



CITY COUNCIL REGULAR MEETING PACKET

June 3, 2024 @ 6:00pm Heritage Hall in Smith Park

1. Call to Order: Mayor Bill Cook
2. Roll Call: Clerk of Council
3. Invocation:
4. Pledge of Allegiance:
5. Action on Minutes: Submitted at the 06/17/24 Regular Meeting
6. Communications:
7. City Manager Report: Attached
8. Committee Reports:
9. Comments from Members of the Public: *Comments limited to 5 minutes or less

10. RESOLUTIONS: (2 - Intro; 2 - Action*)

***A. Resolution 2024-06R (Introduction, Public Hearing and Action Tonight)**

A RESOLUTION ACCEPTING AN H2OHIO GRANT FOR THE PURPOSE OF PURCHASING EQUIPMENT NEEDED FOR THE CITY'S DRINKING WATER DISTRIBUTION SYSTEM

***B. Resolution 2024-07R (Introduction, Public Hearing and Action Tonight)**

A RESOLUTION TO SEEK MEMBERSHIP IN THE AARP NETWORK OF AGE-FRIENDLY COMMUNITIES

11. ORDINANCES: (1 - Intro; 5 - Action*)

***A. Ordinance 2024-21 (Introduced on 05/06/24. Public Hearing and Action Tonight)**

AN ORDINANCE AMENDING CHAPTER 1066 OF THE CODIFIED ORDINANCES OF THE CITY OF NEW CARLISLE, OHIO TO REVISE CEMETERY FEES

***B. Ordinance 2024-22 (Introduced on 05/20/24. Public Hearing and Action Tonight)**

AN ORDINANCE AMENDING SECTION 1460.44 OF THE CODIFIED ORDINANCES OF THE CITY OF NEW CARLISLE REGARDING ACCESSORY USES FOR RECREATIONAL VEHICLES AND EQUIPMENT, AND OVERNIGHT PARKING

***C. Ordinance 2024-24 (Introduced on 05/20/24. Public Hearing and Action Tonight)**

AN ORDINANCE SUPPLEMENTING CERTAIN APPROPRIATIONS CONTAINED IN NEW CARLISLE CITY ORDINANCE 2023-61

***D. Ordinance 2024-25 (Introduced on 05/20/24. Public Hearing and Action Tonight)**

AN ORDINANCE AMENDING SECTION 618.15 OF THE CODIFIED ORDINANCES OF THE CITY OF NEW CARLISLE REGARDING ANIMAL ENCLOSURES

***E. Ordinance 2024-26 (Introduced on 05/20/24. Public Hearing and Action Tonight)**

AN ORDINANCE AMENDING CHAPTER 618 OF THE CODIFIED ORDINANCES FOR THE PURPOSE OF PERMITTING THE KEEPING OF CHICKENS AT RESIDENTIAL PROPERTIES WITHIN CITY LIMITS

F. Ordinance 2024-27 (Introduction Tonight. Public Hearing and Action on 06/17/24)

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING THAT AMENDS THE COLLECTIVE BARGAINING UNIT'S JOB CLASSIFICATION AND WAGE TABLE

12. OTHER BUSINESS:

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

13. Executive Session:

14. Return to Regular Session:

15. Adjournment

Next **Regular** City Council Meeting is Monday, June 17, 2024 @ Heritage Hall in Smith Park. 6:00PM.

City Manager Report

June 06, 2024

A. DEPARTMENTAL REPORTS

- The Following Departmental Reports will be given at the next City Council meeting that will be held on Monday, June 17, 2024
 - Finance, Public Service, Fire/EMS, and Police
- Planning & Zoning, Mayor's Court Report - Attached

B. INFORMATIONAL ITEMS

- Discussion Topics
 - Clark County Lead Safe Ohio Program
 - FREE (no loan or other obligation) Lead Abatement or Lead Safe Renovations on homes
 - Program Information and Pre-Application – Attached
 - Coffee and Pizza with City Council
 - June 15th starting at 10am @ the Farmers' Market
 - Habitat for Humanity / Clark County Land Bank Homes - Update
 - Policy Items Council is Working On
 - Boards and Commission Handbook – Emailed to City Council
 - ◇ Need to determine what Boards and Committee's will be active
 - ◇ Guidance on Next Steps
 - Charter Review Preamble thru Article IV - Attached
 - ◇ Jake will summarize changes. I will email them to City Council.
 - Disaster Recovery Handbook
 - ◇ Developing small handbook that heavily incorporates the Clark County EMA
 - Citizen of the Year
 - ◇ Award designed and made a few years back
 - ◇ Guidance on Next Steps
 - Upcoming Legislation
 - Bonding of certain city employees
 - Monroe Meadows TIF Legislation, round 1
 - Tax Budget – First Read June 17th, Second Read and voting July 1, 2024. Tax Budget must be adopted by July 15th.
 - Additional Discussion Topics
 - PowerPoint Presentation
 - “Year of the People” Movie Nights, Seniors Registry, No-Knock Registry and more.

Attachment Summary:

- Planning Department / Mayor's Court Report
- Clark County Lead Safe Ohio Program Information and Pre-Application

Motion Summary:

- None



Planning Department Report Stats

Date: May 11, 2024-May 24, 2024

Data Summary	Apr 29-May 10	May 11-May 24
660.13 Weeds & Grasses	12	23
1280.05 Additional Yard Height Requirements		
1280.03 Private Swimming Pools		
1244.10 Zoning Permit Required		2
1244.11 Zoning Permit Application		2
1280.26 Accessory Buildings		6
1280.33 Accessory Uses		1
1290.03 Sign Permit Required		
1290.08 Prohibited Signs		
1290.17 Location of Signs		
1290.20 Sign Construction and Maintenance		
1290.22 Sign Permit Application		
1290.23 Sign Permit Fees		
1460.15 Abatement of Nuisance by the City; Cost Recovery	37	
1460.23 Structural Soundness and Maintenance of Dwellings	2	3
1460.25 Exterior Property and Structure Exteriors; Residential	10	22
1460.25 (a) Exterior Space		
1460.25 (b) Exterior Maintenance	2	
1460.25 (c) Fences and Walls	2	4
1460.25 (d) Yards, Tall Grass & Weeds	57	15
1460.25 (e) Hazards		
1460.25 (f) Temporary Occupancy		1
1460.25 (g) Storage	10	22
1460.25 (h) Drainage		
1460.25 (i) Drainage Swales		
1460.25 (j) Junk, Inoperable, Unlicensed Vehicle	1	4
1460.25 (k) Sanitation	1	
1460.25 (l) Swimming Pools		
1460.25 (m) Open Fires		
1460.26 Vegetation; Residential	4	8
1460.28 Accessory Structures		

	Apr 29-May 10	May 11-May 24	
Total Violations	151	135	286
Total Properties Violated	73	66	139
Average Violations Per Property	2.06	2.04	2.05
Abatement Complete	3	0	1%
Closed Violations	102	71	60.50%
Sheriff's Dept.			
Under Investigation	4	1	3.50%
Vacant Property Violated		4	2.88%
Work Order Issued		1	1%
Nuisance Property List	3	3	4.32%
# of Violations Submitted to Mayor's Court	2	0	1.40%
Property Extensions Granted	5	5	7.19%

Disclaimer

Case Number is a unique identifier assigned to the parcel address being violated.

Main Status determines the activity of the entire case. Main Status will show open even if some of the violations have been closed (remedied).

Violation Status means one or more violations assigned to the case are either open or closed.

Extensions are provided on a case by case scenario. In most cases the the violations are exteme and more time is needed to remedy the situations.

1460.32 -Exterior Property and Structure Exteriors; Commercial	1	
1460.33 Vegetation; Commercial	1	
1460.45 Donation Bins		
1460.43 (c) On-Street Parking Limitations	2	5
1460.43 (d) Parking on Private Property	8	14
1460.44 Accessory Uses; Residential, Commercial, Industrial	2	4

Permit Date	Permit Type	Main Status	Parcel Address	Total Payments
5/15/2024	Change of Use / Occupancy	Approved	116 S CHURCH ST	\$25.00
5/16/2024	Sidewalk/Curb/Gutter	Approved	603 W WASHINGTON	\$0.00
5/16/2024	Fence	Approved	426 FALCON DR	\$20.00
5/16/2024	Sign	Approved	116 S CHURCH ST	\$82.00
5/16/2024	Sign	Approved	116 S CHURCH ST	\$37.20
5/21/2024	Accessory Structure	Canceled	100 S CLAY ST	\$0.00
5/21/2024	Swimming Pool	Approved	1029 BITTERSWEET D	\$45.00



Planning Department Report

Date: May 11, 2024-May 24, 2024

Case #	Main Status	Violation Date	Correction Deadline	Extension Date	Parcel Address	Violation Name	Violation Status
1872	Open	5/13/2024	5/18/2024	0	233 GALEWOOD DR	1460.25 (g) Storage	Open
1872	Open	5/13/2024	5/18/2024	0	233 GALEWOOD DR	1460.25 Exterior Property and Structure Exteriors; Residential	Open
1873	Closed	5/13/2024	5/18/2024	0	400 FLORA AVE	1460.25 (d) Yards, Tall Grass & Weeds	Closed
1873	Closed	5/13/2024	5/18/2024	0	400 FLORA AVE	660.13 Weeds & Grasses	Closed
1874	Closed	5/13/2024	5/18/2024	0	523 N CHURCH ST NEW CARLISLE 45344	1460.25 (d) Yards, Tall Grass & Weeds	Closed
1874	Closed	5/13/2024	5/18/2024	0	523 N CHURCH ST NEW CARLISLE 45344	660.13 Weeds & Grasses	Closed
1875	Closed	5/13/2024	5/18/2024	0	823 PLUMWOOD DR	1460.25 (d) Yards, Tall Grass & Weeds	Closed
1875	Closed	5/13/2024	5/18/2024	0	823 PLUMWOOD DR	660.13 Weeds & Grasses	Closed
1876	Closed	5/13/2024	5/18/2024	0	823 PLUMWOOD DR	1460.25 (g) Storage	Closed
1876	Closed	5/13/2024	5/18/2024	0	823 PLUMWOOD DR	1460.25 Exterior Property and Structure Exteriors; Residential	Closed
1877	Closed	5/13/2024	5/18/2024	0	623 SPINNING RD	1460.25 (d) Yards, Tall Grass & Weeds	Closed
1877	Closed	5/13/2024	5/18/2024	0	623 SPINNING RD	660.13 Weeds & Grasses	Closed
1878	Under Investigation	5/13/2024	5/18/2024	0	1013 W LAKE AVE	1460.25 (g) Storage	Open
1878	Under Investigation	5/13/2024	5/18/2024	0	1013 W LAKE AVE	1460.25 Exterior Property and Structure Exteriors; Residential	Open
1879	Under Investigation	5/13/2024	5/18/2024	0	1013 W LAKE AVE	1460.25 (d) Yards, Tall Grass & Weeds	Open
1879	Under Investigation	5/13/2024	5/18/2024	0	1013 W LAKE AVE	660.13 Weeds & Grasses	Open
1880	Closed	5/13/2024	5/18/2024	0	911 W LAKE AVE	1460.25 (d) Yards, Tall Grass & Weeds	Closed
1880	Closed	5/13/2024	5/18/2024	0	911 W LAKE AVE	660.13 Weeds & Grasses	Closed
1881	Closed	5/14/2024	5/17/2024	0	427 -429 S MAIN ST NEW CARLISLE 45344	1460.43 (d) Parking on Private Property	Closed
1882	Closed	5/14/2024	5/19/2024	0	207 W MADISON ST	1460.25 (d) Yards, Tall Grass & Weeds	Closed
1882	Closed	5/14/2024	5/19/2024	0	207 W MADISON ST	660.13 Weeds & Grasses	Closed
1883	Closed	5/14/2024	5/19/2024	0	301 S CHURCH ST	1460.25 (g) Storage	Closed
1883	Closed	5/14/2024	5/19/2024	0	301 S CHURCH ST	1460.25 Exterior Property and Structure Exteriors; Residential	Closed
1884	Closed	5/14/2024	5/17/2024	0	315-315 1/2 S CHURCH ST	1460.43 (d) Parking on Private Property	Closed
1885	Closed	5/14/2024	5/19/2024	5/20/2024	315-315 1/2 S CHURCH ST	1460.25 (g) Storage	Closed
1885	Closed	5/14/2024	5/19/2024	0	315-315 1/2 S CHURCH ST	1460.25 Exterior Property and Structure Exteriors; Residential	Closed
1886	Closed	5/14/2024	5/19/2024	0	236 GALEWOOD DR	1460.25 (g) Storage	Closed

1886	Closed	5/14/2024	5/19/2024	0	236 GALEWOOD DR	1460.25 Exterior Property and Structure Exteriors; Residential	Closed
1887	Closed	5/14/2024	5/17/2024	5/21/2024	1003 GREENHEART DR	1460.43 (d) Parking on Private Property	Closed
1887	Closed	5/14/2024	5/17/2024	5/21/2024	1003 GREENHEART DR	1460.44 Accessory Uses; Residential, Commercial, Industrial	Closed
1888	Open	5/14/2024	5/19/2024	5/29/2024	1101 GREENHEART DR	1460.25 (g) Storage	Open
1888	Open	5/14/2024	5/19/2024	5/29/2024	1101 GREENHEART DR	1460.25 Exterior Property and Structure Exteriors; Residential	Open
1889	Closed	5/14/2024	5/19/2024	0	208 W WASHINGTON ST	1460.25 (d) Yards, Tall Grass & Weeds	Closed
1889	Closed	5/14/2024	5/19/2024	0	208 W WASHINGTON ST	660.13 Weeds & Grasses	Closed
1890	Closed	5/14/2024	5/19/2024	0	208 W WASHINGTON ST	1460.25 (g) Storage	Closed
1890	Closed	5/14/2024	5/19/2024	0	208 W WASHINGTON ST	1460.25 Exterior Property and Structure Exteriors; Residential	Closed
1891	Open	5/14/2024	5/19/2024	0	321 S ADAMS ST	1460.25 (g) Storage	Open
1891	Open	5/14/2024	5/19/2024	0	321 S ADAMS ST	1460.25 Exterior Property and Structure Exteriors; Residential	Open
1892	Closed	5/14/2024	5/17/2024	0	317 S SCOTT ST	1460.43 (d) Parking on Private Property	Open
1893	Closed	5/14/2024	5/19/2024	0	301 MADISON- 221 ADAMS ST	1460.25 (g) Storage	Closed
1893	Closed	5/14/2024	5/19/2024	0	301 MADISON- 221 ADAMS ST	1460.25 Exterior Property and Structure Exteriors; Residential	Closed
1894	Open	1/0/1900	7/15/2024	0	604 COLONY TRAIL	1280.26 Accessory Buildings	Open
1895	Open	5/15/2024	7/15/2024	0	606 COLONY TRL NEW CARLISLE 45344	1280.26 Accessory Buildings	Open
1895	Open	5/15/2024	7/15/2024	0	606 COLONY TRL NEW CARLISLE 45344	1460.25 (c) Fences and Walls	Open
1896	Closed	5/15/2024	5/20/2024	5/24/2024	523 N SCOTT ST	1460.26 Vegetation; Residential	Closed
1896	Closed	5/15/2024	5/20/2024	5/24/2024	523 N SCOTT ST	660.13 Weeds & Grasses	Closed
1897	Open	5/15/2024	7/15/2024	0	612 COLONY TRAIL	1280.26 Accessory Buildings	Open
1897	Open	5/15/2024	7/15/2024	0	612 COLONY TRAIL	1460.44 Accessory Uses; Residential, Commercial, Industrial	Open
1898	Closed	5/15/2024	5/18/2024	0	907 BROOKFIELD DR	1460.43 (d) Parking on Private Property	Closed
1899	Closed	5/15/2024	5/18/2024	0	313 FUNSTON AVE	1460.43 (d) Parking on Private Property	Closed
1900	Closed	5/15/2024	5/18/2024	0	610 BROOKFIELD DR	1460.25 (j) Junk, Inoperable, Unlicensed Vehicle	Closed
1900	Closed	5/15/2024	5/18/2024	0	610 BROOKFIELD DR	1460.43 (d) Parking on Private Property	Closed
1901	Open	5/15/2024	7/15/2024	0	624 COLONY TRL NEW CARLISLE 45344	1460.25 (g) Storage	Open
1902	Open	5/15/2024	6/14/2024	0	1004 LANGDALE AVE	1460.23 Structural Soundness and Maintenance of Dwellings	Open
1903	Open	5/15/2024	7/15/2024	0	626 COLONY TRAIL	1280.26 Accessory Buildings	Open
1903	Open	5/15/2024	7/15/2024	0	626 COLONY TRAIL	1460.25 (g) Storage	Open
1904	Open	5/15/2024	7/15/2024	0	723 COLONY TRL NEW CARLISLE 45344	1460.25 (c) Fences and Walls	Open
1905	Open	5/15/2024	7/15/2024	0	905 MC KEES MILL RUN	1280.26 Accessory Buildings	Open
1905	Open	5/15/2024	7/15/2024	0	905 MC KEES MILL RUN	1280.33 Accessory Uses	Open
1905	Open	5/15/2024	7/15/2024	0	905 MC KEES MILL RUN	1460.44 Accessory Uses; Residential, Commercial, Industrial	Open
1906	Submitted to Mayor	5/15/2024	5/20/2024	0	802 N SCOTT ST	1460.25 (g) Storage	Open
1906	Submitted to Mayor	5/15/2024	5/20/2024	0	802 N SCOTT ST	1460.25 Exterior Property and Structure Exteriors; Residential	Open
1907	Open	5/15/2024	5/25/2024	0	804 N SCOTT ST NEW CARLISLE 45344	1244.10 Zoning Permit Required	Open
1907	Open	5/15/2024	5/25/2024	0	804 N SCOTT ST NEW CARLISLE 45344	1244.11 Zoning Permit Application	Open
1907	Open	5/15/2024	5/25/2024	0	804 N SCOTT ST NEW CARLISLE 45344	1460.25 (c) Fences and Walls	Open
1908	Closed	5/16/2024	5/23/2024	0	323 FENWICK DR	1460.25 (g) Storage	Closed

1908	Closed	5/16/2024	5/23/2024	0	323 FENWICK DR	1460.25 Exterior Property and Structure Exteriors; Residential	Closed
1909	Closed	5/16/2024	5/23/2024	0	502 W Lincoln	1460.25 (d) Yards, Tall Grass & Weeds	Closed
1909	Closed	5/16/2024	5/23/2024	0	502 W Lincoln	660.13 Weeds & Grasses	Closed
1910	Open	5/15/2024	6/30/2024	0	804 N SCOTT ST NEW CARLISLE 45344	1244.10 Zoning Permit Required	Open
1910	Open	5/15/2024	6/30/2024	0	804 N SCOTT ST NEW CARLISLE 45344	1244.11 Zoning Permit Application	Open
1910	Open	5/15/2024	6/30/2024	0	804 N SCOTT ST NEW CARLISLE 45344	1280.26 Accessory Buildings	Open
1910	Open	5/15/2024	6/30/2024	0	804 N SCOTT ST NEW CARLISLE 45344	1460.23 Structural Soundness and Maintenance of Dwellings	Open
1911	Closed	5/16/2024	5/23/2024	0	501 N CHURCH ST	1460.25 (g) Storage	Closed
1911	Closed	5/16/2024	5/23/2024	0	501 N CHURCH ST	1460.25 Exterior Property and Structure Exteriors; Residential	Closed
1912	Closed	5/16/2024	5/23/2024	0	606 N SCOTT ST	1460.25 (g) Storage	Closed
1912	Closed	5/16/2024	5/23/2024	0	606 N SCOTT ST	1460.25 Exterior Property and Structure Exteriors; Residential	Closed
1913	Closed	5/16/2024	5/21/2024	0	300 RAWSON DR	1460.43 (d) Parking on Private Property	Closed
1914	Closed	5/16/2024	5/23/2024	0	304 FUNSTON AVE	1460.25 (g) Storage	Closed
1914	Closed	5/16/2024	5/23/2024	0	304 FUNSTON AVE	1460.25 Exterior Property and Structure Exteriors; Residential	Closed
1915	Closed	5/16/2024	5/23/2024	0	702 N SCOTT ST	1460.25 (g) Storage	Closed
1915	Closed	5/16/2024	5/23/2024	0	702 N SCOTT ST	1460.25 Exterior Property and Structure Exteriors; Residential	Closed
1916	Open	5/17/2024	5/24/2024	0	206 DRAKE AVE	1460.26 Vegetation; Residential	Open
1916	Open	5/17/2024	5/24/2024	0	206 DRAKE AVE	660.13 Weeds & Grasses	Open
1917	Closed	5/17/2024	5/20/2024	0	307 GALEWOOD DR	1460.43 (d) Parking on Private Property	Closed
1918	Closed	5/21/2024	5/28/2024	0	316 FUNSTON AVE NEW CARLISLE 45344	1460.25 (d) Yards, Tall Grass & Weeds	Closed
1918	Closed	5/21/2024	5/28/2024	0	316 FUNSTON AVE NEW CARLISLE 45344	660.13 Weeds & Grasses	Closed
1919	Closed	5/21/2024	5/28/2024	0	1023 WHITE PINE ST	1460.26 Vegetation; Residential	Closed
1919	Closed	5/21/2024	5/28/2024	0	1023 WHITE PINE ST	660.13 Weeds & Grasses	Closed
1920	Closed	5/21/2024	5/31/2024	0	1023 WHITE PINE ST	1460.25 (c) Fences and Walls	Closed
1921	Closed	1/0/1900	5/28/2024	0	201 N SCOTT ST	1460.25 (d) Yards, Tall Grass & Weeds	Closed
1921	Closed	1/0/1900	5/28/2024	0	201 N SCOTT ST	660.13 Weeds & Grasses	Closed
1922	Open	5/21/2024	5/28/2024	0	300 S MAIN ST	1460.26 Vegetation; Residential	Open
1922	Open	5/21/2024	5/28/2024	0	300 S MAIN ST	660.13 Weeds & Grasses	Open
1923	Open	5/21/2024	5/26/2024	0	300 S MAIN ST NEW CARLISLE 45344	1460.25 (f) Temporary Occupancy	Open
1923	Open	5/21/2024	5/26/2024	0	300 S MAIN ST NEW CARLISLE 45344	1460.43 (d) Parking on Private Property	Open
1923	Open	5/21/2024	5/26/2024	0	300 S MAIN ST NEW CARLISLE 45344	1460.44 Accessory Uses; Residential, Commercial, Industrial	Open
1924	Open	5/22/2024	5/29/2024	0	211 N CLAY ST	1460.25 (d) Yards, Tall Grass & Weeds	Open
1924	Open	5/22/2024	5/29/2024	0	211 N CLAY ST	660.13 Weeds & Grasses	Open
1925	Open	5/22/2024	5/29/2024	0	411-413 VILLA DR	1460.25 (g) Storage	Open
1925	Open	5/22/2024	5/29/2024	0	411-413 VILLA DR	1460.25 Exterior Property and Structure Exteriors; Residential	Open
1926	Open	5/22/2024	5/25/2024	0	403 -405 VILLA DR NEW CARLISLE 45344	1460.25 (j) Junk, Inoperable, Unlicensed Vehicle	Open
1927	Open	5/22/2024	5/27/2024	0	612 WILLOWICK DR NEW CARLISLE 45344	1460.25 Exterior Property and Structure Exteriors; Residential	Open
1928	Closed	5/22/2024	5/25/2024	0	1003 BROOKFIELD DR	1460.25 (d) Yards, Tall Grass & Weeds	Closed
1928	Closed	5/22/2024	5/25/2024	0	1003 BROOKFIELD DR	660.13 Weeds & Grasses	Closed

1929	Open	5/22/2024	5/29/2024	0	603 WALSH DR NEW CARLISLE 45344	1460.25 (d) Yards, Tall Grass & Weeds	Open
1929	Open	5/22/2024	5/29/2024	0	603 WALSH DR NEW CARLISLE 45344	660.13 Weeds & Grasses	Open
1930	Closed	5/22/2024	5/25/2024	0	343 PRENTICE DR NEW CARLISLE 45344	1460.25 (d) Yards, Tall Grass & Weeds	Closed
1930	Closed	5/22/2024	5/25/2024	0	343 PRENTICE DR NEW CARLISLE 45344	660.13 Weeds & Grasses	Closed
1931	Open	5/22/2024	5/25/2024	0	703 W LAKE AVE	1460.25 (j) Junk, Inoperable, Unlicensed Vehicle	Open
1932	Open	5/22/2024	7/24/2024	0	1202 EDGEBROOK AVE NEW CARLISLE 45344	1460.23 Structural Soundness and Maintenance of Dwellings	Open
1933	Closed	5/23/2024	5/26/2024	0	613 COLONY TRL NEW CARLISLE 45344	1460.43 (c)On-Street Parking Limitations.	Closed
1934	Open	5/23/2024	5/30/2024	0	613 COLONY TRL NEW CARLISLE 45344	1460.25 (g) Storage	Open
1934	Open	5/23/2024	5/30/2024	0	613 COLONY TRL NEW CARLISLE 45344	1460.25 Exterior Property and Structure Exteriors; Residential	Open
1935	Open	5/23/2024	5/26/2024	0	803 MC KEES MILL RUN	1460.25 (j) Junk, Inoperable, Unlicensed Vehicle	Open
1936	Open	5/23/2024	5/30/2024	0	703 WILLOWICK DR	1460.26 Vegetation; Residential	Open
1936	Open	5/23/2024	5/30/2024	0	703 WILLOWICK DR	660.13 Weeds & Grasses	Open
1937	Closed	5/23/2024	5/26/2024	0	611 COLONY TRAIL	1460.43 (d) Parking on Private Property	Closed
1938	Closed	5/23/2024	5/26/2024	0	702 BAYBERRY DR NEW CARLISLE 45344	1460.43 (d) Parking on Private Property	Closed
1939	Open	5/23/2024	5/30/2024	0	704 SPINNING RD NEW CARLISLE 45344	1460.26 Vegetation; Residential	Open
1939	Open	5/23/2024	5/30/2024	0	704 SPINNING RD NEW CARLISLE 45344	660.13 Weeds & Grasses	Open
1940	Closed	5/23/2024	5/30/2024	0	609 W JEFFERSON ST NEW CARLISLE 45344	1460.25 (g) Storage	Closed
1940	Closed	5/23/2024	5/30/2024	0	609 W JEFFERSON ST NEW CARLISLE 45344	1460.25 Exterior Property and Structure Exteriors; Residential	Closed
1941	Open	5/23/2024	5/30/2024	6/11/2024	703 WILLOWICK DR	1460.26 Vegetation; Residential	Open
1941	Open	5/23/2024	5/30/2024	6/11/2024	703 WILLOWICK DR	660.13 Weeds & Grasses	Open
1943	Closed	5/24/2024	5/27/2024	0	1105 CHESTNUT DR NEW CARLISLE 45344	1460.43 (c)On-Street Parking Limitations.	Closed
1944	Closed	5/24/2024	5/27/2024	0	204 W JACKSON ST NEW CARLISLE 45344	1460.43 (c)On-Street Parking Limitations.	Closed
1945	Closed	5/24/2024	5/27/2024	0	905 WHITE PINE ST	1460.43 (d) Parking on Private Property	Closed
1946	Open	5/24/2024	5/27/2024	0	803 BAYBERRY DR	1460.43 (c)On-Street Parking Limitations.	Open
1947	Open	5/24/2024	5/27/2024	0	811 BAYBERRY DR	1460.43 (c)On-Street Parking Limitations.	Open
1948	Closed	5/24/2024	5/27/2024	0	1024 CLOVERLEAF DR	1460.43 (d) Parking on Private Property	Closed
1949	Open	5/24/2024	5/31/2024	0	706 SPINNING RD	1460.26 Vegetation; Residential	Open
1949	Open	5/24/2024	5/31/2024	0	706 SPINNING RD	660.13 Weeds & Grasses	Open
1950	Open	5/24/2024	5/31/2024	0	706 SPINNING RD	1460.25 (g) Storage	Open
1950	Open	5/24/2024	5/31/2024	0	706 SPINNING RD	1460.25 Exterior Property and Structure Exteriors; Residential	Open

CITY OF NEW CARLISLE MAYOR'S COURT



Court Report May 22, 2024

Bernardino, Victor of New Carlisle pled guilty to Non-Compliance Suspension. Fined \$500 plus court cost. If defendant provides this Court with valid license within 30 days then \$400 will be suspended.

Dillon, Rachel of New Carlisle pled not guilty to Speed 11-15 mph. Trial scheduled for June 5. Defendant signed waiver and requested pretrial with the Prosecutor.

Ely, Kayveon of Centerville pled guilty to Non-Compliance and Speed 21-25 mph. Fined \$550 plus court cost. If defendant provides this Court with valid license within 30 days, then \$400. Payment arrangements.

Fallen, Brett of New Carlisle pled guilty to Use of Illegal Plates. Fined court cost only.

Landess, James G of Dayton pled guilty to Traffic Control Device. Fined \$10 plus court cost. Payment arrangements made.

Ross, Jordan of Vandalia pled guilty to Operating Motor Vehicle with expired license. If defendant gets valid license within 30 days then \$200 will be suspended.

Williams, Yvonne C of New Carlisle pled guilty to Expired Registration and was fined court cost only.

PAID THROUGH VIOLATION BUREAU

Brugler, Bricen of New Carlisle, Abandoned or Junk Vehicle. \$40 +\$20 late fee

Coleman, Ramona of Proctorville, Speed 40/25, \$235

Ebrite, Jacob Scott of New Carlisle, Speed 50/25, \$255

Ford, Terry D of New Carlisle, Speed 38/25, \$

Mosby, Victor of New Carlisle, Speed 55/35, \$245

Sanning, Brittany of Springfield, Speed 44/25, \$265

Whetsel, William D Jr of New Carlisle, 50/25, \$255

CLARK COUNTY LEAD SAFE OHIO PROGRAM

Creating Lead-Safe Homes for Clark County's Children & Families



Eligible Homes & Households

- Residential dwellings built before 1978 are eligible. After 1978 are not eligible.
- Eligible residential dwellings must be single-family(1-4 units) located in Clark County, inclusive of the City of Springfield.
- Both owner-occupied and rental-occupied units are eligible.
- Eligibility for households earning up to 80% Area Median Income (Table Below).

1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
44,800	51,200	\$57,600	\$64,000	\$69,150	\$74,250	\$79,400	\$84,500

- Residential Lead Safe Renovation Limit: \$50,000 per unit (No cost to occupant/owner)
- Examples of Eligible Costs: Lead safe renovation (e.g., window & door replacements, siding, soffit & fascia installation, interior & exterior painting, interior door replacements) & cleaning.

Household & Dwelling Selection Criteria

- REQUIRED: All Property Taxes Currently Paid
- REQUIRED: Household Income Verified to be at or Below 80% Area Median Income (AMI)
- REQUIRED: Dwelling Built Prior to 1978
- REQUIRED: Presence of Lead Hazards (Testing Conducted by Clark County)
- REQUIRED: Proof of Owner/Landlord Property Insurance
- REQUIRED: Owner/Landlord Commitment to Affordable Rent for 3 Years
- 40 Points: Occupied Property with Children < 6 Yrs of Age with Elevated Blood Lead Level
- 20 Points: Occupied Property with Children Residing In or visiting Under the Age of 6.
- 20 Points: Property has a Placarded Lead Order and is Occupied
- 10 Points: Occupied Property with a Pregnant Woman Residing
- 10 Points: Occupant Household Percentage of Area Median Income

APPLICATION PROCESS

1. Occupant Household must complete, sign and submit attached pre-application in full.
2. Owner/Landlord of any Renter-Occupied Dwelling must complete all required information and sign the Owner/Landlord section of the pre-application form.
3. Following initial review, Clark County will contact the Occupant Household in order to conduct initial testing to verify presence of Lead Hazards.
4. Following verification of Lead Hazards, Occupant Household will be required to submit full evidence of all Household Income & Assets including payroll stubs, tax returns/W-2's, Social Security statements, bank account statements, other.
5. Full application will be reviewed, household income and assets verified, and household prioritized as per program selection criteria and Lead Safe Ohio guidelines.
6. If selected, the Occupant Household will be notified, as well as the Owner/Landlord regarding the next steps for Lead Safe Renovation or Lead Abatement.

Submit Pre-Applications To:

Clark County Lead-Safe Ohio Program

Attention: Dirk Lackovich-Van Gorp, Program Manager
Clark County Community & Economic Development
3130 East Main Street - Suite 1A, Springfield, OH 45503

FOR MORE INFORMATION

Clark County Lead-Safe Ohio Program



Dirk Lackovich-Van Gorp, Program Administrator
Clark County Community & Economic Development
3130 East Main Street - Suite 1A, Springfield, OH 45503
Phone: 937 521 2164
Email: dlackovich-vangorp@clarkcountyohio.gov

Website: <https://www.clarkcountyohio.gov/156/Community-and-Economic-Development>

CLARK COUNTY LEAD SAFE OHIO PROGRAM

2024 PRE-APPLICATION CHECKLIST

Please read the following statements regarding the 2024 Pre-Application for the Clark County Lead Safe Ohio program assistance.

The information below is required to be returned with your pre-application. Failure to include all necessary items or submitting the wrong items will delay your pre-application and may cause it to be rejected.

- ☐ **All** persons living in the residence must be included on the application.
- ☐ **All** persons living in the residence that receive income from any source (employment, Social Security, Disability, Unemployment, etc.) must list that income on the application.
- ☐ **All** persons living in the home and receiving income must list the employers/providers name and address on the application.
- ☐ Any children over eighteen (18) who are not full-time students and are living in the home and are employed must be included in income.
- ☐ Persons receiving Social Security, Disability or VA Income must include such income.
- ☐ Persons receiving Unemployment Income must include such income.
- ☐ Child Support must be included in income.
- ☐ Your home/dwelling is constructed prior to 1978.
- ☐ Do You believe there are Lead Hazards in your Home/Dwelling?
- ☐ If you are renting your Home/Dwelling, your Landlord has completed required information.
- ☐ Applicant and Co-Applicant have signed and dated the pre-application.
- ☐ Owner/Landlord (If Any) has signed and dated the pre-application.
- ☐ Owner/Landlord has valid Property Insurance.
- ☐ Owner/Landlord will make commitment to keep rent affordable for 3 years.
- ☐ Applicant and Co-Applicant have signed and dated the 'Walk Away Provision'.
- ☐ Owner/Landlord (If Any) has signed and dated 'Walk Away Provision'.

These forms will be used to determine basic eligibility for potential participation in the Clark County Lead Safe Ohio Program. Your pre-application will be reviewed and prioritized as per program selection criteria and Lead Safe Ohio guidelines and placed on a list for potential Lead-Safe Renovations based on the availability of funding.

CLARK COUNTY LEAD SAFE OHIO PROGRAM
2024 PRE-APPLICATION

I am interested in the Clark County Lead Safe Ohio Program: _____ (Yes/No)

APPLICANT INFORMATION

Applicant's Name: _____ Date of Birth: _____
First Middle Last

Co-Applicant's Name: _____ Date of Birth: _____
First Middle Last

Household Address: _____
Street Address City State Zip Code

Telephone Contact: _____ Email Contact: _____

	Name	Date of Birth	Gender
List All Household Members:	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

Do You Own the Home You Are Living In? _____ (Yes) _____ (No)

If You Are Renting Your Home, Owner/Landlord Information Is Required Below

Owner/Landlord Name: _____
First Middle Last

Owner/Landlord Address: _____
Street Address City State Zip Code

Telephone Contact: _____ Email Contact: _____

HOUSEHOLD INCOME & EMPLOYMENT INFORMATION

Applicant

Employers Name: _____ How Long: _____
Address: _____ Phone# _____
Occupation: _____ Monthly Income: _____
Previous Employer: _____ How Long: _____
Address: _____

Co-Applicant

Employers Name: _____ How Long: _____
Address: _____ Phone# _____
Occupation: _____ Monthly Income: _____
Previous Employer: _____ How Long: _____
Address: _____

Household Member 1

Employers Name: _____ How Long: _____
Address: _____ Phone# _____
Occupation: _____ Monthly Income: _____
Previous Employer: _____ How Long: _____
Address: _____

Household Member 2

Employers Name: _____ How Long: _____
Address: _____ Phone# _____
Occupation: _____ Monthly Income: _____
Previous Employer: _____ How Long: _____
Address: _____

Household Member 3

Employers Name: _____ How Long: _____
Address: _____ Phone# _____
Occupation: _____ Monthly Income: _____
Previous Employer: _____ How Long: _____
Address: _____

OTHER HOUSEHOLD INCOME

Social Security:	_____	Amount Per Month:	_____
	Description		\$USD
Retirement:	_____	Amount Per Month:	_____
	Description		\$USD
Veteran:	_____	Amount Per Month:	_____
	Description		\$USD
Child Support:	_____	Amount Per Month:	_____
	Description		\$USD
Alimony:	_____	Amount Per Month:	_____
	Description		\$USD
Other:	_____	Amount Per Month:	_____
	Description		\$USD
Other:	_____	Amount Per Month:	_____
	Description		\$USD

TOTAL OF ALL HOUSEHOLD INCOME: \$ _____ (Past 12 Months)

Clark County 2023 80% Area Median Income Table

1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
44,800	51,200	57,600	64,000	69,150	74,250	79,400	84,500

-
- ✓ **Is Your Home/Dwelling Constructed Prior to 1978?** _____ (Yes)
 - ✓ **Do You Believe There Are Lead Hazards in Your Home?** _____ (Yes)
 - ✓ **Is Your Total Household Income Within the Above Table?** _____ (Yes)

NOTE: Household Eligibility is determined by Gross Household Income (total income *before* taxes/adjustments) includes every person living in the home, including unearned income of minors. All income is counted (Employment, overtime, unemployment, child support, alimony, social security, SSI, disability, Pension, other cash assistance/welfare, other.).

PLEASE READ THE FOLLOWING STATEMENT. IF YOU DO NOT UNDERSTAND ANY PART OF IT OR HAVE ANY QUESTIONS ABOUT WHAT YOU ARE ASKED TO SIGN, PLEASE ASK SOMEONE TO HELP YOU. APPLICANTS AND OWNER/LANDLORD MUST SIGN BELOW.

I certify that all the information in this application is true and complete to the best of my knowledge. I understand this information is subject to verification.

I authorize Clark County Community Development or its representatives and/or designees of Ohio Development OF Development Community Services Division (ODOD/CSD) to inspect and evaluate actual services provided to me. I understand that any, and all information provided in this application may be used for that purpose.

I understand that the personal financial information contained in this application is necessary for evaluation of my application for Lead Safe Renovation assistance. This information, however, will remain confidential and will not be disclosed to the news media or other third parties. I further understand that my name, address, and total amount of Lead Safe Renovation assistance will be subject to public disclosure since public funds are being utilized to rehabilitate my property.

I understand that this application does not guarantee provision of assistance by Clark County, Ohio nor obligate Clark County in any manner.

PENALTY FOR FALSE OR FRAUDULENT STATEMENT: U.S.C. Title 18, Sec 1001, provides:

"Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, or makes any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five years, or both."

Applicant Signature

Date

Co-Applicant Signature

Date

Owner/Landlord Signature

Date

WALK AWAY PROVISION

Clark County reserves the right to "Walk Away" from a housing unit that poses undue threat to health or safety of the program representative, inspector or contractor at any time.

Housing units that violate the following will not be assisted:

- Structurally unsound dwellings that are, or should be, condemned for human habitation.
- Evidence of substantial, persistent infestation of rodents, insects, and/or other vermin.
- Excessive odors, clutter, garbage, or other unsanitary conditions in any area of the unit.
- Negligent housekeeping that limits access or creates a cumbersome working environment.
- Presence of and or use of, any controlled substance before or during rehabilitation/repair.
- Suspected manufacturing of a controlled substance before or during rehabilitation/repair.
- Any Threat of violence.
- Occupants or Owner allowing only limited access to the dwelling.
- Environmental hazards such as serious moisture problems, friable asbestos, or other hazardous Materials, which cannot be resolved before rehabilitation/repair work is scheduled to start.
- The presence of animal feces in any area of the dwelling unit.
- Other items or circumstances deemed to create an unsafe working environment.

Applicant Signature

Date

Co-Applicant Signature

Date

Owner/Landlord Signature

Date



RESOLUTION 2024-06R

A RESOLUTION ACCEPTING AN H2OHIO GRANT FOR THE PURPOSE OF PURCHASING EQUIPMENT NEEDED FOR THE CITY'S DRINKING WATER DISTRIBUTION SYSTEM

WHEREAS, the City recognizes the importance of ensuring safe and reliable drinking water for its residents; and

WHEREAS, the Ohio Environmental Protection Agency (Ohio EPA) has awarded the City a \$10,000 grant through the H2Ohio fund, which supports the improvement of drinking water distribution infrastructure; and

WHEREAS, the funds provided through the H2Ohio grant will facilitate the acquisition of equipment necessary for the maintenance and enhancement of the City's drinking water distribution system; and

WHEREAS, the acceptance of this grant aligns with the City's commitment to proactively addressing water quality challenges and ensuring the provision of clean and safe drinking water to its residents.

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

SECTION 1. The City of New Carlisle hereby accepts the \$10,000 grant, awarded by the Ohio EPA through the H2Ohio fund, for the purpose of purchasing equipment needed for the City's drinking water distribution system.

SECTION 2. The City Manager, or the Director of Public Service/Assistant City Manager as the City Manager's designee, be, and hereby is, authorized and directed to enter into the attached grant agreement and to execute all other documents as may be necessary for the City to accept and utilize the H2Ohio grant in accordance with the terms and conditions set forth by the Ohio EPA.

SECTION 3. City Council expresses its gratitude to the Ohio EPA for its support in funding critical initiatives aimed at enhancing the quality and reliability of the City's drinking water distribution system.

SECTION 4. City Council acknowledges the importance of responsible stewardship of the grant funds and commits to utilizing the funds effectively and efficiently for the betterment of the community.

Passed this _____ day of _____, 2024.

Bill Cook, Mayor

Emily Berner, Clerk of Council

APPROVED AS TO FORM:

Jake Jeffries, DIRECTOR OF LAW

1st _____

2nd: _____

Wright	Y	N
Bahun	Y	N
Lindsey	Y	N
Mayor Cook	Y	N
V. Mayor Eggleston	Y	N
Shamy	Y	N
Grimm	Y	N

Totals:

Pass

Fail

Intro: 06/03/2024

Action: 06/03/2024

Effective: 06/18/2024



Public Water System Equipment Grant Application

For Office Use Only:

Application Number: _____ *Date Received:* _____

Section 1. Contact Information for Applicant

Please provide contact information for the Authorizing Agent who is authorized to sign the grant contract on behalf of the public water system.

a. Full name of Public Water System:	City of New Carlisle Water Treatment Facility
b. PWS Identification Number (PWSID):	OH1203312
b. Federal Employer Identification Number (EIN):	31-6001075
c. Street Address:	331 S. Church St.
d. City:	New Carlisle
e. State:	Ohio
f. Zip Code:	45344
g. County:	Clark
h. Authorizing Agent:	Howard Kitko
i. Authorizing Agent Phone Number:	937-845-9492
j. Authorizing Agent Email Address:	hkitko@newcarlisleohio.gov

Contact Information for Project Director (person who will oversee the installation of testing equipment and implementation of the project).

a. Project Director (Primary Contact):	Robert Hoke
b. Title:	Water Plant Superintendent
c. Street Address:	434 N. Main St.
d. City:	New Carlisle
e. State:	Ohio
f. Zip Code:	45344
g. Phone:	937-845-3059
h. Fax:	937-845-2338
i. Email Address:	rhoke@newcarlisleohio.gov
j. Alternative or Additional Contacts (Name, Title, Phone, Email):	
k. Person performing analysis if different from above:	
l. Title:	
m. Phone:	
n. Email Address:	

Contact Information for applicant's Fiscal Agent (person who will process the grant payment from Ohio EPA)

a. Fiscal Agent:	Colleen Harris
b. Title:	Finance Director
c. Street Address:	331 S. Church St.
d. City:	New Carlisle
e. State:	Ohio
f. Zip Code:	45344
g. Phone:	937-845-9492
h. Fax:	937-845-2338
i. Email Address:	charris@newcarlisleohio.gov
j. Alternative or Additional Contacts (Name, Title, Phone, Email):	

Section 2. Applicant Certification Statement

Instructions: Please have the Authorizing Agent/owner read the Statement of Certification below and sign it in Table 2-1, row a. Paper copy versions of this application must include one copy with an original signature in Table 2-1, row a. Applications submitted electronically may include an electronic signature, or certification will be required from those applicants when a grant contract is sent out for signature.

Statement of Certification


I certify that to the best of my knowledge the information contained in this application and in the supplemental material is correct and complete. I certify that the funding requested satisfies the eligibility requirements for this Program as represented in the Program Description and related materials. I certify that I understand that the funding under this Program is subject to restrictions and other conditions listed below, including (*inter alia*):

- ☒ The applicant will use the funding under this Program for the specific purposes defined in the grant application and guidelines.
- ☒ The equipment purchased under this Program is owned and operated by the applicant public water system.
- ☒ The applicant will maintain the equipment for a minimum period of four years from the date of purchase. As needed, the applicant will avail itself of the warranty in order to ensure that the equipment funded under this Program remains in good working order for at least four years.
- ☒ The applicant will not use funding under this Program to purchase hardware or services for which the applicant has received, or will receive, payment from another source or under another program.
- ☒ The applicant will submit a closing activity and fiscal report to Ohio EPA upon completion of the project.
- ☒ The applicant will provide the Ohio EPA access to the equipment purchased with grant funding, facilities where the equipment is located, and documentation related to funding received from this Program, based on reasonable notice of a request for such access.
- ☒ The applicant has received approval from its governing body, to apply and make use of the funding under this program.
- ☒ The applicant will follow the public water system's procedures and applicable federal guidelines to procure the products and services funded under this project. Applicants are encouraged to conduct competitive procurements.
- ☒ Where applicable under ORC 3517.13(I) or ORC 3517.13(J), the applicant's Authorizing Agent or spouse has not made, within the two previous years, one or more contributions totaling in excess of \$1,000 to the Governor or his campaign committees.
- ☒ Where applicable, the applicant public water system is in compliance with the Federal Drug-Free Workplace Act of 1988 (41 USC Section 701, et seq.); state

ethics laws and conflict of interest laws; and state regulations covering non-discrimination in hiring and affirmative action (ORC 125.111).

I authorize Ohio EPA to make any necessary inquiries to verify the information that I have presented. I acknowledge that the information in this application is not confidential and may be released as required by the Program.

Table 2-1. Applicant Certification Signature

a. Signature of Authorizing Agent:	
b. Date:	1/20/2023
c. Name (typed):	Howard Kitko
d. Title or relationship to applicant organization:	Service Director/Assistant City Manager
e. Name of Public Water System	City of New Carlisle Water Treatment Facility

Section 3. Equipment and Training

Please describe the equipment, supplies and training that will be obtained with the requested funding.

Equipment & Training (Manufacturer, Model & Description)	Number	Unit Cost	Cost (number x unit cost)
Equipment and Supplies			
a. MOBILE 700 LEAK KIT	1	5,000	5,000
b. APC SEMPER Impulse kit	2	3,455	6,910
c. MONITORING + SET UP FEE	2	395	790
Training			
d.			
e.			
f. Total Cost			12,700

Section 4. Equipment Use Description

Please provide a description of how the equipment planned to be purchased under the grant will be used and maintained.

Mobile 200 leak kit will be used to monitor sound within the distribution for leak detection. Kit will also use the sound to correlate the leak location in order to repair the leak within a specific location. This kit will aid in keeping the water loss at a minimum. This kit will be maintained in a climate control environment.

AFC Semper impulse kit will be used to document pressure issues throughout the distribution system. The 2 devices will help detect fluctuations in pumping cycles, valving issues, and possible water hammer issues that need to be addressed. The devices are mobile and can be moved throughout the distribution to collect system wide data.



Mobile Leak Detection

ALL IN ONE SOLUTION, ACCURATE LEAK LOCATING AND SURVEYING ON A SMARTPHONE

Leakage of treated water from distribution networks is a major problem for Water Utilities. Aging assets, severe weather and water hammers result in a constant battle to manage water loss. To address this challenge, Trimble Water offer a unique family of advanced leak detection capabilities as part of our Trimble Unity solutions.

The Mobile Leak Detection solution is an all in one, innovative mobile leak detection system. The solution brings the smartphone revolution to leak detection. It combines advanced acoustic detection principles with the power of cloud processing for accurate leak correlation and location. It provides leak detection and repair crews with the tools they need to accurately pinpoint and repair leaks enabling efficient leak detection investigations

The Mobile kit

Offers all the equipment necessary for professional leak detection, including hand-held sensor, ground sensor, listening stick, correlators and hydrophone sensors.

The kit when paired with the intuitive GIS/map based mobile application enables three main capabilities:

- ▶ **Mobile correlation:** Works by synchronizing the data from the two correlating sensors to accurately GPS locate and pinpoint leak locations.
- ▶ **Leak survey:** Perform field surveys by taking noise samples that are then analyzed and color coded by intensity.
- ▶ **Listening:** Provides amplified and enhanced sound filtering capabilities to listen to leaks.

Web-based Software

Simple to use GIS cloud based software to manage, analyze, visualize mobile correlations and point survey samples. Supervisors and office users can view in real-time field correlations and surveys. They can analyze the data and provide remote support to leak detection crews.

Benefits

The easy to use solution is designed not only for leak detection experts but also for all water professionals. The all in one smart leak detection kit stands out in the industry when compared to costly conventional correlators.

The Mobile Leak Detection solution empowers field crews to increase their productivity and performance by providing quick and reliable leak detection and surveying results in an all in one mobile solution.

Key Features

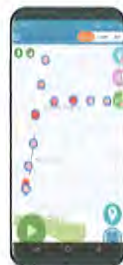
- ▶ **Cost Effective and Easy to Use.** Avoid conventional mobile leak detection equipment which is expensive, hard to setup and use.
- ▶ **All In-one Leak Detection Solution.** Offers all the equipment necessary for professional leak detection, including handheld sensors, ground sensor, listening stick, correlators, hydrophone sensors and software.
- ▶ **High Reliability.** Raises the bar compared with existing devices. Enables fast, accurate automatic leak surveying and mapping.
- ▶ **Reduce Main Burst & Repair Costs.** When combined with the Trimble Unity LeakManager solution, detect, pinpoint and repair leaks as they appear before significant damage is caused.



LISTENING

Ultra sensitive microphone vibration & sounds for

- ▶ Clear sound "frequency shift" technique enables listening to plastic pipes
- ▶ Provides graphic presentation of frequencies



SURVEY

One click operation

- ▶ Automatic acoustic map generation
- ▶ Each sample is represented by intensity number and color
- ▶ Automatic filtering of background noise



CORRELATION

One person operation

- ▶ Automatic leak detection and location
- ▶ Cloud based analysis
- ▶ Enable GIS pipe data integration



WEB APPLICATION

- ▶ All measurements are updated and stored in real time on the web
- ▶ An acoustic map of surveyed area highlights suspected leaks location



Mobile Leak Detection

MODES OF OPERATION

- Mode 1: Correlation between 2 smartphone-based sensors
- Mode 2: Non-correlated sampling with a single device
- Advanced digital signal processing leak survey by noise logging and GPS-assisted noise mapping
 - Tripod adaptor for hard surfaces
 - Listening stick extension with rounded tip for soft surface (soil, grass) or magnet

SENSOR TECHNICAL SPECIFICATIONS

Acoustic Sensor:

- Piezo type, sensitivity 5V/g
- IP 67
- Temperature range: -10°; +50° C (14°; 122° F)
- Magnetic base for connecting to pipes or other infrastructure items
- Cable length to adaptor 1.6m (5.25 feet)
- Li-Ion rechargeable battery provides over 10 hours of continuous usage

Sensor Adapter:

- Standard 3.5mm audio jack interface to smartphone
- Micro-USB charger connector
- LED indicator confirming connection to phone

Signal Processing:

- Digital 16 bit signal sampling
- Sampling rate: 8-44khz
- Sensor frequency response: 10-4000Hz
- Correlation synchronization accuracy of <0.5ms

ACOUSTIC LEAK SURVEY

- Leak detection by acoustic measurements
- GPS positioning of sensors on GIS
- Adaptive filtering of interference and external noises
- Graphic equalizer
- Preset filtering for different sensors/extensions

CORRELATION

- Automatic correlation leak detection with 2 sensors and 2 smartphones
- Automatic or manual sensor positioning on a map
- Automatic pipe length calculation using sensor location and pipe GIS
- Detection range in metal pipes of up to 300 meters (1,000 feet) between sensors
- Adaptive filtering of signals

WEB AND SMARTPHONE DISPLAY

- Map presentation of all measurements taken per task in the iQuarius™ web platform
- Pipe layer presentation on a map
- Extensive online reporting capabilities

OPERATIONS AND AUDITING

- Task-based project management
- Built-in leak detection report
- Expert online support

SYSTEM PERFORMANCE

- Acoustic correlation leak detection and location
- Fixed sensors positioned 300-500 meters (1000-1500 feet) apart



LeakLocator Kit

U.S.A. : TRIMBLE NAVIGATION LIMITED
 3501 Jamboree Road
 Irvine, California 92660
 +1 (949) 892-6120

**TELOG (ROCHESTER OFFICE),
 NEW YORK, USA**
 830 Canning Parkway
 Victor, New York 14564
 +1 (585) 742-3000

R.O.W. : TRIMBLE NAVIGATION LIMITED
 NSC Campus, Mahon,
 Cork Ireland
 +353 21 230 9328

TrimbleWater_ContactUs@trimble.com
 www.trimblewater.com

AFC SEMPER™ RPM

The AMERICAN Flow Control® Remote Pressure Monitor for Fire Hydrants



- Hydrant-based Remote Pressure Monitoring
- Pressure transient analysis
- Leak identification
- Customer complaint investigation
- Helps with hydrant testing
- Data sampling up to 256x/second
- Data integrates to Trimble Unity software



AMERICAN

FLOW CONTROL

THE RIGHT WAY

Powered By
 **Trimble**

AFC SEMPER™ RPM

AMERICAN Flow Control®

Remote Pressure Monitors for Fire Hydrants

FEATURES

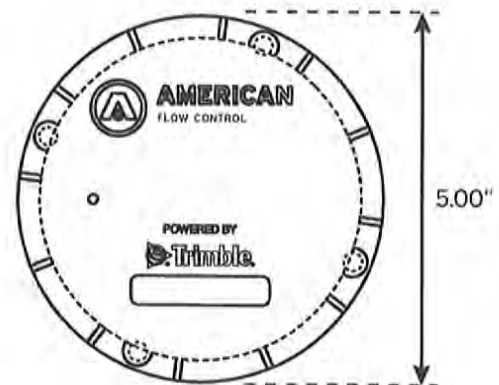
- Wireless Communication – Monitor reports pressure data via internal cellular modem.
- Bluetooth® Capable – Monitor allows for wireless connectivity.
- Alarm Notification – Email and text notification capable based on user set pressure settings.
- Time Stamp – All measurements are date and time documented.
- GIS Capable – Allows data to remain with a specific hydrant location.
- Long Battery Life – Up to 5-year battery life depending on settings and use.
- Trimble Unity® – Data transmitted from the monitor seamlessly integrates with Trimble Unity software.

BENEFITS

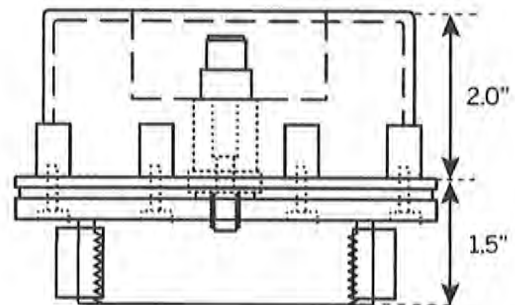
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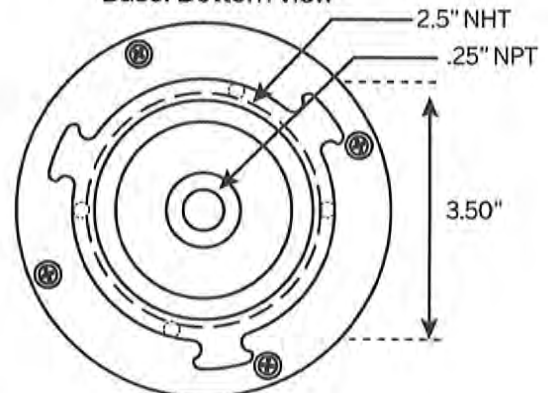
Cover: Top view



Side view



Base: Bottom view



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**Environmental
Protection
Agency**

Mike DeWine, Governor
Jon Husted, Lt. Governor
Anne M. Vogel, Director

RE: New Carlisle City PWS
General Correspondence
Drinking Water
Clark County
OH1203312

May 16, 2024

New Carlisle City PWS
Attn: Howard Kitko
331 S. Church Street
New Carlisle, OH 45344

Dear Howard Kitko:

The Division of Drinking and Ground Waters (DDAGW) is pleased to inform you that the application (DEG-23-173) for New Carlisle City PWS has been reviewed and determined eligible for funding. Please find the attached grant agreement. This agreement must be signed by an authorized official and returned to Ohio EPA. Ohio EPA will then review, sign, and return the fully executed grant agreement. Once the fully executed agreement is received, eligible equipment under the agreement may be purchased. **Equipment cannot be purchased until the fully executed agreement has been sent to the system.**

As a recipient of the distribution equipment grant, you are encouraged to register with Ohio WARN (OHWARN: The Ohio Water/Wastewater Agency Response Network) and use equipment purchased with this grant for mutual aid to other Ohio public water systems. More information on Ohio WARN can be found at: www.ohwarn.org.

If you have any question, please contact us by e-mail at DDAGW.Grants@epa.ohio.gov.

Sincerely,

Gina Hayes, Environmental Manager
Ohio Environmental Protection Agency
Division of Drinking and Ground Water

Attachments: Grant Agreement

Exhibit 1

H2Ohio Direct Assistance PWS Standard Grant Agreement

This Agreement is made and entered into as of the “Effective Date” by and between the Director of the Ohio Environmental Protection Agency, hereinafter referred to as the **Ohio EPA**, and the New Carlisle City PWS (PWS), its contractors, agents, and successors, hereinafter referred to as the **Grantee**, for the **Drinking Water Distribution Equipment Grant**.

WITNESSETH THAT:

WHEREAS Ohio Revised Code Section 126.60 established the H2Ohio Fund and authorizes the Director of the Environmental Protection Agency to distribute money appropriated to the H2Ohio Fund by awarding or allocating grants or money for the development and implementation of projects and programs that are designed to address water quality priorities, support watershed planning, scientific research and data collection; and which may be used by Ohio EPA to fund waterway improvement and protection of all waterways in support of water quality priorities and management in accordance with section 126.60 of the Revised Code.

WHEREAS Obligations of the State of Ohio are subject to the provisions of ORC Section 126.60. **WHEREAS** ORC section 126.60 identifies the following purposes as eligible for the H2Ohio Fund:

- (1) Agriculture water projects;
- (2) Community water projects;
- (3) Nature water projects;
- (4) Awarding or allocating grants or money, issuing loans, or making purchases for the development and implementation of projects and programs, including remediation projects, that are designed to address water quality priorities;
- (5) Funding cooperative research, data gathering and monitoring, and demonstration projects related to water quality priorities;
- (6) Encouraging cooperation with and among leaders from state legislatures, state agencies, political subdivisions, business and industry, labor, agriculture, environmental organizations, institutions of higher education, and water conservation districts;
- (7) Other purposes, policies, programs, and priorities identified by the Ohio Lake Erie commission in coordination with state agencies or boards responsible for water protection and water management, provided that the purposes, policies, programs, and priorities align with a statewide strategic vision and comprehensive periodic water protection and restoration strategy.

WHEREAS the Director of Ohio EPA has determined that **Grantee’s Distribution Management Equipment Grant Application** conforms to the requirements of uses for the H2Ohio Fund and meets the eligibility criteria of the H2Ohio Fund as specified in ORC Section 126.60.

WHEREAS, for purposes of this H2Ohio Grant Award, “Eligible Project/Program Costs” may be reimbursed out of this Grant from the H2Ohio Fund in an amount not to exceed **\$10,000.00** are also depicted in Exhibit 1, which shall be fully incorporated by reference into this H2Ohio Grant Agreement as **Exhibit 1**.

NOW THEREFORE, in consideration of the mutual covenants by and between the parties hereto, the parties agree as follows:

- I. **Grant Award.** The **Director** hereby awards to the **Grantee** a Grant not to exceed **\$10,000.00** from the money appropriated to the H2Ohio Fund for the purpose of implementing the project/program detailed in "**Exhibit 1**" for the **Work Activities** for eligible expenditures for the project/ program activities related to the purchase of equipment the Director has determined meets the eligibility criteria for use of H2Ohio Funds as specified in ORC section 126.60.

Costs or expenditures incurred by the **Grantee** or **Grantee's** Contractors, Employees, or Agents for items or services that are not part of the approved budget as depicted in Exhibit 1 or that exceed the amount of this Grant Award may not be paid out or reimbursed from the Grant. Any grant-related expenditures made or paid after the DATE award notice are eligible for reimbursement. Any grant-related purchases made prior to the effective date of the grant agreement shall be incurred at Grantee's risk, and Grantor shall not be obligated to reimburse any purchases made prior to the effective date of the grant agreement should the grant funding no longer be available.

- A. **(Grantor)** On behalf of the Director of Ohio EPA, the Division of Drinking and Ground Waters "DDAGW" shall be responsible for evaluation of the Grantee's adherence to this agreement, authorization of payment of the award to the Grantee, and authorization of modification(s) to this Agreement. The Ohio EPA DDAGW Chief, or his/her designee, shall coordinate communications with the Grantee's Project Director of the Grant Project or Grantee's Authorizing Agent.
- B. **(Grantee's Project Director)** The Grantee's Project Director shall, in accordance with the proposed budget, coordinate 1) the work activities, and requirements set forth in the body of this Agreement in order to procure the supplies, training and equipment described in the approved application and 2) the work, activities and requirements set forth in the Grant Application. The Grantee's Project Director shall coordinate all work through the DDAGW Chief, or his/her designee.
- C. **(Scope of Work)** The Grantee shall successfully perform and complete: 1) the work, activities, and requirements set forth in the body of this Agreement; and 2) the work, activities, and requirements set forth in the Grant Application, attached hereto as "**Exhibit 1**" and fully incorporated herein.
- D. **(Adherence to Budget)** The Grantee has submitted to the Grantor, as a condition precedent to this Agreement, a proposed Budget. The Grantee stipulates and agrees that the proposed Budget accurately reflects anticipated project resources and expenditures for the term of this Agreement. The Grantee shall complete the work, activities, and requirements set forth in the body of this Agreement and in "**Exhibit 1**" (attached hereto and incorporated herein) in accordance with the proposed Budget (Section 3 of Exhibit 1).
- E. **(Project Period)** The parties agree that the "Project Period" is from the date when the last required signature is affixed hereto, to a date within twelve (12) months from said date when reimbursement is requested by the grantee. The Project Period may be extended if a written request submitted by the Grantee to the Grantor is approved in writing by the Grantor.
- II. **Grant Method of Disbursement and Release of Fund.** The **Grantee** agrees that all payments made under this Grant Award represent reimbursements based on actual costs and are made based upon **Grantee's** satisfactory performance of **Grantee's** obligations under this Grant Agreement.

Ohio Environmental Protection Agency

Grantee shall request disbursements, and Grantor may make disbursements, which at all times shall be at Grantor's discretion, in accordance with the following schedule and requirements:

- A. Grantee must submit payment requests for costs incurred for eligible expenditures on a form prescribed by Grantor, with copies of supporting documents including invoices. The amount of payment request(s) shall not exceed the costs incurred, or the total amount of the Grant Award. Reimbursement requests may be submitted within twelve (12) months of the grant award date unless a written time extension has been approved in writing by Grantor. Grantee may not seek reimbursement for any costs incurred prior to the DATE award notice.
- B. All payments made under this grant award are based on actual costs and are made in consideration of the Grantee's promises and the Grantee's satisfactory performance as set forth in this Agreement.
- C. The documentation for the release of Grant Funds shall be in a form and substance as required by Grantor, from time to time.
- D. The release of Grant Funds shall be in accordance with the schedule set forth in this section II, unless Ohio EPA approves in writing a request for a change to the schedule, but any such change shall not change the total Grant Award in an amount not to exceed **\$10,000.00**.
- E. At all relevant times, the adequacy of Grantee's request for the release of Grant Funds shall be at the sole discretion of Grantor.

III. Changes to Project or Method of Disbursement. Any change or changes that substantially modify the Method of Disbursement, will be submitted to Ohio EPA for prior written approval, and will be at Ohio EPA's discretion. The **Grantee** shall not submit payment requests for costs associated with the change orders until Ohio EPA approval has been obtained. Any changes or modifications made in accordance with this section shall be contingent upon Ohio EPA written approval, shall be consistent with the requirements of ORC section 126.60, and comply with Federal and State law, including the requirements of ORC Chapters 6109 and 6111. Any changes or modifications made in accordance with this section to this agreement or to the exhibits attached to this agreement shall be incorporated fully herein, and subject to the terms and conditions of this Grant Agreement.

IV. Grantee's Representations. **Grantee** agrees to proceed expeditiously with, and complete, the Projects/Programs in accordance with the specific terms and conditions of each of the following: this Grant Agreement and any exhibits or agreements with the State incorporated herein or related to the Project, permit and plan approvals, and the approved project detailed plans and specifications. **Grantee** also agrees to proceed under this agreement in a manner which conforms with the eligibility requirements of the H2Ohio Fund as specified in ORC Section 126.60. **Grantee** accepts such performance as an essential element of this Agreement.

V. Nondiscrimination. The **Grantee** shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability as defined in the Americans with Disabilities Act (ADA). The **Grantee** shall not, in any manner, discriminate, intimidate or retaliate against any employee on account of race, color,

Ohio Environmental Protection Agency

religion, sex, sexual orientation, military status, national origin, disability, age or ancestry. The **Grantee** shall take affirmative action to ensure that employees are treated during employment, without regard to their race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability, as defined in the ADA. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, including apprenticeship.

The **Grantee** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause. Furthermore, the **Grantee** agrees to comply with all pertinent provisions of ORC Section 125.111, 4112.02, and the Drug Free Workplace Act.

- I. **State Financial Commitment.** Nothing in this Agreement shall constitute, or be deemed to constitute, an obligation of future appropriations by the General Assembly of the State of Ohio. The State of Ohio's financial commitment to the **Project/Program** shall not exceed the Ohio EPA's grant to **Grantee** described in Paragraph I.
- II. **Drug-Free:** The **Grantee** agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free workplaces and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
- III. The **Grantee** shall, in all solicitations or advertisements for employees placed by or on behalf of the **Grantee**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability, as defined in the ADA.
- IV. The **Grantee** shall comply with the State Equal Employment Opportunity guidelines, and any direction as set forth by officials or agencies of the State or Federal Government that seek to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under this Agreement. Before and during performance, the **Grantee** shall promptly comply with all requests and direction from the State of Ohio or any of its officials and agencies.
- V. Upon the **Grantee's** noncompliance with the nondiscrimination clauses of this Agreement, this Agreement may be canceled, terminated, or suspended in whole or in part, and the **Grantee** may be ineligible for further state contracts and such other sanctions may be imposed and remedies instituted as otherwise provided by the law.
- VI. This Agreement may be canceled, terminated, or suspended in whole or in part upon a determination by the Ohio EPA that the **Grantee** is in Breach of this Agreement due to any violation of the terms or conditions of this Agreement,

Ohio Environmental Protection Agency

including **Grantee's** representations under this Agreement and the requirement that the **Grantee's** project/program meets the eligibility criteria of the H2Ohio Fund as specified in ORC section 126.60. Such a determination may render **Grantee** ineligible for reimbursement under this Grant Agreement or further state contracts.

VII. It is fully understood and agreed that neither **Grantee** nor any of its employees or other personnel shall at any time or for any purpose, be considered as agents or employees of the Ohio EPA or the State of Ohio. The Grantee certifies that neither the Grantee nor its employees or other personnel are public employees of the Agency under federal or state law for tax, Workers' Compensation, and retirement deduction purposes.

VIII. Compliance Assurance: The **Grantee** shall carry out and administer the project according to all applicable federal, state, and local laws, rules, regulations, ordinances, and the terms of this Agreement. Nothing in this agreement is intended to constitute approval from the Ohio EPA for activities associated with the construction and operation of the project. **Grantee** is responsible for applying for and receiving all applicable permits and approvals for the project in accordance with applicable federal, state, and local requirements.

IX. Grantor Access: The designated representatives of Ohio EPA shall have access to inspect the work described in the project, and retain all other lawful access pursuant to statute, regulation, or other agreements.

X. Project Phase and Fiscal Reports.

Project Phase Metrics Reports and Fiscal Reports for the Projects/Program subject to this Grant Agreement shall be prepared by **Grantee** and submitted to **Ohio EPA DDAGW** at the address provided in *Section XXXI, Notice*, in accordance with the project phases in the application. Each report shall include a narrative describing the activities that were undertaken with respect to the Grant Agreement, together with detailed information on the project/program, including any relevant metrics demonstrating the future use of the equipment.

Fiscal Reports shall be included with the Project Phase Reports for the H2Ohio funded portion of the projects/program or Close-Out of the Grant. The Fiscal Reports shall include a financial report signed by an authorized official of Grantee, which demonstrates to Ohio EPA's satisfaction that the H2Ohio Grant was utilized for eligible program expenditures.

Notwithstanding that Project Phase and fiscal reports shall also be due in accordance with the timelines for phases set forth in the application, project phase reports shall be submitted no later than 12 months from the effective date of this Grant Agreement, unless a change is approved by Ohio EPA in writing.

XI. Final Reports.

Final Project Report. Not later than 60 days following completion of the H2Ohio funded portion of the **project/program** Grantee shall prepare and submit to **Ohio EPA DDAGW** at the address provided in *Section XXXI, Notice* a Final Report of

Ohio Environmental Protection Agency

the project activities that were undertaken with respect to the H2Ohio Grant, including any relevant metrics on the use of the equipment purchased.

Final Fiscal Report. Not later than 60 days following completion of the H2Ohio funded portion of the **project/program**, **Grantee** shall:

(i) complete a full, final written accounting of the expenditure of the H2Ohio Grant funds utilized under this agreement; and (ii) submit a copy of such accounting to **Ohio EPA DDAGW** at the address provided in *Section XXXI, Notice*, for review and approval. The Final Fiscal Report shall include a summary of the fiscal reports, reflecting that all amounts disbursed were utilized for eligible expenditures, and reflect any remaining expenditures to demonstrate to Ohio EPA's satisfaction that the H2Ohio Grant was utilized for eligible expenditures up to the amount of the total **grant award**. The final fiscal report shall be signed by the project manager and **Grantee's** fiscal agent. If the final fiscal report documents that not all funds were disbursed and the project is complete, all unused funds shall be returned to Grantor within 30 days.

- XII. Grantor Right to Audit.** Grantor shall at any reasonable time have the right of access to and the right to audit all books and records, financial or otherwise, pertinent to the administration and operation of this project. The **Grantee** shall keep said books and records in a manner consistent with generally accepted accounting procedures in a common file to facilitate audits and inspections. In the event of a special audit, the **Grantee** will be responsible for the actual cost of the audit. Said costs shall be determined by the State of Ohio.
- XIII. Records.** **Grantee** shall preserve all account statements, documents and other records associated with this Agreement and the **Project/Program** Account for a minimum of five (5) years after termination of this Agreement.
- XIV.** The **Grantee** shall keep and make available to the Ohio Auditor of State all books and records, financial or otherwise, pertinent to the administration and operation of this project. **Grantee** shall keep such books and records in a manner consistent with generally accepted accounting procedures in a common file to facilitate audits by the Ohio Auditor of State. The **Grantee** will be responsible for the actual cost of all audits. Said costs shall be determined by the State of Ohio. The **Ohio EPA** shall at any reasonable time have the right of access to and the right to review all books and records, financial or otherwise, pertinent to the administration and operation of this project.
- XV.** Neither this Agreement, nor any rights, duties, nor obligations hereunder, may be assigned, delegated, or transferred in whole or in part by the **Grantee** without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.
- XVI.** The **Grantee** by signature on this document, certifies that it: (1) has reviewed and understands the Ohio ethics and conflict of interest laws, including the requirements found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (2) **Grantee** is currently in compliance with and will continue to adhere to, the requirements of Ohio ethics laws and conflict of interest laws and will take no action inconsistent with those laws. The **Grantee**

Ohio Environmental Protection Agency

understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio. No personnel of Contractor or public official, employee or member of the governing body of any locality in which work under this Agreement is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of the work, voluntarily acquire any personal interest that is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out the work. Any such person who acquires an incompatible or conflicting personal interest on or after the effective date of this Agreement, or who involuntarily acquires any such personal interest, shall immediately disclose his or her interest to Ohio EPA in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless Ohio EPA determines in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to public interest.

- XVII.** The **Grantee** affirms that, as applicable to it, no party listed in Division (I) or (J) of Section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions in excess of the amounts specified in ORC 3517.13, to the Governor or to his campaign committees.
- XVIII.** The **Grantee** affirmatively represents and warrants to **Ohio EPA** that it is not subject to a finding for recovery under ORC 9.24 or otherwise qualifies under that section. The **Grantee** agrees that if this representation or warranty is deemed to be false, the Agreement shall be void *ab initio* as between the parties to this Agreement, and any funds paid by Ohio EPA hereunder immediately shall be repaid to Ohio EPA, or an action for recovery immediately may be commenced by Ohio EPA for recovery of said funds. The **Grantee** affirmatively represents and warrants to Ohio EPA that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC 153.02 or ORC 125.25. If this representation and warranty is false, this Agreement is void *ab initio* and **Grantee** shall immediately repay to the State any funds paid under this Agreement.
- XIX.** The **Ohio EPA** shall not be responsible for any costs incurred by the **Grantee** prior to the DATE notice of award, however any grant- related expenditures made prior to the effective date of the Grant Agreement shall be made at Grantee's risk.
- XX.** **Grantee** shall be responsible for its own acts and omissions and will be responsible for any and all damages, costs, and expenses that arise out of the performance of this Agreement and that are due to **Grantee's** own negligence, tortious acts, or other conduct or that are due to the negligence, tortious acts, or other conduct of the **Grantee's** respective agents, officers, or employees.
- XXI.** **Indemnity.** **Grantee** agrees to indemnify, save, and hold harmless Ohio EPA from any claims or causes of action arising from, or related to, implementing the **Project/Program**, including any acts or omissions of **Grantee**. Ohio EPA shall not be considered a party to and shall not be held liable under any contract entered

Ohio Environmental Protection Agency
into by **Grantee** in carrying out the activities pursuant to this Agreement.

- XXII. Severability.** A determination by a court of competent jurisdiction that any part of this Agreement is invalid shall not invalidate or impair the force or effect of any other part hereof, except to the extent that such other part is wholly dependent for its operation on the part so declared invalid.
- XXIII.** This Agreement shall remain in effect until the entire **project/program** is completed and the Auditor of State has completed the local government audits for the last year in which grant funds were disbursed. If the Ohio Auditor of State issues a finding for recovery to the Grantee, the **Ohio EPA** reserves the right, at any time after execution of this Agreement to terminate, revise, or extend the grant in whole or in part, upon written notification to the **Grantee**. The **Grantee**, upon receipt of notice of termination, shall not incur any new obligations and shall take all necessary and appropriate steps to limit disbursements and minimize costs and obligations, including cancelling as many outstanding obligations as possible. If requested by the **Ohio EPA**, the **Grantee** shall promptly furnish a report that describes the status of all work under this Agreement as of the date of receipt of the termination notice. The **Grantee** agrees to waive any right to, and shall make no claim for, additional compensation against the **Ohio EPA** by reason of such termination.
- XXIV. Provision of Services to be within the United States and Prohibition on the Purchases of Services from or Investments in Russian Institutions and Companies.** Subrecipient affirms to have read and understands Executive Order 2019-12D and Executive Order 2022-02D and shall abide by those requirements in the performance of this Agreement and shall perform no services required under the Agreement outside of the United States or purchase services from or investment in Russian institutions and companies. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid for services the Subrecipient performs outside of the United States for which it did not receive a waiver or funds paid for services from or investments in Russian institutions and companies. The State does not waive any other rights and remedies provided the State in this Agreement.
- XXV.** The State, in its sole discretion, may provide written notice to **Grantee** of a breach and permit the **Grantee** to cure the breach. Such cure period shall be no longer than 21 calendar days. Notwithstanding the State permitting a period of time to cure the breach or the **Grantee's** cure of the breach, the State does not waive any of its rights and remedies provided the State in this Agreement.
- XXVI. Termination.** Ohio EPA reserves the right, at any time after the Effective Date, and with or without cause, to terminate, revise, or extend the grant in whole or in part, upon written notification to the **Grantee**. The **Grantee**, upon receipt of notice of termination, shall not incur any new obligations and shall take all necessary and appropriate steps to limit disbursements and minimize costs and obligations, including cancelling as many outstanding obligations as possible.

If requested by the Ohio EPA, the **Grantee** shall promptly furnish a report that describes the status of all work under this Agreement as of the date of receipt of

Ohio Environmental Protection Agency

the termination notice. The **Grantee** agrees to waive any right to, and shall make no claim for, additional compensation against the Ohio EPA by reason of such termination.

Upon termination of this Agreement, all unspent funds and funds subject to a finding for recovery by the Ohio Auditor of State, if any, shall be returned to the **Ohio EPA** in accordance with the terms and conditions in this Grant Agreement, but no later than within forty- five (45) days of **project/program** completion or receiving notification of any termination of the grant or program. Any payment not received within forty-five days of the due date may be turned over to the Attorney General for collection as a delinquent claim, and the **Grantee** agrees to pay the **Ohio EPA** all costs the **Ohio EPA** incurs for delinquent collections by the Attorney General's office.

- XXVII. Notices.** All communications shall be in writing and shall be hand-delivered; mailed first class, postage pre-paid; or mailed certified or registered mail, postage pre-paid or e-mailed, as follows:

Ohio Environmental Protection Agency
Attn: Grants Team, Division of Drinking and Ground Waters
P.O. Box 1049
Columbus, OH 43216-1049
Email: DDAGW.Grants@epa.ohio.gov

- XXVIII. Grant Funds Not Expended:** If Grant Funds are not expended by Grantee in accordance with the terms and conditions of this Agreement, the award of the Grant Funds shall cease, and Grantor shall have no further obligation to release the Grant Funds. Grantor shall also have no obligation to release any amount of Grant Funds that exceeds the eligible costs of the project actually incurred by Grantee. If Grant Funds have been released to Grantee and Grantor determines that Grantee has not performed in accordance with the terms and conditions of this Agreement, Grantee shall return such improperly expended Grant Funds within Forty-Five (45) Days of demand by Grantor. In the event that the project is affirmatively abandoned by Grantee, all Grant Funds released by Grantor to Grantee under this Agreement shall be refunded to Grantor by Grantee within Forty-Five (45) days after abandonment has occurred.

Effective Date. This Agreement shall be effective upon execution of this Agreement by all Parties, the "Effective Date," and shall continue in full force and effect until completion of the entire **project/program**, or until all obligations of the **Grantee** under this Agreement have been fully satisfied, whichever is later.

[The rest of this page was left intentionally blank]

Ohio Environmental Protection Agency

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Grantee: **New Carlisle City PWS**

Award: **\$10,000.00**

(I, we) have the authority to sign this Agreement and do so in (my/our) respective capacities:

Signature of Grantee's Authorizing Agent

Date

**Name and Title of Authorizing Agent
(Please Print)**

**Amy J. Klei, for Director Vogel
Chief DDAGW
Ohio EPA**

Date

RESOLUTION 2024-07R

A RESOLUTION TO SEEK MEMBERSHIP IN THE AARP NETWORK OF AGE-FRIENDLY COMMUNITIES

WHEREAS, the health and safety of residents of all ages is of highest concern to the citizens of New Carlisle; and

WHEREAS, as the U.S. population ages and people stay healthy and active longer, communities must adapt; and

WHEREAS, planning processes, including community revitalization and economic development plans, should include the needs of all people regardless of age, income, physical ability, race and other factors of older adults; and

WHEREAS, community decisions on land-use, housing and transportation should be consistent with the comprehensive plan that has been developed with public input; and

WHEREAS, the City's Comprehensive Land Use Plan, adopted in 2012, supports identifying the needs of the City's elderly residents; and

WHEREAS, 35% of the City's population is 50 years or older while 17% is 65 years or older, and the number of older residents of the City is projected to continue to increase; and

WHEREAS, research shows that older Americans overwhelmingly want to remain in their homes and communities as they age; and

WHEREAS, access to quality health care, long term services and supports, and affordable housing is essential for older adults to live in their homes and communities; and

WHEREAS, members of the AARP Network of Age-Friendly Communities become part of a global network of communities that are committed to giving their older residents the opportunity to live rewarding, productive and safe lives; and

WHEREAS, membership in the Network of Age-Friendly Communities includes access to financial assistance and technical expertise.

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

SECTION 1. In order to ensure that the City of New Carlisle is a well-designed, livable community that promotes health and sustained economic growth for residents of all ages, the City of New Carlisle supports the planning process and requests participation in the AARP Network of Age-Friendly Communities.

SIGNATURE PAGE TO FOLLOW

Passed this _____ day of _____, 2024.

Bill Cook, MAYOR

Emily Berner, CLERK

APPROVED AS TO FORM:

Jacob M. Jeffries, DIRECTOR OF LAW

1st _____

2nd: _____

Wright	Y	N
Bahun	Y	N
Lindsey	Y	N
Mayor Cook	Y	N
V. Mayor Eggleston	Y	N
Shamy	Y	N
Grimm	Y	N
Totals:		
	Pass	Fail

Intro: 06/03/2024
Action: 06/03/2024
Effective: 06/18/2024



AARP Network of Age-Friendly States and Communities

An age-friendly community is livable for people of *all* ages

America's Population Is Rapidly Aging

According to the U.S. Census Bureau, by 2034 the nation will have more people age 65 or older than under 18. By 2060, nearly 1 in 4 people in the United States will be at least 65 years old.

This demographic shift presents an opportunity for communities that are prepared. Well-designed, age-friendly communities foster economic growth and make for happier, healthier residents of all ages.

The **AARP Network of Age-Friendly States and Communities** supports the work of local, regional and state governments as they prepare for the nation's changing demographics. Established in 2012, the network includes towns, cities, counties and states that have made a commitment to being more livable for people of all ages, and especially older adults.

The program's framework equips local leaders and residents with resources for assessing the needs of older adults related to housing and transportation options, access to key services, and opportunities to participate in community activities. Once identified, those needs can be incorporated into an action plan.



Age-Friendly Communities
Are Livable for
People of All Ages
aarp.org/livable

Membership in the network:

- Serves as an organizing structure for making community improvements
- Fosters partnerships among community groups and local stakeholders
- Provides resources for identifying and assessing community needs
- Enables community improvements that benefit people of all ages

Membership provides local leaders with:

- Access to expert-led webinars and technical assistance from livability professionals
- Connections to a national network of more than 700 enrolled communities
- A private group forum for discussions, asking questions and finding answers
- Support, guidance and best-practice resources from AARP about creating an action plan and documenting progress

Membership in the AARP Network of Age-Friendly States and Communities is *free!*

Membership matters:

- 68% of communities successfully advanced policy changes
- 86% of communities overcame barriers
- More than 100 million people in the United States live in a community that is committed to being age-friendly.

DEMOGRAPHIC DATA: "Demographic Turning Points for the United States: Population Projections for 2020 to 2060," Current Population Reports, P25-1144, U.S. Census Bureau, Washington, D.C., 2020

AARP NETWORK OF AGE-FRIENDLY STATES AND COMMUNITIES DATA: 2022 Member List and Survey

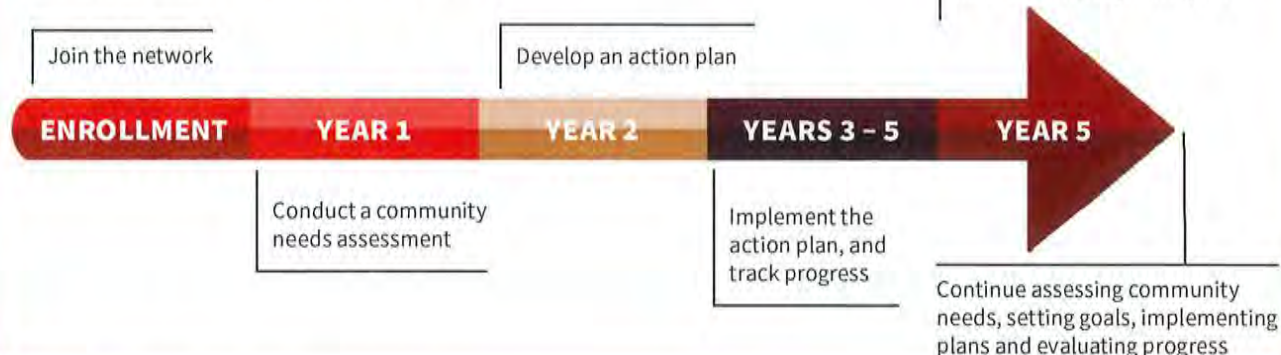


Enrolling in the Network

Communities enroll individually or as part of a region. A governor can choose to enroll an entire state. All towns, villages, townships, boroughs, cities, counties and states seeking to enroll in the AARP Network of Age-Friendly States and Communities are required to submit a membership application. The community must also provide a letter of commitment signed by the jurisdiction's highest elected official (e.g., a governor, mayor, county executive) or a legislative body can pass and provide a resolution in support of membership.

Learn more and find the membership application via [AARP.org/AgeFriendly](https://www.aarp.org/AgeFriendly).

The Age-Friendly Program Process

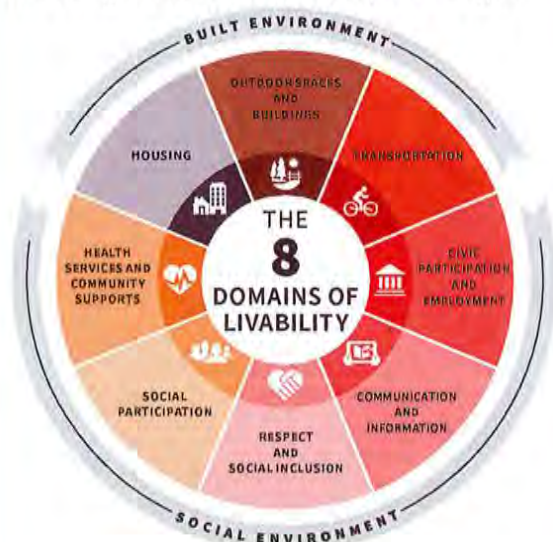


The Program Steps

Members of the **AARP Network of Age-Friendly States and Communities** commit to an assessment process and cycle of continuous improvement, the steps of which typically require the member community to:

1. Establish a way to include older residents in all stages of the age-friendly process
2. Conduct a community needs assessment (*AARP provides survey examples and access to an online tool*)
3. Develop an action and evaluation plan based on the assessment results and submit to AARP for review
4. Implement the plan and work toward its goals
5. Assess the impact of implementing the plan and submit progress reports
6. Share solutions, successes and best practices across the age-friendly network
7. Repeat!

The **8 Domains of Livability** is the framework used by states and communities enrolled in the network to organize and prioritize their work. The availability and quality of these community features impact the well-being of older adults and people of all ages.



LEARN MORE, GET IN TOUCH

- **Website:** [AARP.org/AgeFriendly](https://www.aarp.org/AgeFriendly) or [AARP.org/Livable](https://www.aarp.org/Livable)
- **Email:** AARPAge-FriendlyNetwork@AARP.org
- **Facebook:** [/AARPLivableCommunities](https://www.facebook.com/AARPLivableCommunities)
- **Twitter:** [@AARPLivable](https://twitter.com/AARPLivable)
- **Free Newsletter:** [AARP.org/LivableSubscribe](https://www.aarp.org/LivableSubscribe)
- **Locate Your AARP State Office:** [AARP.org/States](https://www.aarp.org/States) or call 1-888-687-2277

OR SCAN THIS CODE



D19860

[AARP LIVABLE COMMUNITIES \(/LIVABLE-COMMUNITIES/\)](#)

AARP Network of Age-Friendly States and Communities



Joining the Network

Information about the membership application and required materials

[AARP Livable Communities \(/livable-communities/\)](#)

Communities seeking to enroll in the [AARP Network of Age-Friendly States and Communities \(/livable-communities/network-age-friendly-communities/\)](#) are required to submit a **Membership Application**, as well as a **Letter of Commitment**, which must be signed by the jurisdiction's highest elected official. (For example, the governor, the mayor, the county executive.)

Communities with council or commission forms of government typically pass a **Resolution** or even a **Proclamation** in support of membership in the network.

Apply to the AARP Network

Membership Application

Join the AARP Network of Age-Friendly States and Communities
AARP Livable Communities

When a town, city, county or state joins the AARP Network of Age-Friendly States and Communities, it is joining a global effort to be a more livable and age-friendly community.

The AARP network is an organizational affiliate of the World Health Organization Global Network of Age-Friendly Cities and Communities. (Communities wishing to join the global network instead of or in addition to the AARP program can find application information on the [WHO website](#).)

To enroll your community in the AARP network, please complete and submit the application below.

Note: Since content added to this form cannot be saved, we advise that you review the questions in advance, gather the materials and information you'll need, and draft the narrative responses offline for later pasting into the applicable fields.

Section 1: Community Details

Application Submission Date

06/24/2020



State

Select a State



Community Name

Total Population

Percentage of Residents Age 60 or Older

Community Governance Structure (choose one)

- ☐ Borough
- ☐ City
- ☐ County
- ☐ Town
- ☐ Township
- ☐ Village
- ☐ Other (explain below)

Explain here if you selected "Other"

Community Type (Check all that apply.)

- ☐ Urban
- ☐ Mixed
- ☐ Suburban (offices, apartments and shops)
- ☐ Suburban (mostly residential)
- ☐ Small Town
- ☐ Rural
- ☐ Remote/Frontier
- ☐ Other (explain below)
- ☐ Not sure

Explain here if you selected "Other"

Elected Official Signing the Community's Letter of Commitment

Name (elected official)

Title

Office Mailing Address

Community Contact

The community contact is the community staff member or volunteer who is primarily responsible for carrying out the community-level work. (It is not the AARP staff member the community might be working with.)

Name (community contact)

Email (valid email address required to submit this form)

Position

Telephone Number

Please describe the named person's role in the community's age-friendly initiative (100 words minimum)

The person named above agrees to be subscribed to the **AARP Livable Communities Weekly e-Newsletter**, which is one of the primary ways we share useful news and resources. To subscribe now, visit [AARP.org/LivableSubscribe](https://www.aarp.org/livable/subscribe). You will not be disconnected from this page. After completing the newsletter form, AARP will send an email — with the subject line "Action Required" — containing a link for you to confirm the subscription.

Section 2: Community Activities, Engagements and Collaborations

Briefly describe your existing community policies, programs and services that are targeted toward older people. Please identify how your community plans to become more age-friendly. (250-300 words required)

How will older adults be involved in the community's efforts to become more age-friendly? (250-300 words required)

How will the efforts to become more age-friendly increase collaboration and coordination among relevant community agencies and departments? (250-300 words required)

Section 3: Network Membership

Your answers to the following questions will help us complete your community's membership in the age-friendly network and enable AARP to better understand how to support the network.

1-a. What motivated your community to join the AARP Network of Age-Friendly States and Communities (100 words minimum)

1-b. If you have consulted with an AARP State office or the national AARP Livable Communities team to discuss enrollment, please provide that person's name, title and e-mail address or phone number.

2. What aspect of your community's current or intended age-friendly work could be useful to other communities in the network? (100 words minimum)

Section 4: Required Materials

1-a. Letter of Commitment

Provide a digital file (PDF preferred) of the signed document.

Attach

1-b. Resolution or Proclamation (optional)

If your community issued either document in addition to the commitment letter, provide a digital file (PDF preferred) here.

Attach

2. Logo or Image

Provide a digital file (JPG preferred) and/or a link to a downloadable logo or other image that represents your community and for which you have reprint rights and permission to provide for use by AARP and the World Health Organization.

Website URL

File Attachment

Attach

Section 5: Social Media

Provide the most applicable Twitter handle(s) and Facebook account(s) for your community (i.e. an age-friendly coalition, the local government, key elected officials and/or local partners).

Twitter 1:

Facebook 1:

Twitter 2:

Facebook 2:

Additional social media accounts (optional):

Section 6: Agreement

I have read and understand the requirements for my community to become a member of the AARP Network of Age-Friendly States and Communities, including the need to conduct a community assessment; develop and acquire approval of an action plan; implement the plan; submit an annual best practice and provide periodic updates, including a five-year progress report.

☐ Yes, I understand the requirements.

SUBMIT YOUR COMMUNITY'S APPLICATION TO THE AARP NETWORK OF AGE-FRIENDLY STATES AND COMMUNITIES

Receipt of the application will be acknowledged by AARP within 24 hours of submission or during the next business day.

ORDINANCE 2024-21 *AMENDED

AN ORDINANCE AMENDING CHAPTER 1066 OF THE CODIFIED ORDINANCES
OF THE CITY OF NEW CARLISLE, OHIO TO REVISE CEMETERY FEES

WHEREAS, Chapter 1066 of the Codified Ordinances establishes the cemetery fees and general operating procedures for the New Carlisle Cemetery; and

WHEREAS, Section 1066.08 sets forth the fees for lot purchases, opening and closing of graves, and cremations, while Section 1066.13 does the same for markers and headstones; and

WHEREAS, the cemetery fees have not changed since 2020; and

WHEREAS, after a review of the cemetery fees, it has been determined that the fees should be increased in order to avoid shortfalls.

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

SECTION 1. Chapter 1066 is amended in accordance with the attached exhibits as follows:

- ☐ Section 1066.08 – See Exhibit A
- ☐ Section 1066.13 – See Exhibit B

SECTION 2. All ordinances or parts of ordinances that are in conflict with this ordinance are hereby repealed.

SECTION 3. The revised cemetery fees will go into effect on June 18, 2024.

Passed this _____ day of _____, 2024

Bill Cook, MAYOR

Emily Berner, CLERK OF COUNCIL

APPROVED AS TO FORM:

1st _____

2nd: _____

Jake Jeffries, DIRECTOR OF LAW

Ordinance was amended at the 05/20/24
Council meeting

Intro: 05/06/2024
Action: 06/03/2024
Effective: 06/18/2024

Wright	Y	N
Bahun	Y	N
Lindsey	Y	N
Mayor Cook	Y	N
V. Mayor Eggleston	Y	N
Shamy	Y	N
Grimm	Y	N
Totals:		
	Pass	Fail

EXHIBIT A

1066.08 CHARGES FOR LOT PURCHASE, OPENING AND CLOSING OF GRAVES, AND CREMATIONS.

(a) Charges for lot purchase, opening and closing of graves and cremation shall be reviewed annually by the City Manager.

(b) The charges for interments, disinterments and cremations are as follows:

Interment	Monday through Friday	\$800.00	<i>\$1,300.00</i>
	Saturday (see division (d))	\$1,100.00	<i>\$1,600.00</i>
	Sunday/Holiday (see division (d))*	\$1,300.00	<i>\$1,800.00</i>
Cremation/Infant Interment:	Monday through Friday	\$300.00	<i>\$350.00</i>
	Saturday (see division (d))	\$400.00	<i>\$450.00</i>
	Sunday/Holiday (see division (d))*	\$500.00	<i>\$550.00</i>
Disinterment:	Regular	\$2,000.00	<i>\$3,500.00</i>
	Infant/cremation	\$800.00	<i>\$1,000.00</i>
*Holiday fees prevail on all legally observed holidays.			

(c) Funerals entering the cemetery before 10:00 a.m. or after 4:00 p.m. shall be charged an additional fee of two hundred dollars (\$200.00).

(d) Funerals entering the cemetery on Saturday or Sunday/Holiday after 2:00 p.m. add two hundred dollars (\$200.00).

(e) The prices of lots are as follows:

	<i>Resident</i>		<i>Nonresident</i>	
Grave	\$600.00	<i>\$900.00</i>	\$650.00	<i>\$1,200.00</i>
Infant grave (Infant Section)	\$150.00	<i>\$50.00</i>	\$150.00	<i>\$200.00</i>
Infant grave (Regular Section)	\$600.00	<i>\$600.00</i>	\$650.00	<i>\$700.00</i>

EXHIBIT B

1066.13 MARKERS AND HEADSTONES.

- (a) Headstones are permitted in the cemetery according to plat plans in use as of the effective date of this chapter.
- (b) Charges for markers and foundations are as follows:

Foundations	\$0.70 <i>\$0.80 per square inch</i>
Lawn markers without cement	\$175.00 <i>\$200.00</i>
Government markers	\$150.00

- (c) Section M *and N* graves *only* will have an added price of ~~\$150.00~~ ~~\$175.00~~ *\$200.00* for each grave, to cover the cost of the foundations *that already exist*.

ORDINANCE 2024-22

AN ORDINANCE AMENDING SECTION 1460.44 OF THE CODIFIED ORDINANCES OF THE CITY OF NEW CARLISLE REGARDING ACCESSORY USES FOR RECREATIONAL VEHICLES AND EQUIPMENT, AND OVERNIGHT PARKING

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

WHEREAS, Section 1460.44 specifically addresses accessory uses for recreational vehicles and equipment, and overnight parking; and

WHEREAS, the members of City Council frequently communicate with their constituents about matters affecting their constituents' daily lives; and

WHEREAS, based on citizen feedback, City Council recognizes the need to amend the Exterior Property Maintenance Code to provide citizens with more flexibility concerning property rights while still ensuring the aesthetics and safety of the community.

NOW, THEREFORE, THE CITY OF NEW CARLISLE HEREBY ORDAINS that Section 1460.44 of the Codified Ordinances of the City of New Carlisle be amended as follows:

1460.44 ACCESSORY USES; RESIDENTIAL, COMMERCIAL OR INDUSTRIAL.

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

(1) Recreational vehicles and equipment as defined in Paragraph (105) of Section 1240.05 must be parked or stored entirely within an enclosed building, or parked or stored in a side or rear yard but not closer than ~~ten~~ five feet to a *side or rear yard lot line*. All recreational vehicles and equipment must be parked on an approved, stable surface such as concrete, asphalt, or crushed limestone gravel. *No visible grass or weeds may be permitted to grow underneath any recreational vehicle or equipment parked or stored on private property.*

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

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

(4) No camping or recreational vehicles or equipment may have fixed connections to ~~electricity, gas, water~~ or sanitary sewer facilities, nor may such vehicles or equipment be used as a dwelling. *Connections for electricity via a shoreline or water shall be permitted for cleaning or loading and unloading only.*

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

(c) The following exceptions apply to this section:

(1) Camping and other recreational equipment may be parked in a required front yard or corner lot side yard for loading and unloading purposes for a period not to exceed ~~48~~ 72 hours and only on an approved surface.

(2) ~~Time limits may be extended by the City Manager due to special circumstances upon written request.~~ *Not more than twice per calendar year, up to an additional 72 hours, consecutive to the first 72-hour period, shall be permitted as long as the City is notified in writing and in advance of such extended time.*

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

Passed this _____ day of _____, 2024.

Bill Cook, MAYOR

Emily Berner, CLERK OF COUNCIL

APPROVED AS TO FORM:

Jacob M. Jeffries, DIRECTOR OF LAW

Ordinance Requested by
Councilman William Lindsey

William Lindsey, Councilman

1st _____

2nd: _____

Wright	Y	N
Bahun	Y	N
Lindsey	Y	N
Mayor Cook	Y	N
V. Mayor Eggleston	Y	N
Shamy	Y	N
Grimm	Y	N

Totals:

Pass

Fail

Intro: 05/20/24
Action: 06/03/24
Effective: 06/18/24

ORDINANCE 2024-24

AN ORDINANCE SUPPLEMENTING CERTAIN APPROPRIATIONS CONTAINED IN NEW CARLISLE CITY ORDINANCE 2023-61

WHEREAS, Ordinance 2023-61 is the Annual Appropriations Ordinance for the City of New Carlisle for the fiscal year ending December 31, 2024; 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, 2024, the 2024 appropriations are hereby increased for the following fund/fund types by the amounts shown:

Fund #	Fund Name	Increase Appropriations	Reason
101	GENERAL FUND	\$ 10,000.00	PARK - SHELTERS ADDITIONAL MAINT.
		\$ 10,000.00	PARK - SHELTERS IMPROVEMENTS
		\$ 35,000.00	WILLOWICK PLAYGROUND EQUIPMENT
		\$ 6,000.00	REPLACE SIDE DOOR AT 101 BLDG
		\$ 8,051.00	COUNTY ELECTION FEES
101	TOTAL GEN FUND	\$ 69,051.00	
204	STREET LEVY	\$ 80,000.00	ADDITIONAL RESURFACING & ADA RAMPS
502	SEWER FUND	\$ 25,000.00	CLAY STREET SEWER REPAIR
505	POOL FUND	\$ 5,000.00	SHARED COSTS FOR HYDRAULIC EQUIP
TOTAL INCREASE		\$ 179,051.00	

CONTINUED ON NEXT PAGE

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 _____, 2024.

Bill Cook, Mayor

Emily Berner, Clerk of Council

APPROVED AS TO FORM:

Jake Jeffries, Law Director

1st _____

2nd: _____

Wright	Y	N
Bahun	Y	N
Lindsey	Y	N
Mayor Cook	Y	N
V. Mayor Eggleston	Y	N
Shamy	Y	N
Grimm	Y	N

Totals:

Pass

Fail

Intro: 05/20/24

Action: 06/03/24

Effective: 06/18/24

ORDINANCE 2024-25

AN ORDINANCE AMENDING SECTION 618.15 OF THE CODIFIED ORDINANCES OF THE CITY OF NEW CARLISLE REGARDING ANIMAL ENCLOSURES

WHEREAS, Chapter 618 of the Codified Ordinances sets forth certain guidelines for animals within City limits; and

WHEREAS, Section 618.15 of the Codified Ordinances specifically governs animal enclosures; and

WHEREAS, City Council desires to amend Section 618.15 of the Codified Ordinances to allow for the keeping of female chickens within animal enclosures.

NOW, THEREFORE, THE CITY OF NEW CARLISLE HEREBY ORDAINS that Section 618.15 of the Codified Ordinances of New Carlisle be amended as follows:

618.15 ANIMAL ENCLOSURES.

- (a) Except in an A Agricultural District, no person, except a licensed veterinarian, shall keep a hog, pig, horse, mule, cow, goat, sheep or any other member of the *Equidae* family, the *Bovidae* family or the *Suidae* family, or any fowl or poultry, *except for a female chicken that is otherwise permitted under Chapter 618*, in a pen, yard, lot, house, residence or other enclosure in the City.
- (b) Whoever violates this section is guilty of a minor misdemeanor. Punishment shall be as provided in Section 698.02.

Passed this _____ day of _____, 2024.

Bill Cook, MAYOR

Emily Berner, CLERK

APPROVED AS TO FORM:

Jacob M. Jeffries, DIRECTOR OF LAW

Ordinance Requested by
Councilmembers
Kathy Wright and Ben Bahun

Kathy Wright, Councilmember

Ben Bahun, Councilmember

1st _____

2nd: _____

Wright	Y	N
Bahun	Y	N
Lindsey	Y	N
Mayor Cook	Y	N
V. Mayor Eggleston	Y	N
Shamy	Y	N
Grimm	Y	N

Totals:

Pass

Fail

Intro: 05/20/24

Action: 06/03/24

Effective: 06/18/24

ORDINANCE 2024-26

AN ORDINANCE AMENDING CHAPTER 618 OF THE CODIFIED ORDINANCES FOR THE PURPOSE OF PERMITTING THE KEEPING OF CHICKENS AT RESIDENTIAL PROPERTIES WITHIN CITY LIMITS

WHEREAS, Chapter 618 of the Codified Ordinances sets forth certain guidelines for animals within City limits; and

WHEREAS, the City Council of New Carlisle recognizes the importance of empowering its citizens to exercise their property rights responsibly; and

WHEREAS, there is a growing desire among residents to have more control over their food sources and to promote sustainable practices; and

WHEREAS, City Council acknowledges the benefits of permitting the keeping of female chickens within City limits as a means for residents to know where their food comes from and to engage in environmentally friendly practices; and

WHEREAS, City Council aims to strike a balance between the interests of City residents and the preservation of community standards.

NOW, THEREFORE, THE CITY OF NEW CARLISLE HEREBY ORDAINS that Chapter 618 of the Codified Ordinances of the City of New Carlisle be amended by adding the following Section pertaining to the keeping of chickens:

618.21. KEEPING OF CHICKENS - RESIDENTIAL.

(a) Definitions. For the purposes of this Section, the following definitions shall apply:

(1) "Chicken" shall refer to a living, domesticated fowl, specifically *Gallus gallus domesticus*, commonly kept for eggs and/or meat.

(2) "Keep" shall mean having custody or control.

(3) "Rear yard" shall have the same meaning as set forth in Division (131)(B) of Section 1240.05 of the Codified Ordinances.

(4) "Residential Property" shall mean real property utilized for residential purposes that is located within any residential district under the City's Planning and Zoning Code.

(5) "Single-Family Dwelling" shall have the same meaning as set forth in Division (45) of Section 1240.05 of the Codified Ordinances.

(b) The keeping of chickens on residential property is permitted subject to the following:

(1) Only the keeping of hens (female chickens) is permitted. Roosters are expressly prohibited due to potential noise disturbances.

(2) Chickens must be kept in rear yards only. Chickens are not permitted in front yards or side yards.

(3) The slaughtering of chickens is strictly prohibited.

(4) The keeping of chickens is permitted at single-family dwellings only.

(5) For any residential property that is smaller than one (1) acre, a maximum of six (6) chickens may be kept.

(6) For any residential property where chickens are kept, a minimum of three (3) chickens must be kept at the property.

(7) Chickens shall be kept in either a coop, combined coop and run, or chicken tractor in a non-permanent structure. Each coop shall have a fence, vegetation or privacy screen so that the coop is not visible to neighbors.

(8) The City will not require a permit to keep chickens on any residential property pursuant to this Section.

(c) Enforcement. Any law enforcement officer, the Planning Director or his or her designee, or the Code Enforcement Officer or his or her designee, may file any misdemeanor complaints and issue any misdemeanor citations, and take all such other actions as are necessary, to enforce this Section.

Passed this _____ day of _____, 2024.

Bill Cook, MAYOR

Emily Berner, CLERK

APPROVED AS TO FORM:

Jacob M. Jeffries, DIRECTOR OF LAW

Ordinance Requested by
Councilmembers
Kathy Wright and Ben Bahun

Kathy Wright, Councilmember

Ben Bahun, Councilmember

1st _____

2nd: _____

Wright	Y	N
Bahun	Y	N
Lindsey	Y	N
Mayor Cook	Y	N
V. Mayor Eggleston	Y	N
Shamy	Y	N
Grimm	Y	N

Totals:

Pass

Fail

Intro: 05/20/24

Action: 06/03/24

Effective: 06/18/24

ORDINANCE 2024-27

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING THAT AMENDS THE COLLECTIVE BARGAINING UNIT'S JOB CLASSIFICATION AND WAGE TABLE

WHEREAS, the non-exempt employees of the City of New Carlisle are represented by Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, and Local No. 101, Dayton Public Service Union; and

WHEREAS, the City and Union have discussed entering into the attached memorandum of understanding for the purpose of adding the Cemetery Superintendent position to the Collective Bargaining Unit's Job Classification and Wage Table; and

WHEREAS, Cemetery Superintendent is not a new position but the Public Works Superintendent has assumed the responsibilities of that position in recent years; and

WHEREAS, due to the growth of the City and the increased workloads of the various departments, employing a specific person to fill the position of Cemetery Superintendent is necessary; and

WHEREAS, the attached memorandum of understanding also corrects various calculation errors contained in the existing Wage Table.

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

1. The attached memorandum of understanding is hereby approved.
2. The City Manager is hereby authorized to execute the memorandum of understanding on behalf of the City of New Carlisle.

Passed this _____ day of _____, 2024

Bill Cook, MAYOR

Emily Berner, CLERK OF COUNCIL

APPROVED AS TO FORM:

Jake Jeffries, DIRECTOR OF LAW

1st _____

2nd: _____

Wright	Y	N
Bahun	Y	N
Lindsey	Y	N
Mayor Cook	Y	N
V. Mayor Eggleston	Y	N
Shamy	Y	N
Grimm	Y	N

Totals:

Pass

Fail

Intro: 06/03/24

Action: 06/17/24

Effective: 07/02/24

MEMORANDUM OF UNDERSTANDING

To: Mr. Dave Coleman, Chapter Chair
Mr. Pete McLinden, Staff Representative
From: Mr. Randy Bridge, City Manager for the City of New Carlisle
Date: 05/30/24
Subject: Amending the Job Classification and Wage Table

The City of New Carlisle, Ohio, and the Dayton Public Service Union Local No. 101 A.F.S.C.M.E Ohio Council 8 agree to amend the Job Classification and Wage Table for the following purposes:

1. Adding the Cemetery Superintendent position to the Job Classification and Wage Table; and
2. Correcting various calculation errors contained in the Wage Table

The Wage Table and amended Cemetery Superintendent Job Description are attached to this Memorandum of Understanding.

For the City of New Carlisle:

By: _____
Mr. Randy Bridge, City Manager

Date: _____

For the Union:

By: _____
Mr. Pete McLinden, Staff Representative

Date: _____

By: _____
Mr. Dave Coleman, Chapter Chair

Date: _____

Amended Wage Table to Follow

Wage Table (ORD 2024-27) Effective 02/01/24 - 01/31/25						
Classification	Step A	Step B	Step C	Step D	Step E	Step F
Superintendent Waste Water Plant	29.23	29.80	30.55 30.39	31.30 30.99	32.05 31.62	32.26
Waste Water Plant Operator (with license)	23.86	24.27	25.02 24.69	25.77 25.14	26.52 25.59	26.06
Waste Water Plant Operator (without license)	21.89	22.26	23.01 22.63	23.76 23.02	24.51 23.42	23.82
Waste Water Plant Maintenance (with license)	23.86	24.27	25.02 24.69	25.77 25.14	26.52 25.59	26.06
Waste Water Plant Maintenance (without license)	21.89	22.26	23.01 22.63	23.76 23.02	24.51 23.42	23.82
Laboratory Technician (with license)	23.86	24.27	25.02 24.69	25.77 25.14	26.52 25.59	26.06
Laboratory Technician (without license)	21.89	22.26	23.01 22.63	23.76 23.02	24.51 23.42	23.82
Superintendent Water Plant	28.06	28.64	29.39 29.22	30.14 29.80	30.89 30.38	30.96
Water Plant Operator (with license)	22.40	22.78	23.53 23.14	24.28 23.53	25.03 23.89	24.34
Water Plant Operator (without license)	21.89	22.26	23.01 22.63	23.76 23.02	24.51 23.42	23.82
Public Works Superintendent	25.44	26.02	26.77 26.50	27.52 26.99	28.27 27.50	28.02
Street Maintenance, Lead	23.09	23.46	24.21 23.83	24.96 24.22	25.71 24.61	25.02
Mechanic	22.47	22.81	23.56 23.16	24.31 23.53	25.06 23.90	24.28
Street Maintenance II	20.20	20.48	21.23 20.77	21.98 21.06	22.73 21.73	21.73
Street Maintenance I	19.73	19.99	20.74 20.27	21.49 20.53	22.24 20.82	21.12
Parks & Building Maintenance	21.75	22.05	22.35	22.65	22.90 22.95	23.25
<i>Cemetery Superintendent</i>	21.88	22.44	23.19	23.94	24.69	25.44
Secretary/Clerk/Assist. Tax Admin.	20.84	21.17	21.92	22.67	23.42	22.60
Assistant Income Tax / Finance Administrator	20.55	20.90	21.65	22.4	23.15	22.18
Utility Accounts Receivable Clerk	20.26	20.62	21.37 20.82	22.12 21.13	22.87 21.44	21.76
Account Clerk, Tax	20.26	20.62	21.37 20.82	22.12 21.13	22.87 21.44	21.76
Finance Clerk	20.26	20.62	21.37 20.82	22.12 21.13	22.87 21.44	21.76
Central Cashier	19.28	19.55	20.30 19.82	21.05 20.13	21.80 20.38	20.67 21.17

Wage Table (ORD 2024-27) Effective 03/13/23 - 01/31/24						
Central Cashier	18.78	19.05	19.32 19.82	19.63 20.13	19.88 20.38	20.17 20.67

Cemetery Job Description to Follow

CEMETERY SUPERINTENDENT

General Statement of Duties:

The position requires a blend of supervisory skills and the ability to interact with the public using tact and empathy. Performs responsible managerial, administrative, technical, and supervisory work in the operation and maintenance of the City's cemetery. An employee in this class plans, organizes and supervises staff providing semi-skilled to skilled maintenance duties to maintain the City's cemetery, oversee the sale, opening and closing of cemetery plots with families and funeral home directors, and maintain all related records. The employee coordinates, supervises, participates and prioritizes all seasonal tasks and projects (including mowing) of cemetery grounds. Work includes budget development and management, personnel, and equipment management, and short- and long-range operational planning. The Cemetery Superintendent reports directly to the City Public Works Director.

Essential Duties and Tasks:

- Plans and prioritizes work of cemetery staff responsible for maintaining all City cemetery grounds, as well as laying off, opening, and closing graves.
- Participates in the preparation and administration of the cemetery maintenance budget; submits budget recommendations; prepares cost estimates; submits justifications for equipment; and monitors budget expenditures.
- Participates in the development of goals and objectives, as well as policies and procedures; monitors work activities to ensure compliance with established policies and procedures.
- Supervises crew on daily basis; makes assignments; adjusts work based on requests from funeral homes, seasonal dictates, etc.
- Assists the public in selection and purchase of cemetery lots; meets with citizens and family members, often during times of bereavement; shows burial plots available and provides information on cost and procedures of the cemetery.
- Completes paperwork and accounts for fees collected; prepares and maintains records of cemetery plot locations and owners.
- Coordinates with funeral home directors regarding arrangement and direction of the functions and records involved with the internment of the deceased. Ensures that rules and regulations, codes, status, and Ordinances are complied with.
- Discusses and projects equipment needs annually with the Director and monitors to ensure expenditures within approved budget; prepares requisitions for the purchase of supplies, materials, and equipment; prepares records and written reports.
- Ensures machinery and equipment are properly maintained; coordinates scheduled maintenance and repairs as needed.
- Ensures OSHA safety regulations are followed in all aspects of the work; prepares and presents safety training in accordance with requirements; instructs personnel in safe work practices pertaining to tools, use of chemicals, exposure to human body fluids, handling hazardous materials, etc.
- Prepares reports and maintains division specific records and reports.
- Participates in grounds maintenance activities such as planting and trimming hedges and shrubs, grading and laying sod over graves, seeding, and fertilizing and mowing grass.

- Fields phone and email traffic concerning maintenance issues or customer concerns; answers questions and provides information to the public; investigates complaints and recommends corrective action as needed; follows up and ensures customer satisfaction.
- Assists the public works, water, and wastewater departments as needed and performs other duties assigned by the Public Service Director.

Knowledge, Skills, and Abilities:

- Knowledge of the standard methods, materials, and equipment utilized in the maintenance of municipal cemeteries.
- Knowledge of the methods, equipment and principles used in landscape and turf maintenance.
- Knowledge of the principles and practices of safety management as they pertain to the Occupational Safety and Health Administration.
- Knowledge of City's personnel, budget and purchasing policies and procedures, and other administrative requirements.
- Knowledge of effective supervisory principles and practices, including leadership, motivation, conflict resolution, performance coaching and evaluation.
- Knowledge of clerical record keeping procedures and requirements in connection with cemetery business operations.
- Skills in the use of computers, related software programs and supporting word processing, spreadsheet, and database applications.
- Skill in customer contact and collaborative conflict resolution.
- Ability to prioritize, implement and direct maintenance operations and activities.
- Ability to plan, organize and assign work to employees.
- Ability to supervise, train and evaluate assigned staff.
- Ability to interpret and explain pertinent department policies and procedures.
- Ability to operate mowing equipment and use other landscaping tools and equipment.
- Ability to prepare and maintain a variety of records and reports.
- Ability to establish and maintain effective working relationships with supervisors, peers, employees, and the general public.
- Ability to communicate effectively in oral and written forms.

Physical Requirements/Special Requirements:

PHYSICAL DEMANDS:

The work is medium work which requires exerting up to 50 pounds of force occasionally, and/or up to 30 pounds of force frequently, and/or up to 10 pounds of force constantly to lift, carry, push, pull or otherwise move objects. The work may require specific physical characteristic and abilities such as heightened strength, mobility, dexterity, and full range of motion. The following

additional physical abilities are also required: crouching, kneeling, manual dexterity, hearing, mental acuity, reaching, repetitive motion, speaking, talking, visual acuity and walking.

WORK ENVIRONMENT:

The work is generally performed in inside and outside environments, in extreme hot and cold weather, and exposed to various hazards such as loud noises, vibrations, moving mechanical parts, electrical current, high places, chemicals, fumes, odors, dusts, mists, gases, and oils. The work environment involves high risks with exposure to potentially dangerous situations or unusual environmental risks which require a range of safety and other precautions. Use of safe work practices with equipment, avoidance of trips and falls, observance of fire regulations and traffic signals are required. Employees will be required to wear other appropriate Personal Protective Equipment (PPE) such as masks, coats, boots, goggles, gloves, or shield.

MINIMUM REQUIREMENTS:

- High School Diploma or its equivalent.
- Three (3) years' experience in cemetery grounds maintenance, supplemented by landscaping experience.
- Three (3) years of supervisory or leadership experience.
- Or an equivalent combination of education and/or experience.

SPECIAL REQUIREMENTS:

- Possession of a valid Class (B) Ohio Commercial Driver's License or ability to obtain within 6 months of hire.
- Pass pre-employment drug and alcohol screening.