



CITY COUNCIL REGULAR MEETING PACKET

September 05, 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: 08/21/23 Regular Meeting
6. Communications:
7. City Manager's Report: Attached
8. Committee Reports:
9. Comments from Members of the Public: *Comments limited to 5 minutes or less

10. RESOLUTIONS: (0- Intro & 1 -Action*)

***A. Resolution 2023-15R (Introduced on 8/21/23. Public Hearing & Action Tonight)**

A RESOLUTION ADOPTING THE 2024-2028 CAPITAL IMPROVEMENT PROGRAM FOR THE CITY OF NEW CARLISLE, OHIO

11. ORDINANCES: (3 - Intro; 2 – Action*)

***A. Ordinance 2023-50 (Introduced on 8/21/23. Public Hearing & Action Tonight)**

AN ORDINANCE ACCEPTING A BID FOR AN EXCLUSIVE FRANCHISE FOR THE CURBSIDE COLLECTION AND DISPOSAL OF RESIDENTIAL GARBAGE, REFUSE AND RECYCLABLES IN THE CITY OF NEW CARLISLE, OHIO

***B. Ordinance 2023-51 (Introduced on 8/21/23. Public Hearing & Action Tonight)**

AN ORDINANCE ACCEPTING A BID FOR AN EXCLUSIVE FRANCHISE FOR THE CURBSIDE COLLECTION AND DISPOSAL OF RESIDENTIAL GARBAGE, REFUSE AND RECYCLABLES IN THE CITY OF NEW CARLISLE, OHIO

C. Ordinance 2023-52 (Introduction Tonight. Public Hearing & Action on 9/18/23)

AN ORDINANCE AMENDING CHAPTER 1460 OF THE CODIFIED ORDINANCES OF THE CITY OF NEW CARLISLE FOR THE PURPOSE OF ADDRESSING DONATION BINS

D. Ordinance 2023-53 (Introduction Tonight. Public Hearing & Action on 9/18/23)

AN ORDINANCE AUTHORIZING THE CITY MANAGER OR THE DIRECTOR OF PUBLIC SERVICE/ASSISTANT CITY MANAGER TO ENTER INTO AN AGREEMENT WITH AARON HARTER FOR SLUDGE REMOVAL

E. Ordinance 2023-54 (Introduction Tonight. Public Hearing & Action on 9/18/23)

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS OF OVER THIRTY-FIVE THOUSAND DOLLARS (\$35,000) FOR THE PURCHASE OF A NEW STREET SWEEPER

12. OTHER BUSINESS:

- Additional City Business:
 - Open for Discussion on City Related Business

13. Executive Session:

14. Return to Regular Session:

15. Adjournment

RECORD OF PROCEEDING

MINUTES: CITY OF NEW CARLISLE, OHIO REGULAR SESSION MEETING @ Smith Park Shelter
HELD: Monday, August 21st @ 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, Rodewald 7 members present 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 8/7/23 meeting minutes 1st by Lindsey 2nd by Eggleston YES: 7 Cook, Lindsey, Rodewald, Lowrey, Grimm, Bahun NAY: 0 Accepted 7-0.
- 6. **Communications:** None
- 7. **City Manager's Report:**

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

Police Report:

Patrol Division:

The New Carlisle Deputies were dispatched to 286 calls for service during the month of July.

Calls Taken: 286

Reports: 43

Assists: 47

Criminal Arrest: 8

Felony Arrest: 3

Misdemeanor Arrest: 4

Warrants: 1

Traffic Stops: 62

NEW CARLISLE	CALLS	ASSISTS	REPORTS	TRAFFIC STOP	CITATIONS	WARNINGS	ARREST	CODE ENFO	BUSINESS CHE	CRASH	S.O.R.N Check
July											
Dep. Bowers	72	3	6	18	8	10	1	3	744	0	0
Dep. Forrest	8	0	2	0	0	0	0	0	40	0	0
Dep. O'Brien	116	24	16	17	4	13	1	0	346	1	0
Dep. Arnold	90	13	12	19	5	14	4	0	351	1	0
Dep. Speckman	44	7	7	8	6	2	2	0	99	1	0
Total	286	47	43	62	23	39	8	3	1580	3	0

Traffic Warnings: 39

Moving Citations: 23

Business checks: 1580

Code Enforcement Follow-ups: 3

Traffic Crashes: 3

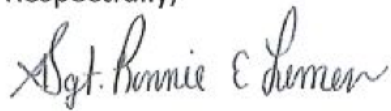
Last Day August 6th

Deputy Megan Forrest is leaving the City of New Carlisle and starting her new position as a School Resource Officer in the Northeastern Local School District. We wish Deputy Forrest all the luck in her new position.

Starting August 7th

Deputy Samantha Harris is the new deputy that will be coming to the City of New Carlisle. Deputy Harris has completed her FTO Training and has presently been working 2nd shift on the Uniform Road Patrol Division.

Respectfully,

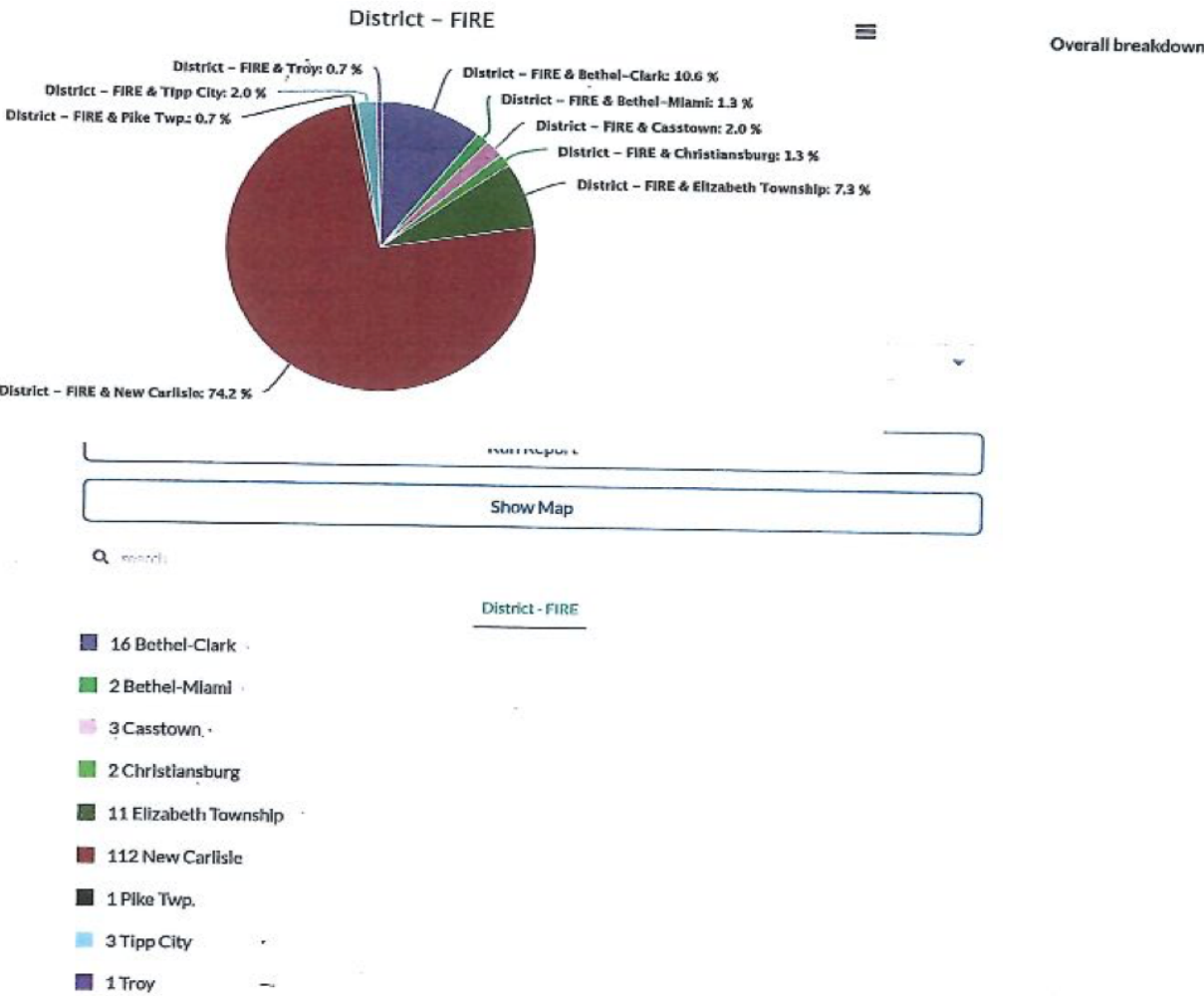
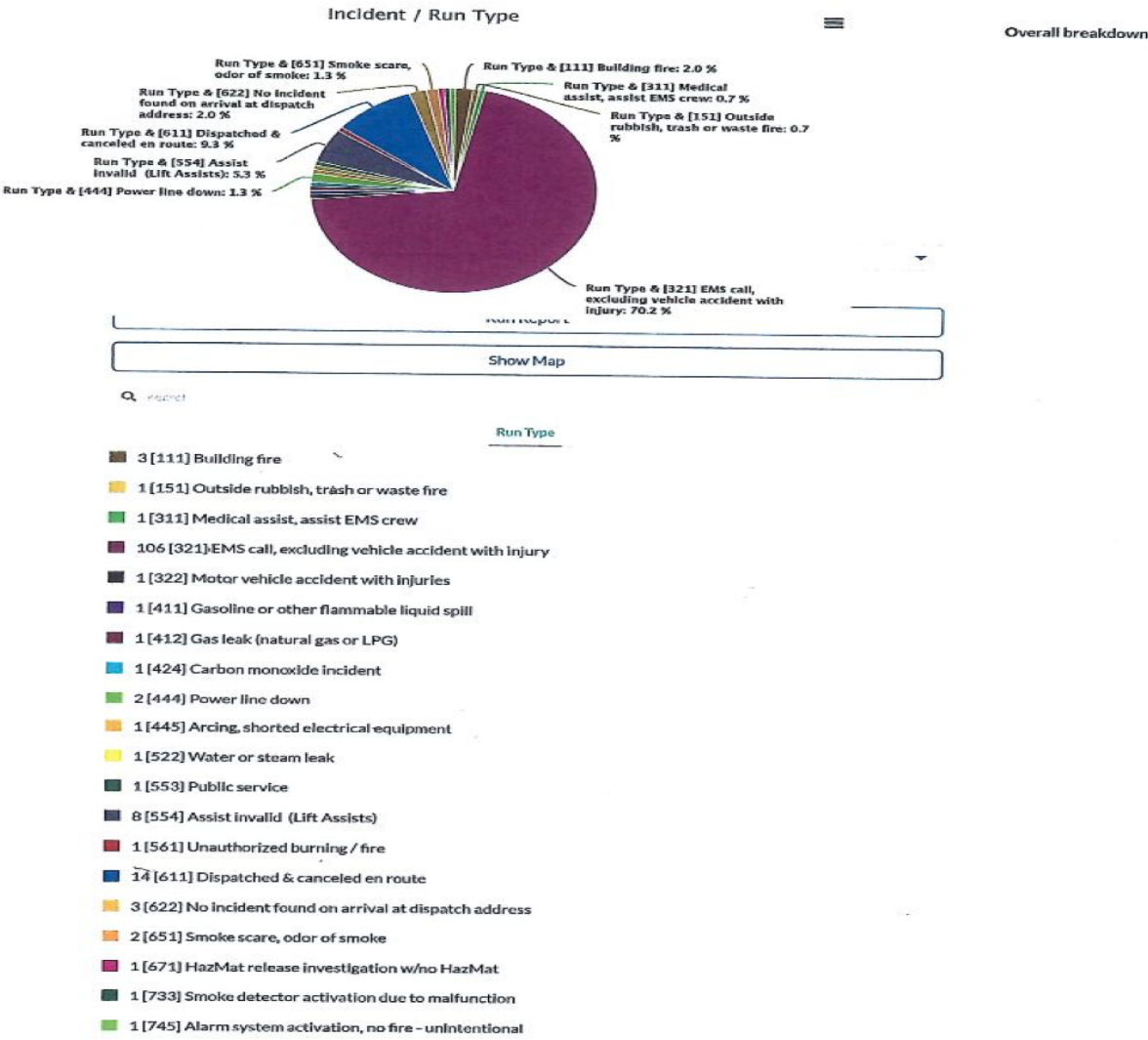


Sgt. Ronnie E. Lemen

Fire/EMS Report:

City of New Carlisle
City Council Meeting
07-21-2023
Fire-EMS Report

- In the Month of July, the New Carlisle Fire Division responded to 115 EMS call in the city and 20 in Elizabeth Township.
- The Division responded to 20 Fire related calls in the city and 0 in Elizabeth Township.
- We had 5 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 8 for Bethel Clark.
- We are still doing hydrant flushing we are in area A.
- We have free smoke alarms for anyone in the city that needs one and we can come out and install them.



Finance Report:

COUNCIL FINANCIAL REPORT SUMMARY – JULY 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		2023 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	\$ 857,049.02	July	\$ 599,886.88
August		August	
September		September	
October		October	
November		November	
December		December	
Received To Date	\$ 6,069,074.26	Expenses to Date	\$ 5,040,661.73

Statement of Cash from Revenue and Expense						
1/1/2023 to 7/31/2023						
Description	Beginning Balance	Net Revenue YTD	Net Expense YTD	Unexpended Balance	Encumbrance YTD	Ending Balance
d Total:	\$7,510,472.46	\$6,069,074.26	\$5,040,661.73	\$8,538,884.99	\$1,547,425.24	\$6,991,459.75

BANK RECONCILIATIONS - JULY 2023								
Accounts	Bank Balance	Outstanding Vendor	Outstanding Employee	Deposits in Transit	NSF Check (s)	Adjustments	Book Balance	Difference
- General	\$ 1,547,121.64	\$ -	\$ -	\$ 3,893.04	\$ -	\$ -	\$ 1,551,014.68	\$ -
- Payroll	\$ 202,711.01	\$ (2,711.01)	\$ -		\$ -	\$ -	\$ 200,000.00	\$ -
Ohio	\$ 3,967,886.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,967,886.40	\$ -
Nat. General	\$ 1,790,327.43	\$ (78,618.81)	\$ -	\$ -	\$ -	\$ 23,334.64	\$ 1,735,043.26	\$ -
Nat. - MMA	\$ 1,008,321.29	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,008,321.29	\$ -
Nat. - Mayor's	\$ 200.00		\$ -	\$ -	\$ -	\$ -	\$ 200.00	\$ -
	\$ 526.57	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 526.57	\$ -
- CD's	\$ 75,392.79	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75,392.79	\$ -
on Hand	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500.00	\$ -
id Totals	\$ 8,592,987.13	\$ (81,329.82)	\$ -	\$ 3,893.04	\$ -	\$ 23,334.64	\$ 8,538,884.99	\$ -



MAYOR'S COURT REPORT
FOR JULY 2023

Total Citations: 22 (21 Traffic + 1 OVI)
JuLY 2022 Citations - 14 (14 Traffic)

FUND RECEIVED	CURRENT MONTH	YEAR-TO-DATE
Fines	\$ 1,749.00	\$ 15,643.00
Court Cost	\$ 1,905.00	\$ 15,550.00
Fines- Clark County Municipal (transfer Cases)	\$ -	\$ -
Total Fees Paid (LF, Bounced Cks, BW)	\$ 100.00	\$ 420.00
Other (Bond Forfeiture)	\$ -	\$ -
Misc Fees Paid (Jail Time)	\$ -	\$ -
Bond Collected	\$ -	\$ -
Restitution	\$ -	\$ -
SB 17 Indigent driver interlock & alcohol	\$ -	\$ -
TOTAL FUNDS RECEIVED	\$ 3,754.00	\$ 31,613.00
FUNDS DISBURSED		
Victims of Crime	\$ 126.00	\$ 1,152.00
Child Safety/Seat Belts	\$ 30.00	\$ 30.00
Indigent Defense Support Fund	\$ 360.00	\$ 3,235.00
Drug Law Enforcement Fund	\$ 49.00	\$ 444.50
Expungement	\$ -	\$ -
State Bond Surcharge (new as of 2010)	\$ -	\$ -
TOTAL REMITTED TO STATE	\$ 565.00	\$ 4,861.50
Indigent Drivers Alcohol Treatment (Springfield)	\$ 21.00	\$ 190.50
Remitted to Computer Fund (Clerk)	\$ 162.00	\$ 1,260.00
Remitted to Computer Fund (Court)	\$ 51.00	\$ 378.00
Remitted to Court Security Fund	\$ 170.00	\$ 1,260.00
Remitted to Facility Fee	\$ 85.00	\$ 630.00
Remitted to City GF - Fines	\$ 1,719.00	\$ 15,613.00
Remitted to City GF - Court Court/Misc	\$ 981.00	\$ 7,420.00
Remitted to City- Jail Expenses	\$ -	\$ -
Remitted to City- Enforcement & Education	\$ -	\$ -
Remitted to City- Drug Analysis	\$ -	\$ -
SB 17 Indigent Driver Interlock & Alcohol	\$ -	\$ -
TOTAL REMITTED TO CITY	\$ 3,168.00	\$ 26,561.00
Capital Recovery	\$ -	\$ -
Restitution	\$ -	\$ -
Bonds forfeitured	\$ -	\$ -
TOTAL DISBURSED	\$ 3,754.00	\$ 31,613.00

Rodewald asks about the monthly income tax amount and if it is correct. He notes the difference from last year to this year.

Lowrey asks about a general fund projection. Harris notes she can give some info after running a couple reports and will look during the other reports. Harris reports last year 1.9 and this year “projected” 1.7 mil.

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

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

Service Report:

To: Randy Bridge, City Manager
 From: Howard Kitko, Service Director/Asst. City Manager
 Date: August 21, 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. Colleen and I have discussed the finance rate structure and will draft ordinance for council.

Water Department:

- Private well inspection ongoing. 70 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.

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. Clarifiers delivered 8/18. Installation still to be scheduled.
- 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 Dr. is complete. Performed repairs on the 200 block of N. Scott.
- Main St. Curb and ADA ramp project awarded to A&B Asphalt. Project is complete.
- Working with contractor on additional ADA ramp replacements in the Willowick Area.
- Fenwick Dr. Reconstruction Phase II: Sturm Construction to begin construction just after Labor Day. Residents on the 300 block of Fenwick have been notified.

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. Additional discussions needed for some added pool repairs for the liner install.

Grimm asks about changing the tennis court to pickleball. Kitko notes he got a price of \$9,000 to stripe the courts for pickleball. It is in the works

Rodewald asks about the nature works grants- Kitko notes it is \$40,000 they will get.

Lindsey asks about the report for the liner that Kitko noted in his report. Kitko explains the repairs that need to take place before the liner will be able to go into the pool which can be an extra \$175,000 in repairs. Lindsey notes it would not be a good use of taxpayer dollars for a pool that may only last another 10 years. Lowrey asks about how much money has been saved for this repair. The city has \$80,000 saved along with the \$40,000 from the grant. Kitko notes this will repair main drains, and drains. Continued discussions on how the repairs and new liner will work. The main drain and piping will be repaired before

the liner goes in . Rodewald asks about raising the deep end and how far we would need to take it up. Kitko notes we are right at code for the diving boards.

Planning and Zoning Report: none

B. INFORMATIONAL ITEMS

- Discussion Topics
 - Various discussion topics
 - Upcoming Legislation
 - Liability Insurance Renewal
 - Annexation and Related Legislation for Arbor Homes Residential Development
 - Donation Bin Ban

8. COMMITTEE REPORTS: None

9. COMMENTS FROM MEMBERS OF THE PUBLIC:

Ron Cobb- 202 Villa Dr.- asks if he could address the city manager. Mr. Cobb asks about adding a fee to the trash contract to increase the funds to repair the streets.

10. RESOLUTIONS:

Resolution 2023-15R (Introduction Tonight. Public Hearing & Action on 09/05/23) A RESOLUTION ADOPTING THE 2024-2028 CAPITAL IMPROVEMENT PROGRAM FOR THE CITY OF NEW CARLISLE, OHIO

11. ORDINANCES:

11. ORDINANCES: (3 - Intro; 5 – Action*)

Ordinance 2023-44 (Introduced on 08/07/23. Public Hearing & Action Tonight) 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 1st Eggleston 2nd Lindsey ex: levy for streets lights. YES: 7 Rodewald, Lowrey, Grimm, Bahun, Eggleston, Cook, Lindsey NAY: 0 Accepted 7-0

Ordinance 2023-45 (Introduced on 08/07/23. Public Hearing & Action Tonight) 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 1st Lindsey 2nd Eggleston additional housekeeping for street lights YES: 7 Cook, Lindsey, Rodewald, Lowrey, Grimm, Bahun, Eggleston NAY: 0 Accepted 7-0 Lindsey asks if residents can still pay at the city building and Bridge notes yes.

Ordinance 2023-46 (Introduced on 08/07/23. Public Hearing & Action Tonight) 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 1st Lindsey 2nd Eggleston unpaid utility bill abatement YES: 7 Cook, Lindsey, Rodewald, Lowrey, Grimm, Bahun, Eggleston NAY: 0 Accepted 7-0

Ordinance 2023-47 (Introduced on 08/07/23. Public Hearing & Action Tonight) 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 1st Eggleston 2nd Lindsey high grass abatements YES: Rodewald, Lowrey, Grimm, Bahun, Eggleston, Cook, Lindsey NAY: 0 Accepted 7-0 Council asks about the typical collection Bridge notes 9-15,000.

Ordinance 2023-49E (Introduction Tonight. 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 DEVELOPMENT TO ACCEPT GRANT FUNDS FOR THE CITY’S LEAD SERVICE LINE REMOVAL AND VALVE REPLACEMENT PROJECT, AND DECLARING AN EMERGENCY 1st Lindsey 2nd Eggleston accept the funds to repair the lead lines for \$2,393,041.00 Grimm asks about Main and Pike. Kitko notes Main is copper and no lead has been found on Pike as of right now. Lowrey asks how many people applied for the grants and if Kitko knew the total amount awarded. Kitko noted there were 5 rounds and lots of applicants. He was unsure of the total price. YES 7 Cook, Lindsey, Rodewald, Lowrey, Grimm, Bahun, Eggleston NAY: 0 Accepted 7-0

Break rules of council to introduce the following legislation: 1st Eggleston 2nd Lindsey YES: Rodewald, Lowrey, Grimm, Bahun, Eggleston, Cook, Lindsey NAY: 0 Accepted 7-0

Ordinance 2023-50 (Introduction Tonight. Public Hearing & Action on 9/5/23) AN ORDINANCE ACCEPTING A BID FOR AN EXCLUSIVE FRANCHISE FOR THE CURBSIDE COLLECTION AND DISPOSAL OF RESIDENTIAL GARBAGE, REFUSE AND RECYCLABLES IN THE CITY OF NEW CARLISLE, OHIO

Ordinance 2023-51 (Introduction Tonight. Public Hearing & Action on 9/5/23) AN ORDINANCE ACCEPTING A BID FOR AN EXCLUSIVE FRANCHISE FOR THE CURBSIDE COLLECTION AND DISPOSAL OF RESIDENTIAL GARBAGE, REFUSE AND RECYCLABLES IN THE CITY OF NEW CARLISLE, OHIO

12. OTHER BUSINESS: Additional City Business:

City Council Public Hearing & Action - Zoning Classification Change for 336 Ohio and 610, 608, 606, 604 West Madison Street (Clark County Land Bank and Habitat Home Builds) 1st Lindsey 2nd Grimm Bridge explains the zoning changes. YES: Bahun, Eggleston, Cook, Lindsey, Rodewald, Lowrey, Grimm NAY: 0 Accepted 7-0

Bridge thanks those who attended the habitat groundbreaking ceremony.

Lowrey thanks those council members that urged for the trash bids to occur. He is pleased with the bids that came in.

13. Executive Session: at 6:51 pm. 1st Grimm 2nd Lindsey YES: Bahun, Eggleston, Cook, Lindsey, Rodewald, Lowrey, Grimm NAY: 0 Accepted 7-0

Return to regular session 1st Lindsey 2nd Grimm YES: 7 Bahun, Eggleston, Cook, Lindsey, Rodewald, Lowrey, Grimm NAY 0 Accepted 7-0

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

Mayor Mike Lowrey

Clerk of Council Emily Berner

City Manager Report

September 05, 2023

A. DEPARTMENTAL REPORTS

- The Following Departmental Reports will be given at the next City Council meeting that will be held on Monday, September 18, 2023
 - Finance, Public Service, Fire/EMS, and Police

B. INFORMATIONAL ITEMS

- Discussion Topics
 - Nature Works Pool Grant
 - Discussion/Decision at the 09/18/23 Council Meeting
 - Clark County Public Health Update - Attached
 - Floodway Letters from Brubaker Development (Reserves at Honey Creek, off 235)
 - Potential Additional Discussion Topics
 - Upcoming Legislation
 - Liability Insurance Renewal
 - Health Insurance Renewal
 - Ordinance to Accept Codification Update
 - 2024 Operating Budget

Attachment Summary:

Clark County Health Update

Motion Summary:

None



CLARK COUNTY COMBINED
HEALTH DISTRICT

*Clark County
Combined
Health District*

Clark County Public Health Update

AUGUST 11, 2023

Public Health News

What's going on with Clark County Public Health?



**National Immunization
Awareness Month**

Immunization Awareness Month

National Immunization Awareness Month (NIAM) is an annual observance observed in August to highlight the importance of routine vaccination for people of all ages.

Do you know if your child is up to date on their vaccinations? Before they head back to school, make sure they're protected from preventable diseases. Ensuring that you and your loved ones are vaccinated is one of the best ways to stay healthy and prevent the spread of illnesses.

Give us a call at 937-390-5600 to schedule your child's vaccination appointment.

The Role of Vaccines in Preventing Outbreaks
National Immunization Awareness
Month and Community Protection



Immunizations provide a powerful shield against a range of preventable diseases that can pose serious health risks for children.

Diseases such as measles, mumps, rubella, pertussis, and chickenpox can spread rapidly within school environments, leading to outbreaks and potential complications.

- You have the power to protect your children against serious diseases like measles, cancers caused by HPV, and whooping cough.
- Preteens and teens need four types of vaccines to help protect against serious diseases: meningococcal vaccine to protect against meningitis and bloodstream infections; HPV vaccine to protect against cancers caused by HPV; Tdap vaccine to protect against tetanus, diphtheria and whooping cough; and a yearly flu vaccine to protect against seasonal flu.
- View CDC's [parent-friendly immunization schedule](#) to see which vaccines your children need.



What **vaccines** does
your child need?

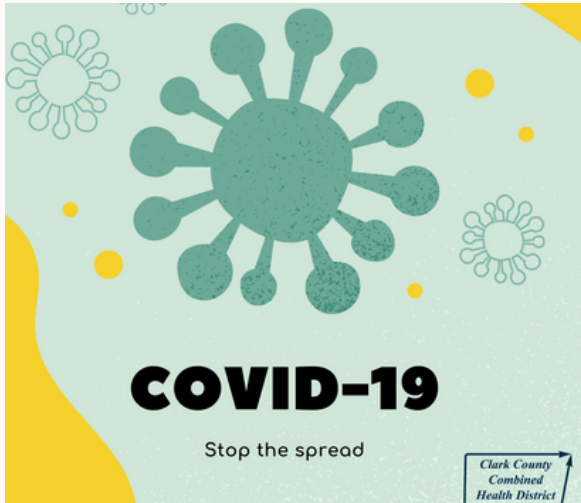
Find out which vaccines your child needs for protection.



Immunization. Power to Protect.

Public Health News

What's going on with Clark County Public Health?



COVID-related hospitalizations tick back up

According to CDC data, approximately 78 percent of U.S. population has contracted COVID by the end of 2022. Springfield Regional Medical Center continues to treat COVID-related hospitalizations each week.

Statewide in Ohio, hospitalizations related to COVID have increased three weeks in a row and six of the last seven weeks overall. A total of 188 Ohioans were hospitalized for the week ending July 29.

Take precautions to protect; yourself and others from COVID

Stay up to date with COVID-19 vaccines.

Get tested if you have symptoms.

Wear a mask if you have symptoms, a positive test, or exposure to someone with COVID-19.



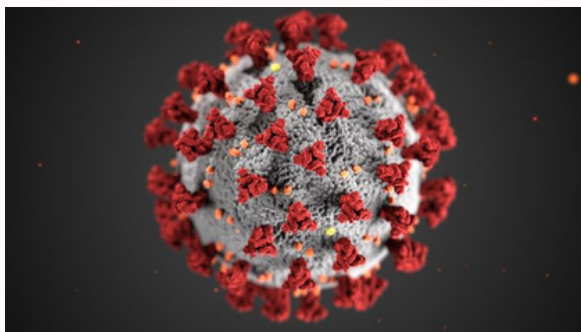
The emergency is over,
but COVID is not gone.



COVID tests available FREE at CCCHD

If you're experiencing symptoms consistent with COVID-19, it's crucial to take a COVID test immediately. Prompt testing not only protects you but also those around you. By identifying and isolating cases early, we can help curb the spread of the virus and safeguard our community.

FREE COVID tests are available to be picked up here at CCCHD. Give us a call at 937-390-5600 to inquire, or stop by the lobby and stock up on COVID tests. Don't wait until you are sick to seek a COVID test. Stay prepared!



COVID vaccines available at CCCHD

Vaccines remain the best measure of prevention against severe illness or hospitalization from COVID. As the virus evolves, staying current with vaccinations is essential for your safety and the well-being of those around you. Keep your defense strong. Call 937-390-5600 to schedule.



Public Health News

What's going on with Clark County Public Health?



HHS

Breastfeeding Awareness Month

Happy Breastfeeding Awareness Month! Let's take a moment to celebrate and support all the incredible breastfeeding moms out there who are nurturing the future, one precious feed at a time.

Breastfeeding isn't just about providing nourishment; it's a beautiful and natural connection that creates an unbreakable bond between a mother and her child. By supporting breastfeeding moms, we're not only ensuring the health and well-being of our little ones but also empowering moms on their incredible journey.

WIC offers breastfeeding support

Clark County WIC offers breastfeeding help and support to all parents, regardless of WIC eligibility. The WIC office has 4 Certified Lactation Specialists and 2 Peer Helpers who are available for breastfeeding assistance. You can call the Springfield office at 937-325-0464 or the New Carlisle office at 937-845-2335. Breastfeeding help is also offered to all Ohio residents through the Appalachian Breastfeeding Network."



Benefits of breastfeeding include:

- For most babies, breast milk is the best source of nutrition. Your breast milk will change to meet your baby's nutritional needs as they grow quickly in their first year

- Babies who are breastfed have a lower risk of asthma, obesity, type 1 diabetes, and sudden infant death syndrome (SIDS).

Breastfeeding is good for mom too! Mothers who breastfeed have a lower risk of breast cancer, ovarian cancer, type 2 diabetes, and more.



Public Health News

What's going on with Clark County Public Health?



Clark County Combined Health District

529 East Home Road
Springfield, OH 45503

Wednesday, August 30, 2023
10:00AM-2:00PM



Sponsor Code:245

CCCHD to host upcoming blood drive

Mark your calendars for the upcoming Blood Drive on Wednesday, August 30th, from 10 a.m. to 2 p.m. at our local community center! [Register here:](#)

Your one act of kindness can make a world of difference for those in need. By donating blood, you can help save lives and support our community during this critical time. Plus, we have some exciting perks in store for our generous donors!

FREE T-Shirt: As a token of our appreciation, all donors will receive a stylish and exclusive t-shirt to proudly wear as a badge of honor for their lifesaving contribution.

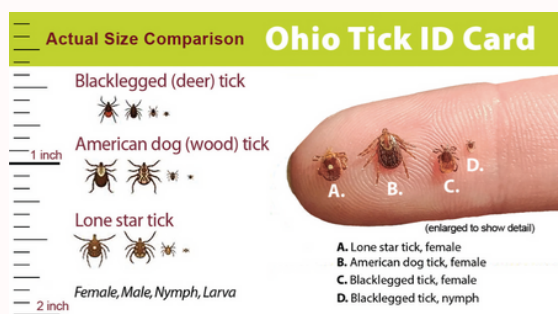
WIN Bengals Tickets: That's not all! By donating, you'll automatically be entered into a drawing to win TWO tickets to a thrilling Cincinnati Bengals regular season game! Cheering on our team while enjoying the electrifying atmosphere at the stadium—what a win-win!



Protect • Check • Remove • Watch **Ohio.Gov/ Tick**

BeTICK Smart!

- Wear repellent.
- Check for ticks daily.
- Shower soon after being outdoors.
- Call your doctor if you get a fever or rash following a tick bite.



Remember, every drop counts, and you could be the difference between life and death for someone in need.

Be aware of ticks while you're outdoors

Tick season is here! Stay vigilant and protect yourself from these tiny troublemakers. Wear long sleeves, use insect repellent, and check for ticks after outdoor activities.

As the weather warms and people spend more time outdoors, contact with ticks and the diseases they carry increases. Tickborne diseases are on the rise, and we've seen a 14- fold increase in reported Lyme disease cases in Ohio over the past 12 years.

Ticks may be small, but the dangers they carry are not! Remember to check for ticks after outdoor activities. Stay safe, stay tick-aware!

Public Health News

What's going on with Clark County Public Health?

BABY & ME - Tobacco Free Program (BMTFP) TM



Pregnant?

Do you smoke or vape?

Quit smoking and receive free diapers and baby wipes.

BMTFP PROVIDES

- Dedicated Quit Coach**
One-on-One prenatal and postpartum counseling.
- Support During & After Pregnancy**
Personal plan and support to help you quit and stay quit.
- Free Diapers & Wipes**
Earn up to \$350 in gift cards for diapers and baby wipes.

ASK HOW YOU CAN JOIN



Contact Natalie Oliver by phone (937) 322-2099; or email noliver@cccchd.com

Baby & Me Tobacco Free spotlight

Pregnant mothers, get paid to quit smoking or vaping in the form of FREE diapers and wipes.

Quitting smoking is the best thing you can do for your health and the health of your precious baby. We are thrilled to introduce the Baby and Me Tobacco Free Program, offering incredible incentives to support you on your smoke-free journey, including free diapers and wipes for staying smoke free.

If you're currently a smoker or have been a daily smoker up to three months prior to your pregnancy, you qualify for this life-changing program.

[CLICK HERE](#) to learn more.

Overdose Awareness Day observed

Join us to observe Overdose Awareness Day as we come together to shine a light on a critical public health issue. Let's raise our voices and hearts to remember those we've lost, support those who are struggling, and educate our communities about overdose prevention.

Our community event is Thursday, Aug. 31, from 4 to 7:30 p.m., at National Road Commons Park that will feature a Memorial Walk at 8 p.m.

💙 Overdose awareness is vital. Learn the signs, understand the risks, and know how to respond swiftly. Together, we can save lives.

☀️ Let's break the stigma surrounding substance use disorders. Every individual deserves compassion, understanding, and access to life-saving resources.

👐 Reach out, lend a hand. Support those in recovery, and let them know they're not alone on their journey.

Overdose Awareness Day


CHALK the Walk

August 31st, 2023
National Road Commons
50 W Main St, Springfield, Oh 45502
4:00 pm - 7:30 pm
With a memorial walk at 8:00pm

To honor International Overdose Awareness Day the Clark County Substance Abuse Coalition in collaboration with Clark County Partners in Prevention will be hosting an art memorial for all those affected by overdose.

Come Chalk and Remember
4:00 to 7:30pm
Chalk Art (Chalk will be provided)
Free Narcan and Narcan Training
Free overdose prevention resources
5:30pm
Speaker: JJ Peck, Peer Recovery Support Coordinator, Clark State College
8:00pm
Memorial Walk





RESOLUTION 2023-15R

A RESOLUTION ADOPTING THE 2024-2028 CAPITAL IMPROVEMENT PROGRAM FOR THE CITY OF NEW CARLISLE, OHIO

WHEREAS, the Capital Improvement Program (CIP) is a financial plan for the next five years of proposed capital improvements for the City of New Carlisle; and

WHEREAS, Section 7.06(b) of the City Charter requires that this plan be adopted by Resolution; and

WHEREAS, Council has reviewed such plan and found it to be sufficient to use for preparing a budget.

NOW, THEREFORE, BE IT RESOLVED by the City of New Carlisle City Council that the attached Capital Improvement Program (CIP) shall be adopted for use in the preparation of a budget for the City of New Carlisle, Ohio.

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:		

Intro: 08/21/2023

Action: 09/05/23

Effective: 09/20/2023

Pass

Fail



2024-2028 Capital Improvement Program

Approved Via Resolution 2023-15R



Capital Expenses Budget 2024-2028

<u>GOVERNMENTAL FUND</u>	<u>GENERAL FUND</u>		<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>		
Planning - 101.1500.55000	Drone & Related Items		8,000	-	-	-	-		
	<i>Planning Totals</i>	\$	8,000	\$	-	\$	-	\$	-
Parks - 101.1800.55005	New Shelter House Upgrades		50,000	-	-	-	-		
	Playground Equipment		8,000	15,000	15,000	15,000	15,000		
	Park Upgrades		5,000	5,000	5,000	5,000	5,000		
	Wood Chipper		-	50,000	-	-	-		
	Tractor/Utility Equipment shared-201 & 502		-	80,000	-	-	-		
	<i>Parks Totals</i>	\$	63,000	\$	150,000	\$	20,000	\$	20,000
Lands & Buildings - 101.2000.55000	City Garage Upgrades & Repairs		200,000	-	-	-	-		
	<i>Lands & Buildings Totals</i>	\$	200,000	\$	-	\$	-	\$	-
<i>General Fund Totals:</i>		\$	271,000	\$	150,000	\$	20,000	\$	20,000

SPECIAL REVENUE FUNDS**STREETS**

201.6100.55000

	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
Street Sweeper	250,000	-	-	-	-
Snow Plow	-	8,000	-	-	-
Tractor/Utility Equipment shared-Park & 502	-	80,000	-	-	-
<i>Streets Totals</i>	\$ 250,000	\$ 88,000	\$ -	\$ -	\$ -

EMERGENCY AMBULANCE OPERATING

213.3300.55000

New Staff Vehicle Shared with Fire	25,000	-	-	-	-
Lucas Tool Shared with Fire	12,000	-	-	-	-
Stair Chair Shared with Fire	9,000	-	-	-	-
<i>Emergency Ambulance Operating Totals</i>	\$ 46,000	\$ -	\$ -	\$ -	\$ -

FIRE CAPITAL

214.2210.55000

Save for New Fire Engine	-	609,000	-	-	-
<i>Fire Capital Totals</i>	\$ -	\$ 609,000	\$ -	\$ -	\$ -

FIRE OPERATING

215.2200.55000

New Staff Vehicle Shared with Amb.	25,000	-	-	-	-
Lucas Tool Shared with Amb.	12,000	-	-	-	-
Stair Chair Shared with Amb.	9,000	-	-	-	-
Thermal Camera	10,000	-	-	-	-
Radio Upgrades (EDACS & MARCS)	25,000	-	25,000	-	25,000
<i>Fire Operating Totals</i>	\$ 81,000	\$ -	\$ 25,000	\$ -	\$ 25,000

POLICE

250.2500.55000

Equipment Upgrades	15,000	-	15,000	-	15,000
New Patrol Vehicle	50,000	-	-	55,000	-
Equipment for New Patrol Vehicles	20,000	-	-	25,000	-
<i>Police Totals</i>	\$ 85,000	\$ -	\$ 15,000	\$ 80,000	\$ 15,000

Special Revenue Funds Totals: \$ 462,000 \$ 697,000 \$ 40,000 \$ 80,000 \$ 40,000

ENTERPRISE FUNDS**WATER**

501.5300.55000

	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
F-450 Dump Truck	-	80,000	-	-	-
Hillcrest Water Main Replacement	-	92,000	-	-	-
Old High Service Pump Upgrade - OPWC Project	104,000	-	-	-	-
New Well Field	-	20,000	20,000	20,000	20,000
Water Main Replacements	-	10,000	10,000	10,000	10,000
Utility Cart	-	22,000	-	-	-
Water Totals	\$ 104,000	\$ 224,000	\$ 30,000	\$ 30,000	\$ 30,000

WASTEWATER

502.5400.55000

New Vehicle	75,000	-	-	-	-
BioTower Volute and Flange Replacement	-	65,000	-	-	-
Various Pump Replacements	25,000	25,000	-	-	-
Roadway Resurface at WWTP	50,000	-	-	-	-
Equipment Storage Building	65,000	65,000	-	-	-
Drying Bed Upgrade for Solids	-	100,000	-	-	-
Tractor/Utility Equipment shared-Park & 201	-	80,000	-	-	-
Wastewater Totals	\$ 215,000	\$ 335,000	\$ -	\$ -	\$ -

SWIMMING POOL

Pool Capital Savings - 505.3400.55001

Capital Improvements - 505.3400.5500

Pool Liner Savings	125,000	-	-	-	-
Pool Upgrades	15,000	-	-	-	-
Swimming Pool Totals	\$ 140,000	\$ -	\$ -	\$ -	\$ -

CEMETERY

510.2100.55000

Garage Roof	15,000	-	-	-	-
Barn	-	20,000	20,000	-	20,000
Dump Truck	-	75,000	-	75,000	-
Backhoe	-	20,000	20,000	20,000	20,000
Utility Cart	-	20,000	20,000	20,000	20,000
Attachments / Accessories	-	10,000	10,000	-	10,000
Cemetery Totals	\$ 15,000	\$ 145,000	\$ 70,000	\$ 115,000	\$ 70,000

Enterprise Funds Total	\$ 474,000	\$ 704,000	\$ 100,000	\$ 145,000	\$ 100,000
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Total (All Funds)	\$ 1,207,000	\$ 1,551,000	\$ 160,000	\$ 245,000	\$ 160,000
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ORDINANCE 2023-50

AN ORDINANCE ACCEPTING A BID FOR AN EXCLUSIVE FRANCHISE FOR THE CURBSIDE COLLECTION AND DISPOSAL OF RESIDENTIAL GARBAGE, REFUSE AND RECYCLABLES IN THE CITY OF NEW CARLISLE, OHIO

WHEREAS, the City has established specifications regarding the collection and disposal of the garbage, refuse and recyclables of the residents of the City of New Carlisle; and

WHEREAS, bids pursuant to those specifications have been advertised, received and evaluated by the City Administration.

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

Section 1. The lowest and best bid, which is from the responsible bidder who submitted the lowest responsive bid, is hereby declared to be the bid submitted by Republic per the attached bid tabulation sheet.

Section 2. The City Manager is hereby authorized and empowered to enter into a contract with the successful bidder named in Section 1 hereof in accordance with the bid specifications.

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: 08/21/23

Action: 09/05/23

Effective: 09/20/23

Name of Bidder: REPUBLIC

Date: August 21, 2023

LOW VOLUME CART SERVICE 64-Gallon Trash Cart <u>and</u> 64-Gallon Recyclable Cart	
PRICE PER MONTH	PRICE PER QUARTER
Year 1 Monthly Rate: \$ 18.26	Year 1 Quarterly Rate: \$ 54.78
Year 2 Monthly Rate: \$ 19.08	Year 2 Quarterly Rate: \$ 57.24
Year 3 Monthly Rate: \$ 19.94	Year 3 Quarterly Rate: \$ 59.82

STANDARD CART SERVICE 96-Gallon Trash Cart <u>and</u> 96-Gallon Recyclable Cart	
PRICE PER MONTH	PRICE PER QUARTER
Year 1 Monthly Rate: \$ 21.67	Year 1 Quarterly Rate: \$ 65.01
Year 2 Monthly Rate: \$ 22.64	Year 2 Quarterly Rate: \$ 67.92
Year 3 Monthly Rate: \$ 23.65	Year 3 Quarterly Rate: \$ 70.95

SENIOR CART SERVICE 35-Gallon Trash Cart <u>and</u> 35-Gallon Recyclable Cart	
PRICE PER MONTH	PRICE PER QUARTER
Year 1 Monthly Rate: \$ 13.53	Year 1 Quarterly Rate: \$ 40.59
Year 2 Monthly Rate: \$ 14.14	Year 2 Quarterly Rate: \$ 42.42
Year 3 Monthly Rate: \$ 14.79	Year 3 Quarterly Rate: \$ 44.37

EXTRA CART – TRASH 64-Gallon Cart	
PRICE PER MONTH	PRICE PER QUARTER
Year 1 Monthly Rate: \$ 7.50	Year 1 Quarterly Rate: \$ 22.50
Year 2 Monthly Rate: \$ 7.84	Year 2 Quarterly Rate: \$ 23.51
Year 3 Monthly Rate: \$ 8.19	Year 3 Quarterly Rate: \$ 24.56

EXTRA CART – TRASH 96-Gallon Cart	
PRICE PER MONTH	PRICE PER QUARTER
Year 1 Monthly Rate: \$ 7.50	Year 1 Quarterly Rate: \$ 22.50
Year 2 Monthly Rate: \$ 7.84	Year 2 Quarterly Rate: \$ 23.51
Year 3 Monthly Rate: \$ 8.19	Year 3 Quarterly Rate: \$ 24.56

EXTRA CART – RECYCLING 64-Gallon Cart	
PRICE PER MONTH	PRICE PER QUARTER
Year 1 Monthly Rate: \$ 7.50	Year 1 Quarterly Rate: \$ 22.50
Year 2 Monthly Rate: \$ 7.84	Year 2 Quarterly Rate: \$ 23.51
Year 3 Monthly Rate: \$ 8.19	Year 3 Quarterly Rate: \$ 24.56

EXTRA CART – RECYCLING 96-Gallon Cart	
PRICE PER MONTH	PRICE PER QUARTER
Year 1 Monthly Rate: \$ 7.50	Year 1 Quarterly Rate: \$ 22.50
Year 2 Monthly Rate: \$ 7.84	Year 2 Quarterly Rate: \$ 23.51
Year 3 Monthly Rate: \$ 8.19	Year 3 Quarterly Rate: \$ 24.56

Price for Bulk Item Removal with CFC'S = \$42.50

ORDINANCE 2023-51

AN ORDINANCE ACCEPTING A BID FOR AN EXCLUSIVE FRANCHISE FOR THE CURBSIDE COLLECTION AND DISPOSAL OF RESIDENTIAL GARBAGE, REFUSE AND RECYCLABLES IN THE CITY OF NEW CARLISLE, OHIO

WHEREAS, the City has established specifications regarding the collection and disposal of the garbage, refuse and recyclables of the residents of the City of New Carlisle; and

WHEREAS, bids pursuant to those specifications have been advertised, received and evaluated by the City Administration.

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

Section 1. The lowest and best bid, which is from the responsible bidder who submitted the lowest responsive bid, is hereby declared to be the bid submitted by Rumpke per the attached bid tabulation sheet.

Section 2. The City Manager is hereby authorized and empowered to enter into a contract with the successful bidder named in Section 1 hereof in accordance with the bid specifications.

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: 08/21/23

Action: 09/05/23

Effective: 09/20/23

Name of Bidder: RUMPKE

Date: August 21, 2023

LOW VOLUME CART SERVICE 64-Gallon Trash Cart <u>and</u> 64-Gallon Recyclable Cart	
PRICE PER MONTH	PRICE PER QUARTER
Year 1 Monthly Rate: \$ 16.11	Year 1 Quarterly Rate: \$ 48.33
Year 2 Monthly Rate: \$ 16.92	Year 2 Quarterly Rate: \$ 50.75
Year 3 Monthly Rate: \$ 17.76	Year 3 Quarterly Rate: \$ 53.28

STANDARD CART SERVICE 96-Gallon Trash Cart <u>and</u> 96-Gallon Recyclable Cart	
PRICE PER MONTH	PRICE PER QUARTER
Year 1 Monthly Rate: \$ 17.97	Year 1 Quarterly Rate: \$ 53.91
Year 2 Monthly Rate: \$ 18.87	Year 2 Quarterly Rate: \$ 56.61
Year 3 Monthly Rate: \$ 19.81	Year 3 Quarterly Rate: \$ 59.44

SENIOR CART SERVICE 35-Gallon Trash Cart <u>and</u> 35-Gallon Recyclable Cart	
PRICE PER MONTH	PRICE PER QUARTER
Year 1 Monthly Rate: \$ 12.35	Year 1 Quarterly Rate: \$ 37.05
Year 2 Monthly Rate: \$ 12.96	Year 2 Quarterly Rate: \$ 38.90
Year 3 Monthly Rate: \$ 13.62	Year 3 Quarterly Rate: \$ 40.85

EXTRA CART – TRASH 64-Gallon Cart	
PRICE PER MONTH	PRICE PER QUARTER
Year 1 Monthly Rate: \$ 5.00	Year 1 Quarterly Rate: \$ 15.00
Year 2 Monthly Rate: \$ 5.00	Year 2 Quarterly Rate: \$ 15.00
Year 3 Monthly Rate: \$ 5.00	Year 3 Quarterly Rate: \$ 15.00

EXTRA CART – TRASH 96-Gallon Cart	
PRICE PER MONTH	PRICE PER QUARTER
Year 1 Monthly Rate: \$ 5.50	Year 1 Quarterly Rate: \$ \$16.50
Year 2 Monthly Rate: \$ 5.50	Year 2 Quarterly Rate: \$ \$16.50
Year 3 Monthly Rate: \$ 5.50	Year 3 Quarterly Rate: \$ \$16.50

EXTRA CART – RECYCLING 64-Gallon Cart	
PRICE PER MONTH	PRICE PER QUARTER
Year 1 Monthly Rate: \$ 4.00	Year 1 Quarterly Rate: \$ \$12.00
Year 2 Monthly Rate: \$ 4.00	Year 2 Quarterly Rate: \$ \$12.00
Year 3 Monthly Rate: \$ 4.00	Year 3 Quarterly Rate: \$ \$12.00

EXTRA CART – RECYCLING 96-Gallon Cart	
PRICE PER MONTH	PRICE PER QUARTER
Year 1 Monthly Rate: \$ 5.00	Year 1 Quarterly Rate: \$ \$15.00
Year 2 Monthly Rate: \$ 5.00	Year 2 Quarterly Rate: \$ \$15.00
Year 3 Monthly Rate: \$ 5.00	Year 3 Quarterly Rate: \$ \$15.00

Price for Bulk Item Removal with CFC's = \$60.00

ORDINANCE 2023-52

AN ORDINANCE AMENDING CHAPTER 1460 OF THE CODIFIED ORDINANCES OF THE CITY OF NEW CARLISLE FOR THE PURPOSE OF ADDRESSING DONATION BINS

WHEREAS, a donation bin is an unattended container available to the public as a place for dropping off articles of clothing and other materials for storage until such items are removed and then given away to other people; and

WHEREAS, donation bins that are left unattended with excess donated items near the exterior of the bin can create health and safety issues; and

WHEREAS, unattended donation bins can create unsightly conditions that are a public nuisance and have a negative impact on the look and value of neighboring properties; and

WHEREAS, Mayor Mike Lowrey is requesting that Chapter 1460 of the City's Codified Ordinances, which sets forth the City's Exterior Property Maintenance Code, be amended for the purpose of addressing donation bins.

NOW, THEREFORE, THE CITY OF NEW CARLISLE HEREBY ORDAINS that Chapter 1460 of the Codified Ordinances of the City of New Carlisle be amended by adding the following Section pertaining to donation bins:

1460.43 DONATION BINS

The purpose of this Section is to provide rules regarding donation bins in the City of New Carlisle.

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

- (1) *A "Donation Bin" is an unattended receptacle, located outdoors, designed or intended for the collection and temporary storage of clothing, books, games, toys or other salvageable personal property donated by members of the public. A trailer where personnel are present at all times donated items are accepted at the trailer is not a "Donation Bin" for the purposes of this Section.*
- (2) *A "Donation Bin Owner" is each person, or their officer(s), legal representative(s) or agent(s), who owns, maintains or operates a Donation Bin.*
- (3) *A "Site Host" is each person, or their officer(s), legal representative(s) or agent(s), who has legal or equitable ownership, dominion, possession, charge, care of or control of the site where a Donation Bin is located.*

(b) Prohibition. *Donation Bins are prohibited in the City, and no person shall place or allow to be placed a Donation Bin on any property.*

(c) Removal. If a Donation Bin is located on any property in violation of this Section, then the City may require that each Donation Bin Owner and Site Host remove the Donation Bin. If the Donation Bin is not removed within the specified timeframe, then the City, in addition to invoking any other sanction or penalty under this Code, is authorized to remove the Donation Bin and charge the costs (including administrative costs) thereof to each Donation Bin Owner and Site Host.

(d) Liability. Each Donation Bin Owner and Site Host in violation of this Section shall be jointly and severally liable.

Passed this _____ day of _____, 2023.

Mike Lowrey, Mayor

Emily Berner, Clerk of Council

APPROVED AS TO FORM:

Jacob M. Jeffries, DIRECTOR OF LAW

Ordinance Requested by
Mayor Mike Lowrey

Mike Lowrey, Mayor

1st _____

2nd: _____

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

Totals:

Pass

Fail

ORDINANCE 2023-53

AN ORDINANCE AUTHORIZING THE CITY MANAGER OR THE DIRECTOR OF PUBLIC SERVICE/ASSISTANT CITY MANAGER TO ENTER INTO AN AGREEMENT WITH AARON HARTER FOR SLUDGE REMOVAL

WHEREAS, the Ohio EPA requires each Wastewater Treatment Plant to remove all sludge from its premises; and

WHEREAS, the City does not have the capability of removing its plant's sludge without outside assistance because the City does not possess the large equipment necessary to field-apply dry sludge; and

WHEREAS, Aaron Harter has submitted a contract for providing sludge removal services to the City for a period of 3 years at a rate of \$22.00 per wet ton; and

WHEREAS, the cost of removing conforming sludge will not exceed \$30,000 per year pursuant to the terms of the contract; and

WHEREAS, the removal of nonconforming sludge, a rare occurrence, will not cost more than \$50,000 annually per the contract.

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

SECTION 1. The City Manager, or the Director of Public Service/Assistant City Manager as the City Manager's designee, be, and hereby is, authorized to enter into a 3-year agreement, a copy of which is attached, with Aaron Harter for sludge removal services.

SECTION 2. Pursuant to the contract, the cost of removing conforming sludge will not exceed Thirty Thousand Dollars (\$30,000) per year, while the cost of removing nonconforming sludge will not exceed Fifty Thousand Dollars (\$50,000) per year.

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: 09/05/2023
Action: 09/18/2023
Effective: 10/03/2023



August 21, 2023

NEW CARLISLE WWTP
ATTN: KERRI MAY
403 GARFIELD STREET
NEW CARLISLE, OH 45344

Dear Kerri,

We are pleased to offer continued services for the removal, transportation, and spreading of Class B Biosolids from the City of New Carlisle's Wastewater Treatment Plant without any changes or price increases as detailed below:

Item Description	Price	Unit
Biosolids Land Application	\$22.00	Wet Ton
Not to exceed \$ 30,000 per year		

This price is offered for up to 3 calendar years at the same rate if the City of New Carlisle wishes to continue services, and is contingent upon the guidelines stipulated within. As the customer, the City may cancel service at any time with reasonable notice. Attached to this letter you will find information regarding:

- Key Personnel and Background
- Scope of Services
- Proposal Details
- Materials Management Agreement

Sincerely,

Aaron Harter
Harter Agri-Services, LLC
aaron.harter@harterag.com
937-529-9200



Key Personnel

Aaron Harter – Responsible for land acquisition, accounting, record keeping, permitting, monitoring, reporting and public relations. As a Certified Crop Advisor, certified by the American Society of Agronomy, I assure the quality of the land application program and ensure project compliance. I have worked on the City's biosolids management project from 2015 to 2023. Furthermore, I have marketed more than 500,000 tons of biosolids in my career without any non-compliance issues.

Joel Harter – Responsible for overall operations management of the land application project. With over 10 years of agricultural experience, Joel specializes in field procedures. He manages day-to-day operations, equipment, and safety. As operations lead, he ensures equipment maintenance and maintains field loading records.

Our philosophy through our years of experience is building and maintaining strong relationships by providing quality services to those that we work with. We take pride in delivering safe and compliant services, and trust that our operational excellence will be the quality that you demand.

Scope of Services

Contractor, Harter Agri-Services, to provide:

- Biosolids Management services that include removal, transportation, and land application of the New Carlisle WWTP's dewatered biosolids (15-25% solids).
- Equipment such as a front-end loader, skid loader, end-dump trailers, and spreading equipment.
- Maintain authorizations and landowner agreements required for land application services.
- Apply biosolids in compliance with the City's NPDES Permit, and with section 3745-40 of the Ohio Administrative Code (O.A.C.).
- Biosolids monitoring, record keeping, and reporting programs.
- Soil sampling, land permitting, and land application reports.
- Services include ag-consulting, and public relations support.

Owner, New Carlisle WWTP, to provide:

- 100% of the annual volume of biosolids generated at the plant for off-site beneficial use.
- Reasonable access to the owner's premises including after-hours and weekend entry except as necessary for safety and emergency considerations or a planned shutdown of the plant.
- Biosolids that meet the land application criteria for Class B Biosolids.
- Notification of any changes or conditions which could affect project operation.
- Maintain permits and certifications as necessary for land application of Class B Biosolids.
- Biosolids analysis representative of the procedures listed with section 3745-40 of the O.A.C.

Proposal Details

This proposal is intended to be a competitive quote for the City of New Carlisle's biosolids removal for land application. Harter Agri-Services shall furnish the equipment needed to land apply biosolids, as well as, the soil sampling and testing needed to adhere to all requirements. As stipulated in the cover letter, this bid can be extended on a yearly basis upon mutual agreement. This proposal does not include pricing for the disposal of biosolids at a landfill if the biosolids do not meet Class B biosolids standards. Unless other options exist, the owner shall be responsible for the landfill profile, as well as payment for transportation and tipping fees at the landfill.

Project Specific Clientele

Our land application program consists of (but not limited to) a land base over 200 acres working with farmers around Clark County that have land permitted for use by New Carlisle WWTP:

1. Eric Kessler

3116 North Dayton-Lakeview Rd
New Carlisle, OH 45344
Permitted Acres = 58

2. Paul Snyder

2489 Liberty Rd
New Carlisle, OH 45344
Permitted Acres = 103

3. Greg Snyder

517 Bischoff Rd
New Carlisle, OH 45344
Permitted Acres = 51

Field List

<u>FIELD ID</u>	<u>FACILITY</u>	<u>Acres</u>	<u>Latitude</u>	<u>Longitude</u>
CL37-01	New Carlisle WWTP	9.839	39.96901	-84.0001
CL37-02	New Carlisle WWTP	14.017	39.96888	-83.9976
CL37-03	New Carlisle WWTP	9.816	39.96705	-83.9958
CL37-04	New Carlisle WWTP	2.858	39.96593	-83.9956
CL37-05	New Carlisle WWTP	6.638	39.96498	-83.9964
CL37-06	New Carlisle WWTP	6.11	39.96545	-83.991
CL37-07	New Carlisle WWTP	9.732	39.96512	-83.9884
CL37-08	New Carlisle WWTP	7.84	39.96491	-83.9858
CL37-09	New Carlisle WWTP	14.979	39.96406	-83.9918
CSEK-9	New Carlisle WWTP	14.698	39.97308	-83.9956
CSEK-10	New Carlisle WWTP	43.831	39.97214	-83.9976
CL37-11	New Carlisle WWTP	21.315	39.96625	-83.9993
CL-57-1	New Carlisle WWTP	51.842	39.90292	-84.0236
		213.515		

Equipment List

Below is a list of our project-specific equipment:

- End-Dump Trailers (2)
- Skid Loader (1)
- Front-End Loader (1)
- Field Tractor (1)
- Tillage Implement / Cultivator (1)
- Buggy Spreader (1)

References and Current Contract(s)

City of Shelbyville, Indiana

Kevin Kredit – Superintendent

775 West Boggstown Rd.


Shelbyville, IN 46176

(317) 392-5131

Approximately 2,500 wet tons annually

MATERIALS MANAGEMENT AGREEMENT

This Agreement made and entered into as of this ____ day of _____, 2023 by and between Contractor and Customer.

CUSTOMER	<u>Customer Legal Name:</u> City of New Carlisle	
	<u>Street Address:</u> 403 Garfield Street	
	<u>City, State, Zip:</u> New Carlisle, OH 45344	
CONTRACTOR	<u>Contractor Legal Name:</u> Harter Agri-Services, LLC	
	<u>Street Address:</u> 5490 State Route 722	
	<u>City, State, Zip:</u> Arcanum, OH 45304	
TERM	<u>Commencement Date:</u> October 17, 2023	<u>Expiration Date:</u> October, 16, 2026
	The "Term" of the Agreement shall be from the Commencement Date up to and including the Expiration Date. This Agreement may be extended upon the mutual consent of the Parties. This Agreement and any extensions shall automatically renew on a year-to-year basis following expiration of the Term, until Contractor or Customer delivers notice to the other party of its intent to terminate the Agreement. The Customer retains the right to cancel service at any time for any reason.	
BILLING	<u>Customer Name:</u> New Carlisle WWTP	<u>Phone Number:</u> 937-845-0814
	<u>Street Address:</u> PO Box 419	<u>Contact Peron:</u> Kerri May
	<u>City, State, Zip:</u> New Carlisle, OH 45344	<u>Email:</u> kmay@newcarlisleohio.gov
SIGNATURES	CUSTOMER SIGNATURE:	
	Name:	
	CONTRACTOR SIGNATURE:	
	Harter Agri-Services, LLC	
	Name: Aaron Harter, Owner	
		Date: August 21, 2023

MATERIALS MANAGEMENT AGREEMENT

Scope of Services

Contractor, Harter Agri-Services, to provide:

- Biosolids Management services that include removal, transportation, and land application of New Carlisle WWTP's biosolids (15-25% solids).
- Equipment such as a front-end loader, skid loader, end-dump trailers, and spreading equipment.
- Maintain authorizations and landowner agreements required for land application services.
- Apply biosolids in compliance with the City's NPDES Permit, and with section 3745-40 of the Ohio Administrative Code (O.A.C.).
- Biosolids monitoring, record keeping, and reporting programs.
- Soil sampling, land permitting, and land application reports.
- Services include ag-consulting, and public relations support.

Owner, New Carlisle, to provide:

- 100% of the annual volume of biosolids generated at the plant for off-site beneficial use.
- Reasonable access to the owner's premises including after-hours and weekend entry except as necessary for safety and emergency considerations or a planned shutdown of the plant.
- Biosolids that meet the land application criteria for Class B Biosolids.
- Notification of any changes or conditions which could affect project operation.
- Maintain permits and certifications as necessary for land application of Class B Biosolids.
- Biosolids analysis representative of the procedures listed within section 3745-40 of the O.A.C.

Price:

The Agreement Price shall be as follows:

RATE: \$22.00

UNIT: Wet Ton

SERVICE: Cake Land Application

Not to exceed \$30,000 per year

Customer Materials:

Customer Materials shall consist of the following:

- Dewatered Class B Biosolids
- Approximately 1000 wet tons of Biosolids per year.
- Biosolids to be free of debris and meet all land application standards.

Method of Delivery of Customer Materials:

Customer to store cake biosolids on-site in drying beds.

Materials Management Agreement

1. Definitions. As used in this Agreement:

- A.** "Agreement" shall mean this agreement, and each exhibit, appendix and schedule attached hereto, and by reference made part of this agreement.
- B.** "Agreement Price(s)" shall mean any one or, collectively, all the process to be paid by the Customer to the Contractor for Contractor Services.
- C.** "Authorizations" means all authorizations, permits, applications, notices of intent, registrations, variances, and exemptions required for the removal, transportation and land application of Customer Materials in compliance with all Laws.
- D.** Agreement shall consist of the following documents which Customer acknowledges receiving copies of:
1. The Agreement
 2. Scope of Services and Price Appendix
 3. General Terms and Conditions
- E.** "Contractor Services" shall be those services described in Scope of Services and Price Appendix.
- F.** "Customer" shall mean the entity identified as Customer in the first paragraph of this Agreement and its permitted successors and assigns.
- G.** "Customer Material(s)" shall mean the materials generated by or stored at the customers facility which are described in the Scope of Services.
- H.** "Governmental Authority" means any governmental authority including the United States of America and any State, local authority, political subdivision, agency, department, commission, board, bureau, court, tribunal having jurisdiction over this Agreement, Customer Material(s), or Contractor, Customer, or Customer Facility.
- I.** "Hazardous Materials" means any "petroleum", oil", "hazardous waste", "hazardous substance", "toxic substance", and "extremely hazardous substance" as such terms are defined, listed, or regulated under Laws.
- J.** "Intended Use" shall mean any use, placement or disposal of Customer Materials pursuant to this Agreement including by example, land application.
- K.** "Laws" shall mean any Authorization and any applicable federal state, or local law, rule, regulation, ordinance, order, decision, principle of common law, consent decree or order, of any Governmental Authority, now or hereafter in effect.
- L.** "Non-Conforming Material(s)" shall mean material(s) which either fail to meet the description of Class B Biosolids, are hazardous materials, or contain a concentration of polychlorinated biphenyls equal or greater than 50 milligrams per kilogram of total solids (per dry weight).
- M.** "Party" shall mean either Customer or Contractor, "Parties" shall mean any Customer or Contractor.
- N.** "Person" shall mean any partnership, corporation, Governmental Authority, trust or legal entity, as well as a natural person.
- O.** "Term" shall mean the term of this Agreement including any extensions, as provided for in the agreement.

2. Price and Adjustments.

- A.** The Agreement Price for Contractor Services is set forth in Scope of Services and Price.
- B.** Contractor will have no duty to handle Non-Conforming Materials unless Customer and Contractor mutually agree to terms including cost for the handling of such Non-Conforming Materials on a case-by-case basis. If contractor discovers material is Non-Conforming after it takes possession, then the Customer shall Reimburse all costs and expenses of Contractor in handling such Non-Conforming Material until Customer arranges for removal and transportation of such Non-Conforming Material for appropriate processing and disposal, plus 10% of such costs and expenses. Notwithstanding anything contained herein to the contrary, Customer's

maximum total yearly financial obligation to Contractor is \$30,000 (conforming) and \$50,000 (nonconforming and indemnity).

3. Ownership of Materials

Customer shall retain all title to and ownership of the Customer Material and Non-Conforming Materials.

4. Rejection and Revocation of Acceptance of Materials.

- A.** Contractor shall have the right to reject any Non-Conforming Materials prior to taking possession or revoking its acceptance after taking possession, provided that Contractor notifies Customer by telephone or in writing of such rejection of Non-Conforming Materials promptly upon Contractors discovery thereof. Any such notice of rejection not given initially in writing shall be promptly confirmed in writing to Customer. Contractor shall provide Customer with the documentation used to identify Customer Materials as Non-Conforming, and Customer shall have the right to re-test the Customer Materials.
- B.** Within twenty-four hours after receipt of notice of rejection of Non-Conforming Materials (or such longer period provided that Customer is acting with due diligence). Customer shall in accordance with Laws, arrange for and pay all costs associated with the testing, removal and transport of such Non-Conforming Materials for appropriate processing and disposal. If Customer fails to remove Non-Conforming Materials within 10 business days of the date the Customer is notified by the Contractor, then the Contractor shall have the right, but not the obligation, to remove, store, handle, transport, process and dispose of the Non-Conforming Materials and Customer shall reimburse Contractor for all costs and expenses associated therewith, plus 10% of such costs and expenses.
- C.** Nothing in this section shall be construed to limit Customers obligation to indemnify Contractor pursuant to section 9, paragraph B.

5. Change in Conditions Affecting Quality of Materials.

Customer shall immediately notify Contractor of changes or irregularities related to the creation, processing or conditions that would reasonably be expected to affect the quality, character or composition of Customer Materials. Customer shall promptly furnish to Contractor any information regarding known or suspected changes in the composition or characteristics of the Customer Materials.

6. Record Keeping

Contractor shall maintain records of the Contractor Services to the extent Contractor is required by Law, and further, shall maintain records to the extent specifically set forth in Scope of Services and Price. Customer shall maintain records to the extent the Customer is required by Law. Customer shall keep and maintain records showing all data necessary for computation of the invoiced amounts during the Term of the Agreement and for eighteen months after the termination of the Agreement. Customer shall, upon reasonable notice from contractor, allow Contractor to inspect and copy all records necessary for Contractor to compute the amounts to be invoiced.

7. Terms of Payment

Customer shall pay the Contractor the full amount due under any invoice within thirty days of the date of the invoice. Any invoice not paid in full within thirty days of the date of the invoice shall bear interest at the lesser of: (i) one and one-half (1.5%) percent per month; or (ii) the maximum legally permissible interest rate on any unpaid balance thereof. Interest shall be computed from the date of the invoice.

8. Default Termination

- A.** In the event a Party seeks to terminate this Agreement because the other Party has failed to perform one or more of its material obligations

Materials Management Agreement

hereunder, then the non-defaulting Party shall give a default notice to the defaulting Party. Such default notice shall list with reasonable detail the nature of the default. Unless otherwise stated in subsection B below, a defaulting Party shall have a right to cure the default within ten business days. If the defaulting Party fails to cure the default within ten business days after the receipt of the default notice, then this Agreement may be terminated by the non-defaulting Party by delivery of notice of termination, effective on the termination date stated on such termination notice.

B. Notwithstanding any provision herein to the contrary, Contractor may immediately terminate this Agreement upon notice to Customer if:

- (i) Customer fails to make full payment within thirty days of any invoice date;
- (ii) There is a change in or to the interpretation of any Laws which increases Contractor's risk or cost, or which would serve to delay Contractor's performance of Contractor Services;
- (iii) Contractor reasonably determines that performing Contractor Services will cause personal injury, or damage to a Party's facilities, equipment or operation, or will cause Contractor to be in violation of Laws, or will produce or cause to be produced a process byproduct that is classified as Hazardous Material(s); or
- (iv) Customer fails to provide the NANI or NANI Equivalent as provided in section 26A.4.b. of this agreement.

C. Notwithstanding anything contained herein to the contrary, Customer may terminate this agreement at any time for any reason.

9. Indemnification.

A. Contractor shall defend, indemnify and hold harmless Customer, its directors, officers and agents from and against any and all claims, suits, actions, proceedings, liabilities, losses, damages, fines, penalties and expenses of every character whatsoever (including, but not limited to, liability for pollution, environmental or natural resource damage or restoration, nuisance, bodily injury, sickness and/or disease, including death, and loss of or damage to property), to the extent proximately caused by the Contractor's negligence or breach of this Agreement. If any such suits, actions or proceedings are threatened or commenced, Customer shall promptly notify Contractor.

B. A local public entity, in order to comply with Section 5705.41 (D)(1) of Revised Code, cannot agree to open ended indemnification. Except as otherwise stated herein and to the extent permitted by Ohio law, Customer shall defend, indemnify and hold harmless Contractor, its directors, officers and agents from and against any and all claims, suits, actions, proceedings, liabilities, losses, damages, fines, penalties and expenses of every character whatsoever (including, but not limited to, liability for pollution, environmental or natural resource damage or restoration, nuisance, bodily injury, sickness and/or disease, including death, and loss of or damage to property), to the extent they arise out of:

- (i) Customer's failure to comply with any of its obligations under this Agreement;
- (ii) Customer's delivery of Non-Conforming Material to Contractor;
- (iii) Contractor's acceptance, handling, use or application Non-Conforming Material; and
- (iv) Any other negligent act or omission or willful misconduct by Customer. If any such suits, actions or proceedings are threatened or commenced, Contractor shall promptly be notified by Customer. Customer's maximum total yearly financial obligation to Contractor is \$30,000 (conforming) and \$50,000 (nonconforming and indemnity).

10. Access

Customer shall provide Contractor access to Customer Facility as and when

requested by Contractor in order to provide Contractor Services. Customer shall bear all costs or fees associated with providing access to Contractor.

11. Compliance with Laws.

Unless otherwise specifically provided in this Agreement, Contractor shall comply with Laws directly regulating Contractor Services and Customer shall comply with all Laws imposed upon it.

12. Insurance.

Contractor to provide general liability and property damage insurance to cover the liabilities of Contractor arising out of the use of vehicles in the performance of the Contractor Services.

13. Force Majeure.

Neither Party shall be liable to the other Party for breach or delay in the performance of its obligations hereunder caused by any act or occurrence beyond its reasonable control, including but not limited to fires, strikes (except strikes involving Customers personnel), orders or judgements of any Federal, State or local court, administrative agency or governmental body, accidents and Acts of God. It is specifically understood that, without limitation, none of the following acts, events or circumstances shall constitute an act or occurrence beyond a Party's reasonable control:

- (i) reasonably anticipated weather conditions normal for the region which the work is performed; or
- (ii) any failure to pay any sums in accordance with the terms of this Agreement. Whenever the terms of this Section are believed to apply, the Party relying thereon shall give prompt notice to the other Party of the circumstances, the basis for applicability of this Section and the time required to cure such breach or delay and Contractor and Customer shall use reasonable best efforts to agree on appropriate mitigating actions under the circumstances.

14. Representation of Authority.

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver and perform this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

15. Entire Agreement.

This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and verbal, between the Parties with respect to the subject matter hereof. The rights of all parties shall be governed by the Laws of the State of Ohio, without regard to any conflicts of law, rules, or provisions.

16. Amendments.

This Agreement may be amended from time to time only by an instrument in writing signed by the Parties to this Agreement.

17. Counterparts.

This Agreement may be executed in counterparts, which together shall constitute one and the same contract. The Parties may execute more than one copy of this Agreement, each of which shall constitute an original.

18. Assignment.

This Agreement shall be binding upon and inure to the benefit of the Parties thereto and their successors and permitted assigns. The Agreement may not be assigned by either Party without the prior written consent of

Materials Management Agreement

the other Party, which consent shall not be unreasonably withheld or delayed, except that Contractor may assign performance and/or collection to an Affiliate of Contractor without the consent of Customer.

19. Modification.

This Agreement may not be amended, altered or modified except in writing signed by the Parties hereto. No waiver by either Party of any breach by the other Party of any provisions of this Agreement shall be construed as a waiver of any subsequent breach, whether of the same or of any different provision of this Agreement. No course of conduct or series of dealings shall constitute a waiver hereunder.

20. No Third Party Liability

Neither this Agreement nor any Subcontract is intended to give rise to or recognize any third party beneficiary to this Agreement.

21. Partial Invalidity

If any provision of this Agreement is determined to be invalid, illegal or unenforceable for any reason, that provision shall be deleted from this Agreement and such deletion shall in no way affect, impair, or invalidate any other provision of this Agreement, unless it was material to the consideration for the performance required. If a provision is deleted which is not material to such consideration, the remaining provisions shall be given the force and effect originally intended.

22. Consent to Breach Not Waiver

No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. No consent by any Party to, or waiver of, a breach by the other Party shall constitute to, waiver of, or excuse of any other different or subsequent breach.

23. Notice

Except as otherwise specifically provided in this Agreement, all notices must be given in writing sent by recognized overnight courier or registered or certified US mail, postage prepaid, return receipt requested, addressed listed on the first page and with an additional copy of any notice to Contractor sent to:

Harter Agri-Services
5490 State Route 722
Arcanum, OH 45304

Notice shall be sent to the referenced person and address unless the Parties are otherwise notified in writing of a change in the name or address of the person to be notified.

24. Consequential Damages

In no event shall Contractor, its employees, or any of its subcontractors be liable for any incidental, indirect, special, punitive, economic or consequential damages, suffered or incurred by Customer or any of its agents or contractors as a result of the Contractor's performance or non-performance of services pursuant to this Agreement. Except as otherwise stated herein, in no event shall Contractor liability hereunder exceed the value of the payments to Contractor under this Agreement, regardless of legal theory.

25. Drafting Responsibility

Neither Contractor nor Customer shall be considered the drafter of this Agreement, and any ambiguities herein shall not be construed against

either Contractor or Customer, both having participated in the drafting of this Agreement.

26. Customer Materials

Customer represents and warrants the following with respect to the quality of Customer Materials:

A. Biosolids.

1. Customer will not provide Hazardous Materials to Contractor.
2. Customer Materials shall not contain a concentration of polychlorinated biphenyls (PCB's) equal to or greater than 50 milligrams per kilogram (dry weight basis), nor shall Customer Materials violate more stringent state or local standards, where applicable.
3. All Customer Materials are suitable for the Intended Use and the qualities and characteristics of Customer Materials meet or exceed the minimum requirements under Laws of Intended Use.
4. If land application is an Intended Use of Customer Materials, the following shall apply:
 - a. Customer agrees to provide Contractor with Customer Materials that meet federal, state and local land application criteria at the time they are released to the Contractor.
 - b. Customer shall provide Contractor documentation that the Customer's biosolids meet 40 CFR Part 503, state and local land application quality criteria with respect to the three biosolids quality criteria (i.e. metals content, pathogen reduction requirements, and vector attraction reduction requirements) unless Contractor has specifically agreed otherwise as part of the Contractor Services described below. This information is to be supplied to Contractor using a Notice and Necessary Information (NANI) form or NANI Equivalent within 45 days after the end of the Customer's monitoring period based on the biosolids testing frequency in 40 CFR 503.16. "NANI Equivalent" shall mean lab results which clearly show the three biosolids quality criteria are met (e.g. metal test result, fecal coliform test results, SOUR test results). If Customer uses more than one treatment process within Customer Facility, a NANI is required for each treatment process used by the Customer.
 - c. If Customer fails to provide the NANI form or NANI Equivalent when required by Law, Contractor shall have the immediate right, but not the obligation, to suspend or terminate Contractor Services or this Agreement. Customer shall be liable for all additional costs and expenses arising out of such suspension or termination.
 - d. Contractor will land apply Customer Materials based on the most current NANI form or NANI Equivalent test results provided to the Contractor.
5. Where Customer Materials are to be disposed of in landfill(s), Customer Materials must meet the requirements of 40 CFR Part 258 (e.g., pass paint filter test and be non-hazardous per 40 CFR Part 261) and any applicable state requirements.

27. Miscellaneous

In the hiring of employees for the performance of work under the contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability, or military status as defined by Section 4112.01 of the Revised Code, national origin or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and able to perform the work to which the agreement relates. No contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the agreement on account of race, color, religion, sex, age, disability or military status as defined by Section 4112.01 of the Revised Code, national origin, or ancestry.

Materials Management Agreement

Both parties certify that they are currently in compliance with and will continue to adhere to the Ohio Ethics Law as provided by Sections 102.03 and 102.04 of the Revised Code.

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

ORDINANCE 2023-54

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS OF OVER THIRTY-FIVE THOUSAND DOLLARS (\$35,000) FOR THE PURCHASE OF A NEW STREET SWEEPER

WHEREAS, the City currently contracts for the annual sweeping of its streets;
and

WHEREAS, a City-owned street sweeper would allow the City to sweep its streets multiple times each year, which would improve the aesthetics of the City streets due to the more frequent removal of weeds and other debris; and

WHEREAS, sweeping City streets more often would also help to maintain the City's storm system; and

WHEREAS, the City desires to purchase a new TYMCO Model 435 street sweeper through the attached Ohio STS Contract #800936; and

WHEREAS, R.C. § 125.04 provides that political subdivisions are exempt from competitive bidding procedures otherwise required by law when purchasing items through the State Purchasing Program.

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

SECTION 1. The City Manager, or the Director of Public Service/Assistant City Manager as the City Manager's designee, be, and hereby is, authorized to proceed with acquiring a new TYMCO Model 435 street sweeper by signing any purchase agreement and related financial documents necessary to accomplish this. The dollar amount for said purchase is not to exceed Two Hundred Fifty Thousand and XX/100 Dollars (\$250,000.00).

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: 09/05/2023
Action: 09/18/2023
Effective: 10/03/2023