



**CITY COUNCIL**  
**REGULAR MEETING PACKET**  
**December 2, 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: 11/4 Regular Meeting and 11/12/24 Special 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: NONE**

**11. ORDINANCES: (0-Intro; – 9-Action\*)**

**\*A. Ordinance 2024-60 (Introduced on 11/04/24. Amended on 11/18/24, Public Hearing and Action Tonight)**

AN ORDINANCE AMENDING THE CITY OF NEW CARLISLE'S ZONING CODE TO ADD SOLAR ENERGY REGULATIONS

**\*B. Ordinance 2024-63 (Introduced on 11/18/24. Public Hearing and Action Tonight)**

AN ORDINANCE AMENDING SECTION 238.03 OF THE CODIFIED ORDINANCES OF THE CITY OF NEW CARLISLE REGARDING THE DIVISION OF FIRE

**\*C. Ordinance 2024-64 (Introduced on 11/18/24 Public Hearing and Action Tonight)**

AN ORDINANCE AMENDING THE COMPENSATION FOR THE CLERK OF COUNCIL

**\*D. Ordinance 2024-65 (Introduced on 11/18/24. Public Hearing and Action Tonight)**

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MIAMI VALLEY LIGHTING, LLC FOR STREET LIGHTING SERVICES

**\*E. Ordinance 2024-66 (Introduced on 11/18/24. Public Hearing and Action Tonight)**

AN ORDINANCE ESTABLISHING APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF NEW CARLISLE, STATE OF OHIO, DURING THE FISCAL YEAR ENDING DECEMBER 31, 2025

**\*F. Ordinance 2024-67 (Introduced on 11/18/24. Public Hearing and Action Tonight)**

AN ORDINANCE AUTHORIZING A CONTRACT FOR CITY EMPLOYEE HEALTH INSURANCE

**\*G. Ordinance 2024-68 (Introduced on 11/18/24. Public Hearing and Action Tonight)**

AN ORDINANCE AMENDING THE CITY OF NEW CARLISLE'S ESTIMATED RESOURCES AVAILABLE TO APPROPRIATE FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2024

**\*H. Ordinance 2024-69 (Introduced on 11/18/24. Public Hearing and Action Tonight)**

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

**\*I. Ordinance 2024-70 (Introduced on 11/18/2024. Public Hearing and Action Tonight)**

AN ORDINANCE APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF NEW CARLISLE AND THE CITY'S AFSCME CHAPTER

**12. OTHER BUSINESS:**

- Additional City Business:
  - Holiday Parade on December 7th @ 10:00am on Main Street
  - Employee Christmas Party: Friday, December 13<sup>th</sup>; Closing at 11:30am.
  - Jingle Jam Christmas Parade on December 14<sup>th</sup> @ 6pm through the city.
  - City Offices Closed: Tuesday, December 24<sup>th</sup>; Wednesday, December 25<sup>th</sup>; Thursday, December 26<sup>th</sup> for Christmas Break.
  - Open for Discussion on City Related Business

13. Executive Session: To discuss compensation of certain public employees, and to discuss employment of a public employee.

14. Return to Regular Session:

15. Adjournment

**RECORD OF PROCEEDING**  
**MINUTES: CITY OF NEW CARLISLE, OHIO**  
**REGULAR SESSION MEETING @ Heritage Hall on 11/4/24 @ 6:00 pm**

1. **Call to Order:** Mayor Cook calls the meeting to order.
2. **Roll Call:** Stapleton calls the roll – Cook, Grow, Bahun, Shamy, Wright, Lindsey, Eggleston  
7 members Present
3. **Invocation:** Chief Trusty
4. **Pledge of Allegiance:** All are welcome to participate
5. **Action on Minutes:**  
 Action on 10/7/24 minutes: 1<sup>st</sup>: Lindsey, 2<sup>nd</sup>: Shamy. YES: Wright, Lindsey, Eggleston, Cook, Grow, Bahun, Shamy. NAY: 0 – Accepted 7-0  
 Action on 10/10/24 minutes: 1<sup>st</sup>: Lindsey, 2<sup>nd</sup>: Shamy. YES: Wright, Lindsey, Eggleston, Cook, Grow, Bahun, Shamy. NAY: 0 – Accepted 7-0  
 Action on 10/15/24 minutes: 1<sup>st</sup>: Lindsey, 2<sup>nd</sup>: Shamy. YES: Wright, Lindsey, Eggleston, Cook, Grow, Bahun, Shamy. NAY: 0 – Accepted 7-0
6. **Communications:** None
7. **City Manager's Report:**

**City Manager Report**  
*November 4, 2024*

**A. DEPARTMENTAL REPORTS**

- The Following Departmental Reports will be given at the next City Council meeting that will be held on Monday, November 18, 2024
- Finance, Public Service, Fire/EMS, Police, Planning & Zoning, Mayor's Court Report

**B. INFORMATIONAL ITEMS**

- o **Discussion Topics**
  - Collective Bargaining Unit Negotiations
  - Comprehensive Land Use Plan
  - 2025 Capital Improvement Plan (CIP) & Operating Budget Timeline
    - Intro and First Read - 11/18/24; Action - 12/02/24
  - Reserves at Honey Creek and Monroe Meadows
    - General Updates
    - Monroe Meadows - Alternative to better connect Addison-New Carlisle
  - New Community Authority
    - Ohio Revised Code Chapter 349 summary – Attached
  - Police Levy Renewal Discussion
  - Bond and Ballot Information for City Council
  - Upcoming Legislation
    - The Reserves on Honey Creek TIF Legislation
    - Miami Valley Lighting
    - Health Insurance Renewals
    - 2025 Capital Improvement Plan and Operating Budget
    - Business Continuation Plan
    - 2025 Sheriff's Contract and 2025 Dispatching Agreement
    - Collective Bargaining Unit Contract
    - Residential Developments
      - o Subdivider's Agreement with Warranty and Performance Bonds
  - Additional Discussion Topics

**Attachment Summary:**  
 o Ohio Revised Code Chapter 349 Summary

- Mr. Kitko reviewed informational items from City Manager's Report.
  - o Collective Bargaining negotiations were complete last week, 11/18 should be Introduction of legislation.
  - o 2025 CIP will be introduced on 11/18, and action on 12/2 – this will allow us time to submit to county and begin using budget as of January 1<sup>st</sup>.
  - o Further discussion on previous topic of the water rate increase that was approved last meeting (7% increase). Councilman Bahun recommends holding off on the increase as well as the additional vehicle purchase and Zoning enforcement position. By not spending this money, it should allow us to free up money and sure up the water budget therefore we can hold off on a water rate increase. Mr. Kitko clarifies that the water is an enterprise account and can accept money from the general fund in either a loan or grant form but cannot transfer money from water to the general fund.
    - Motion to reconsider the water rate increase: 1<sup>st</sup> Bahun 2<sup>nd</sup>: Wright, YES: Lindsey, Grow, Bahun, Shamy NAY: Eggleston, Cook. Accepted 5-2
    - Motion to hold the water rate, and to not hire extra zoning enforcement person or purchase vehicle this year. 1<sup>st</sup>: Bahun 2<sup>nd</sup>: Shamy YES: Wright, Lindsey, Grown, Bahun, Shamy NAY: Eggleston, Cook. Accepted 5-2
  - o New developments are working on getting plans approved and will begin building models soon. Still some discussion with IGA regarding easements is to take place.
  - o Discussion on NCA (New Community Authority) – currently understand that not both new developers are interested in the NCA, Council agrees that if both developers are not interested, we should not move forward with the NCA.

- Motion to not move forward with the NCA (New Community Authority). 1<sup>st</sup>: Lindsey 2<sup>nd</sup>: Shamy, YES: Wright, Lindsey, Eggleston, Cook, Grow, Bahun, Shamy NAY: 0, Accepted 7-0
    - Discussion on the Police levy that is set to expire in June 2025 – will start drafting 5-year renewal legislation, .5% renewal. Current agreements are to roll into 2025, Mr. Kitko to investigate all that is included in the current contract.
    - Bond and Ballot information regarding the pool, Mr. Kitko to investigate Resolutions and Ordinances in relation to this topic
    - Council expressed appreciation to Mr. Kitko for stepping into the interim City Manager position, and stated if additional help is needed, to notify council.
8. **Committee Reports:** N/A
9. **Comments from Members of the Public** (Comments less than 5 minutes)
- a. **Janelle Zimmerman, 219 Prentice:** Expressed thankful to see work session meetings posted on You Tube – very helpful. Announced that First United Methodist Church is selling caramels, if interested contact Mrs. Zimmerman or the church during business hours.
  - b. **Steve Fields, Deerfield (Planning Board President):** Discussion with Mr. Kitko, follow up on New Developments
  - c. **Deborah Mensi, 1205 Langdale Ave.:** Expressed appreciation to Vice Mayor Eggleston for staying on council. Conveyed the benefits of the pool and hopes that the city will do what they can to keep it. Reminder that often on the videos it is difficult to hear, due to papers shuffling around microphones.
10. **Resolutions:** none
11. **Ordinances:**
- A. Ordinance 2024-52 (Introduction 9/16/24. Public Hearing and Action Tonight)**  
 CREATING THE MONROE MEADOWS TAX INCREMENT FINANCING INCENTIVE DISTRICTS;  
 DECLARING IMPROVEMENTS TO THE PARCELS WITHIN each INCENTIVE DISTRICT TO BE A PUBLIC PURPOSE AND EXEMPT FROM REAL PROPERTY TAXATION; REQUIRING THE OWNERS OF THOSE PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES; ESTABLISHING A MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF THOSE SERVICE PAYMENTS; REQUIRING THE DISTRIBUTION OF A PORTION OF THOSE SERVICE PAYMENTS TO THE Tecumseh Local School District and the Springfield-Clark Career Technology Center; AND SPECIFYING THE PUBLIC INFRASTRUCTURE IMPROVEMENTS THAT BENEFIT OR SERVE PARCELS IN THE INCENTIVE DISTRICT.  
 Motion to table ordinance 1<sup>st</sup>: Shamy 2<sup>nd</sup>: Lindsey YES: Eggleston, Cook, Grow, Bahun, Shamy, Wright, Lindsey NAY: 0, Accepted 7-0
- B. Ordinance 2024-57 (Introduction 10/28/24. Public Hearing and Action on 11/12/24)**  
 AN ORDINANCE AUTHORIZING THE CITY MANAGER OR THE DIRECTOR OF PUBLIC SERVICE/ASSISTANT CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE CITY'S WATERMAIN AND SERVICE LINE REPLACEMENT PROJECT (DEV-2021-180945)
- C. Ordinance 2024-58 (Introduction Tonight. Public Hearing and Action on 11/18/24)**  
 AN ORDINANCE AUTHORIZING THE CITY MANAGER, OR THE DIRECTOR OF PUBLIC SERVICE/ASSISTANT CITY MANAGER, TO ENTER INTO A CONTRACT FOR THE PURCHASE OF WATER SOFTENING ROCK SALT
- D. Ordinance 2024-59 (Introduction Tonight. Public Hearing and Action on 11/18/24)**  
 AN ORDINANCE AMENDING CHAPTER 276 OF THE CODIFIED ORDINANCES OF NEW CARLISLE FOR THE PURPOSE OF ESTABLISHING PARKS AND RECREATION AND PUBLIC SERVICE COMMISSIONS, AND TO PROVIDE GUIDELINES FOR COMMISSIONS
- E. Ordinance 2024-60 (Introduction Tonight. Public Hearing and Action on 11/18/24)**  
 AN ORDINANCE AMENDING THE CITY OF NEW CARLISLE'S ZONING CODE TO ADD SOLAR ENERGY REGULATIONS
12. **Other Business:**
- Additional City Business:
    - Open for Discussion on City Related Business
13. **Executive Session:** To discuss the employment of a public employee and for the purpose of preparing for, conducting, or reviewing collective bargaining strategies.

- a. Motion to move to Executive Session at 6:37pm: 1<sup>st</sup>: Lindsey 2<sup>nd</sup>: Shamy YES: Wright, Lindsey, Eggleston, Cook, Grow, Bahun, Shamy NAY: 0, Accepted 7-0

**14. Return to Regular Session:**

- a. Motion to return to Regular Session at 7:18pm: 1<sup>st</sup>: Lindsey 2<sup>nd</sup>: Shamy YES: Wright, Lindsey, Eggleston, Cook, Grown, Bahun, Shamy NAY: 0, Accepted 7-0

Motion to direct the interim City Manager to direct the law director to reply to Mr. Bridge's attorney, that we are going with our original offer sent, and request reply within 48 hours of receipt. 1<sup>st</sup>: Lindsey 2<sup>nd</sup>: Shamy YES: Wright, Lindsey, Cook, Grow, Bahun, Shamy NAY: Eggleston, Accepted 6-1

**15. Adjournment: 1<sup>st</sup> Lindsey 2<sup>nd</sup> Shamy @ 7:20 pm**

YES: Wright, Lindsey, Eggleston, Cook, Grow, Bahun, Shamy  
NAY: 0, Accepted 7-0

Mayor Bill Cook

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Clerk of Council Christine Stapleton

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**RECORD OF PROCEEDING**

MINUTES: CITY OF NEW CARLISLE, OHIO

WORK SESSION / SPECIAL MEETING @ Heritage Hall on 11/12/24 @ 6:00 pm

1. **Call to Order:** Mayor Cook calls the meeting to order.
2. **Roll Call:** Stapleton calls the roll – Cook, Grow, Bahun, Shamy, Wright, Lindsey, Eggleston  
7 members Present
3. **Invocation:** Chief Trusty
4. **Pledge of Allegiance:** All are welcome to participate
5. **Action on Minutes:** None
6. **Communications:** None
7. **City Manager’s Report:** None
8. **Committee Reports:** N/A
9. **Comments from Members of the Public** (Comments less than 5 minutes)
  - a. **John Krabacher, 307 N. Henry St:** In reference to the chicken regulation ordinance that will be voted on tonight, Need to not over regulate the chickens, the people voted to allow chickens, the fees seem to be un-necessary (\$5 annual fee and \$35 building permit for coop).
  - b. **Pat Krabacher, 307 N. Henry St:** Agree on the over-reach of the ordinance on the chicken regulations. It was agreed to have regulations and rules, but within reason. There will be a learning curve with this for both the residents and the city.
  - c. **D. Mowery, 315 Prentice Dr:** Addressed the building permit for the chickens, and should not be necessary, many people will be buying a coop kit, not building an accessory building.
  - d. **Ross Grow, 321 S. Scott St:** Agree the chicken ordinance is an overreach, these fees can make it more expensive to get started, hope this will be re-considered.
10. **Resolutions:** (1-Intro; - 1- Action\*)
 

**\*A. Resolution 2024-15R (Introduction, Public Hearing and Action Tonight)**  
A RESOLUTION AUTHORIZING A CLINICAL AFFILIATION AGREEMENT WITH C. CLARK STATE COLLEGE 1<sup>st</sup>: **Shamy, 2<sup>nd</sup>: Wright YES: Eggleston, Cook, Grow, Bahun, Wright NAY: Lindsey, Shamy: Accepted 5-0** ex: To allow the FD to be part of Clark State and students to come to New Carlisle for ride along, etc. This ordinance takes the liability off New Carlisle. Discussions with council based on the exhibit B related to vaccines, clarified these are Clark State requirements for any student in this program.
11. **Ordinances:** (2-Intro; - 6- Action\*)
 

**\*A. Ordinance 2024-28 (Introduction 06/10//24. Public Hearing and Action Tonight)**  
AN ORDINANCE AMENDING SECTION 618.21 OF THE CODIFIED ORDINANCES R REGARDING THE KEEPING OF CHICKENS AT RESIDENTIAL PROPERTIES WITHIN C CITY LIMITS 1<sup>st</sup>: **Shamy 2<sup>nd</sup>: Bahun YES: Eggleston, Cook NAY: Shamy, Wright, Lindsey, Grow, Bahun: Failed 2-5** ex.: Related to the permits for building and annual fee for chickens. Council discussed agreement with city members who spoke on this topic, all the regulations is not what the citizens voted for.

**\*B. Ordinance 2024-29 (Introduction 06/10/24. Public Hearing and Action Tonight)**  
AN ORDINANCE AMENDING ORDINANCE 2018-08 FOR THE PURPOSE OF UPDATING THE FEE SCHEDULE FOR MISCELLANEOUS FEES AND PERMITS REQUIRED BY THE CITY OF NEW CARLISLE, OHIO 1<sup>st</sup>: **Lindsey 2<sup>nd</sup>: Shamy YES: Eggleston, Cook NAY: Wright, Lindsey, Grow, Bahun, Shamy: Failed 2-5** ex: Add the \$5 annual fee and \$35 building permit to the fee schedules

**\*C. Ordinance 2024-52 (Introduction 09/16/24. Public Hearing and Action Tonight)**  
CREATING THE MONROE MEADOWS TAX INCREMENT FINANCING INCENTIVE DISTRICTS; DECLARING IMPROVEMENTS TO THE PARCELS WITHIN EACH INCENTIVE DISTRICT TO BE A PUBLIC PURPOSE AND EXEMPT FROM REAL PROPERTY TAXATION; REQUIRING THE OWNERS OF THOSE PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES; ESTABLISHING A MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF THOSE SERVICE PAYMENTS; REQUIRING THE DISTRIBUTION OF A PORTION OF THOSE SERVICE PAYMENTS TO THE TECUMSEH LOCAL SCHOOL DISTRICT AND THE SPRINGFIELD-CLARK CAREER TECHNOLOGY CENTER; AND SPECIFYING THE PUBLIC INFRASTRUCTURE IMPROVEMENTS THAT BENEFIT OR SERVE PARCELS IN THE INCENTIVE DISTRICT 1<sup>st</sup>:**Shamy 2<sup>nd</sup>: Wright YES: Lindsey, Eggleston, Cook, Grow, Bahun, Shamy Wright NAY: 0 : Accepted 7-0** ex: 3<sup>rd</sup> reading of this ordinance, readings have all been received for the water, sewer, and storm for the Monroe Meadows development.

**\*D. Ordinance 2024-57 (Introduction 10/28/24. Public Hearing and Action Tonight)**

AN ORDINANCE AUTHORIZING THE CITY MANAGER OR THE DIRECTOR OF PUBLIC SERVICE/ASSISTANT CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE CITY'S WATERMAIN AND SERVICE LINE REPLACEMENT PROJECT (DEV-2021-180945 CONTINUED ON THE NEXT PAGE 1<sup>st</sup>: Shamy 2<sup>nd</sup>: Lindsey YES: Eggleston, Cook, Grow, Bahun, Shamy, Wright, Lindsey NAY: 0: Accepted 7-0 ex: To begin replacing the old lead goosenecks, Outdoor Enterprise won the bid, and Choice One is the design engineer and handles construction.

**\*E. Ordinance 2024-58 (Introduced 11/4/24. Public Hearing and Action on 11/18/24)**

AN ORDINANCE AUTHORIZING THE CITY MANAGER, OR THE DIRECTOR OF PUBLIC SERVICE/ASSISTANT CITY MANAGER, TO ENTER INTO A CONTRACT FOR THE PURCHASE OF WATER SOFTENING ROCK SALT

**\*F. Ordinance 2024-59 (Introduced 11/4/24. Public Hearing and Action on 11/18/24)**

AN ORDINANCE AMENDING CHAPTER 276 OF THE CODIFIED ORDINANCES OF NEW CARLISLE FOR THE PURPOSE OF ESTABLISHING PARKS AND RECREATION AND PUBLIC SERVICE COMMISSIONS, AND TO PROVIDE GUIDELINES FOR COMMISSIONS *Council wanted clarification that this will include the amendments that were recently requested.*

**\*G. Ordinance 2024-60 (Introduced 11/4/24. Public Hearing and Action on 11/18/24)**

AN ORDINANCE AMENDING THE CITY OF NEW CARLISLE'S ZONING CODE TO ADD SOLAR ENERGY REGULATIONS

**Motion to break rules of council to go into Executive Session:** 1<sup>st</sup>: Eggleston 2<sup>nd</sup>: Bahun YES: Shamy, Wright, Eggleston, Cook, Grow, Bahun NAY: Lindsey: Accepted 6-1

**Motion to go into Executive Session at 6:38pm.** 1<sup>st</sup>: Shamy 2<sup>nd</sup>: Wright YES: Eggleston, Cook, Grow, Bahun, Shamy, Wright NAY: Lindsey: Accepted 6-1

**Motion to return to regular session at 6:45pm:** 1<sup>st</sup>: Lindsey 2<sup>nd</sup>: Shamy YES: Wright, Lindsey, Eggleston, Cook, Grow, Bahun, Shamy NAY: 0: Accepted 7-0

**\*H. Ordinance 2024-61E (Introduction Tonight. Public Hearing and Action Tonight)**

AN ORDINANCE ACCEPTING RANDY BRIDGE'S RESIGNATION AND APPROVING A SEPARATION AGREEMENT AND RELEASE, AND DECLARING AN EMERGENCY 1<sup>st</sup>: Lindsey 2<sup>nd</sup>: Shamy YES: Wright, Lindsey, Eggleston, Cook, Grow, Bahun, Shamy NAY: 0: Accepted 7-0

**\*I. Ordinance 2024-62E (Introduction Tonight. Public Hearing and Action Tonight)**

AN ORDINANCE APPOINTING HOWARD KITKO AS INTERIM CITY MANAGER, AND DECLARING AN EMERGENCY 1<sup>st</sup>: Shamy 2<sup>nd</sup>: Lindsey YES: Eggleston, Cook, Grow, Bahun, Shamy, Wright, Lindsey NAY: 0: Accepted 7-0

- a. Discussion on filling the vacant City Manager position, council questioned if funds are available for advertising. Mrs. Harris stated this money will come out of the same account for Legal ads. Mr. Kitko stated a supplemental will be needed to cover additional expenses, it will be introduced at an upcoming meeting. Council discussed timing for advertising and filling this position. Mr. Jefferies is to look at the charter to determine if the position is filled within, if the application process still needs to be completed, and council discussed options for filling internally or accepting applications.

**12. Other Business:**

- Additional City Business:
  - o Open for Discussion on City Related Business
    - Mr. Bahun discussed previous meeting where zoning changes were discussed, would like to direct Mr. Kitko to get with Planning to get the ball rolling on putting limits on types of businesses we would like to see downtown New Carlisle. Examples vape shops, etc.
    - Several citizens have asked council members about a Kroger coming to New Carlisle. Mr. Kitko stated there is a possibility of this after the new developments take off, but currently there is no plan for that.

13. **Executive Session:** To discuss the employment of a public employee

14. **Return to Regular Session:**

15. **Adjournment:** 1<sup>st</sup> Shamy 2<sup>nd</sup> Lindsey @ 6:57 pm

YES: Eggleston, Cook, Grow, Bahun, Shamy, Wright, Lindsey

NAY: 0, Accepted 7-0

Mayor Bill Cook

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Clerk of Council Christine Stapleton

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# City Manager Report

December 2, 2024

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## **A. DEPARTMENTAL REPORTS**

- The Following Departmental Reports will be given at the next City Council meeting that will be held on Monday, December 16, 2024
- Finance, Public Service, Fire/EMS, Police, Planning & Zoning, Mayor's Court Report

## **B. INFORMATIONAL ITEMS**

- Discussion Topics
  - Comprehensive Land Use Plan
    - Propose January 13 Work Session
  - Citizen/Employee of the Year Award
    - Propose January 13 Work Session
  - Policy or Other Items Council is Working On
    - Acting Clerk of Council
  - Cemetery
    - Columbarium
  - Bond and Ballot Information for City Council
    - Bond for New City Pool
    - Police Levy
  - Reserves at Honey Creek and Monroe Meadows
    - General Updates
    - Monroe Meadows
  - 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
  - Upcoming Legislation
    - Business Continuation Plan
    - 2025 Sheriff's Contract and 2025 Dispatching Agreement
      - ◇ Requested 60-day extension for negotiations with new sheriff
    - Residential Developments
      - ◇ Subdivider's Agreement with Warranty and Performance Bonds
  - Additional Discussion Topics
    - Informational- Student inquiry for an Official New Carlisle Flag

Attachment Summary: Lead Safe Ohio

Motion summary: NONE

# 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](mailto:dlackovich-vangorp@clarkcountyohio.gov)

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



A happy Clark Co family outside of their lead-free home!



The Lead Safe Ohio Program, which is part of Ohio Governor Mike DeWine's ongoing efforts to make more of Ohio's homes lead-safe for children and families,

is investing \$150 million toward state and local efforts.

Neighborhood Housing Partnership is partnering with the Clark County Lead Safe Ohio program to prevent lead poisoning and remediate homes of contamination.



**ORDINANCE 2024-60 \*AMENDED**

AN ORDINANCE AMENDING THE CITY OF NEW CARLISLE'S ZONING CODE TO  
ADD SOLAR ENERGY REGULATIONS

**WHEREAS**, Part Twelve, Title Six of the Codified Ordinances of the City of New Carlisle sets forth the City's zoning code; and

**WHEREAS**, an amendment to the zoning code is necessary to address solar energy systems in the City; and

**WHEREAS**, the Planning Director prepared Chapter 1295 – Solar Energy Regulations, an amended/modified copy of which is attached hereto as Exhibit A, for the purpose of adding regulations for solar energy systems in the City; and

**WHEREAS**, before the City's zoning code can be properly amended, the Planning Board and City Council must adhere to the procedures set forth in Chapter 1242 - Amendments; and

**WHEREAS**, on September 17, 2024, the Planning Board voted in favor of recommending that Chapter 1295 - Solar Energy Regulations be added to the zoning code; and

**WHEREAS**, City Council received the Planning Board's recommendation on October 7, 2024; and

**WHEREAS**, division (a) of Section 1242.11 requires Council to either adopt or deny the recommendation of the Planning Board or adopt some modification thereof in accordance with Section 4.14 of the City Charter; and

**WHEREAS**, City Council finds it to be in the best interests of the health, safety and welfare of the City and its inhabitants to adopt the Planning Board's recommendation and approve the addition of Chapter 1295 - Solar Energy Regulations, as amended/modified, to the zoning code; and

**WHEREAS**, the procedure to amend the zoning code, as set forth in Chapter 1242 of the Codified Ordinances, has been followed.

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

**SECTION 1.** Part Twelve, Title Six of the Codified Ordinances of the City of New Carlisle is hereby amended by adding Chapter 1295 – Solar Energy Regulations, an amended/modified copy of which is attached hereto as Exhibit A and incorporated herein by this reference.

**SECTION 2.** It is found that all formal actions of this Council concerning and relating to the adoption of this Ordinance were conducted in an open meeting of this Council, and that all deliberations of this Council that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Bill Cook, Mayor

\_\_\_\_\_  
Chris Stapleton, Clerk of Council

APPROVED AS TO FORM:

\_\_\_\_\_  
Jake Jeffries, DIRECTOR OF LAW

_____ Wright	Y	N
_____ Bahun	Y	N
_____ Lindsey	Y	N
_____ Mayor Cook	Y	N
_____ V. Mayor Eggleston	Y	N
_____ Shamy	Y	N
_____ Grow	Y	N
	<hr/>	
Totals:		
	Pass	Fail

Introduction and First Reading: 11/04/2024  
Second Reading: 11/18/24 \*Ordinance was amended during the 11/18/2024 Council Meeting  
Third Reading and Action: 12/02/2024  
Effective Date of Legislation: 01/01/2025

**CHAPTER 1295**  
**Solar Energy Regulations**

EXHIBIT A TO  
ORDINANCE  
2024-60  
\*AMENDED

- [1295.01](#) Intent.
- [1295.02](#) Definitions.
- [1295.03](#) Scope of Regulations.
- [1295.04](#) Permit Required.
- [1295.05](#) Procedure for Permit Application Review.
- [1295.06](#) Design and Performance Standards.
- [1295.07](#) Non-Conforming Solar Energy Panel Systems.

**1295.01 INTENT.**

It is the intent of this chapter to establish reasonable regulations governing the construction, modification, operation and abandonment by discontinuation of use of solar energy systems in the City of New Carlisle, subject to reasonable conditions that will protect the public health, safety and welfare while preserving the enjoyment of private property, promoting orderly land use and development, and allowing the safe, effective and efficient use of solar energy systems. Solar energy systems shall be considered a permitted use, conditional or otherwise, in any zoning district, subject to the requirements of any other applicable chapter of this the Zoning Code. In addition, this chapter provides a permitting process for solar energy systems to ensure compliance with the provisions, ~~of the~~ requirements and standards established herein.

**1295.02 DEFINITIONS.**

As used in this chapter:

- (a) "Abandonment" means choosing to give up or discontinue use of the solar energy ~~generation~~ system in whole or part.
- (b) "Alternating-current (ac) module" means a complete, environmentally protected unit consisting of solar cells, optics, inverter, and other components, exclusive of tracker, designed to generate ac power when exposed to sunlight.
- (c) "Applicant" means the person or entity filing an application under this Chapter.
- (d) "Array" means a mechanically integrated assembly of modules or panels with a support structure and foundation, tracker and other components, as required, to form a direct-current power producing unit.
- ~~(e) "Facility owner" means the entity or entities having equity interest in the solar energy facility, including their respective successors and assigns.~~
- (e) "Ground mount" means a solar energy electrical system that is mounted directly to a ground mounted structure instead of solely on a building wall or roof.
- (f) "Operator" means the entity responsible for the day-to-day operation and maintenance of the solar energy system.
- (g) "Owner" means the titled owner(s) and/or any successor(s) to the title of the real property where the solar energy system is located.
- (h) "Solar cell" means the basic photovoltaic device that generates electricity when exposed to light.
- (i) "Solar energy system" (active or passive) means the equipment, assembly or building construction and requisite hardware that provides and is used for collecting, transferring, converting, storing or using incident solar energy for water heating, space heating, cooling, generating, electricity or other applications that would otherwise require the use of a conventional source of energy such as petroleum products, natural gas, manufactured gas, or electricity produced from a nonrenewable resource. Such systems include Passive Solar Energy Systems that capture the Sun's energy through ~~in~~ building design and construction components, Solar Thermal Energy Systems that convert sunlight to heat which can be used for things like ~~as in~~ a hot water tank or swimming pool, and Photovoltaic Solar Energy Systems that convert sunlight to electricity.
- (j) "Solar panel" means a component of a solar energy system that captures the sun's energy ~~one of any type of assembly that~~ and produces energy, either electrical, heat or hot water, for use or distribution, including ~~include~~

PV (Photovoltaic), an electrical device consisting of an array of connected solar cells, heat collectors and interstitial spaces such as including Trombe panels, and or hydronic panels for water heating systems.

(k) "Solar photovoltaic systems" means the total components and subsystems that, in combination, convert solar energy into electrical energy suitable for connection to a utilization load.

### **1295.03 SCOPE OF REGULATIONS.**

(a) Solar energy systems shall be permitted or conditionally permitted in all zoning districts.

(b) No solar energy system shall be erected, constructed, installed or modified, except as permitted in Section [1295.05](#), without first receiving a zoning permit pursuant to Section [1244.10](#).

(1) No person shall construct, erect, maintain, extend or remove a solar energy system in any zoning district in the City without compliance with the provisions of this chapter and applicable related requirements of the Zoning Code ~~entire ordinance~~.

(2) Solar energy systems constructed prior to the effective date of this chapter shall not be required to meet the requirements of this chapter ~~code~~; unless any physical condition or modification renders such system unrepairable or unusable. If any pre-existing solar energy system is damaged or destroyed to such an extent that it cannot be returned to original service or any such damage or modification creates an unsafe condition, then it shall be replaced or removed in conformity to with this chapter and pursuant to Sections ~~Chapter~~ [1295.07](#) and [1282.06](#)

A. Like-kind replacements of panels shall not require applicable electrical and general building permits.

B. Like-kind replacements of entire ground-mount solar energy systems shall require proper zoning approval and applicable electrical/building permits.

### **1295.04 PERMIT REQUIRED.**

(a) A solar energy system permit pursuant to the provisions of ~~Section [1240](#) Title 6 of the Zoning Code of the Municipality of New Carlisle, Ohio~~ shall be required for each solar energy system unless specifically exempted by this chapter.

(b) A solar energy system for which a permit has been issued shall not be modified, relocated, altered or replaced, nor shall design elements of any building or lot upon which such solar energy system is maintained be modified, relocated, altered or replaced, if any such design element constituted a basis for approval of such solar energy system ~~sign~~; unless an amended or new permit is obtained consistent with these regulations.

(c) Ground-mounted solar energy systems in Residential, R-Pud, Central Business and General Business Districts are required to have a Conditional Use permit. See Chapter [1244.10](#) [1284](#) of the Zoning Code.

### **1295.05 PROCEDURE FOR PERMIT APPLICATION REVIEW.**

In accordance with Section [1244.10](#) – Zoning Permit Required, a solar energy system shall be subject to receiving a zoning permit prior to installation or modification thereof. Ground-mounted solar energy systems in Residential, R-Pud, Central Business and General Business Districts are required to also have a Conditional Use permit. The issuance of a zoning permit shall comply with the following requirements:

Site plan review. A site plan shall be submitted for review. The following items shall be the minimum requirements for a complete application. The need for outside assistance in order to fully review the proposed solar energy system, as determined by the City, shall come at the applicant's own expense. The site plan shall include the following:

1. Property lines and physical dimensions of the ~~applicant's~~ property.
2. Location, dimensions, and types of existing structures on the property.
3. Location and dimensions of the proposed solar energy system with setback requirements.
4. All overhead utility lines.



5. The site plan must be prepared and stamped by a professional engineer or surveyor licensed to practice in the State of Ohio.
6. Solar energy system specifications, including manufacturer, model, number of solar panels and mounting equipment.
7. Documentation shall be provided regarding the evidencing notification ~~with to~~ the utility company of intent regarding the applicant's installation of a solar energy system if the solar energy system will be connected to the power grid.
8. Foundation blueprints for ground mounted solar energy systems.
9. Evidence of compliance with or ~~non-~~inapplicability of with all applicable pertinent Federal, State, and local laws, rules and regulations.
10. Compliance with all requirements of the zoning district in which the solar energy system will be located.
11. Documentation providing the City of New Carlisle with permission to enter the rear yard ~~premises of a residential and nonresidential~~ of the property for inspections and code compliance.
12. Documentation from ~~property~~ the owner providing permission to install the solar energy system.

### **1295.06 DESIGN AND PERFORMANCE STANDARDS.**

(a) Lighting. Solar energy systems shall be lit only if required by an applicable authority. Lighting of other parts of the solar energy systems, such as appurtenant structures, shall be limited to that required for safety and operational purposes, and shall be reasonably shielded from abutting structures.

(b) Appearance and Signage. The factory or original equipment manufacturer identification and/or logo are permitted. Required signage and emergency services disconnect placard shall be appropriate warning signs (Danger-High Voltage or Caution-Electrical Shock Hazard or any other recognized safety precaution signage) and installed at the base of the solar array.

(c) Building Permits are required by the county where the property is located ~~Clark County, Ohio.~~

(d) Electrical Permits are required by the county where the property is located ~~Clark County, Ohio.~~

(e) Utility Notification. Permits for solar energy systems shall not be issued until evidence has been provided that the utility company approves the customer's intent to install an interconnected customer-owned generator. Applicant shall supply the letter of approval from the utility company at the time of application.

(f) Completion. A solar energy system installation shall commence within six months of the issuance of the zoning permit and shall be completed and operational within one year from the date of commencement of installation. Commencement of installation shall be the date the solar panels are placed into position. If the solar energy system is not completed within the stated time period, the applicant or facility owner ~~or operator or the landowner~~ shall be required, at his or their expense, to complete decommissioning of the site within 180 days without exception.

(g) Solar Access Easements. Ohio R.C. 5301.63 sets forth the requirements for solar access easements. For the purpose of ensuring adequate access of solar energy collection devices to sunlight, any person may grant a solar access easement. Such easements shall be in writing and subject to the same conveyance and recording requirements as other easements. Any instrument creating a solar access easement shall be recorded in the county recorder's office where the property is located ~~Clark County Recorder's Office.~~

(h) Installation. Solar Panels must be installed in accordance with the manufacturer's design and operation standards, as well as all local, county, state and federal guidelines. Reasonable access for emergency response shall be provided to all solar energy systems and components including a twenty-four (24) inches clear area around all flat-roof or ground-mounted solar array(s).

(i) Roof-Mounted. Roof-mounted solar energy systems shall be permitted in all zoning districts provided the roof-mounted solar system meets all other requirements of the zoning and building regulations, including design review, and all applicable local and state fire and building codes. Pitched roof-mounted arrays shall be parallel to the roof. The distance between the roof and the uppermost portion of the solar panels shall not exceed eighteen (18) inches. Pitched-roof-mounted solar systems shall not be located within thirty-six (36) inches of the edge of

the roof. Roof-mounted panels on a flat roof shall not project vertically more than five (5) feet from the surface of the roof and shall be buffered as prescribed by the Zoning Code.

(1) Roof mounted solar energy systems located on a flat roof, the horizontal portion of a mansard roof or a roof surrounded by a parapet shall be set back a minimum of five feet from all edges of the roof.

(2) Roof mounted solar energy systems located on a pitched roof must be set back a minimum of three feet from the edge of the roof and ridgeline.

(3) Roof mounted solar energy systems shall not be located on a front building elevation, or on any elevation facing within ninety degrees of the front building elevation.

(j) Height.

(1) Ground mounted solar energy systems may not exceed fifteen feet in height as measured from the ground to the maximum height of the solar energy system.

(2) Roof mounted solar energy systems located on a flat roof, the horizontal portion of a mansard roof or a roof surrounded by a parapet shall be mounted flush or on racks, with the panel or rack extending no more than five feet above the highest point of the roof excluding chimneys, antennae, parapets, and other similar projections.

(3) Roof mounted solar energy systems located on a pitched roof must be mounted flush with the plane of the panels parallel with the roof surface, with the panel no more than twelve inches from the surface of the roof at any point.

(4) Roof mounted solar energy systems are not included in the height calculations of the zoning district in which they are located

(k) Ground-Mounted.

(1) Ground-mounted solar panels located on the ground or attached to a framework located on the ground shall not exceed fifteen (15) feet in height above the adjacent grade.

(2) All related mechanical equipment, other than the actual photoelectric panels, shall be fully buffered from the adjacent properties by fencing and/or by evergreen plantings as prescribed by city ordinance and must be maintained and effective throughout the life of the solar energy system. Buffering shall permit work access to the panel and shall conform to Sections Chapter [1240.05 \(11\)](#) and Chapter [1280.17](#).

(3) Ground-mounted solar panel arrays shall not exceed minimum rear yard area within the setbacks defined by other chapters of the Zoning Code. Ground mounted solar energy systems shall adhere to the following requirements:

A. Ground mounted solar energy systems shall be located in the side or rear yard of the property. Locating solar energy systems in the front yard is prohibited.

B. Ground mounted solar energy systems must adhere to all accessory structure building setback requirements set forth in Section 1280.26 and by other Chapters and all other setback requirements of the zoning district in which they are located.

(4) Non-Residential. Ground-mounted solar energy systems shall be permitted by right in all Industrial (I) Districts Zones. Any proposed ground-mounted solar energy system may be located within any yard subject to applicable setback requirements for accessory structures and front setback requirements for principal structures within the designated I District. Ground-mounted solar energy systems in General Business and Central Business Districts are required to have a Conditional Use permit and approval from the City of New Carlisle Planning Board. See Chapter [1284](#) of the Zoning Code.

Non-Residential Conditional Uses:

GB General Business Districts [1268.04](#)

CB Central Business Districts 1270.04

I-1 Light Industrial District 1272.08

A Agricultural District 1274.08

(5) Residential.

A. No ground installations are permitted by right except Agricultural (A) Districts and R-Pud. Any proposed ground-mounted solar panels are conditional uses based on full compliance with this Zoning Code and approval from the City of New Carlisle Planning Board. Ground-mounted solar energy systems in Residential and R-Pud, ~~and General Business~~ Districts are required to have a Conditional Use permit. See Chapter 1284 of the Zoning Code.

Residential Conditional Uses:

R-2 Low Density Residential Districts 1252.04

R-4 One and Two-Family Residential Districts 1254.04

R-5 Medium Density Residential Districts 1256.04

R-6 Medium-High Density Single-Family Residential Districts 1258.04

R-7 High Density Single-Family Residential Districts 1260.04

R-12 Multifamily Residential Districts 1262.04

OA Office-Apartment Districts 1266.04

B. If approved, ground-mounted solar energy systems shall not be permitted in the front or side yard of a residential property. It shall be permitted in the rear yard of a residence. Such equipment shall be subject to the applicable rear yard coverage regulations and setbacks for accessory structures in residential districts as set forth in Section Chapter 1280.26 or other prevailing chapters of the Zoning Code.

(6) Lot Coverage. Ground mounted solar energy systems shall count towards the lot coverage calculation for the zoning district in which they are located.

Residential Lot Coverage Requirements:

R-2 Low Density Residential Districts 1252.09

R-4 One and Two-Family Residential Districts 1254.09

R-5 Medium Density Residential Districts 1256.09

R-6 Medium-High Density Single-Family Residential Districts 1258.09

R-7 High Density Single-Family Residential Districts 1260.09

R-12 Multifamily Residential Districts 1262.09

OA Office-Apartment Districts 1266.09

Non-Residential Lot Coverage Requirements:

GB General Business Districts 1268.09

CB Central Business Districts 1270.09

I-1 Light Industrial Districts 1272.09

A Agricultural Districts 1274.09

(l) Fees. See Section Chapter 1244.16 for the fee schedule pertaining to conditional use, new ~~non-residential~~ construction and accessory structures.

(m) Abandonment.

(1) At such a time a solar energy system is scheduled to be abandoned or operation is to be discontinued, the applicant owner shall ~~will~~ notify the Planning Department of the proposed date of abandonment or discontinuation of use. If applicant the owner fails to provide such notification ~~notify either department~~, then in that event the provisions contained under subsection (m)(3) ~~(h)(2)~~ ~~herein~~ below shall apply.

(2) Upon abandonment or discontinuation of use, the owner shall physically remove the solar energy system within one hundred eighty (180) days from the date of abandonment or discontinuation of use. This

period may be extended for sixty (60) days at the request of the owner but only upon the approval of the Planning Director. "Physically remove" shall include, but not be limited to:

- A. Removal of the solar energy system and related above grade structures; and
- B. Restoration of the location of the solar energy system to its natural condition, except that any landscaping and grading may remain in the after-conditions.

(3) In the event that an applicant the owner fails to give such notice, the solar energy system shall be considered abandoned or discontinued if the system is out-of-service for a continuous six-month period. After the six-month period of inoperability, the Planning Director shall issue a Notice of Abandonment to the owner ~~and operator of the solar energy system and, if residential, the property owner~~. The owner shall have the right to respond to the Notice of Abandonment within thirty (30) days from receipt of the Notice ~~receipt time~~. The Planning Director shall withdraw the Notice of Abandonment and notify the owner that the Notice has been withdrawn if the owner provides sufficient information that demonstrates the solar energy system has not been abandoned.

(4) If the owner fails to respond to the Notice of Abandonment or if after review by the Planning Director it is determined that the solar energy system has been abandoned or its use discontinued, the owner ~~of the solar energy system~~ shall remove the solar energy system at the owner's sole expense within sixty (60) days of receipt of the Notice of Abandonment. An extension may be granted to the owner applicant for just cause by the Planning Director.

## **1295.07 NONCONFORMING SOLAR ENERGY SYSTEMS.**

### (a) Definitions.

(1) A legal nonconforming solar energy system is any solar energy system which existed ~~exists~~ at the time of the adoption of Chapter 1295 ~~this sign code~~ that was legally erected, constructed or modified prior to enactment of this solar energy system code, but fails to conform to the provisions specified herein.

(2) An illegal nonconforming solar energy system is any solar energy system which existed ~~exists~~ at the time of the adoption of Chapter 1295 ~~this sign code~~ that was not legally erected, constructed or modified prior to enactment of this solar energy system code and fails to conform to the provisions specified herein.

(b) Burden of Proof. The burden of establishing that any nonconforming solar energy system is a legal nonconforming solar energy system, as defined by this section, shall in all cases be upon the owner of such nonconforming solar energy system and not upon the City.

(c) Legal Nonconforming Status. When an existing solar energy system structure violates the minimum setback requirement from the City right-of-way, a solar energy system may be mounted to the structure, provided that it does not violate any other regulations of this chapter. A legal nonconforming solar energy system shall immediately lose its legal nonconforming status and must be brought into compliance with the solar energy system code or be removed if any of the following circumstances apply:

- (1) The solar energy system structure is relocated; ~~or~~
- (2) The solar energy system structure is replaced; or
- (3) The solar energy system is structurally altered in any way.

### (d) Required Solar Energy System Maintenance and Repair.

(1) All legal nonconforming solar energy systems shall be kept in good repair and be maintained in a safe condition.

(2) Nothing in this section shall relieve the owner ~~or user of a legal nonconforming solar energy system sign~~ or owner of the property where ~~on which~~ the legal nonconforming solar energy system sign is located from the provisions of these regulations regarding safety, maintenance and repair of solar energy systems, provided however, that any other normal maintenance or repair of the solar energy system or solar energy system structure shall not modify the solar energy system structure in any way.

**ORDINANCE 2024-63**

AN ORDINANCE AMENDING SECTION 238.03 OF THE CODIFIED  
ORDINANCES OF THE CITY OF NEW CARLISLE REGARDING THE  
DIVISION OF FIRE

**WHEREAS**, the Fire Division, within the Department of Public Safety for the City of New Carlisle, Ohio, protects the City’s citizens and businesses from fire and disaster; and

**WHEREAS**, the men and women of the Fire Division put their lives on the line every day to provide this protection; and

**WHEREAS**, compensation for Fire Division personnel was last increased during March of 2023; and

**WHEREAS**, City Council has determined that the current wage scale should be adjusted to make compensation more competitive with surrounding area departments in order to ensure that the City retains the best and most qualified Fire Division personnel.

**NOW, THEREFORE, THE CITY OF NEW CARLISLE HEREBY ORDAINS** that Division (a) of Section 238.03 of the Codified Ordinances of the City of New Carlisle be amended as follows, with the compensation changes effective as of the first pay period 15 days after the passage of this ordinance:

**238.03 COMPENSATION.**

(a) All personnel shall be paid bi-weekly and compensated based on their level of training as specified below.

(1) Firefighter	<del>\$13.00</del> \$14.50
(2) Firefighter/EMT A	<del>\$17.00</del> \$18.50
(3) Firefighter/EMT B	<del>\$16.00</del> \$17.50
(4) Firefighter/paramedic	<del>\$18.00</del> \$19.50
(5) Lieutenant	Base + \$1.00
(6) Captain	Base + 1.50
(7) Assistant Chief	<del>\$20.00</del> \$23.00
(8) Chief/Administrator	<del>\$21.75</del> \$26.00
(9) Trainee	Federal minimum wage

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Bill Cook, Mayor

\_\_\_\_\_  
Chris Stapleton, Clerk of Council

APPROVED AS TO FORM:

\_\_\_\_\_  
Jake Jeffries, DIRECTOR OF LAW

Introduction and First Reading: 11/18/2024  
Second Reading and Action: 12/02/2024  
Effective Date of Legislation: 12/17/2024

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

# ORDINANCE 2024-64

## AN ORDINANCE AMENDING THE COMPENSATION FOR THE CLERK OF COUNCIL

**WHEREAS**, Section 4.09 of the City Charter requires City Council to appoint a Clerk of Council; and

**WHEREAS**, Section 4.09 of the City Charter further provides that the Clerk of Council shall receive compensation as established by ordinance; and

**WHEREAS**, City Council has determined that increasing the compensation of the Clerk of Council from \$400 to \$600 per month is warranted due to the amount of time required to perform the Clerk’s responsibilities.

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

- Section 1.      Beginning January 1, 2025, the Clerk of Council’s compensation shall be \$600 per month.
  
- Section 2.      The compensation established by this ordinance supersedes the Clerk of Council’s compensation set forth in any prior ordinance.
  
- Section 3.      The Director of Finance is hereby authorized and directed to appropriate funds necessary to meet the compensation established by this ordinance.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Bill Cook, Mayor

\_\_\_\_\_  
Chris Stapleton, Clerk of Council

APPROVED AS TO FORM:

\_\_\_\_\_  
Jake Jeffries, DIRECTOR OF LAW

Introduction and First Reading: 11/18/2024  
Second Reading and Action: 12/02/2024  
Effective Date of Legislation: 12/17/2024

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

**ORDINANCE 24-65**

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MIAMI VALLEY LIGHTING, LLC FOR STREET LIGHTING SERVICES

**WHEREAS**, the lighting of roadways and neighborhoods enhances public safety and security;  
and

**WHEREAS**, Miami Valley Lighting, LLC is willing to continue to provide and operate lighting luminaires and associated equipment on a long-term basis for the purpose of providing full-service lighting;  
and

**WHEREAS**, the City of New Carlisle desires to continue to purchase such lighting services from Miami Valley Lighting, LLC.

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

SECTION 1. That the City Manager, on behalf of the City of New Carlisle, is authorized and directed to enter into the attached agreement with Miami Valley Lighting, LLC for street lighting services for the period beginning January 1, 2025 and ending December 31, 2029.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Bill Cook, Mayor

\_\_\_\_\_  
Chris Stapleton, Clerk of Council

APPROVED AS TO FORM:

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

Intro: 11/18/2024  
Action: 12/02/2024  
Effective: 12/17/2024

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



# CITY OF NEW CARLISLE

## Clark County, State of Ohio

### *Street Lighting Agreement*

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This Street Lighting Agreement (this “Agreement”) is made and entered into to be effective as of January 1, 2025, (the “Effective Date”) by and between Miami Valley Lighting, LLC (“MVLt”) and CITY OF NEW CARLISLE, Clark County, State of Ohio (the “Customer”). MVLt and the Customer may be referred to individually as a “Party” and collectively as the “Parties.”

**Whereas**, the lighting of roadways and neighborhoods enhances public safety and security; and

**Whereas**, MVLt is willing to own, maintain, and operate lighting fixtures and associated equipment on a long-term basis to provide full service lighting services and is also willing to provide other street lighting related services; and

**Whereas**, the Customer desires to purchase such full service lighting services from MVLt at the prices and on the terms set forth herein.

**Now, therefore**, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Term:**

- A. **Initial Term.** The initial term of this Agreement shall commence on January 1, 2025 and shall remain in effect through December 31, 2029 (the “Initial Term”).
- B. **Renewal Term.** MVLt may renew this Agreement for an additional term of the same duration as the Initial Term by providing written notice to renew at least 60 days prior to the end of the Initial Term (a “Renewal Term” and together with the Initial Term, the “Term”). MVLt’s written notice to renew shall become effective automatically beginning on the day after the end of the Initial Term, if MVLt does not propose a change in its rates as set forth in the Appendices hereto. If MVLt does propose a change in its rates, such proposal shall be included in its written notice to renew and the Customer shall have 30 days after receipt of such notice to provide written notice that it is rejecting the rate change and the renewal. If the Customer timely provides such written notice of rejection, this Agreement shall terminate at the end of the Initial Term. If the Customer accepts or fails to respond to MVLt’s written notice to renew with included rate changes, this Agreement shall be extended for the Renewal Term with the changes in rates as proposed.

2. **Service:** MVLt shall provide the Customer’s full service street lighting needs and various other related street lighting services designed to illuminate the streets, roads and public places within the Community. Full service street lighting is the provision of street lighting by MVLt using MVLt owned lighting fixtures and associated equipment operated and maintained by MVLt and attached to poles owned by MVLt, AES Ohio or other entity, or Customer.

3. **Full Service Lighting Charges:** The individual prices for full service street lighting fixtures/poles are set forth in Appendix A hereto, which is incorporated herein by reference. In Year 2 and Year 4 of the initial term and continuing every other year through any subsequent renewal term the monthly charges will be increased according to the below calculated inflation adjustment, but no set of price increases in any year shall be less than 4% or more than 8% from the prices in effect in the preceding year. Customer will be notified by a letter or e-mail dated no later than June 30 for an increase in the following calendar year.

Calculation of Inflation Adjustment:

- Base Index is the CPI-U US City Average for all items for the month of May 2024.
- Current Index is the CPI-U US City Average for all items for the most recent May prior to the rate adjustment.
- Inflation Adjustment shall be the percentage change from the Base Index to the Current Index, rounded to one decimal place.
- Adjusted Price is the contracted full service lighting charges multiplied by the inflation adjustment within the boundaries described above. This calculation will not be used to decrease pricing.

Example Calculation

Base Index (May 2023) = 314.069

Current Index (May 2024) = 325.000 (Example Only)

Example Calculation: Inflation Adjustment:  $(325.000 - 314.069) / 314.069 = 3.5\%$ ; Adjusted Price = 1.035 x applicable Appendix A or B rates.

4. **Billing and Payment:** Unless otherwise agreed to by the Parties, the charges assessed hereunder shall be billed by MVLT and paid by the Customer on a **monthly** basis. Bills shall be issued on or about the fifteenth of the month. All bills issued for services rendered hereunder shall be due and payable to MVLT within thirty (30) days of the mailing date of said bills. Payments received after the due date will be subject to interest at the rate of one and one-half percent (1.5%) per month on all balances past due; provided, however, that if the Customer contests the amount of a bill, the portion of the bill which is contested in good faith will not be subject to the delayed payment charge if the Customer notifies MVLT prior to the due date for payment of the fact that it is contesting and provides the reason it believes such portion of the bill to be incorrect.
5. **Temporary Disconnection:** It may become necessary at times to temporarily disconnect certain street lighting fixtures. MVLT shall temporarily disconnect any of its fixtures at the Customer's request and for such requested disconnection, MVLT shall assess and Customer shall pay a charge of \$150.00 for each physical disconnection and each physical reconnection of a street lighting fixture. During the period a light has been disconnected, but not removed, at the Customer's request, the monthly service charge will be 60% of the applicable full service lighting charge set forth on Appendix A.
6. **New Full Service Lighting Installations:** This section applies only to wholly-new installations where no existing street light fixtures are present. Replacement installations are addressed in other sections.
  - A. Monthly charges are as set forth in Appendix A as adjusted by Section 3. Additionally, the Customer shall pay a one-time installation charge for the installation of new standard street lighting fixtures and equipment as set forth in Appendix B hereto, incorporated by reference hereto and as adjusted by Section 3 without caps on upward adjustments. In the event AES Ohio requires metering for any new full service street light installations during the term of the agreement or imposes other requirements on MVLT not required at the time this Agreement is executed, the provisions of Section 13 will also apply.
  - B. The standard street lighting installation of MVLT equipment will be Light Emitting Diode (LED) cobra head fixtures at the Tier I, Tier II, Tier III, or Tier IV levels. These lights will be installed on existing or new wood or metal poles provided by MVLT, AES Ohio, other entity, or Customer, where electricity for the lighting can be supplied with overhead conductor spans served from the Electric Distribution Utility's (EDU) existing secondary distribution system using accepted engineering standards. Should the Customer choose to have MVLT install a standard cobra head fixture on an AES Ohio or other pole, and to the extent that AES Ohio or other pole owner charges ("third-party charges") MVLT to have the fixture installed, MVLT will pass-through and the Customer will pay MVLT for such third-party charges. MVLT will offer decorative type light fixtures of types and styles designated by MVLT. The decorative lighting fixtures will be available for installation on appropriate MVLT or other entity provided poles.
  - C. Installation of new fixtures/poles pursuant to this Section 6 will be scheduled by MVLT after receiving final approval by the Customer of MVLT's proposal and plans for installation and receipt of purchase order for the

above-described charges from the Customer's authorized agent.

- D. MVLt can provide a selection of street light product offerings. If the Customer desires a street light product not in MVLt's offerings, MVLt will work with the Customer in an effort to develop a proposal for the desired street light product. Additional charges may apply and will be included in the proposal.
  - E. Fixture Minimum Service Life. The Customer agrees that any new full service lighting installations and/or luminaires added by MVLt within the Customer during the term of this Agreement under this Section 6 will remain in place during the Term of this Agreement.
7. **Existing Full Service Installations:** This section applies to installations in existence as of the date of execution of this Agreement
- A. Monthly charges are as set forth in Appendix A as adjusted by Section 3. In the event AES Ohio requires metering for any new full service street light installations during the term of the agreement or imposes other requirements on MVLt not required at the time this Agreement is executed, the provisions of Section 13 will also apply.
  - B. Mercury vapor fixtures may be replaced at MVLt's discretion with an LED cobra head fixture of the appropriate Tier to provide comparable lumens. The Customer will pay the monthly full service charge for the new fixture.
  - C. Any inoperable High-Pressure Sodium (HPS) cobra head or decorative fixture will be changed out to the equivalent size LED fixture at no change-out charge to the Customer. As each luminaire is replaced, the corresponding HPS luminaire shall be removed from the fixture inventory and the corresponding LED luminaire shall be added to the fixture inventory. Thereafter, the Customer will pay the monthly full service charge for each LED fixture. If, in the judgment of MVLt, a lighting fixture becomes obsolete or will no longer be serviceable, MVLt will change the light out to a standard MVLt street light fixture at no change-out cost to the Customer. The Customer will pay the monthly full service charge for the new fixture. MVLt may also change lighting fixtures to technically or economically superior equipment.
  - D. All change-outs or other changes to existing fixtures or poles not specifically addressed in this Agreement, including but not limited to change-outs from or to other non-standard fixtures or involving relocation of fixtures or mast arms on existing poles will be done only if the Customer requests such work, and there is mutual agreement by the Customer to the charges proposed for such work by MVLt.
8. **Non-Standard Street Lighting Installations:** MVLt may also install and sell to the Customer certain non-standard lighting system components for prices which will be quoted by MVLt. MVLt will install standard mast arms and lighting fixtures on non-standard Customer-owned or provided poles in accordance with the terms and charges specified in Section 6, herein. The prices for certain specified non-standard installations will be developed on a case-by-case basis and mutually agreed to by both parties. MVLt is not obligated but may agree to provide other non-standard installations pursuant to a proposal that may include additional charges.
9. **Changes to Existing Lighting Equipment:** As a general rule, MVLt will relocate street lights at no charge to the Customer when such relocation is required for completion of Customer public works projects such as road reconstruction, installation of water mains, storm sewers etc. MVLt will not be required to remove a street light facility on a temporary basis and any temporary disconnection will be charged in accordance with Section 5 of this Agreement.
10. **Overhead Installations:** MVLt will provide all wiring to lighting. Standard wiring will be spans of overhead conductor operating at one of MVLt's standard secondary voltages.
11. **Underground Installations:** If required by code or designated by the Customer, trenching and associated costs

to provide underground service will be the responsibility of the Customer, which can be fulfilled either by the Customer performing such work (including all trenching, back filling, pavement cuts and repairs, and associated work and/or costs for the installation of underground wiring) or by hiring MVLt to perform such work at a separately negotiated charge. All work must be completed in accordance with the MVLt specifications.

12. **Poles:**

A. General Provisions and Responsibilities.

Existing poles, owned by MVLt, AES Ohio or another entity or the Customer, will be used for the installation of new or replacement fixtures whenever practical. Otherwise, MVLt will install lights on new MVLt owned poles or poles provided by the Customer.

Where MVLt installs fixtures on poles owned or provided by the Customer, it will be the responsibility of the Customer to provide replacement poles and materials and maintenance when necessary. The Customer will pay MVLt for all reasonable work performed by MVLt to install, maintain, or repair Customer-owned/provided poles when performed on an emergency basis.

Additionally, MVLt may quote charges for repairs, replacement, and maintenance of Customer-owned/provided poles on a non-emergency basis upon request for such a quote from the Customer.

B. Charges for Poles Owned by MVLt.

- i. New Poles. Appendix A sets forth the monthly charges applicable to existing and new installations. Appendix B sets forth the one-time installation charge for new poles that are not replacement poles. Installation charges set forth in Appendix B will be inflated using the inflation adjustment calculated in Section 3, using May 2024 as the Base Index and without a cap on upward price adjustments.
- ii. Replacement Poles. MVLt will not install a steel pole as a replacement for any existing pole. Spun aluminum poles will replace existing spun aluminum poles or steel poles. There will be no installation charge for like for like replacements of wood or metal poles of the same height as the pole being replaced. If an existing pole is replaced with a different type of pole or a taller pole then the pole is treated as a new installation and there is a one-time installation charge (Appendix B) plus a monthly charge (Appendix A).
- iii. Pole Maintenance. In order to maintain lighting reliability, MVLt full service lighting includes wood pole testing and treatment on a periodic cycle according to industry standards. MVLt poles that fail testing will be scheduled for replacement at no additional charge to the Customer. All MVLt poles wood, metal or decorative will be replaced when damage or condition indicate the need for replacement. MVLt will not paint poles. MVLt, however, will allow the Customer to paint steel poles if desired. If the Customer desires to paint poles owned by MVLt, the Customer must agree to MVLt's liability waiver. In addition, MVLt will handle all claims activity related to accidents affecting MVLt poles and equipment.
- iv. Pole Charges. MVLt owned metal poles will be charged according to the monthly pole charges listed in Appendix A. Beginning in Year 2 of the initial term of this contract all MVLt owned wood poles will be charged as listed in Appendix A. Appendix A prices will be inflated using the inflation adjustment calculated in Section 3. If an existing pole was installed prior to January 1, 1995, the monthly charge for the existing or replacement pole is as set forth in Appendix A "Pole Installations Existing on January 1, 1995". The monthly charge for all other replacement poles is set forth in Appendix A "Newer Installations of MVLt Decorative, Metal or Wood Poles".

13. **Pass-through of Utility Metering Charges:** In the event AES Ohio requires metering for any full service street light installations during the term of the agreement or imposes other requirements on MVLt not required at the time this Agreement is executed, the Customer will reimburse MVLt for all one-time and ongoing additional costs associated with complying with such new requirements, including costs for metering equipment and associated

wiring, installation costs, any costs associated with AES Ohio-required remote meter-interrogation capability, and ongoing additional charges from AES Ohio such as the monthly customer charge imposed by AES Ohio for each installed meter for street lighting service. AES Ohio's current monthly customer charge for installed meters and non-energy charges for street lighting service is \$29.53 per month, which is subject to change from time-to-time pursuant to review and order of the Public Utilities Commission of Ohio. AES Ohio energy charges, however, are included in the full service charges from MVLT to the Customer.

14. **Installation:** MVLT will be permitted to install, in public right-of-way, MVLT-owned wires, poles, guys, and other equipment it deems necessary to provide the services agreed upon hereunder at no cost to MVLT for the use of public right-of-way.
15. **Period of Illumination; DISCLAIMER; LIMITATION ON LIABILITY:** All lights will be illuminated in accordance with an "ALL NIGHT AND EVERY NIGHT SCHEDULE," which is every night from approximately one-half hour after sunset of one day, until approximately one-half hour before sunrise of the next day. This will result in each fixture being illuminated approximately 4,000 hours per year. MVLT DOES NOT GUARANTEE CONTINUOUS LIGHTING WITHOUT DISRUPTION OR INTERRUPTION AND WILL NOT BE LIABLE TO THE CUSTOMER OR ANYONE ELSE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM/OR IN ANY WAY CONNECTED TO THE LOSS OF ILLUMINATION AT ANY TIME. MVLT WILL USE COMMERCIALY REASONABLE EFFORTS TO RESTORE LIGHTING SERVICE WHEN INTERRUPTED WITHIN THE TERMS DESCRIBED HEREIN.
16. **Outages:** The Customer shall promptly report to MVLT all luminaries which are not illuminated. MVLT will have all such reports investigated within three (3) working days and endeavor to restore service to any luminaries which can be repaired by routine repairs, such as lamp, photocell or fuse replacement. When more complex repair work is required, such as fixture replacement, electrical system failures or structural repairs, including pole repair or replacement, MVLT will endeavor to restore service to the luminaries within seven (7) working days. For the purpose of this document the term "working day" means all days except Saturdays, Sundays and MVLT recognized holidays.
17. **Commitment:** During the Term of this Agreement, the Customer agrees to maintain or increase the number of MVLT full service lighting fixtures. If in any month the number of fixtures falls below the levels as of the Effective Date (the "Basis Level"), MVLT will assess an additional charge for that month equal to the number of fixtures below the Basis Level, times the average price per fixture.
18. **Force Majeure:** MVLT shall not be liable for failure to perform or for delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any governmental authority, or for any other cause beyond its reasonable control.
19. **Assignment:** Either Party may assign this Agreement upon ninety (90) days advance written notice to the other Party.
20. **Obligations:** Nothing in this Agreement will be construed to obligate MVLT or the Customer to trim trees located adjacent to any street lighting fixture. Further, except as expressly provided herein, nothing in this Agreement will obligate MVLT to maintain Customer-owned lighting equipment or provide non-standard lighting installations unless otherwise agreed.
21. **Termination:** If this Agreement is not renewed or is terminated for any reason, MVLT shall have a reasonable amount of time in which to remove its equipment and the Customer shall be responsible for all costs associated with MVLT's permanent removal of its lighting equipment.
22. **Notices:** Unless otherwise expressly set forth herein, any communication, notice or demand of any kind whatsoever that either Party may be required or may desire to give or serve upon the other shall be in writing, addressed to the Parties at the addresses below, or such other address as a Party may specify in a written notice delivered to the other Party hereto pursuant to this Section 20, and delivered by personal service, Federal Express or other reputable overnight delivery service, by facsimile transmission, or by registered or certified

mail, postage prepaid, return receipt requested:

If to MVLt: MVLt  
Attn: Scott Michaelson  
1065 Woodman Drive  
Dayton, OH 45432

If to Customer: CITY OF NEW CARLISLE  
Attn: \_\_\_\_\_  
PO BOX 419, NEW CARLISLE, OH 45344, US  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

Any such notice shall be deemed effective when delivered personally (including Federal Express, Express Mail, or similar courier service) to the Party for whom intended, or three (3) calendar days following deposit of the same into the United States mail, certified mail, return receipt requested, first class postage prepaid, addressed to such Party at the address set forth above (or at such other address as such Party shall designate in writing to the other Party during the Term of this Agreement).

23. **Waiver:** Either Party may waive any right under this agreement. The waiver by a Party to require performance of a provision of the Agreement will not affect the right to require full performance of any provision thereafter. The waiver by either Party of a breach of a provision will not constitute a waiver of any subsequent breach or nullify the effectiveness of the provision.
24. **Entirety and Termination of Any Prior Agreement:** This Agreement sets forth the entire agreement between the Parties pertaining to the subject matter hereof, and fully supersedes any and all prior agreements or understandings between the Parties, whether oral or written, pertaining to the subject matter. No change in, modification of, or addition, amendment or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by each of the Parties subsequent to the execution of this Agreement. It is explicitly agreed that the agreement between the Parties dated January 1, 2020, is terminated effective as of the Effective Date of this Agreement and, thereafter, shall be of no further force and effect.
25. **Governing Law:** This Agreement shall be controlled by and interpreted in accordance with the laws of the State of Ohio, without regard to any choice of law rules that may direct the application of laws of another jurisdiction. Any action or judicial proceeding instituted by either Party relating to this Agreement shall be brought in the courts in Montgomery County, Ohio, it being understood that judgments, orders or decrees resulting from such action or proceeding may be appealed to or enforced in any competent court.
26. **Counterparts:** This Agreement may be executed by one or more of the Parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or other modes of electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

**In Witness Whereof**, the Parties have executed this Agreement through their authorized representatives as of the Effective Date.

Miami Valley Lighting, LLC

By: \_\_\_\_\_

Authorized Signature

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

City of New Carlisle

By: \_\_\_\_\_

Authorized Signature

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Appendix A**  
**CITY OF NEW CARLISLE**  
**Street Lighting Agreement**  
**Monthly Full-Service Charge Per**

<b>High Pressure Sodium Decorative Fixtures</b>	<b>2025</b>	<b>2026-2027</b>	<b>2028-2029</b>
9,500 Lumens Post Top (Acorn Torch Style)	\$ 10.15	As Adjusted*	As Adjusted*

<b>Light Emitting Diode (LED) Cobra Head Fixtures</b>	<b>2025</b>	<b>2026-2027</b>	<b>2028-2029</b>
Tier I A	\$ 12.11	As Adjusted*	As Adjusted*
Tier II A	\$ 14.08	As Adjusted*	As Adjusted*
Tier III A	\$ 18.91	As Adjusted*	As Adjusted*
Tier IV A	\$ 22.91	As Adjusted*	As Adjusted*

*A - Internal identification for MVLt purposes only*

<b>Light Emitting Diode (LED) Decorative Fixtures</b>	<b>2025</b>	<b>2026-2027</b>	<b>2028-2029</b>
Tier I Post Top (Traditional Style)	\$ 13.21	As Adjusted*	As Adjusted*
Tier I Post Top (Acorn Style)	\$ 18.17	As Adjusted*	As Adjusted*

<b>Pole Installations Existing on January 1, 1995</b>	<b>2025</b>	<b>2026-2027</b>	<b>2028-2029</b>
35' Wood Pole	\$ -	\$ 0.71	As Adjusted*
23' Spun Aluminum Pole	\$ 3.84	As Adjusted*	As Adjusted*
Billable Pole	\$ 3.84	As Adjusted*	As Adjusted*
Replacement of a Billable Pole	\$ 8.14	As Adjusted*	As Adjusted*

<b>Newer MVLt Decorative, Metal, or Wood Poles</b>	<b>2025</b>	<b>2026-2027</b>	<b>2028-2029</b>
35' Wood Pole	\$ -	\$ 0.71	As Adjusted*
23' Spun Aluminum Pole	\$ 25.63	As Adjusted*	As Adjusted*
30' Spun Aluminum Pole	\$ 22.93	As Adjusted*	As Adjusted*
17' (12' above ground) Aluminum Pole, Direct Bury	\$ 8.00	As Adjusted*	As Adjusted*
12' Cast Aluminum Pole	\$ 15.96	As Adjusted*	As Adjusted*

\* Prices will be adjusted every other year according to Section 3 of the Contract.



## Appendix B

### New Full-Service Installation Charges

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<b>Light Emitting Diode (LED) Cobra Head Fixtures:</b>	<b>Fixture Only</b>
Tier I	\$ 300.00
Tier II	\$ 322.00
Tier III	\$ 334.00
Tier IV	\$ 386.00

<b>Light Emitting Diode (LED) Decorative Fixtures:</b>	
Tier I Post Top (Traditional Style)	\$ 463.00
Tier I Post Top (Acorn Style)	\$ 454.00

<b>Poles</b>	<b>Pole Only</b>
35' Wood Pole	\$ 885.00
23' Spun Aluminum Pole	\$ 2,135.00
30' Spun Aluminum Pole	\$ 2,409.00
17' Direct Bury Aluminum Pole (12' above ground)	\$ 1,066.00
12' Cast Aluminum Pole	\$ 2,015.00

\* Prices will be adjusted annually according to Section 6 of the Contract.

*If an offering is not listed, MVLt may develop a proposal for the desired product upon request.*

<i>MVLt Use Only:</i>
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**ORDINANCE 2024-66**

ANNUAL APPROPRIATIONS ORDINANCE  
(Ohio Revised Code Section 5705.38)

AN ORDINANCE ESTABLISHING APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF NEW CARLISLE, STATE OF OHIO, DURING THE FISCAL YEAR ENDING DECEMBER 31, 2025

**WHEREAS**, Section 5705.38 of the Revised Code requires the City to pass an appropriation measure on or about the first day of each fiscal year; and

**WHEREAS**, the City desires to make appropriations for current expenses and other expenditures for the fiscal year ending December 31, 2025 by adopting this ordinance.

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

Section 1. To provide for the current expenses and other expenditures of the City of New Carlisle during the fiscal year ending December 31, 2025, sums are to be and are hereby set aside and appropriated as described on Exhibit “A” attached to this ordinance.

Section 2. There be appropriated from each of the corresponding funds and fund types the appropriation amounts specified for the fiscal year ending December 31, 2025 as described on Exhibit “A” attached to this ordinance.

Section 3. The City Finance Director is hereby authorized to draw her warrants on the City treasury for payments from any of the foregoing appropriations upon receiving proper certificates and vouchers thereof constituting a legal obligation against the City, approved by the board and officers authorized by law to approve the same or an ordinance or resolution of the Council to make expenditures; provided that no warrants shall be drawn or paid for salaries or wages except the persons employed by authority of and in accordance with law or ordinance.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Bill Cook, Mayor

\_\_\_\_\_  
Chris Stapleton, Clerk of Council

APPROVED AS TO FORM:

\_\_\_\_\_  
Jake Jeffries, DIRECTOR OF LAW

_____ Wright	Y	N
_____ Bahun	Y	N
_____ Lindsey	Y	N
_____ Mayor Cook	Y	N
_____ V. Mayor Eggleston	Y	N
_____ Shamy	Y	N
_____ Grow	Y	N

Introduction and First Reading: 11/18/2024  
Second Reading and Action: 12/02/2024  
Effective Date of Legislation: 12/17/2024

Totals:	_____	
	Pass	Fail

ORDINANCE 2024-66

**2025 APPROPRIATIONS**

CODE/FUND DEPARTMENT/PURPOSE	Amounts
<b>I. 101 - GENERAL FUND</b>	
1100 - CITY COUNCIL	
Personnel Services	\$50,258
All Other Expenditures	\$15,800
<i>City Council Total:</i>	<u>\$66,058</u>
1300 - CITY MANAGER	
Personnel Services	\$317,324
All Other Expenditures	\$21,900
<i>City Manager Total:</i>	<u>\$339,224</u>
1400 - FINANCE	
Personnel Services	\$468,037
All Other Expenditures	\$245,100
<i>Finance Total:</i>	<u>\$713,137</u>
1500 - PLANNING	
Personnel Services	\$165,390
All Other Expenditures	\$108,800
<i>Planning Total:</i>	<u>\$274,190</u>
1600 - LAW DIRECTOR	
All Other Expenditures	\$90,000
<i>Law Director Total:</i>	<u>\$90,000</u>
1800 - PARKS	
Personnel Services	\$97,863
All Other Expenditures	\$236,050
<i>Parks Total:</i>	<u>\$333,913</u>
1900 - SPECIAL EVENTS	
All Other Expenditures	\$39,000
<i>Special Events Total:</i>	<u>\$39,000</u>
2000 - LANDS & BUILDINGS	
All Other Expenditures	\$441,500
<i>Lands &amp; Buildings Total:</i>	<u>\$441,500</u>

2300 - MAYOR'S COURT	
Personnel Services	\$23,910
All Other Expenditures	\$24,300
<i>Mayor's Court Total:</i>	<u>\$48,210</u>
2400 - MISCELLANEOUS	
All Other Expenditures	\$116,000
<i>Miscellaneous Total:</i>	<u>\$116,000</u>
2500 - TRANSFERS	
All Other Expenditures	\$300,000
<i>Transfers Totals</i>	<u>\$300,000</u>
<b>General Fund Total:</b>	<b><u><u>\$2,761,232</u></u></b>

## II. SPECIAL REVENUE FUNDS

CODE/FUND DEPARTMENT/PURPOSE	Amounts
201 - STREET CONSTRUCTION	
Personnel Services	\$277,454
All Other Expenditures	\$285,575
<i>Street Construction Total:</i>	<u>\$563,029</u>
202 - STATE HIGHWAY	
All Other Expenditures	\$25,750
<i>State Highway Total:</i>	<u>\$25,750</u>
203 - STREET PERMISSIVE TAX	
Personnel Services	\$61,948
<i>Street Permissive Tax Total:</i>	<u>\$61,948</u>
204 - STREET IMPROVEMENT LEVY	
All Other Expenditures	\$142,800
<i>Street Improvement Levy Total:</i>	<u>\$142,800</u>
212 - EMERGENCY AMBULANCE CAPITAL	
All Other Expenditures	\$800
<i>Emergency Ambulance Capital Total:</i>	<u>\$800</u>

213 - EMERGENCY AMBULANCE OPERATING

Personnel Services	\$624,977
All Other Expenditures	\$191,500
<i>Emergency Ambulance Operating Total:</i>	<u>\$816,477</u>

<b>CODE/FUND</b>	<b>Amounts</b>
<b>DEPARTMENT/PURPOSE</b>	

214 - FIRE CAPITAL EQUIPMENT

All Other Expenditures	\$1,500
<i>Fire Capital Equipment Total:</i>	<u>\$1,500</u>

215 - FIRE OPERATING

Personnel Services	\$165,172
All Other Expenditures	\$181,150
<i>Fire Operating Total:</i>	<u>\$346,322</u>

220 - CLERK OF COURTS - COMPUTER FUND

All Other Expenditures	\$2,000
<i>Clerk of Courts - Computer Fund Total:</i>	<u>\$2,000</u>

221 - CLERK OF COURTS - COURT COMPUTERIZATION FUND

All Other Expenditures	\$800
<i>Clerk of Courts Computerization Fund Total:</i>	<u>\$800</u>

225 - HEALTH LEVY

All Other Expenditures	\$66,400
<i>Health Levy Total:</i>	<u>\$66,400</u>

233 - ONEOHIO OPIOID SETTLEMENT

All Other Expenditures	\$1,000
<i>OPIOID SETTLEMENT</i>	<u>\$1,000</u>

250 - 0.5% Police Levy

All Other Expenditures	\$912,600
<i>0.5% Police Levy Total:</i>	<u>\$912,600</u>

802 - Street Lighting

All Other Expenditures	\$100,000
<i>Street Lighting Total:</i>	<u>\$100,000</u>

**SPECIAL REVENUE FUND TOTAL: \$3,041,426**

### III. DEBT SERVICE FUNDS

CODE/FUND DEPARTMENT/PURPOSE	Amounts
<hr/>	
301 - General Bond Retirement	
All Other Expenditures	\$48,132
<i>General Bond Retirement Total:</i>	\$48,132
<hr/>	
302 - Twin Creeks Infrastructure Bond Retirement	
All Other Expenditures	\$77,966
<i>Twin Creeks Infrastructure Bond Retirement Total:</i>	\$77,966
<hr/>	
303 - Street Sweeper Bond Retirement	
All Other Expenditures	\$48,168
<i>Street Sweeper Bond Retirement Total:</i>	\$48,168
<hr/>	
<b><i>DEBT SERVICE FUNDS TOTAL:</i></b>	<b><u>\$174,266</u></b>

### IV. CAPITAL PROJECT FUNDS

550 - WATERWORKS CAPITAL IMPROVEMENT	
All Other Expenditures	\$5,000
<i>Waterworks Capital Total:</i>	\$5,000
<hr/>	
561 - WASTEWATER EQUIPMENT REPLACEMENT	
All Other Expenditures	\$10,300
<i>Wastewater Equipment Replacement Total:</i>	\$10,300
<hr/>	
<b><i>CAPITAL PROJECT FUNDS TOTAL:</i></b>	<b><u>\$15,300</u></b>

## V. ENTERPRISE FUNDS

501 - Water Operating	
Personnel Services	\$584,000
All Other Expenditures	\$713,805
<i>Water Operating Total:</i>	<u>\$1,297,805</u>
502 - Wastewater Operating	
Personnel Services	\$597,696
All Other Expenditures	\$641,618
<i>Wastewater Operating Total:</i>	<u>\$1,239,314</u>
505 - SWIMMING POOL	
Personnel Services	\$71,730
All Other Expenditures	\$76,650
<i>Swimming Pool Total:</i>	<u>\$148,380</u>
510 - CEMETERY	
Personnel Services	\$130,799
All Other Expenditures	\$57,600
<i>Cemetery Total:</i>	<u>\$188,399</u>
<b>ENTERPRISE FUNDS TOTAL:</b>	<b><u><u>\$2,873,899</u></u></b>

## PERMANENT FUNDS

705 - CEMETERY PERPETUAL CARE	
All Other Expenditures	\$ 1,000.00
<b>PERMANENT FUNDS TOTAL:</b>	<b><u><u>\$1,000</u></u></b>
<b>ALL FUNDS TOTAL:</b>	<b><u><u>\$8,867,122</u></u></b>

# ORDINANCE 2024-67

## AN ORDINANCE AUTHORIZING A CONTRACT FOR CITY EMPLOYEE HEALTH INSURANCE

**WHEREAS**, health insurance is a benefit available to City employees; and

**WHEREAS**, the existing contract with Medical Mutual of Ohio expires 12/31/2024; and

**WHEREAS**, City employees have studied the available health insurance options; and

**WHEREAS**, the employees have made their choices known to City Administration.

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

Section 1. Medical Mutual of Ohio has offered the most cost-effective options to the City and its employees for health insurance coverage, as indicated below:

<u>Coverage Type</u>	<u>Monthly Rate Expiring</u>	<u>New Monthly Rate</u>	<u>Number of Employees</u>	<u>Monthly Total</u>
Single	\$1,156.15	\$1,248.47	10	\$12,484.70
Employee + Spouse	\$2,547.62	\$2,751.54	3	\$8,254.62
Employee/Children	\$2,083.80	\$2,250.52	3	\$6,751.56
Family	\$3,475.27	\$3,753.59	1	\$3,753.59
				<hr/> <u>\$31,244</u>

Section 2. The 2025 annual premium is 8% more than the 2024 annual premium. The prior annual increase was also 8%. The total annual premium based on current employee coverage elections would be \$374,928. The annual cost will likely fluctuate due to employees changing their coverage levels and employees being hired or terminated throughout the year.

Section 3. The City Manager is authorized and directed to enter into the attached agreement with Medical Mutual of Ohio on behalf of the City of New Carlisle to provide health insurance for all eligible City employees.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Bill Cook, Mayor

\_\_\_\_\_  
Chris Stapleton, Clerk of Council



APPROVED AS TO FORM:

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Jake Jeffries, DIRECTOR OF LAW

Introduction and First Reading: 11/18/2024  
Second Reading and Action: 12/02/2024  
Effective Date of Legislation: 12/17/2024

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



MEDICAL MUTUAL®

PROPRIETARY & CONFIDENTIAL

Prepared For:

**CITY OF NEW CARLISLE**

Effective Date: 1/1/2025

End Date: 12/31/2025

County: Clark

State: Ohio

Quote ID: 0128313-02

Thursday, October 31, 2024

4:50 PM



MEDICAL MUTUAL®

As part of the Affordable Care Act, health insurance issuers and group health plans are required to provide a Summary of Benefits and Coverage (SBC) to all participants (and their dependents if they reside at a different address).

The SBC(s) applicable to your current plan(s) will be available on EmployerLink or from your sales representative or broker. As the plan sponsor, you are responsible for distributing SBCs to your participants with other written application materials during open enrollment. An SBC must be provided for each benefit package in which a participant or dependent is eligible. If you do not require a written application from your participants to renew, you must provide each participant with the SBC specific to the plan in which he or she is enrolled no later than 30 days prior to the first day of the new plan or policy year.

Please review your applicable SBC(s) carefully. If you make a change that affects the information in your SBC, please contact your sales representative or broker to initiate the change and ensure new SBCs are available for your open enrollment period.

As required by the Affordable Care Act, employees must be notified at least 60 days before the effective date of a material modification (made other than in conjunction with a renewal) if it impacts the contents of the Summary of Benefits and Coverage (SBC). Please be aware of this requirement when considering an off-renewal plan change or a change in carrier.



CITY OF NEW CARLISLE

Rates Effective: 01/01/2025 through 12/31/2025

# 637967

Plan Information
Medical Benefit
Drug Benefit

HSA 3300-0 (r19)**
--------------------

Line of Business
Network

CMM I
SM Plus

<b>Fully Insured Renewal Rates</b>
Single
Employee + Spouse
Employee + Child
Employee + Children
Family
Subtotal Monthly Premium
Change in Monthly Premium

Enrollment	Current Rates	Renewal Rates
10	\$1,156.15	\$1,248.47
3	\$2,547.62	\$2,751.54
1	\$2,083.80	\$2,250.52
2	\$2,083.80	\$2,250.52
1	\$3,475.27	\$3,753.59
17	\$28,931	\$31,244
		8.0%

Total	Current	Renewal
Monthly Premium	\$28,931	\$31,244
Change in Total Monthly Premium		8.0%

<b>Rate Acceptance</b>				
Group Official Initial: <i>Please initial in box under the option selected</i> ---->	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Group Official Signature: _____	Title: _____		Date: _____	
<ul style="list-style-type: none"> <li>- Rates and terms shown above are subject to the disclaimers and contingencies shown on Disclaimers page.</li> <li>- This document shows only a partial listing of in-network benefits. This is not a contract of insurance. The contract or certificate will contain the complete listing of benefits and covered services.</li> </ul>				



CITY OF NEW CARLISLE  
ALL SECTIONS  
*DISCLAIMERS AND NOTES*

Effective January 1, 2025, through December 31, 2025

- Rates include broker commission.
- All rates are subject to the terms and conditions specified in the Group Contract.
- Change in total enrollment or in any one plan of more than 10% or the elimination of a plan may require rates to be adjusted.
- In accordance with respective state laws, coverage for dependents beyond the federal limiting age of 26 may necessitate additional premium on insured plans.
- Employers must disclose any funding of deductibles or coinsurance provided to employees. If funding is not disclosed, Medical Mutual reserves the right to adjust rates at any time during the contract period. This may result in higher than anticipated rate adjustments.
- Covered employees will automatically have access to Medical Mutual’s Basics wellness program, which includes online health resources, health assessments, WW (Weight Watchers) discounts, 24/7 nurse line and tobacco cessation programs. If not already enrolled in a buy up program, additional wellness program options are available upon request for an additional fee.
- If a non-Medical Mutual ancillary carrier, other than Superior Dental, is added for COBRA services, a fee of \$0.34 per employee per month will be charged.
- \*\*Plan includes HSA IRS required indexing for 2025.

Rate Acceptance	
Group Official Initial: _____	<i>Please initial next to the benefits that have been selected by the group.</i>
Group Official Signature: _____	
Title: _____	
Date: _____	



CITY OF NEW CARLISLE  
ALL SECTIONS  
*LEGISLATIVE UPDATES*

Effective January 1, 2025, through December 31, 2025

- Your rates may be adjusted to account for coverage mandated by federal or state law.
- The rates in this proposal may include government mandated taxes or fees such as the Patient Centered Outcomes Institute Fee (PCORI), when applicable. Additionally, Medical Mutual, or you as Plan Sponsor may become subject to taxes, fees or other charges imposed by State, Local or Federal governments (collectively "fees"). Medical Mutual reserves the right to adjust your premium (or funding rates if applicable for MEWA's or self-funded groups) or to add the fees to the invoice, consistent with the effective date of the new fees imposed by the government. Adjustments may or may not be noted in a line item on monthly invoices.

Rate Acceptance	
Group Official Initial: _____	<i>Please initial next to the benefits that have been selected by the group.</i>
Group Official Signature: _____	
Title: _____	
Date: _____	



Consolidated Appropriations Act (CAA) Section 204 Information \*

Section 204 of the Consolidated Appropriations Act (CAA), requires insurers to submit certain data related to premiums, claims, and prescription drug costs to the federal government.

In order to comply with these reporting requirements, Medical Mutual must gather the following information:

Group Information

Group Name: CITY OF NEW CARLISLE
Group Renewal Date: January 1, 2025
Group Number: # 637967

Required Information

Split of Premium between Employer and Employee

Using the premium paid for all plans you have with Medical Mutual for the renewal year, please provide the percentage paid by the employer and the percentage paid by the employee, rounded to the nearest whole percentage. The employer percentage plus the employee percentage must equal 100%.

An example of the calculation to use for multiple employee classifications with varying contributions follows.

Table with 2 columns: Contribution Type, Percentage. Rows: Employer Contribution Percentage, Employee Contribution Percentage.

Example for a fully insured group:

Table with 4 columns: Classification, Annual Premium, Employee Contribution, Employer Contribution. Rows: Class #1 (Salaried Employees with a 50% Employer Contribution) for Single and Family.

Class #2 are Hourly Employees with a 25% Employer Contribution

Table with 4 columns: Classification, Annual Premium, Employee Contribution, Employer Contribution. Rows: Class #2 (Hourly Employees with a 25% Employer Contribution) for Single and Family.

Summary table with 4 columns: Classification, Annual Premium, Employee Contribution, Employer Contribution. Rows: Total, Percentage for Section 204 Report.

For more information regarding these calculations, please see the instructions from the Consolidated Appropriations Act:

RXDC Reporting Instructions for Premium

For more information regarding the statute, please see the information housed here:

Federal Pharmacy Reporting Requirements CAA

\*As a reminder, MMS will only provide reporting for business that we administer on behalf of our clients.

5500 # (insert NA if not applicable) Please include all and separate by a comma.

Signature section with fields for Group Official, Title, and Date.

1 Medical Mutual will not send D1 Premium and Life Years reporting to the government for Self-funded groups who leave this field blank.

**ORDINANCE 24-68**

AN ORDINANCE AMENDING THE CITY OF NEW CARLISLE’S ESTIMATED  
RESOURCES AVAILABLE TO APPROPRIATE  
FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2024

**WHEREAS**, Ordinance 2023-61 adopted the annual appropriations for the City of New Carlisle for the fiscal year beginning January 1, 2024; and

**WHEREAS**, Resolution 2024-04R, which was certified to the County Auditor, accepted the Official Certificate of Estimated Resources for 2024 and the Tax Year 2024 Rates and Amounts Certification from the Clark County Budget Commission, and authorized the necessary tax levies for the fiscal year beginning January 1, 2024; and

**WHEREAS**, the City of New Carlisle received a First Amended Certificate of Estimated Resources dated January 10, 2024 from the County Auditor that set forth certain changes to the estimated resources from the real and personal property taxes available to appropriate for the fiscal year beginning January 1, 2024; and

**WHEREAS**, it is necessary to make adjustments to certain revenue estimates pursuant to divisions (a) and (c) of Section 7.09 of the City Charter.

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

Section 1. In accordance with the First Amended Certificate of Estimated Resources for the fiscal year beginning January 1, 2024, as revised by the Clark County Budget Commission, the estimated resources for the following fund/fund types are hereby increased or decreased by the amounts indicated.

Fund #	Fund Name	Increase/ (Decrease) Other Sources	DESCRIPTION
101	General Fund	\$ 169,200.00	Interest Income, Shelter Rentals, New Inspection Fees
201	Street Levy	\$ (250,000.00)	Move Est. Revenue to New Bond Fund
213	Emergency Amb. Operating	\$ 60,000.00	Grant, Operating Ambulance
233	OneOhio Opioid Settlement	\$ 3,800.00	Estimated Settlement to be Received in 2024
303	Street Sweeper Bond Fund	\$ 250,000.00	Created New Bond Fund Per Auditor
505	Pool Fund	\$ (15,000.00)	Reduced to match actual revenue
510	Cemetery Fund	\$ 35,000.00	Employee Cash Out Shared, and Grave & Foundation Fees
705	Cemetery Perpetual Care	\$ 7,000.00	Increased Interest Income
	<b>TOTALS</b>	<b>\$ 260,000.00</b>	

Section 2. These amendments are due to the anticipated and unanticipated changes to the resources available to appropriate for the fiscal year beginning January 1, 2024

Section 3. The Finance Director is hereby authorized and directed to enter the foregoing transactions upon the books and accounts of the City of New Carlisle.



Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Bill Cook, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Chris Stapleton, Clerk of Council

\_\_\_\_\_  
Jake Jeffries, Director of Law

Introduction and First Reading: 11/18/2024  
Second Reading and Action: 12/02/2024  
Effective Date of Legislation: 12/17/2024

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

**ORDINANCE 2024-69**

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 divisions (a) and (c) of Section 7.09 of the City 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 or decreased for the following fund/fund types by the amounts shown:

<b>Fund #</b>	<b>Fund Name</b>	<b>Increase -(Decrease)</b>	<b>Reason</b>
101	General Fund	\$ 40,000.00	City Mgr Severance & Accrual Cash Out
<b>101</b>	<b>TOTAL GEN FUND</b>	<b>\$ 40,000.00</b>	
201	Street Levy	\$ (250,000.00)	Move Appropriation to New Bond Fund
303	Street Sweeper Bond	\$ 250,000.00	Created New Bond Fund Per Auditor
233	OneOhio Opioid Settlement	\$ 3,800.00	Settlement Funds Received
<b>TOTAL APPROPRIATION INCREASE</b>		<b>\$ 43,800.00</b>	

**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

\_\_\_\_\_  
Chris Stapleton, Clerk of Council

APPROVED AS TO FORM:

\_\_\_\_\_  
Jake Jeffries, Law Director

Introduction and First Reading: 11/18/2024  
Second Reading and Action: 12/02/2024  
Effective Date of Legislation: 12/17/2024

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

## **ORDINANCE 2024-70**

AN ORDINANCE APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF NEW CARLISLE AND THE CITY'S AFSCME CHAPTER

**WHEREAS**, certain employees of the City of New Carlisle are represented by Ohio Council 8 and Local 101, American Federation of State, County and Municipal Employees, AFL-CIO ("Union"); and

**WHEREAS**, negotiations have taken place between the City and Union concerning the attached collective bargaining agreement for a three-year period, beginning January 1, 2025 and ending December 31, 2027, unless extended pursuant to the agreement; and

**WHEREAS**, the proposed collective bargaining agreement between the City and Union is in the best interests of the City and its residents; and

**WHEREAS**, a summary of the changes from the prior collective bargaining agreement is as follows:

Section 1.2 - Duration of Agreement

Current: 02/01/22 - 01/31/25

Proposed: 01/01/25 – 12/31/27

Section 2.4 - Deduction

Current: Union dues transmitted by the City within 15 days

Proposed: Union dues transmitted by the City via electronic ACH transfer within 15 days

Section 2.5 – Membership Lists

Proposed: Adds that the City is required to email a dues list and any membership changes whenever dues are transmitted to the Union

Section 4.3 – Definitions - Probationary Employee

Proposed: Adds "A current employee promoted to a Superintendent classification will be considered a probationary employee in that position for a period not less than 180 calendar days" and "If a current employee does not successfully complete a probationary period or the City or employee decides during the probationary period that the employee should return to his/her previous job classification, then the City will return that employee to his/her formerly held city position/classification." The second addition is due to similar language being moved from Section 21.1 – Internal Job Posting Requirement to Section 4.3.

Section 5.6 – Compensatory Time

Proposed: Adds "With his/her immediate supervisor's permission and notification to his/her immediate supervisor outside the bargaining unit, an employee may use compensatory time while at work/on work time."

Section 6.1 – Vacations Accrual Rate (Changes are to Accrual and Use of Vacation by 1<sup>st</sup> Year Employees Only)

Current: “Vacation is provided to the employee after one year of continuous employment with the city. After one year of continued service, full-time employees shall accrue vacation per pay period at the rates listed below. The accrual period begins on the of the first day of each yearly anniversary. Upon completion of year one (1), the City shall add eighty (80) hours to the employee's vacation balance.”

Years of Service	Hours/Weeks	Hours Per Pay Period
Less than 1	N/A	N/A

Proposed: “Full-time employees shall accrue vacation per pay period at the rates listed below. The accrual period begins on the of the first day of employment. If an employee has less than one year of service, the employee may use vacation as accrued after one hundred eighty (180) calendar days of employment.”

Years of Service	Hours/Weeks	Hours Per Pay Period
Less than 1	40 Hours / 1 Week	3.077 Hours

Section 6.2 – Prior Public Service Vacation

Current: N/A

Proposed: Adds “It is agreed that any person hired as a full-time employee by the City of New Carlisle who has prior service/experience with another political subdivision of the State of Ohio of at least two (2) years, relevant to his/her City classification, will automatically receive two (2) weeks of vacation upon his/her hiring. It is the responsibility of the employee to provide documentation from prior employment and/or the applicable pension plan verifying prior service within thirty (30) days from his/her full-time date of employment with the City.”

Section 6.3 – Prior Public Service Vacation Guidelines

Current: N/A

Proposed: Adds guidelines for a full-time employee to be entitled to have his/her prior public service used for the purpose of computing the employee’s rate of vacation accrual.

Section 6.4 – Prior Private Service Vacation

Current: N/A

Proposed: Adds “In order to recruit qualified persons, the City, in its discretion, may provide up to two (2) weeks of vacation upon hiring to a new full-time employee who has prior service/experience of at least two (2) years, relevant to his/her City classification, from non-public employment. To determine whether providing such vacation to a new employee is appropriate, the City will consider the employee’s qualifications and work experience, the level of responsibility required for the position, the availability of other qualified persons to perform the

position and other pertinent market factors. It is the responsibility of the employee to provide documentation from prior employment verifying prior service within thirty (30) days from his/her full-time date of employment with the City.”

#### Section 6.5 – Maximum Accruals

Proposed: Clarifies that the maximum vacation accrual is eight (8) weeks.

#### Section 6.6 – Termination of Employment

Proposed: Adds “Employees with less than one year of service who are terminated or otherwise leave their City employment are not eligible to cash out their vacation balance.”

#### Section 8.2 – Allowable Reasons of Sick Leave

Current: “A physician’s certificate may be required by the City after three (3) days.”

Proposed: “A physician’s certificate shall be required by the City after three (3) days.”

#### Section 8.7 – Catastrophic Sick Leave Donation Program

Proposed: Clarifies when the donation program may be used by adding “An illness or injury may be deemed “catastrophic” if the illness or injury is expected to incapacitate the employee or a member of the employee’s immediate family for an extended period of time, provided that taking extended time off from work creates a financial hardship for the employee because he/she has exhausted all leave balances. “Catastrophic” illnesses or injuries would commonly include, but are not necessarily limited to, the following: cancer, heart attack, heart surgery, stroke or permanent paralysis.”

Also adds “Employees who request to utilize the catastrophic sick leave donation program must first send their notice/request to the City Human Resources Director.”

#### Section 10.3 – Donation of Bereavement Leave

Proposed: Removes “Employees may voluntarily donate their vacation leave to an employee needing additional bereavement time who has exhausted his/her own vacation leave.”

#### Section 11.1 – Holidays

Proposed: Updates the dates of the holidays for 01/01/25 to 12/31/27 and corrects a typo regarding the number of holidays in the previous agreement

#### Section 14.3 – Progressive Discipline

Proposed: Adds “The progressive discipline steps are: verbal reprimand, written reprimand, suspension without pay (1, 3 or 5 days), and termination. A non-disciplinary coaching and/or performance improvement plan may also be issued by the City, neither of which shall be considered a form of discipline.”

Section 14.4 – Grievances over Discipline

Proposed: Adds “No non-disciplinary coaching, performance improvement plan or verbal reprimand is subject to Article 15 (“Grievance and Arbitration Procedure”). Grievances over disciplinary actions taken by the City Manager, Director of Finance or Director of Public Service shall be filed at and heard at Step 2 (City Manager or designee) of Article 15.”

Section 15.2 – Grievance Procedure

Proposed: Clarifies the responsibilities of first line supervisors regarding grievances.

Article 17 – Labor-Management Committee

Proposed: Adds “For the purpose of inclusivity and representational purposes, the City and Union will attempt to have at least one person from each building/department on their LMC teams.”

Article 18 - Smoking Policy

Proposed: Adds “Pursuant to current City Policy, smoking/vaping is prohibited in all city-owned buildings and equipment. With notification to their immediate supervisor or manager, employees may be granted two 15-minute breaks per day, one during the first half of the shift and the other during the second half of the shift, to smoke/vape; however, such smoking/vaping breaks must be taken in City designated areas, not within public view and not while performing City work.”

Section 19.4 – Bumping

Proposed: Adds “Employees may not bump into Superintendent-level classifications.”

Section 21.1 – Internal Job Posting Requirement

Proposed: Removes “At any time during the probationary period, the city or the employee may decide the employee should return to his/her previous job classification” because similar language was added to Section 4.3 – Definitions - Probationary Employee.

Section 22.2 – Sexual Harassment

Proposed: Expands and clarifies the City’s sexual harassment policy.

Section 26.1 – Health Insurance – Paragraph 3, HSA

Current: “The City will contribute into each covered employee’s HSA (Health Savings Account) an amount equal to 55% of each employee’s applicable deductible \* \* \*.”

Proposed: “The City will contribute into each covered employee’s HSA (Health Savings Account) an amount up to 55% of each employee’s applicable deductible \* \* \*.”

Section 26.2 – Dental Insurance

Proposed: Corrects the monthly premium amount for dental insurance by increasing it from \$56.00 to \$56.50.

Section 30.1 - Wages for the period of 01/01/25 – 12/31/25

Proposed: Instead of adding a specific dollar amount to the previous year wage scale like in prior Union agreements, grants equity adjustments to the employees' base wages. The 2025 wages are effective the first pay period ending in 2025 (even if that pay period begins before 01/01/25).

Section 30.2 - Wages for the period of 01/01/26 – 12/31/26

Proposed: Instead of adding a specific dollar amount to the previous year wage scale like in prior Union agreements, increases all bargaining unit classification wage steps by 2%. The 2026 wages are effective the first pay period ending in 2026 (even if that pay period begins before 01/01/26).

Section 30.3 - Wages for the period of 01/01/27 – 12/31/27

Proposed: Instead of adding a specific dollar amount to the previous year wage scale like in prior Union agreements, increases all bargaining unit classification wage steps by 2%. The 2027 wages are effective the first pay period ending in 2027 (even if that pay period begins before 01/01/27).

Section 30.5 - Progression

Proposed: Removes out-of-date language that no longer pertains to any City employee and clarifies that “Bargaining unit employees shall be eligible to receive step increases on their job classification anniversaries.”

Section 30.8 – Incentive Pay Policy

Proposed: Adds the Incentive Pay Policy from Ordinance 2024-10, which was passed by City Council on 03/04/24.

Article 31 – Clothing Allowance

Proposed: Increases the clothing allowance for the employees in the department of public service, except clerical and administrative employees in the Municipal Building, from \$500 to \$750. Increases the safety boot allowance for newly hired employees from \$150 to \$200.

Adds “Upon resignation, retirement or termination of their City employment, employees shall return city-provided uniforms back to the City.”

Gives the City the option of maintaining employees' uniforms, subject to excessive wear and tear, through weekly uniform rental and/or cleaning-laundry company.

Increases the City's annual purchase amount for employee-work attire from \$100 to a not-to-exceed amount of \$300 for all clerical employees who are not otherwise eligible for uniforms.

Section 32.1 – Prohibited Times

Proposed: Adds “So long as the Union is not in violation of the first paragraph of Section 32.1, the City agrees that it will not lockout or prevent employees from performing their regularly assigned duties.”

Section 33.1 – Receiving Emergency Calls & After-Hour Calls

Proposed: Adds “Prior to the beginning of the next calendar year, the City will develop an annual Standby representative calendar, designating the Standby City representative on a weekly rotational basis of employees who work in the Public Works, Water and Wastewater departments. Once such calendar is established, employees may switch weeks with other employees and will timely notify the City of any such rotational schedule changes.”

Section 33.2 – Electronic Pagers & Supervisory Personnel

Proposed: Changes electronic pagers to cell phones.

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

SECTION 1. The attached collective bargaining agreement is hereby approved.

SECTION 2. The City Manager is authorized and directed to execute the collective bargaining agreement on behalf of the City of New Carlisle.

Passed this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Bill Cook, Mayor

\_\_\_\_\_  
Chris Stapleton, Clerk of Council

APPROVED AS TO FORM:

\_\_\_\_\_  
Jacob M. Jeffries, DIRECTOR OF LAW

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

Introduction and First Reading: 11/18/2024  
Second Reading and Action: 12/02/24  
Effective Date of Legislation: 12/17/2024



**The City of New Carlisle, Ohio  
and  
The Dayton Public Service Union  
Local No. 101  
A.F.S.C.M.E. OHIO COUNCIL 8,  
American Federation of State,  
County and Municipal Employees**

**EFFECTIVE JANUARY 1, 2025 THROUGH DECEMBER 31, 2027**



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## ARTICLE 1 - INTRODUCTION

### **Section 1.1: Purpose**

This Agreement is made between the City of New Carlisle, hereinafter referred to as "City" and Ohio Council 8 and Local 101, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as "Union" for the purpose of providing a fair and responsible method of enabling employees covered by this Agreement to participate through Union representation in the establishment of terms and conditions of their employment, to receive a prompt and fair disposition of grievances, and to establish a peaceful procedure for the resolution of all differences between the parties. Whenever the male gender is used in this Agreement, it shall be construed to include male and female employees.

### **Section 1.2: Duration of Agreement**

This Agreement shall be effective January 1, 2025, and shall remain in effect through December 31, 2027, and shall continue thereafter for successive periods of twelve (12) months, unless either party to this Agreement on or before sixty (60) days prior to the expiration of such period, notifies the other party, in writing, of its intention to terminate this Agreement. Within (10) days after receipt of such notice, a conference shall be arranged between the parties hereto, and such conference shall be held at a time agreeable to the parties.

## ARTICLE 2 - RECOGNITION / AUTHORIZATION / FAIR SHARE

### **Section 2.1: Union Recognition**

The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, and other terms and conditions of employment for all employees included in the bargaining unit described in the State Employment Relations Board Certification Order Number 94-REP-03-0056 and dated May 12, 1994, or as subsequently amended.

### **Section 2.2: "Employee" Defined**

The term "employee" or employees" as used in this Agreement shall refer to those persons included in the bargaining unit who are full-time, part-time, and probationary employees. All references to employees in this Agreement designate both sexes.

### **Section 2.3: Union Membership**

All employees in the bargaining unit covered by the Agreement who are members of the Union on the date this Agreement is signed, and all other employees in the bargaining unit who become members of the Union at any time in the future shall, for the term of this Agreement, continue to be members of the Union, and the City will not honor dues deduction (check off) revocations from such employees except as provided herein.

The City shall make payroll deductions from the pay or wages of employees upon receipt from the Union of individual written authorization cards voluntarily executed by each employee for that purpose and bearing his/her signature provided that:

- A. An employee shall have the right to revoke such authorization by giving written notice, with proof of service, to both the City and the Union, at any time during the fifteen (15) calendar days preceding the termination of this Agreement; and,
- B. The City's obligation to make payroll dues deductions shall terminate automatically upon timely receipt of notice of revocation of authorization in accordance with the above paragraph 1, or upon termination of employment or reclassification to a position outside of the bargaining unit.

### **Section 2.4: Deductions:**

The city will deduct from the wages the regular monthly Union dues of members. Deductions shall be made from the weekly or biweekly pay of all employees. In the event an employee's pay is insufficient for the deduction, the City will deduct the amount from the employee's next regular pay where the amount earned is sufficient.

All dues deductions shall be deposited via electronic ACH transfer payment into the commercial bank account of Ohio Council 8, AFSCME, AFL-CIO no later than fifteen (15) days following the end of the pay period in which the deduction is made. The Union shall provide the Employer with authorization to make deposits into the financial institution utilized by the Union along with the routing number and account number of the Union's account. It is the Union's responsibility to

notify the Employer in writing of any change to the Union's account information.

**Section 2.5 Membership Lists:**

The City shall email, with each deduction ANY CHANGES WITH THE transmittal of dues/fees, the following lists of information in Excel or Text format to oc8dues@afscme.org , subject line:

Local 101, Pay Date --\--\--:

1. Dues List: name (last name, first name, middle initial), current address, phone number, department/work unit, last four digits of the Social Security number and the amount of the deduction for each employee, as well as the total amount of the dues deducted for all employee for the pay period of the report.
2. If any such information has changed since the last transmittal, then - Non-Member List: In alpha order by last name. The current name, address, phone number and department/work unit of each bargaining unit employee who are non-members.
3. If any such information has changed since the last transmittal, then - Dropped Employees: In alpha order by last name, last four digits of the Social Security number, current address and phone number of bargaining unit employees who were dropped from the previous dues list and the reason each was dropped.
4. Total Remittance amount.

This Section shall be deemed complied with if one list containing fields with all of the above information (including a field showing whether an employee is a union member or non-member) is provided by the City to the Union in Excel format for all bargaining unit employees. The grouping of members and non-members, and the totals required under this Section shall be calculated and/or organized by the Union using the fields provided in the Excel format.

**Section 2.6: A.F.S.C.M.E. P.E.O.P.L.E (Public Employees Organized to Promote Legislative Equality)**

The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a voluntarily written authorization. Such authorization must be executed by the Employee and may be revoked by the Employee at any time by notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to AFSCME PEOPLE Department 1625 L. Street, N.W. Washington, DC 20036 together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. All deductions shall be transmitted no later than fifteen (15) days following the end of the pay period in which the deduction is made.

**ARTICLE 3 - MANAGEMENT RIGHTS**

The City has the right and responsibility to:

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental and proprietary operations;
4. Determine the overall methods, process, means, or personnel by which governmental and proprietary operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause or lay off, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the employer as a unit of government, and operator of proprietary functions;
8. Effectively manage the work force; and
9. Take actions to carry out the mission of the public employer as a governmental unit and operator of proprietary functions.
10. Some, but not necessarily all, of the above listed management rights may be memorialized in an employee handbook.

## ARTICLE 4 - GENERAL PROVISIONS

### **Section 4.1: Purpose**

This Agreement sets forth the Agreement between the City and the Union, which represents employees in the City of New Carlisle as to matters pertaining to their wages, hours, and terms and other conditions of employment.

### **Section 4.2: Cooperation**

The parties to this Agreement recognize the important public service here involved. The parties mutually recognize the responsibility of adjusting and settling disputes in an orderly manner without interruption to such service to the public. Toward these ends, the city and the Union agree to encourage to the fullest degree, friendly and cooperative relations between their respective representatives at all levels among all employees.

The City and the Union shall work together in the interest of maintaining and improving efficiency in all operations, the conservation of materials, supplies, equipment, and the improvement in quality of workmanship and service.

### **Section 4.3: Definitions**

Unless the context clearly requires otherwise, words and phrases used in this Agreement shall have their customary meaning unless as further defined herein.

1. **Full-time Employee:** A person who occupies a duly authorized job classification, which consists of a workweek of forty (40) hours or more who has successfully completed his/her probationary period.
2. **Probationary Employee:** A newly hired person occupying a duly authorized job classification is considered a probationary employee for the first 180 calendar days. A current employee promoted to a Superintendent classification will be considered a probationary employee in that position for a period not less than 180 calendar days. However, anyone hired into a different job classification who is a current employee of the city will be considered a probationary employee in that position for a period not less than 90 calendar days. If a current employee does not successfully complete a probationary period or the City or employee decides during the probationary period that the employee should return to his/her previous job classification, then the City will return that employee to his/her formerly held city position/classification.
3. **Part-time Employee:** A person whose normal workweek is less than that of a full-time employee is a part-time employee. A part-time employee shall be entitled to receive the paid leave benefits under this Agreement on a pro-rata basis, according to the relationship of the employee's regular schedule to forty (40) hours per week. (i.e., 30-hour employee -75%). Part-time employees shall be covered by the life and disability insurance policies provided by this Agreement. A part-time employee shall be covered by the medical, vision and dental insurance plans only if the employee's regular schedule is at least thirty-two (32) hours per week. The city is responsible for the premiums on a pro-rata basis, with the employee paying the remainder of the premium.
4. **Temporary Employee:** A temporary employee is one who is employed for a specified period, of no more than ninety (90) calendar days, to perform specific tasks which are not of a continuing nature, with no fringe benefits being paid except as required by law.
5. **Seasonal Employee:** A seasonal employee is one who is employed for no more than 800 hours in a calendar year, with no fringe benefits being paid except as required by law. By mutual consent between the Union and the City, the employee may be extended beyond 800 hours but not to exceed 1080 hours.
6. All reference to days shall be calendar days, unless otherwise noted.

### **Section 4.4 Requirements of Employment**

All employees hired after the effective date of this contract shall have a minimum of a high school education or GED before employment. This requirement is in addition to any license requirements for a particular job.

### **Section 4.5 Extended Absences**

The City reserves the right to fill a vacancy with a temporary employee if a permanent employee is on extended leave (more than 60 days) due to any reason.

## ARTICLE 5 - HOURS OF WORK & OVERTIME

### **Section 5.1: Workweek**

The normal workweek shall consist of seven (7) consecutive twenty-four (24) hour periods during which an employee shall be assigned to five (5) consecutive, eight (8) hour workdays, Monday through Friday. The appropriate department/division head shall establish the assignment of work schedules and hours of work.

### **Section 5.2: Workday**

The normal workday shall consist of eight (8) hours falling between 7:00 a.m. and 5:00 p.m. Should it become necessary for the city to add an additional shift, the city agrees to negotiate with the Union concerning shift hours and pay supplement as a shift differential. All City Administration Building employees shall receive a one (1) hour unpaid lunch period to occur within their established eight (8) hour workday. Employees that work in the Wastewater, Water, or Public Works Departments, shall receive a thirty (30) minute unpaid lunch period to occur within their established eight (8) hour workday. Work hours may be flexible providing this is a mutual agreement of both parties. If the employee's regularly scheduled hours are to be changed on a regular basis, the employee shall be provided fourteen (14) days' notice before the schedule change takes effect.

### **Section 5.3 Rest Periods**

Employees shall be granted two (2) breaks per day of fifteen (15) minutes each: one (1) in the first half of the shift and one (1) in the last half of the shift.

### **Section 5.4: Overtime**

Overtime opportunity will be distributed as equally as is practicable (at the various job locations) among those employees regularly performing the work on which overtime is necessary. A tabulation of overtime opportunity shall be kept at each job location and shall include any hours which were refused by the employee. Employees on extended leave (i.e., vacation, sick leave, injury leave) for a consecutive one hundred twenty (120) hours or more shall be placed at the same level of whoever has the most overtime. New employees and employees returning from a disciplinary suspension shall be credited on the overtime list with the number of hours equal to the employee with the highest number of hours, plus one (1) hour. Errors in the assignment of overtime will be rectified by the assignment of the next available overtime in the classification.

Employees authorized by the City to work in excess of eight (8) hours per day or forty (40) hours per week will be paid one and one-half (1<sup>1/2</sup>) times their regular hourly rate for all such excess time worked, with the exception of overtime worked on a Sunday, City-designated holiday, or actual holiday, for which the said employees shall be compensated at twice the amount of their normal rate of pay. Compensation shall be monetary payment or compensatory time off, as determined by employee for the first eighty (80) hours of compensatory time accrued. Thereafter, any time accrued, or overtime payment shall be agreed upon by mutual consent. Management, temporary, or seasonal employees will perform no overtime work that is regularly performed by bargaining unit employees unless bargaining unit employees are not available.

### **Section 5.5: Overtime Call-Out**

The City will pay a minimum of two (2) hours pay at the employee's overtime rate for employees who are called in from off-duty status. Compensation shall be monetary or compensatory time off, as determined by employee per Section 5.4.

### **Section 5.6: Compensatory Time**

Compensatory time will be earned at the rate of one and one-half (1<sup>1/2</sup>) hours for each hour of employment for which overtime compensation is required, except for overtime worked on a Sunday, City-designated holiday, or actual holiday, for which the said employees shall be compensated at twice the amount of their normal rate of pay. Employees may accumulate a maximum of one hundred and twenty (120) hours of compensatory time. Compensatory time off shall be scheduled in the same manner as vacation days but will be taken in no less than one-half (1/2) hour minimum. Employees shall be entitled to convert up to forty (40) hours of compensatory time for monetary payment during the first pay period in May and up to an additional forty (40) hours of compensatory time for monetary payment during the first pay period in November. Compensatory time may be used at any time provided the employee notifies his/her supervisor as early as possible, but no later than at the start of the day requested.

Requests for vacation and/or compensatory time which are not prescheduled are not to exceed two (2) per month. With his/her immediate supervisor's permission and notification to his/her immediate supervisor outside the



bargaining unit, an employee may use compensatory time while at work/on work time.

## ARTICLE 6 - VACATIONS

### **Section 6.1: Vacations**

Full-time employees shall accrue vacation per pay period at the rates listed below. The accrual period begins on the of the first day of employment. If an employee has less than one year of service, the employee may use vacation as accrued after one hundred eighty (180) calendar days of employment.

Years of Service	Hours/Weeks	Hours Per Pay Period
Less than 1	40 Hours / 1 Week	3.077 Hours
1,2,3,4	80 Hours / 2 Weeks	3.077 Hours
5,6,7,8,9	120 Hours / 3 Weeks	4.616 Hours
10+	160 Hours / 4 Weeks	6.154 Hours

**Section 6.2:** It is agreed that any person hired as a full-time employee by the City of New Carlisle who has prior service/experience with another political subdivision of the State of Ohio of at least two (2) years, relevant to his/her City classification, will automatically receive two (2) weeks of vacation upon his/her hiring. It is the responsibility of the employee to provide documentation from prior employment and/or the applicable pension plan verifying prior service within thirty (30) days from his/her full-time date of employment with the City.

**Section 6.3:** A full-time employee is entitled to have his/her prior public service used for the purpose of computing the employee's rate of vacation accrual as follows:

1. An employee with prior public service with the State of Ohio or a political subdivision thereof, or armed forces, shall receive credit for the total years of said service for the purpose of computing the employee's vacation accrual rate.
2. "Political Subdivision" means an Ohio city, county, township or special district which pays into either the OPERS or OP&F pension systems.
3. "Armed forces" means active duty served, including active reserve, with the Coast Guard, Army, Marines, Navy, Space Force or Air Force.
4. Other entities not specifically referenced will not be considered for prior public service credit.
5. An employee who has received or is receiving retirement benefits in accordance with the provisions of any retirement plan offered by the State of Ohio (a reemployed retiree) will not have any prior public service included in the calculation for the purpose of determining vacation accrual benefits.
6. It is the responsibility of the employee to provide documentation from prior employment and/or the applicable pension plan verifying prior service within thirty (30) days from his/her full-time date of employment with the City.

**Section 6.4:** In order to recruit qualified persons, the City, in its discretion, may provide up to two (2) weeks of vacation upon hiring to a new full-time employee who has prior service/experience of at least two (2) years, relevant

to his/her City classification, from non-public employment. To determine whether providing such vacation to a new employee is appropriate, the City will consider the employee's qualifications and work experience, the level of responsibility required for the position, the availability of other qualified persons to perform the position and other pertinent market factors. It is the responsibility of the employee to provide documentation from prior employment verifying prior service within thirty (30) days from his/her full-time date of employment with the City.

**Section 6.5:** Vacation may accrue up to a maximum of eight (8) weeks. No vacation shall accrue beyond the maximum allowable time. Any unused vacation time in addition to such eight (8) weeks of accumulated vacation will be compensated by current rate of pay if the unused vacation is carried by the denial of a vacation request by the City.

**Section 6.6:** Upon termination of employment for any reason, any remaining days will be paid in full or paid to the designated beneficiaries at current rate of pay. Employees with less than one year of service who are terminated or otherwise leave their City employment are not eligible to cash out their vacation balance.

**Section 6.7:** Vacation time may be taken at no less than one (1) hour increments. Advance notice of three (3) working days will be required for vacation leave requests. The City reserves the right to deny vacation requests because of scheduling conflict; however, the denial must be made within three (3) days of the submission of the request.

**Section 6.8:** Vacation time may be used at any time provided the employee notifies his/her supervisor as early as possible, but no later than at the start of the day requested. Requests for vacation and/or compensatory time which are not prescheduled are not to exceed two (2) per month.

## **ARTICLE 7 - PERSONAL LEAVE**

Employees shall receive three (3) personal days with pay at the start of each calendar year. Personal days must be used within the calendar year. Unused personal days cannot be carried over into the following year. There will be no pay out of unused personal days upon an employee's separation of employment for any reason except the death of the employee.

An employee who completes his/her probationary period during the first six (6) months of the calendar year will receive three (3) personal days. If the probationary period is completed during the last six (6) months of the calendar year, the employee will receive one and one-half (1 ½) personal days.

A personal day may be used at any time provided the employee notifies his/her immediate supervisor as early as possible but not later than the start of the day requested. The personal day time may be taken in no less than one-half (1/2) hour minimum.

## **ARTICLE 8 - SICK LEAVE**

**Section 8.1:** All full-time employees shall accrue paid sick leave at the rate of 4.62 hours per pay period while the employee is in an active pay status. Sick leave may be used in increments of fifteen (15) minutes. Part-time employees will accrue paid sick leave at a rate of 0.05775 per hours worked.

**Section 8.2:** Sick leave may be used for the following reasons:

- A. Personal injury, sickness, or physical incapacity of the employee;
- B. Personal injury, sickness, or physical incapacity of the employee's immediate family requiring the employee's personal care and attendance;
- C. Forced quarantine;
- D. Physician visits, dental visits, medical testing, optical examinations, and related fittings; and

- E. Mental health visits to any professional covered under the City's insurance programs, and chemical dependency recovery.

A physician's certificate shall be required by the City after three (3) days.

**Section 8.3:** In case of absence from work, the employee will notify the immediate supervisor as early as possible but not later than the regular starting time of workday.

**Section 8.4:** Sick leave may be accumulated without limit for each employee. Upon termination of employment twenty-five percent (25%) of accrued sick leave will be paid at the current rate of pay.

**Section 8.5:** Upon death of an employee, the designated beneficiaries will receive all accrued sick leave at fifty percent (50%) of the rate of pay at the time of the employee's death.

**Section 8.6:** Employees are not eligible to be called in for over time call out if they have been off work on sick leave for any of the reasons stated in section 8.2 (A) above.

**Section 8.7:** A catastrophic sick leave donation program is established to assist employees in need of replacement sick leave due to an accident or long-term illness, which is not job related, or an illness of a family member. An illness or injury may be deemed "catastrophic" if the illness or injury is expected to incapacitate the employee or a member of the employee's immediate family for an extended period of time, provided that taking extended time off from work creates a financial hardship for the employee because he/she has exhausted all leave balances. "Catastrophic" illnesses or injuries would commonly include, but are not necessarily limited to, the following: cancer, heart attack, heart surgery, stroke or permanent paralysis.

This program neither supersedes nor replaces other disability programs. The catastrophic sick leave program can only be utilized only if all the following conditions are met:

- A. The City Manager shall determine and confirm that the injury or long-term illness is indeed catastrophic;
- B. All sick leave donations must be voluntary;
- C. The donating employee shall have a minimum of 250 hours of accumulated sick leave before the donating employee would be allowed to donate;
- D. Unused donated time shall be returned, equally to the donors on a pro-rata basis.

Employees who request to utilize the catastrophic sick leave donation program must first send their notice/request to the City Human Resources Director.

**Section 8.8:** Immediate family, as used herein, is defined as it is under the Family Medical Leave Act: the employee's spouse, child, or parent – but not parent "in-law".

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## ARTICLE 9 - INJURY LEAVE

**Section 9.1:** Injury leave shall be granted to a member of the bargaining unit who receives a compensable injury or occupational illness in the course of his/her employment by the City. The city will pay injury leave for all occupational injuries or occupational illness for the first 45 days after the injury in lieu of the employee receiving a workers' compensation wage payment. However, such payment will be made only on an actual workers' compensation determination. Extensions of such injury leave may be granted at the discretion of the City manager or his/her designee, provided sufficient medical documentation is made available to the City in advance of the 45<sup>th</sup> day of injury. After the aforementioned 45-day period, the employee may utilize accumulated sick leave. If an employee utilizes accumulated sick leave, workers' compensation funds subsequently received by the employee can be paid to the City so that the employee may receive a credit for the sick leave days exhausted in relation to the workers' compensation injury. If the employee fails to turn over these payments for workers' compensation benefits to the city, no credit will be received by the employee for the sick leave days utilized.

**Section 9.2:** An employee who is absent from duty due to illness or injury of a temporary nature that prevents him/her from performing his/her normal duties may be returned to work to perform restricted duty if released by his/her physician to do so and if the physician certifies that full recovery is probable. The employee's medical status shall be reviewed at least quarterly. The City has the right to require the employee to submit to an examination by a physician selected by the City, at the City's expense. Restricted duty is any job, work assignment, or duty within the city that an employee disabled from his/her regular assignment is capable of performing. While on restricted duty, an employee will earn his/her regular hourly rate of pay. If no restricted duty work assignments exist in an employee's department, the city is not obligated to create restricted duty work to accommodate said employee but may do so in any City department.

**Section 9.3:** Employees who have returned to work with medical restrictions and are eligible to work overtime may do so as an extension of their normal workday, so long as such work does not conflict with medical restrictions and at least one other City employee is present.

## ARTICLE 10 - FUNERAL / BEREAVEMENT LEAVE

**Section 10.1:** Upon the death of an employee's spouse, child, parent, brother, sister, niece, nephew, brother-in-law, sister-in-law, grandchild, daughter-in-law, son-in-law, grandparent, legal guardian or foster parent, spouse's parent, spouse's grandparent, the employee shall be granted three (3) days funeral leave with pay. Upon the death of an employee's aunt or uncle, the employee shall be granted one (1) day of funeral leave with pay. Upon the death of other close persons, the employee shall be granted up to three (3) days of vacation, sick leave, or compensatory time for bereavement purposes.

**Section 10.2:** An employee needing additional bereavement time may take vacation leave, compensatory time, or sick leave at the employee's option.

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## ARTICLE 11 - HOLIDAYS

**Section 11.1:** All employees except temporary or seasonal employees will be granted the following fourteen (14) holidays per year with full pay:

<b>City of New Carlisle Observed Holidays</b>			
<b>Holiday</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>
New Year's Day	Wed, January 1st	Thur, January 1 <sup>st</sup>	Fri, January 1 <sup>st</sup>
Martin Luther King Day	Mon, January 20 <sup>th</sup>	Mon, January 19 <sup>th</sup>	Mon, January 18 <sup>th</sup>
President's Day	Mon, February 17 <sup>th</sup>	Mon, February 16 <sup>th</sup>	Mon, February 15 <sup>th</sup>
Good Friday	Fri, April 18 <sup>th</sup>	Fri, April 3 <sup>rd</sup>	Fri, March 26 <sup>th</sup>
Memorial Day	Mon, May 26 <sup>th</sup>	Mon, May 25 <sup>th</sup>	Mon, May 31 <sup>st</sup>
Juneteenth	Thursday June 19 <sup>th</sup>	Friday, June 19 <sup>th</sup>	Friday, June 18 <sup>th</sup>
Fourth of July	Fri, July 4 <sup>th</sup>	Fri, July 3 <sup>rd</sup>	Mon, July 5 <sup>th</sup>
Labor Day	Mon, September 1 <sup>st</sup>	Mon, September 7 <sup>th</sup>	Mon, September 6 <sup>th</sup>
Columbus Day	Mon, October 13 <sup>th</sup>	Mon, October 12 <sup>th</sup>	Mon, October 11 <sup>th</sup>
Veteran's Day	Tue, November 11 <sup>th</sup>	Wed, November 11 <sup>th</sup>	Thur, November 11 <sup>th</sup>
Thanksgiving	Thurs, November 27 <sup>th</sup>	Thur, November 26 <sup>th</sup>	Thur, November 25 <sup>th</sup>
Thanksgiving - Day After	Fri, November 28 <sup>th</sup>	Fri, November 27 <sup>th</sup>	Fri, November 26 <sup>th</sup>
Christmas Eve	Wed, December 24 <sup>th</sup>	Thur, December 24 <sup>th</sup>	Fri, December 24 <sup>th</sup>
Christmas Day	Thur, December 25 <sup>th</sup>	Fri, December 25 <sup>th</sup>	Mon, December 27 <sup>th</sup>

- The city may on occasion extend any of the above listed holidays.
- If a holiday falls on a day not regularly scheduled for work, it will be observed on the preceding day or on the next regularly scheduled workday if the preceding day is also a day not regularly scheduled for work. The parties may alter the day on which a holiday is observed by mutual agreement.
- If there are part-time employees who do not work five (5) consecutive days, then the City agrees to consult with the Union to establish a mutually agreeable arrangement covering equitable holiday pay for the part-time employees.
- Employees who work on a holiday may choose compensatory time in lieu of overtime pay.
- Full-time hourly paid employees shall be compensated for scheduled and unscheduled overtime at the rate of one and one-half (1 1/2) times their normal rate of pay, except for overtime worked on a Sunday, a City-designated holiday, or the actual holiday for which the said employees shall be compensated at two (2) times the amount of their normal rate of pay, in addition to holiday pay.
- To be eligible for holiday pay, an employee must be in pay status both on his/her last scheduled workday before and after the holiday.
- Employees on vacation, sick leave, injury leave, or any leave of absence with pay shall be considered as working their regular schedule for pay purposes.

## ARTICLE 12 - MATERNITY / PATERNITY LEAVE

Employees are eligible for maternity and paternity leave as provided for under the Family Medical Leave Act.

## ARTICLE 13 - MILITARY LEAVE

The city agrees to comply with all Ohio and federal statutory requirements concerning military leave. Policies regarding such leave will be established through the labor-management committee.

## **ARTICLE 14 - DISCIPLINE**

### **Section 14.1: Discipline for Cause**

No employee shall be disciplined, suspended, removed, or reprimanded except for just cause. On any disciplinary matter, the city agrees to investigate the matter before it imposes discipline. It is further agreed that a pre-disciplinary hearing will take place as soon as possible, but in no case later than ten (10) workdays following knowledge by the City of the events upon which the alleged infraction is based. Time limits in this section may be extended upon mutual agreement of the parties. The City shall impose discipline within ten (10) workdays of the date of the pre-disciplinary hearing except in cases where potential criminal charges against the affected employee are being investigated by law enforcement or cases where the City later learns for the first time of new facts pertinent to the alleged infraction.

### **Section 14.2: Disciplinary Hearings**

The employee and the Union will receive a written statement concerning the allegations at least 48 hours before the pre-disciplinary hearing. The city will contact the designated Union representative to inform him or her of the pre-disciplinary hearing date and time before the written notice is sent (delivered to the employee.) All written notices and correspondence required in the Article may be made by certified mail, facsimile, email, personal service, or City mailbox. At the pre-disciplinary hearing the charged bargaining unit employee will be allowed to present his/her defense.

An employee who is charged or his/her designated representative may make a written request to the City Manager to review his/her personnel file in accordance with this section. Such request will be granted immediately by the City Manager in the case of a pending pre-disciplinary hearing. An employee who is charged, or his/her representative, may make a written request for a continuance. Such request will be granted where practical. The length of such continuance shall be mutually agreed upon. The city will notify the affected employee, in writing, of any charges or any decisions reached as a result of hearing as set forth in Section 14.1, above.

At any time, the city conducts a disciplinary meeting with an employee for the purpose of determining whether or not the employee has committed an infraction which could result in disciplinary action of record (reprimand, suspension, or dismissal), the employee will be entitled to have a union steward or other designated union representative present.

### **Section 14.3: Progressive Discipline**

In all cases, except very serious cases of discipline, the City shall follow the practice of applying a progressive discipline pattern. The progressive discipline steps are: verbal reprimand, written reprimand, suspension without pay (1, 3 or 5 days), and termination. A non-disciplinary coaching and/or performance improvement plan may also be issued by the City, neither of which shall be considered a form of discipline.

### **Section 14.4: Grievances over Discipline**

No non-disciplinary coaching, performance improvement plan or verbal reprimand is subject to Article 15 ("Grievance and Arbitration Procedure"). Grievances over disciplinary actions taken by the City Manager, Director of Finance or Director of Public Service shall be filed at and heard at Step 2 (City Manager or designee) of Article 15.

## **ARTICLE 15 - GRIEVANCE AND ARBITRATION PROCEDURE**

### **Section 15.1: Definitions**

A grievance is defined as a dispute between an employee or the Union and the City involving the interpretation or application of the terms of this Agreement.

### **Section 15.2: Grievance Procedure**

There shall be an earnest, honest effort to settle disputes and controversies promptly. Except as set forth in Section 14.4, if any dispute or controversy arises between an employee and the City and/or the Union and the City with respect to the interpretation or application of this Agreement or the rights, obligations, or liabilities of the parties herein, it shall be handled as follows:

The employee shall first discuss his/her complaint with his/her first line supervisor and attempt to resolve the dispute informally. If the grievance is not resolved informally during this discussion, then the supervisor shall document the general subject of the discussion and that the discussion took place.

### **Step 1**

In the event the dispute is not resolved in accordance with the above paragraph, the grievance shall be reduced to writing and signed by the employee and his/her steward and filed with his/her immediate supervisor outside the bargaining unit within ten (10) workdays after the employee has knowledge of, or should have knowledge of, the incident upon which the grievance is based. The immediate supervisor or his/her designee shall meet with the employee and his/her steward and answer the grievance in writing to the employee and his/her steward within ten (10) workdays after receipt of the grievance. If the grievance is not satisfactorily resolved or answered within the required ten (10) workdays, the Union may refer the grievance to the second step of the grievance procedure. If the Union does not refer the employee's grievance to the second step of the grievance procedure within ten (10) workdays after receipt of the answer rendered in this step, the grievance shall be considered settled.

### **Step 2**

If the grievance is not settled at Step 1, the grievance, along with all correspondence and documentation, shall be referred in writing to the City Manager by the Union. The City Manager or his/her designee shall meet, if necessary, with the employee and his/her representative and answer the grievance in writing to the employee and his/her steward within ten (10) workdays after referral of the grievance to the City Manager. The City and the Union may each have no more than four (4) representatives at a grievance meeting. Both the Union and the City have the right to call such witnesses as may be necessary for the investigation of the grievance. If the grievance is not settled, by the mutual consent of both union and city the grievance may be referred to mediation.

If the grievance is not settled at Step 2, the Union may refer the grievance to the arbitration procedure by giving the city written notice of its intent to arbitrate the grievance. If not referred by the Union to the arbitration procedure within ten (10) workdays after receipt of the answer rendered in this step, the grievance shall be considered settled. A grievance not so appealed from the second step shall be considered resolved and the written determination of the City Manager shall be final and binding upon the aggrieved employee, the Union, and the City.

### **Step 3 - Arbitration Procedure**

Within ten (10) workdays after receipt of the written notice to file under the arbitration procedure, representatives of the City and the Union staff representative or his/her authorized representatives and not more than two (2) other representatives of the Union shall meet for the purpose of attempting to resolve the dispute and/or selecting an impartial arbitrator. If no agreement is reached at this meeting, a joint letter requesting the Federal Mediation and Conciliation Service to submit the names of seven (7) arbitrators will be signed and mailed. Upon receipt of such names, the Union and the City shall alternately cross off one name until one name remains, that person being selected as the arbitrator. A date for arbitration shall be set as soon as possible in accordance with the wishes of the City and the Union, and the availability of the arbitrator.

All decisions of arbitrators and all grievance settlements between the City and the Union shall be final and binding on the City, the Union, and the employees. Both the City and the Union shall share equally in the expenses and fees of the arbitrator and other expenses incidental to the arbitration hearing. The fee of the court reporter shall be paid by the party asking for one; such fee shall be equally split if both parties desire a reporter or request a copy of any transcripts.

The arbitrator shall neither add to nor subtract nor modify the language of this Agreement in arriving at a determination within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The arbitrator shall issue a decision within thirty (30) calendar days after submission of the case to him/her.

It is understood that the time limits imposed in this Article may be extended at any step by mutual written agreement. Likewise, any step in the grievance procedure may be eliminated by mutual consent. It is further understood that the word "day" as used in the grievance procedure is defined to mean "workday" unless otherwise specified.

**Section 15.3: Voluntary Mediation**

The parties agree that it is in the best interest of the employees and the City to resolve grievances at the lowest possible step. Where there is mutual agreement to seek informal resolution and external assistance is desired, the parties agree to seek assistance from State Employees Relation board (SERB) or Federal Mediation and Conciliation Services (FMCS). The parties agree they must agree to the selection of the mediator, and the timing of the mediation. They further agree if the mediation is not free, the parties shall evenly split the cost of the mediation. The parties further agree, of the City's employees, that the Chapter Chair or Union Stewart, in addition to the person filing the grievance, will be the designated participants on the Union's side to the mediation.

**ARTICLE 16 - PERSONNEL FILES**

**Section 16.1:** An employee may review his/her personnel files periodically and may at the option of the employee, select a third party to be present during such review. The employee shall be entitled to a copy of any material contained in the file. Anonymous letters or materials shall not be placed in an employee's file, nor shall they be made a matter of record.

**Section 16.2:** All actions of record including written reprimands, suspensions, or dismissals may be maintained in each employee's personnel file throughout the period of his/her employment with the exception that all disciplinary records may be reviewed after two (2) years and removed, but in any case, they will be removed after four (4) years upon the request of the employee, provided that no additional disciplinary action for a related nature has been taken against the employee within one year of the date of the original disciplinary action. In any case in which a written reprimand, suspension, or dismissal is disaffirmed or otherwise rendered invalid, all documents relating thereto will be removed from the employee's personnel files. In addition, all records of disciplinary action removed from the files for any of the reasons outlined above shall not be considered in any future disciplinary action or promotional considerations. Destruction of disciplinary records shall be in accordance with the City's retention policy.

**ARTICLE 17 - LABOR-MANAGEMENT COMMITTEE**

A labor-management committee shall be established which shall meet on a regular basis to discuss matters of mutual interest of the City and the employees covered by this Agreement. The labor-management committee shall consist of no more than four (4) members, half of which shall be appointed by the Union and half appointed by the City. For the purpose of inclusivity and representational purposes, the City and Union will attempt to have at least one person from each building/department on their LMC teams. Each party may invite additional persons if their input is germane to the agenda. Meetings will be held no less than once every ninety (90) days. If needed, the city or the Union may request a meeting at any time. An agenda shall accompany the request for the meeting, and upon mutual agreement of both parties, the meeting shall be scheduled within ten (10) workdays after receipt of the request. The parties understand that grievances are not a proper subject for discussion in labor-management meetings. Generally, the discussion will center on the following:

1. Discuss the administration of this agreement.
2. Notify the Union of changes which affect bargaining unit.
3. Disseminate general information of interest to all parties.
4. Discuss ways to improve the efficiency of workforce.
5. Consider and discuss safety matters.

**ARTICLE 18 - SMOKING POLICY**

The city adheres to Chapter 3794 of the Ohio Revised Code, Smoking Ban. All smoking regulations shall be in compliance with applicable Ohio law.

Pursuant to current City Policy, smoking/vaping is prohibited in all city-owned buildings and equipment. With notification to their immediate supervisor or manager, employees may be granted two 15-minute breaks per day, one during the first half of the shift and the other during the second half of the shift, to smoke/vape; however, such smoking/vaping breaks must be taken in City designated areas, not within public view and not while performing City work.



## ARTICLE 19 - LAYOFF

**Section 19.1:** Whenever the City determines it is necessary to reduce the work force for lack of work or lack of funds, the employees in the classifications affected shall be laid off in the following order:

1. Temporary and seasonal employees
2. Probationary employees
3. Part-time employees
4. Full-time employees

**Section 19.2:** Employees within the affected job classifications or departments shall be laid off according to their City-wide seniority with the least senior being laid off first, providing that all student interns, probationary, temporary, seasonal, and part-time employees within the affected job classifications, or departments, are laid off first in the above respective order.

When the City determines that a layoff or job abolishment is necessary, it shall notify the affected employees thirty (30) days in advance of the effective date of layoffs, and sixty (60) days in advance of the effective date of a job abolishment. Notification of layoff or abolishment should also contain reason or circumstances of same.

**Section 19.3:** In the event an employee is laid off, he/she shall receive payment for any earned but unused vacation as quickly as possible, but no later than fourteen (14) calendar days after layoff.

### **Section 19.4: Bumping**

- Laid off full-time regular employees may bump part-time employees.
- Employee(s) who are laid off from one job classification may bump another employee with lesser seniority in an equal or lower rated job classification. Employees may not bump into Superintendent-level classifications.
- Employee(s) who are bumped by a more senior employee shall be able to bump another employee with lesser seniority in an equal or lower rated job classification pursuant to the provisions of the section above.
- In all cases where one employee is exercising his seniority to bump another employee, his/her right to bump is subject to the condition that he/she is qualified for the position and able to perform the functions and duties of the position into which he/she is attempting to bump at the time of the bump. At the end of the bumping process, the employee who is bumped and is unable or who chooses not to bump another employee pursuant to the above provisions shall be laid off.

### **Section 19.5: Community Service Workers**

Community service workers will not be used to perform any work ordinarily performed by a laid off employee.

## ARTICLE 20 - RECALL FROM LAYOFF

### **Section 20.1:**

Employees who are laid off shall be placed on a recall list for a period of three (3) years. During this period, the employee shall retain his/her seniority. However, seniority, sick leave, and vacation leave will not accrue during the layoff period. Any sick leave balance at time of layoff will be restored at time of recall unless employee was given compensation for such sick leave at time of lay off.

### **Section 20.2:**

If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff, provided they are presently qualified to perform the work in the work section to which they are recalled. Any recalled employee requiring additional training to meet the position qualifications in existence at the time of recall must satisfactorily complete the additional training requirements within twelve (12) months of recall. Any training required in this section shall be at the City's expense.

**Section 20.3:**

Notice of recall shall be sent to the employee by certified mail. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee.

**Section 20.4:**

The recalled employee shall be given seven (7) calendar days following the date of receipt of the recall notice to notify the City of his/her intention to return to work, and shall have fourteen (14) calendar days following the employee's notification of intent to return to work in which to report for duty, unless a different date for returning to work is mutually agreed upon between the recalled employee and the City.

**ARTICLE 21 - JOB BIDDING**

**Section 21.1:**

When a vacancy, opening, or new job occurs as determined by the City, in the classifications covered by this Agreement, the City shall post in all departments a notice of the vacancy, opening, or new job for seven (7) calendar days. During the seven (7) calendar days, employees may bid for the posted job. The job shall be awarded within a reasonable time thereafter but in no event more than fourteen (14) calendar days after the closing of the bid. In awarding the job, performance, ability, and skill shall be the determining factors; the City will consider seniority when two (2) or more employees are equal. Job bidding shall not be limited to a higher rate job classification.

**Section 21.2:**

If no member of the bargaining unit applies, or if the city determines that none of the applicants from the bargaining unit is qualified for the position, the city may fill the position by hiring a qualified new employee from outside the bargaining unit.

**ARTICLE 22 - NON-DISCRIMINATION**

The parties herein agree not to engage in sexual harassment, or any other type of discrimination, as defined in this Article.

**Section 22.1: Policy**

There shall be no discrimination or intimidation by the City or Union against any employee as a result of or because of such employee's race, color, religion, creed, national origin, sex, age, disability, religious beliefs, gender, ancestry, familial status, marital status, economic status, political affiliation, sexual orientation, sexual preference, gender identity/expression, pregnancy, military status, membership in the Union, or non-membership in the Union.

The Union and the City shall share equally in the responsibility for applying this provision of the Agreement.

**Section 22.2: Sexual Harassment**

Sexual harassment means any harassment based on someone's sex, gender, sexual orientation, sexual preference or gender/identity expression. It includes harassment that is not sexual in nature (for example, offensive remarks about an individual's sex, gender, sexual orientation, sexual preference or gender/identity expression), as well as any unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when any one of the following criteria is met:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
2. Submission to or rejection of such conduct by an individual is used as the basis for any employment decision; or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment. The terms "intimidating," "hostile" and "offensive" are to be interpreted according to legal standards generally from the viewpoint of a reasonable person in similar circumstances and the complaining party.

No one will be subject to, and the City prohibits, any form of discipline, reprisal, intimidation or retaliation for good faith reporting of incidents of harassment of any kind, pursuing any harassment claim, or cooperating in a related investigation. All employees are expected to fully comply with any investigation.

## **ARTICLE 23 - COMPULSORY ATTENDANCE PAY**

An employee required to serve on a jury during his/her regularly scheduled hours, or subpoenaed by any court, agency, or body having power to issue subpoenas in a matter in which the employee is not a party for an appearance during his/her regularly scheduled work hours, shall be excused from duty for the time required for such service and shall be paid his/her regular hourly rate less pay received for jury or witness service. An employee who is on paid leave may credit back.

## **ARTICLE 24 - UNION BUSINESS**

**Section 24.1:** The Union may select two (2) stewards who shall be permitted reasonable time to file, investigate, and process grievances or potential grievances during working hours without loss of pay.

**Section 24.2:** The local union president/chapter chairperson shall have the same privileges as a steward in any location so long as the steward is unavailable.

**Section 24.3:** The staff representatives shall be permitted access to work areas where employees are employed or working at all reasonable times for the purpose of adjusting grievances, assisting in the settlement of disputes, and for the purpose of carrying into effect the provisions and aims of this Agreement.

**Section 24.4:** The City agrees to furnish to the Union all appointments of new employees and personnel changes of employees in the bargaining unit, along with their addresses, classification titles, and division and/or location. Such notification shall be sent in writing to the local union president/chapter chairperson and the Union regional office within five (5) days after the appointment or changes are made.

**Section 24.5:** The Union shall be furnished space on bulletin boards in prominent locations for use in posting notices or other Union business. Such bulletin boards shall include one at the City Building, one at the hut, one at the wastewater plant and one at the water plant. The Union will pay for the cost of the bulletin boards. There will be no adverse notices regarding the management or City.

**Section 24.6:** The chapter chairperson, or his/her designee, shall be permitted to be absent with pay for no more than a total of twelve (12) days (96 hours) during each twelve (12) month period of this Agreement to attend AFSCME meetings, training sessions, conferences, and to perform Union administrative duties, provided such time off does not leave the City short staffed.

**Section 24.7:** The chapter chairperson, vice-chapter chairperson, recording secretary, and steward shall be given super seniority only for the purpose of layoff or shift assignments in that the employee occupying these specified offices will have the highest seniority when layoffs or shift assignments are made.

## **ARTICLE 25 - SAFETY**

**Section 25.1:** The City agrees to comply with all applicable Occupational Safety Health Act rules. Employees failing to follow reasonable safety rules may be disciplined up to and including termination.

**Section 25.2:** Immunizations for infectious diseases may be made available by the city, at no cost to the employees.

**Section 25.3:** Any and all accidents will be reviewed by a three (3) member accident review committee, consisting of the City

Manager or their designee, a department head or heads, or the Fire Chief. The department head or heads shall not be a head of the department in which the involved employee is a part. The person involved in the investigation shall not be a part of this committee other than for the presentation of the facts. Further, the city and/or the employee may request that the employee appear before the committee to be heard. Such appearance does not relieve the employee from the employee's obligation to complete a detailed accident report. Because some people communicate better verbally than in writing, if new details are learned from the employee's appearance before the committee, the employee shall immediately document the additional details in a supplemental accident report.

## **ARTICLE 26 - INSURANCE**

### **Section 26.1: Health Insurance**

1. The City shall provide a hospitalization and medical insurance plan which is substantially similar to the plan in effect on the execution of this Agreement.

The parties recognize that insurance plans, and provider networks, are volatile and subject to change during the term of this Agreement. The City, or the insurance carrier, shall notify employees of any plan or network changes which occur during the term of this Agreement. At all times, all applicable laws of the Affordable Care Act will be in full force and may require changes to the policy in effect at the time.

Prior to the expiration of any plan term, and upon request of either party, the City and the Union will meet and discuss anticipated plan changes and the effect of such changes upon access to services and cost.

2. As of the effective date of this Agreement, the City has entered into a contract with a health insurance carrier for coverage of its employees, including those in the bargaining unit, which has been reviewed by the Insurance Study Committee and is hereby incorporated herein. Effective January 1, 2013, all bargaining employees shall pay five percent (5%) of the actual premium cost of their health insurance (including any family coverage elected).

Thereafter, if the premium cost, including any deficit recovery assessments or other assessments, of the health insurance plan at the time of its annual renewal (or its reasonably available equivalent) increases less than ten percent (10%), bargaining unit employees shall not be responsible for payment for any additional share of their premium cost beyond the five percent (5%) set forth above. If the new premium cost of any health insurance renewal increases between ten percent (10%) and fifteen percent (15%), bargaining unit employees shall be responsible for payment of twenty percent (20%) of the amount of the increase (in addition to any previously imposed share of the cost imposed by this Article). If the new premium cost of any health insurance renewal increases more than fifteen percent (15%), bargaining unit employees shall be responsible for payment of twenty-five percent (25%) of the amount of the increase (in addition to any previously imposed share of the cost imposed by this Article).

For purposes of this Article all employee contributions towards health insurance premiums described herein shall be made by payroll withholding, and the City will attempt to create Section 125 plan treatment for such contributions as may be allowed by law. For purposes of this Article the percentage increase (if any) of health insurance renewals shall be calculated by using the total premium cost to the City under its contract with the carrier divided by the total number of City employees covered under the plan.

3. The City will contribute into each covered employee's HSA (Health Savings Account) an amount up to 55% of each employee's applicable deductible that shall be pro-rated from the date of hire. Employees may contribute to their HSA up to the remaining maximum balance allowable by law by payroll deduction (to be accorded Section 125 treatment, as may be permitted by law). The City's contribution to HSA accounts will be performed quarterly from the City's regular payroll account. Total annual contribution amounts made by the city will be reflected in block 12 of the employee's W-2.
4. Employees may elect to opt out of health insurance coverage and, if they so elect, shall receive one-thousand and fifty dollars (\$1,500.00) per calendar quarter, which may be taxable to the employee in accordance with law.

**Section 26.2: Dental Insurance**

AFSCME CARE PLAN - Dental Care III. The City of New Carlisle agrees to pay \$56.50 per month to the Ohio AFSCME Care Plan for each eligible employee who enrolls in such coverage and is covered by this Agreement.

If during the term of this Agreement, the AFSCME Care Plan Dental Care III shall be discontinued by the carrier or if there shall be any change in the terms or cost or the coverage, the parties shall forthwith re-open negotiations for the sole purpose of determining successor coverage.

**Section 26.3: Life Insurance**

The City agrees to purchase for permanent full time employees term life insurance in the amount of \$50,000.

**Section 26.4: Disability Insurance**

The City may provide at its expense a disability insurance policy intended to assist in covering lost earnings as a supplement to sick leave benefits and OPERS benefits.

**Section 26.5: Insurance Study Committee**

The City shall create an Insurance Study Committee containing representatives of bargaining unit employees, non-bargaining unit employees and management. The Union is entitled to appoint at least two (2) members to the committee.

The committee shall meet as necessary to monitor usage and developments concerning the health care plan. It shall examine, in consultation with any consultants employed by the City, possible modifications in available health care plans and their cost in an effort to contain the cost of health care plan coverage.

The committee may make recommendations to the city as to modifications of health care plans in order to contain costs.

**Section 26.6: Hearing Aid Insurance**

AFSCME Care Plan – Hearing Aid. The City of New Carlisle agrees to contribute fifty cents (.50) per month, per employee, to the Ohio AFSCME Care Plan.

**ARTICLE 27 - TRAINING**

**Section 27.1: Required Training**

The City will pay the cost of obtaining all required state licenses and renewals and required CDL endorsements which are required by the City or any applicable State of Ohio agency.

The City will reimburse employees for relevant expenses incurred while attending job related classes, seminars, or meetings which employees are required to attend by the City or which employees request to attend and the City approves. Allowable expenses include mileage at the current IRS approved rate, meals, parking, overnight accommodations, and other relevant expenses in accordance with the City's travel policy.

**Section 27.2: Cross Training**

1. The Employer will institute a cross training program to help employees have a working knowledge of other division functions and how to troubleshoot and correct problems that may occur.
2. This training will make the work force more versatile and knowledgeable in all phases of work performed throughout the City of New Carlisle.
3. Employees will be trained within their division and cross trained in other divisions (i.e., street personnel learn wastewater procedures). All training will be conducted and documented by the appropriate division head and entered into a training file kept in the Service Director's office and copy given to the Union.
4. There will be no pay differential during cross training for each classification per calendar year prior to the completion of eighty (80) hours of training. Training programs in excess of eighty (80) hours shall be mutually agreed upon by the Union and the City of New Carlisle.

### **Section 27.3: Employee Requested Training**

If the City allows an employee to obtain a required license for another department, the City must allow that employee to cross train or work in that related department to obtain the required contact hours given that no conflict with the operations of departmental work staffing levels are created. It is agreed that training under this provision does not trigger higher classification pay.

### **Section 27.4 Tuition Reimbursement**

1. Any full-time employee shall be eligible to receive reimbursement by the City for tuition, books, and course materials for job related courses. All courses must be approved, in writing, in advance, by the City Manager. Reimbursement for approved courses shall be at the following rate:
  - For a grade of "A" - 100%
  - For a grade of "B" - 90%
  - For a grade of "C" - 80%
2. No reimbursement shall be made for employees obtaining a grade less than a "C".
3. To receive reimbursement, the employee shall submit written proof of course taken, costs, and final grade before the end of the year in which the course is taken.
4. A tuition reimbursement account will be established in the City budget yearly. All employees who are eligible to receive reimbursement will be reimbursed up to a maximum of \$2,000.00 per calendar year, up to the point that the fund is exhausted for that fiscal year. Expenses cannot be held over from one year to the next for reimbursement.
5. Any employee who receives reimbursement for water/wastewater licenses or college classes, must remain employed by the city for a minimum of two years following reimbursement. If that employee leaves City employment before the two years, they must pay the city back for any said reimbursement.
6. The City will pay the cost of obtaining all required state licenses and renewals and required CDL endorsements, which are required by the City or any applicable State of Ohio agency.
7. The employee must advise the city of any other reimbursements. The city will not reimburse an employee for tuition where the employee is also getting reimbursed from another source. The exception to this would be if the employee's expenses for tuition, books, and course material exceed what the other source reimburses. In such cases, the City shall be the secondary reimbursor, responsible only for eligible expenses not fully paid by the other source available to the employee.

## **ARTICLE 28 - SAVINGS CLAUSE**

Unless specified herein, this Agreement supersedes all rules and regulations of the Ohio Department of Administrative Services or its successors and all Civil Service statutes, rules and regulations pertaining to wages, hours, and terms and conditions of employment, and all City resolutions/ordinances, rules, and regulations to the extent inconsistent with this Agreement. If any provision of this Agreement is held to be unlawful by a court of law, the remaining provisions of this Agreement shall remain in full force and effect. If any provision of this Agreement is held to be unlawful by a court of law, both parties to the agreement shall meet within fourteen (14) days for the purpose of reopening negotiations on the unlawful provision involved. If sections of this Agreement refer to the Ohio Revised Code, that Code section and its successors will be in effect, subject to renegotiation of this Agreement.

## **ARTICLE 29 - RESIDENCY**

No residency requirement shall be required of any person working for the City of New Carlisle covered by this Agreement.

## ARTICLE 30 - WAGES

**Section 30.1:** Effective the first pay period ending after January 1, 2025 (even if that pay period begins before January 1, 2025), the City shall grant equity adjustments to the employees' base wages as set forth in the table below. The table below is the per hour rate paid for each classification for the period between 01/01/2025 – 12/31/2025.

Classification	Step A	Step B	Step C	Step D	Step E	Step F
Superintendent Waste Water Plant	\$33.25	\$34.00	\$34.75	\$35.50	\$36.25	\$37.00
Waste Water Plant Operator (with license)	\$25.25	\$26.00	\$26.75	\$27.50	\$28.25	\$29.00
Waste Water Plant Operator (without license)	\$23.25	\$24.00	\$24.75	\$25.50	\$26.25	\$27.00
Waste Water Plant Maintenance (with license)	\$25.25	\$26.00	\$26.75	\$27.50	\$28.25	\$29.00
Waste Water Plant Maintenance (without license)	\$23.25	\$24.00	\$24.75	\$25.50	\$26.25	\$27.00
Laboratory Technician (with license)	\$25.25	\$26.00	\$26.75	\$27.50	\$28.25	\$29.00
Laboratory Technician (without license)	\$23.25	\$24.00	\$24.75	\$25.50	\$26.25	\$27.00
Superintendent Water Plant	\$32.25	\$33.00	\$33.75	\$34.50	\$35.25	\$36.00
Water Plant Operator (with license)	\$24.25	\$25.00	\$25.75	\$26.50	\$27.25	\$28.00
Water Plant Operator (without license)	\$22.25	\$23.00	\$23.75	\$24.50	\$25.25	\$26.00
Public Works Superintendent	\$27.25	\$28.00	\$28.75	\$29.50	\$30.25	\$31.00
Street Maintenance, Lead	N/A	N/A	N/A	N/A	N/A	N/A
Mechanic	\$23.25	\$24.00	\$24.75	\$25.50	\$26.25	\$27.00
Street Maintenance II	\$19.25	\$20.00	\$20.75	\$21.50	\$22.25	\$23.00
Street Maintenance I	\$17.25	\$18.00	\$18.75	\$19.50	\$20.25	\$21.00
Parks & Building Maintenance	\$21.25	\$22.00	\$22.75	\$23.50	\$24.25	\$25.00
Cemetery Superintendent	\$25.25	\$26.00	\$26.75	\$27.50	\$28.25	\$29.00
Secretary/Clerk/Assist. Tax Admin.	N/A	N/A	N/A	N/A	N/A	N/A
Assistant Income Tax / Finance Administrator	N/A	N/A	N/A	N/A	N/A	N/A
Utility Accounts Receivable Clerk	\$22.25	\$23.00	\$23.75	\$24.50	\$25.25	\$26.00
Account Clerk, Tax	N/A	N/A	N/A	N/A	N/A	N/A
Finance Clerk	\$21.25	\$22.00	\$22.75	\$23.50	\$24.25	\$25.00
Central Cashier	\$19.25	\$20.00	\$20.75	\$21.50	\$22.25	\$23.00

**Section 30.2:** Effective the first pay period ending after January 1, 2026 (even if that pay period begins before January 1, 2026), the City shall increase all bargaining unit classification wage steps by two percent (2%). The table below is the per hour rate paid for each classification for the period between 01/01/2026 – 12/31/2026.

<b>Classification</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>	<b>Step F</b>
Superintendent Waste Water Plant	33.92	34.68	35.45	36.21	36.98	37.74
Waste Water Plant Operator (with license)	25.76	26.52	27.29	28.05	28.82	29.58
Waste Water Plant Operator (without license)	23.72	24.48	25.25	26.01	26.78	27.54
Waste Water Plant Maintenance (with license)	25.76	26.52	27.29	28.05	28.82	29.58
Waste Water Plant Maintenance (without license)	23.72	24.48	25.25	26.01	26.78	27.54
Laboratory Technician (with license)	25.76	26.52	27.29	28.05	28.82	29.58
Laboratory Technician (without license)	23.72	24.48	25.25	26.01	26.78	27.54
Superintendent Water Plant	32.90	33.66	34.43	35.19	35.96	36.72
Water Plant Operator (with license)	24.74	25.50	26.27	27.03	27.80	28.56
Water Plant Operator (without license)	22.70	23.46	24.23	24.99	25.76	26.52
Public Works Superintendent	27.80	28.56	29.33	30.09	30.86	31.62
Street Maintenance, Lead	N/A	N/A	N/A	N/A	N/A	N/A
Mechanic	23.72	24.48	25.25	26.01	26.78	27.54
Street Maintenance II	19.64	20.40	21.17	21.93	22.70	23.46
Street Maintenance I	17.60	18.36	19.13	19.89	20.66	21.42
Parks & Building Maintenance	21.68	22.44	23.21	23.97	24.74	25.50
Cemetery Superintendent	25.76	26.52	27.29	28.05	28.82	29.58
Secretary/Clerk/Assist. Tax Admin.	N/A	N/A	N/A	N/A	N/A	N/A
Assistant Income Tax / Finance Administrator	N/A	N/A	N/A	N/A	N/A	N/A
Utility Accounts Receivable Clerk	22.70	23.46	24.23	24.99	25.76	26.52
Account Clerk, Tax	N/A	N/A	N/A	N/A	N/A	N/A
Finance Clerk	21.68	22.44	23.21	23.97	24.74	25.50
Central Cashier	19.64	20.40	21.17	21.93	22.70	23.46



**Section 30.3:** Effective the first pay period ending after January 1, 2027 (even if that pay period begins before January 1, 2027), the City shall increase all bargaining unit classification wage steps by two percent (2%). The table below is the per hour rate paid for each classification for the period between 01/01/2027 – 12/31/2027.

<b>Classification</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>	<b>Step F</b>
Superintendent Waste Water Plant	34.59	35.37	36.15	36.93	37.71	38.49
Waste Water Plant Operator (with license)	26.27	27.05	27.83	28.61	29.39	30.17
Waste Water Plant Operator (without license)	24.19	24.97	25.75	26.53	27.31	28.09
Waste Water Plant Maintenance (with license)	26.27	27.05	27.83	28.61	29.39	30.17
Waste Water Plant Maintenance (without license)	24.19	24.97	25.75	26.53	27.31	28.09
Laboratory Technician (with license)	26.27	27.05	27.83	28.61	29.39	30.17
Laboratory Technician (without license)	24.19	24.97	25.75	26.53	27.31	28.09
Superintendent Water Plant	33.55	34.33	35.11	35.89	36.67	37.45
Water Plant Operator (with license)	25.23	26.01	26.79	27.57	28.35	29.13
Water Plant Operator (without license)	23.15	23.93	24.71	25.49	26.27	27.05
Public Works Superintendent	28.35	29.13	29.91	30.69	31.47	32.25
Street Maintenance, Lead	N/A	N/A	N/A	N/A	N/A	N/A
Mechanic	24.19	24.97	25.75	26.53	27.31	28.09
Street Maintenance II	20.03	20.81	21.59	22.37	23.15	23.93
Street Maintenance I	17.95	18.73	19.51	20.29	21.07	21.85
Parks & Building Maintenance	22.11	22.89	23.67	24.45	25.23	26.01
Cemetery Superintendent	26.27	27.05	27.83	28.61	29.39	30.17
Secretary/Clerk/Assist. Tax Admin.	N/A	N/A	N/A	N/A	N/A	N/A
Assistant Income Tax / Finance Administrator	N/A	N/A	N/A	N/A	N/A	N/A
Utility Accounts Receivable Clerk	23.15	23.93	24.71	25.49	26.27	27.05
Account Clerk, Tax	N/A	N/A	N/A	N/A	N/A	N/A
Finance Clerk	22.11	22.89	23.67	24.45	25.23	26.01
Central Cashier	20.03	20.81	21.59	22.37	23.15	23.93

**Section 30.4: Working-out-of-Class**

An employee assigned to perform work outside of the employee's classification for three (3) or more consecutive workdays, shall be paid at the lowest step of the next higher classification. If that next higher step is a raise less than \$.25, the employee shall be paid at the next highest step (i.e., the employee working out of class will make at least \$.25 more for the out-of-class work) in the classification for the assigned duties effective on the first day. Such work must be explicitly assigned by the city on a full-time basis, except in the case of an emergency.

**Section 30.5: Progression**

Bargaining unit employees shall be eligible to receive step increases on their job classification anniversaries.

All step increases shall require performance evaluations which are satisfactory or better.

**Section 30.6: Required Licenses**

Employees hired after August 1, 2000, into positions in the Water Treatment Plant or the Wastewater Treatment Plant shall be required to obtain the applicable Class 1 license within three (3) years of their employment. In addition to the Class 1 license requirement, employees in the Wastewater Treatment Plant shall obtain a Class 2 license within 5 years of their employment and a Class 3 license within 8 years of their employment (this requirement is in effect after February 1, 2022, and thereafter). Failure to obtain the required license shall result in termination of employment.

**Section 30.7: Plant Operator Positions:**

If the City elects to fill a position as Water Plant Operator (with license) or Wastewater Plant Operator (with license), the City will consider applicants from within the bargaining unit even if such applicants do not then have the required license. If the City, in its discretion, hires an unlicensed applicant from within the bargaining unit, the successful applicant shall obtain the required license within three (3) years.

Upon receiving the license, the employee will be advanced to the "with license" position on the pay table at the equivalent wage or next step increase to be the equivalent of not less than a \$.25 increase.

**Section 30.8: Incentive Pay Policy:**

All full-time employees within the Water and Wastewater Departments are eligible for participation in the incentive pay program after approval from the Director of Public Service or the City Manager.

1. **Administration.** The Director of Public Service, or the City Manager in the absence of the Director of Public Service, shall provide, in writing, to the Finance Department the date of each license was obtained, the name of the employee, the department of the employee and the classification level obtained. There will be no back-pay under this policy, but each current employee shall immediately be granted the incentive pay based on his/her class level certifications.
2. **Incentive Payment Schedule.** Incentive pay will be added to the hourly wage and paid in accordance with the city's current payroll schedule.
3. **Communication.** New employees will be informed of the incentive pay policy and its criteria upon being hired and will receive regular updates and reminders. Clear and transparent communication will be maintained throughout the performance assessment process. Current employees will also be notified and, if applicable, granted the incentive pay at the earliest date allowable.
4. **Incentive Pay Structure.** Incentive pay will be based on the following criteria and will be slightly different between the Water and Wastewater Department as indicated below:
  - Water Department
    - (A) Plant Class – 1
    - (B) Incentive Pay Structure:
      - (1) The incentive pay structure shall be based on a tiered system, with additional compensation beginning at the next level after the plant minimum:
        - (a) Class 1 License Obtained – No incentive pay granted.
        - (b) Class 2 License Obtained - \$.50 added to the employee's hourly wage.
        - (c) Class 3 License Obtained - \$.50 added to the employee's hourly wage.
        - (d) Class 4 License Obtained - \$.50 added to the employee's hourly wage.
      - (2) The maximum total compensation that can be added to an employee's pay rate through this policy is \$1.50.

- Wastewater Department
  - (A) Plant Class – 3
  - (B) Incentive Pay Structure:
    - (1) The incentive pay structure shall be based on a tiered system, with additional compensation beginning at the Class 2 certification. The Environmental Protection Agency (EPA) will allow a Class 2 Operator to act as Operator of Record in the absence of a Class 3 Operator:
      - (a) Class 1 License Obtained – No incentive pay granted.
      - (b) Class 2 License Obtained - \$0.50 added to the employee’s hourly wage.
      - (c) Class 3 License Obtained - \$0.50 added to the employee’s hourly wage.
      - (d) Class 4 License Obtained - \$0.50 added to the employee’s hourly wage.
    - (2) The maximum total compensation that can be added to an employee’s pay rate through this policy is \$1.50.

### **ARTICLE 31 - CLOTHING ALLOWANCE**

Employees in the department of public service, except clerical and administrative employees in the Municipal Building, shall be furnished summer weight and winter weight uniforms and personal safety equipment to include safety shoes (boots), foul weather gear, coveralls, prescription safety glasses, or other personal gear deemed necessary. All the items furnished shall not exceed \$700 per employee per calendar year. Newly hired employees initially shall be provided five (5) summer weight and five (5) winter weight uniforms, one (1) winter jacket with liner, one (1) pair of coveralls, and one (1) pair of safety boots (initial boot issue not to exceed \$200.00). All aforementioned items must be approved by the city for color, type, and style. The items shall be maintained by the individual employee and worn in a neat and professional manner. Uniforms shall be furnished twice per year at the beginning of April for summer uniforms and the beginning of October for winter uniforms unless the City and Union mutually agrees otherwise. Upon resignation, retirement or termination of their City employment, employees shall return city-provided uniforms back to the City.

In classifications where there is excessive wear and tear or exposure to difficult cleaning situations, the City shall provide and maintain the employees' uniforms through a weekly uniform rental and/or cleaning-laundry company.

The City shall purchase employer issued work attire in an amount not to exceed \$300 per year that has the City logo affixed to the garment for all clerical employees who are not otherwise eligible for uniforms as set forth above.

Approved safety equipment as required will also be provided.

### **ARTICLE 32 - NO STRIKES AND NO LOCKOUTS**

**Section 32.1:** During the life of this Agreement, the Union will not cause, authorize, permit, participate in, or condone any strike, slowdown, sit down, work stoppage, or other employee meetings during working hours (except meetings called by the City), or other concerted interruption or interference with the business of the city, excluding informational picketing.

So long as the Union is not in violation of the first paragraph of Section 32.1, the City agrees that it will not lockout or prevent employees from performing their regularly assigned duties. Complete or partial reduction of operations or the complete discontinuance, either temporarily or permanently, of any operation by the City for economic reasons shall not be considered a lockout.

**Section 32.2:** Any violation of Section 32.1 hereof by an employee shall constitute cause for discharge of the employee who participates therein.

**Section 32.3:** In the event of any violations of Section 32.1 hereof, the Union will take whatever steps are necessary to terminate said strike, slowdown, sit down, work stoppage, or other concerted activities, which interrupt operations of the city in violation of this Agreement.

## **ARTICLE 33 - STANDBY**

**Section 33.1:** The City shall assume the responsibility for receiving emergency calls and after-hours calls which might necessitate employees to be called in to work from an off-duty status. These after-hours calls shall be directed first to the designated Standby City representative who will determine if an employee or employees should be called in from off-duty status. Prior to the beginning of the next calendar year, the City will develop an annual Standby representative calendar, designating the Standby City representative on a weekly rotational basis of employees who work in the Public Works, Water and Wastewater departments. Once such calendar is established, employees may switch weeks with other employees and will timely notify the City of any such rotational schedule changes.

**Section 33.2:** With agreement of the individual employee, cell phones may be required for certain employees who will be called only if those persons are needed for emergency work. Supervisory personnel may be called upon to assign after-hours calls or emergency calls to other personnel on a temporary, or "back up" basis, if the designated City representative is unavailable.

**Section 33.3:** If the City needs to place a certain employee on standby for a specific purpose and must be able to contact that employee for possible immediate call-in duty, then that employee shall receive ten percent (10%) of his/her regular rate of pay for each hour on standby. If an employee on standby is called in to work, he/she shall be paid pursuant to Article 5, Section 5.5.

## **ARTICLE 34 - SEVERE WEATHER**

It is understood that, as the local governmental authority, the City may need to have employees present even when severe weather causes closing of some private businesses. Nevertheless, the city agrees to use its best efforts to reduce exposure to severe weather such as extreme heat or extreme cold. Furthermore, in the event of dangerous road conditions, the City will analyze which employees are essential and may, during such occasions, excuse other employees from attendance. When Snow Emergencies in Clark County, or the county where the employee resides, reach Level III, only essential personnel must report to work. The City Manager, or their designee, will determine which personnel must report for work. Those Employees who are required to report to work shall be paid at a rate of 1.5 of their normal pay and may choose to convert to compensatory time.

## **ARTICLE 35 - CONTRACTING**

While the City does have the right to determine that individual or multiple governmental or proprietary functions may be contracted out, the City agrees that in the event it decides to contract out one or more functions that may result in the loss of a bargaining position(s), it will notify the Union in writing and delay taking such action for ninety (90) days in order to give the Union an opportunity to propose methods by which City employees can be organized to produce the function(s) in question in a cost effective manner when compared with the cost of contracting out. The city agrees to consult broadly with the Union in developing and analyzing such Union proposals.

## SIGNATURES

IN WITNESS WHEREOF, the parties hereunto have signed by their authorized representatives.

this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**FOR CITY OF NEW CARLISLE:**

**AFSCME, OHIO COUNCIL 8  
LOCAL 101, D.P.S.U. IAFL-CIO:**

\_\_\_\_\_  
Howard Kitko  
City Manager  
City of New Carlisle

\_\_\_\_\_  
Peter M. McLinden  
Staff Representative  
AFSCME, Ohio Council 8

\_\_\_\_\_  
Jake Jeffries  
Director of Law  
City of New Carlisle

\_\_\_\_\_  
Dave Coleman  
Chapter Chairperson

\_\_\_\_\_  
Greg Slattery

\_\_\_\_\_  
Sara Woodin

\_\_\_\_\_  
Robert Hoke

\_\_\_\_\_  
**Date:**

\_\_\_\_\_  
**Date:**