comply with Federal reporting requirements.

We _____ request that all payments for the Federal/State share of the construction costs of this Agreement performed by _____ be paid directly to _____.

VENDOR Name:	
Oaks Vendor ID:	
Mailing Address:	
LPA signature:	

LPA Name:	
Oaks Vendor ID:	
Mailing Address:	
ODOT Approval signature:	

ORDINANCE 2023-44

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

WHEREAS, this Council did adopt Resolution No. 2023-10R on the 7th day of August, 2023, declaring therein the proposed improvement hereinafter described; and

WHEREAS, pursuant to said Resolution, estimated assessments with respect to said improvement were duly prepared and placed on file with the Office of the Clerk of Council; and

WHEREAS, no objection to said estimated assessments has been filed.

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

SECTION 1. It is hereby determined that the City is to proceed with the improvement of certain public streets within the corporate limits of the City of New Carlisle, Ohio by lighting them in accordance with the plans, profiles, specifications and cost estimate for said improvement heretofore approved and filed with the Office of the Clerk.

SECTION 2. The estimated assessments of the cost of said improvement heretofore prepared and filed with the Office of said Clerk are adopted.

SECTION 3. It is further determined that the portion of the cost of said improvement to be assessed against the benefited property shall be assessed in the amount, manner and number of installments as provided for in said Resolution declaring the necessity of improvements.

SECTION 4. That all claims for damages resulting from said improvement that have been filed in accordance with law, if any, shall be inquired into after the completion of said improvement.

SECTION 5. The City Manager of the City of New Carlisle is hereby authorized and directed to cause said lighting improvement to be made by Miami Valley Lighting in accordance with the agreement between Miami Valley Lighting and the City of New Carlisle currently in effect.

SIGNATURE PAGE TO FOLLOW

Passed this _____ day of _____, 2023.

Mike Lowrey, Mayor

Emily Berner, Clerk of Council

APPROVED AS TO FORM:

Jake Jeffries, DIRECTOR OF LAW

1st _____

2nd: _____

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

Totals:

Pass

Fail

Intro: 08/07/2023

Action: 08/21/2022

Effective: 09/05/2023

ORDINANCE 2023-45

AN ORDINANCE LEVYING ASSESSMENTS FOR THE IMPROVEMENT OF CERTAIN PUBLIC STREETS WITHIN THE CORPORATE LIMITS OF THE CITY OF NEW CARLISLE, OHIO BY LIGHTING THEM

WHEREAS, this Council did on the 7th day of August, 2023, duly adopt Resolution 2023-10R, declaring the necessity of the improvement therein and hereinafter described; and

WHEREAS, this Council did on the 21st day of August, 2023, duly adopt Ordinance 2023-44, determining to proceed with said improvement and adopting the estimated assessments theretofore filed with respect to said improvement; and

WHEREAS, the actual cost of the improvement has now been ascertained and placed on file with the Office of the Clerk and has been reported to this Council; and

WHEREAS, estimated assessments for said improvement heretofore adopted by Ordinance 2023-44 have been adjusted so that said assessments, as adjusted, are in the same proportion to said estimated assessments as the actual cost of said improvement is to the estimated cost of said improvements; and

WHEREAS, the adjusted estimates are now on file with the Office of the Clerk.

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

SECTION 1. The adjusted assessments for improving certain public streets within the corporate limits of the City of New Carlisle by lighting them, as heretofore reported to this Council and now on file with the Office of the Clerk, and in the estimated aggregate amount of \$94,138.20, be and the same hereby are adopted and confirmed.

SECTION 2. There be, and hereby are, levied and assessed upon the lots and lands bounding and abutting upon said improvement, amounts reported in said adjusted assessments as aforesaid, which assessments are at the rate of (\$0.60) per front foot. Said assessments do not exceed any statutory limitation and are for calendar year 2024. The assessed lots and lands are set forth in the schedule on file with the Office of the Clerk and are made a part hereof by reference.

SECTION 3. It is hereby determined that the adjusted assessments hereinbefore referred to are in the same proportion to the estimated assessments as the actual cost of said improvement bears to the estimated cost of said improvement upon which such estimated assessments were made.

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SECTION 4. The acceptable methods of payment are cash, check or money order. The payment schedule for the special assessments to be levied, payable to the Clark County Auditor in cash, check or money order and which such payment shall include the Auditor's collection fee of 4%, will be two annual installments, or the owner of any property assessed may, at his/her option, pay such assessment in cash to the City of New Carlisle within ten days after notice of passage of the Ordinance levying such assessments. Assessments not paid in full within the ten-day period will be certified by the Clerk of Council to said Auditor for placement on the tax duplicate and collection as provided by law.

SECTION 5. The Finance Director is authorized and directed to keep said adjusted assessments on file for as long as any of them remain unpaid.

SECTION 6. The Finance Director be, and hereby is, authorized and directed to cause notice of the levying of the assessments herein provided for to be filed with the Clark County Auditor within thirty (30) days after the passage of the Ordinance.

Passed this _____ day of _____, 2023.

Mike Lowrey, Mayor

Emily Berner, Clerk of Council

APPROVED AS TO FORM:

Jake Jeffries, DIRECTOR OF LAW

1st _____

2nd: _____

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

Totals:

Pass

Fail

Intro: 08/07/2023

Action: 08/21/202

Effective: 09/05/2023

ORDINANCE 2023-46

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

WHEREAS, certain City residents have delinquent water and sewer accounts; and

WHEREAS, Section 1040.16(d) of the Municipal Code provides that all charges for water are a lien assessed against the property served and collectible in the same manner as other tax assessments thereon; and

WHEREAS, Section 1042.32 of the Municipal Code provides that unpaid billings for sewer, together with accrued penalties, shall be certified pursuant to the Ohio Revised Code to the County Auditor, who shall place such delinquencies upon the real property tax duplicate for the property being served, and such delinquencies shall be a lien assessed against the property and collected in the same manner as other tax assessments thereon; and

WHEREAS, Section 743.04 of the Ohio Revised Code provides that the City may certify such delinquent accounts to the County Auditor for placement thereof upon the real property tax list and duplicate against the property served for collection in the same manner as other taxes.

NOW, THEREFORE, THE CITY OF NEW CARLISLE HEREBY ORDAINS as follows:

SECTION 1. The following delinquent water and sewer utility accounts are hereby certified to the Auditor of Clark County for placement upon the tax list and duplicate for collection in the same manner as other taxes as provided by law:

Name: Brian McDaniel
Property Address: 914 Firwood, New Carlisle, OH 45344
Parcel Number: 0300500035114022
Amount due: \$588.94

Name: William Molla
Property Address: 221 Drake, New Carlisle, OH 45344
Parcel Number: 0300500035202010
Amount due: \$64.35

SIGNATURE PAGE TO FOLLOW

Passed this _____ day of _____, 2023.

Michael Lowrey, MAYOR

Emily Berner, CLERK

APPROVED AS TO FORM:

Jacob M. Jeffries, DIRECTOR OF LAW

1st _____

2nd: _____

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

Totals:

Pass

Fail

Intro: 08/07/2023

Action: 08/21/2023

Effective: 09/05/2023

ORDINANCE 2023-47

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

WHEREAS, pursuant to Municipal Code Section 1460.26(a), no owner of land in the City may allow his or her grass, weeds or rank vegetation to grow in excess of six inches; and

WHEREAS, the City Planning Director, or his or her designee, or Code Enforcement Officer is required to serve written notice upon any owner, lessee, agent or tenant, having charge of the land in the City in violation of said code, notifying him or her of the Municipal Code violation and that they must cut their grass, weeds or rank vegetation within five days of receipt of the notice; and

WHEREAS, the owners, lessees, agents or tenants listed below, having charge of such land in violation of said code, were advised to cut their grass, weeds or rank vegetation; and

WHEREAS, there has been no acknowledgement from the owners, lessees, agents or tenants having charge of such land; and

WHEREAS, under Municipal Code Section 660.13, if the owner, lessee, agent or tenant having charge of such land fails to comply with the notice, the Director of Public Service is required to schedule the cutting of such land's grass, weeds or rank vegetation, and may submit a bill to the owner, lessee, agent or tenant having charge of such land for the sum of money due to the City for performing such service plus an administrative fee; and

WHEREAS, the City cut the grass, weeds or rank vegetation of such properties in violation of said code and billed the owners, lessees, agents or tenants for such services; and

WHEREAS, the owners, lessees, agents or tenants having charge of such land did not pay their bills from the City; and

WHEREAS, Section 660.13(g) of the Municipal Code provides that such charges for service, if not received by the City within ten days after receipt of such notice by the owner, lessee, agent or tenant having charge of such land, plus an additional administrative charge of ten percent, are a lien against the property served and collectible in the same manner as other tax assessments thereon; and

WHEREAS, Section 731.54 of the Ohio Revised Code provides that the Municipality may certify such delinquent charges for services to the County Auditor for placement thereof upon the real property tax list and duplicate against the property served for collection in the same manner as other taxes.

NOW, THEREFORE, THE CITY OF NEW CARLISLE, OHIO, HEREBY ORDAINS as follows:

SECTION 1. The following delinquent charges for grass cutting services are hereby certified to the Auditor of Clark County for placement upon the tax list and duplicate against the property served for collection in the same manner as other taxes as provided by law:

Property Address: 815 Bayberry Drive,
New Carlisle, OH 45344
Parcel Number: 0300500035109020
Amount Due: **\$1,993.75**

Property Address: 302 Villa Drive,
New Carlisle, OH 45344
Parcel Number: 0300500035418002
Amount Due: **\$1,725.63**

Property Address: 505 Funston Avenue,
New Carlisle, OH 45344
Parcel Number: 0300500035104006
Amount Due: **\$357.50**

Property Address: 522 N. Scott Street,
New Carlisle, OH 45344
Parcel Number: 0300500035409007
Amount Due: **\$398.75**

Property Address: 415 S. Main Street,
New Carlisle, OH 45344
Parcel Number: 0300500034222040
Amount Due: **\$797.50**

Parcel Address: 221 Drake Avenue,
New Carlisle, OH 45344
Parcel Number: 0300500035202010
Amount Due: **\$2,530.00**

Parcel Address: 914 W. Lake Avenue,
New Carlisle, OH 45344
Parcel Number: 0300500035302053
Amount Due: **\$577.50**

Parcel Address: 212 Rawson Drive,
New Carlisle, OH 45344
Parcel Number: 0300500035206011
Amount Due: **\$660.00**

Parcel Address: 220-220.5 S. Main Street,
New Carlisle, OH 45344
Parcel Number: 0300500029308001
Amount Due: **\$316.25**

Parcel Address: 211 Smith Street,
New Carlisle, OH 45344
Parcel Number: 0300500035417008
Amount Due: **\$398.75**

Property Address: 532 Glenn Avenue,
New Carlisle, OH 45344
Parcel Number: 0300500035305001
Amount Due: **\$1,471.25**

Parcel Address: 219 Rawson Drive,
New Carlisle, OH 45344
Parcel Number: 0300500035204027
Amount Due: **\$2,461.25**

Parcel Address: 109 Galewood Drive,
New Carlisle, OH 45344
Parcel Number: 0300500035209018
Amount Due: **\$1,072.50**

Parcel Address: 112 Hillcrest Street,
New Carlisle, OH 45344
Parcel Number: 0300500034222036
Amount Due: **\$440.00**

Parcel Address: 1105 W. Lake Avenue,
New Carlisle, OH 45344
Parcel Number: 0300500035112027
Amount Due: **\$316.25**

Parcel Address: 910 W. Lake Avenue,
New Carlisle, OH 45344
Parcel Number: 0300500035302052
Amount Due: **\$577.50**

Parcel Address: 120-122 S. Main Street,
New Carlisle, OH 45344
Parcel Number: 0300500028101019
Amount Due: **\$357.50**

Parcel Address: 118 E. Washington Street,
New Carlisle, OH 45344
Parcel Number: 0300500028101013
Amount Due: **\$440.00**

Parcel Address: 115 W. Jefferson Street,
New Carlisle, OH 45344
Parcel Number: 0300500034600001
Amount Due: **\$357.50**

Parcel Address: 914 Firwood Drive,
New Carlisle, OH 45344
Parcel Number: 0300500035114022
Amount Due: **\$398.75**

Passed this _____ day of _____, 2023.

Mike Lowrey, Mayor

Emily Berner, Clerk of Council

APPROVED AS TO FORM:

Jake Jeffries, DIRECTOR OF LAW

1st _____

2nd: _____

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

Intro: 08/07/2023

Action: 08/21/2023

Effective: 09/05/2023