

CITY COUNCIL

SPECIAL MEETING AGENDA

November 12, 2024 @ 6:00pm
At Heritage Hall in Smith Park

1. Call to Order: Mayor Cook
2. Roll Call: Clerk of Council
3. Invocation:
4. Pledge of Allegiance:
5. Action on Minutes: N/A
6. Communications: N/A
7. City Manager's Report: N/A
8. Committee Reports: N/A
9. Comments from Members of the Public: *Comments limited to 5 minutes or less

10. RESOLUTIONS: (1-Intro; - 1- Action*)
 - *A. Resolution 2024-15R (Introduction, Public Hearing and Action Tonight)**
A RESOLUTION AUTHORIZING A CLINICAL AFFILIATION AGREEMENT WITH CLARK STATE COLLEGE

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 REGARDING THE KEEPING OF CHICKENS AT RESIDENTIAL PROPERTIES WITHIN CITY LIMITS
 - *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
 - *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
 - *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

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

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

***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

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

AN ORDINANCE APPOINTING HOWARD KITKO AS INTERIM CITY MANAGER, AND DECLARING AN EMERGENCY

12. Other Business:

- Open for Discussion on City Related Business

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

14. Return to Regular Session:

15. Adjournment

Town Hall Meeting is Monday, November 18, 2024 @ Heritage Hall in Smith Park 5:30PM.
Next Council Regular Meeting is Monday, November 18, 2024 @ Heritage Hall in Smith Park.
6:00PM.

RESOLUTION 2024-15R

**A RESOLUTION AUTHORIZING A CLINICAL AFFILIATION AGREEMENT WITH
CLARK STATE COLLEGE**

WHEREAS, Clark State College is currently conducting Emergency Medical Services, Physical Therapy Assistant and Registered Nursing clinical programs; and

WHEREAS, the New Carlisle Fire Department is able to provide learning experience and assistance to students in the aforementioned programs; and

WHEREAS, Clark State desires to enter into the attached agreement whereby the New Carlisle Fire Department will provide clinical education-learning experiences to Clark State students; and

WHEREAS, by entering into the agreement, the City of New Carlisle will be contributing to the professional growth and competence of the students enrolled in the programs.

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

SECTION 1. The City Manager is authorized and directed to enter into the attached agreement with Clark State College 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

Intro: 11/12/2024

Action: 11/12/2024

Effective: 11/27/2024

_____ 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

CLINICAL AFFILIATION AGREEMENT

The Clinical Affiliation Agreement (“Agreement”) is made and entered into as of the last date of the signatures below (the “Effective Date”) by and between New Carlisle Fire Department (the “Clinical Site”) and Clark State College (“Institution”). The Clinical Site and the Institution will be referred to collectively as the “Parties” and individually as “Party.”

WHEREAS, the Clinical Site provides capability for learning experiences and recognizes the professional responsibility of assisting in the teaching of Institution students and is interested in providing assistance to the Institution in its curricula, and

WHEREAS, the Institution is currently conducting programs in the fields listed on Exhibit A and desires to obtain the assistance of the Clinical Site in furthering the Institution’s education objectives in these fields, and

WHEREAS, the Institution and the Clinical Site mutually desire to promote excellence in the provision of professional service, healthcare education and research, and to contribute to the professional growth and competence of students enrolled in the Institution professional education program(s), and

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, it is mutually understood and agreed upon by the Parties, as follows:

SECTION I MUTUAL RIGHTS AND RESPONSIBILITIES

1. The Clinical Site will accept students selected by the Institution and agreed upon by the Clinical Site. The nature of the experience shall be arranged by both the Clinical Site’s Clinical Education Coordinator and the Institution’s Academic Coordinator, who shall be named in Exhibit A.
2. The time periods and number of students assigned during any one clinical experience period will be mutually agreed upon by the Institution and Clinical Site prior to student arrival.
3. The Institution, faculty, students, and Clinical Site personnel will collaborate to assure quality and continuity of care for Clinical Site patients and attainment of learning objectives.
4. The Institution and the Clinical Site shall not discriminate against any student on the basis of race, color, age, religion, sex, sexual orientation, gender identification, national origin, disability, or identity as a disabled veteran.
5. The Institution and the Clinical Site agree that they shall abide by all applicable federal, state and local laws, rules, regulations and executive orders in effect as of the date of the Agreement, and as they may change or be amended from time to time.
6. Each Party agrees that no student in the clinical education program will be deemed to be an employee of the Clinical Site. Without limiting the generality of the foregoing, students who are employed by Clinical Site in other roles (i.e., an individual employed by Clinical Site as a Medical Assistant, but doing a clinical rotation in furtherance of a nursing degree) will not be deemed or permitted to be an employee of the Clinical Site during such individual’s clinical rotation hours. The Clinical Site shall not be liable for the payment or provision of any wage, salary, compensation, or benefit of any kind for services provided by any student. Without limiting the generality of the foregoing, no student will be covered under the Clinical Site’s health

plan, retirement plan, worker's compensation, social security, or unemployment compensation programs.

7. The assigning of student grades for clinic education is solely the responsibility of the Institution. The Academic Coordinator may, however, use information gathered from the student evaluation form that will be completed by the clinical instructor or preceptor (as applicable) and any other written documentation provided by the Clinical Site.

8. The Institution and the Clinical Site shall collaborate to determine the necessity to remove any student from his/her assignment at the Clinical Site. The Clinical Site shall inform the Institution's Academic Coordinator to initiate this process, and the Parties will follow established Institution guidelines for removal of a student. Notwithstanding the foregoing, the Clinical Site shall have the ability to exclude or remove a student from Clinical Site premises for reasons of health, safety, poor performance of duties, or other reasonable cause as determined by the Clinical Site in its sole discretion. In the event that the Clinical Site prohibits or denies access to any student, the Clinical Site agrees to notify the Institution immediately.

SECTION II INSTITUTION RIGHTS AND RESPONSIBILITIES

1. The Institution shall designate one or more appropriately qualified and credentialed faculty members to coordinate and act as the liaison with the Clinical Site. Institution shall notify Clinical Site in writing of any change or proposed change of its faculty liaison(s).

2. The Institution shall be responsible for providing students with information regarding the policies, rules and regulations of each location of Clinical Site at which the students will rotate and for advising students of their responsibilities to abide by such policies, rules and regulations while assigned to the Clinical Site. The Institution shall be responsible for ensuring that students act within the limits of the supervision established for each rotation.

3. The Institution shall provide the following information in writing to the Clinical Site at least thirty (30) days prior to each term:

- (a) Number of students requested to be taken and the dates and hours of the potential rotation,
- (b) The expected level of experience of the student(s) being assigned,
- (c) The expected learning objectives for its students, and
- (d) The student evaluation forms.

4. The Institution reserves the right to withdraw, upon ten (10) days prior written notice, a student from his/her assigned clinical experience at the Clinical Site when in the Institution's judgment the clinical experience does not meet the needs of the student or for any other reason.

5. The Institution will ensure that each clinical program student has complied with the Clinical Site's vaccination and other health documentation requirements, attached hereto as Exhibit B, prior to the student's initial arrival at the Clinical Site premises.

6. The Institution shall require every student to complete a background check and provide assurance of such background check to the Clinical Site prior to that student's participation in a clinical rotation.

7. The Institution will inform their students in writing, and ensure enforcement, of the following

information relevant to the clinical rotation and the Clinical Site:

- (a) Students will be responsible for providing transportation to and from the Clinical Site during periods of clinical education affiliation.
- (b) Students will be responsible for acquiring accident, sickness, and health insurance and provide evidence of such upon request by the Clinical Site.
- (c) Students will abide by the existing rules, regulations, policies, and procedures of the Clinical Site during a clinical rotation.
- (d) The Institution will educate the students in, and assess learning of, the Health Insurance Portability and Accountability Act (HIPAA) prior to allowing students to participate in any clinical experience.
- (e) Students will not remove any of Clinical Site's data or property or use it for their own benefit.
- (f) Students will not disparage Clinical Site, or discuss patients, online and/or in social media.

8. The Institution shall, at its sole cost and expense, carry and maintain professional liability and general liability coverage for the acts or omissions of itself, its faculty, and its students in relation to this Agreement. Such coverage shall be in the minimum amounts of \$1,000,000 per occurrence and \$3,000,000 annual aggregate and shall be self-insured through a bona fide self-insurance program or underwritten by a reputable insurance organization authorized to do business in the State of Ohio. If Institution's professional liability coverage provides for "claims made" coverage, Institution shall provide time unlimited tail coverage for liabilities arising from the services provided hereunder. Institution shall also maintain, at its own expense, property insurance and worker's compensation coverage of the types and at the levels that are usual and customary to insure the obligations and activities itself, its faculty, and its students under this Agreement. Evidence of the liability coverage required by this section shall be provided to the Clinical Site upon request.

9. The Institution may, subject to Clinical Site's supervision policies, visit the Clinical Site before, after, and/or during the clinical experience periods at times approved by the Clinical Site.

10. To the extent permitted by applicable law, Institution shall indemnify, defend and hold the Clinical Site, its affiliated entities, officers, directors, employees, and agents, harmless from and against any claims, charges, judgments, costs, liabilities, damages, losses, or expenses (including reasonable attorneys' fees and expenses of litigation) resulting from any claims, allegations, suits, actions, or demands (collectively "Claims") that arise out of or result from the Institution's or its faculty or students' acts or omissions relating to this Agreement or the Institution's failure to perform any obligation undertaken or covenant made in this Agreement. The Clinical Site shall promptly notify and provide reasonable cooperation to the Institution in the defense of any Claim for which indemnification is sought at the Institution's expense.

SECTION III CLINICAL SITE RIGHTS AND RESPONSIBILITIES

1. The Clinical Site shall provide clinical education-learning experiences that are planned, organized, and administered by qualified staff in accordance with mutually agreed upon educational objectives and guidelines.

2. Notwithstanding anything to the contrary, the Clinical Site shall, in its sole discretion, determine the number of students to accept for any given rotation and approve which student(s) are accepted for a rotation.

3. The Clinical Site will make available applicable policies and procedures to the Institution, and to the student, to which the students shall be expected to adhere, during periods of the clinical experience and while on facility premises.
4. The Clinical Site shall use best efforts to facilitate the student's professional growth through selection of patients for teaching purposes and educational assignments, and through the provision of adequate space, equipment and supplies to meet the objectives of the clinical experience.
5. Students shall perform services for patients only when under the supervision of a registered, licensed or other certified Clinical Site staff member as required by the program and/or medical field. Students shall perform assignments and participate in patient rounds, clinics, staff meetings and in- service educational programs at the discretion of their supervisor(s) as designated by the Clinical Site. Students are trainees, not employees of the Clinical Site, and are not to replace Clinical Site staff.
6. For nursing students, the supervising Clinical Site staff member will function as a preceptor when supervising a nursing student in the performance of nursing care for a mutually agreed period of time. Each such Clinical Site nurse who serves in a preceptor role shall supervise no more than two students at a time, shall work in collaboration with the Institution faculty coordinator, and shall otherwise comply fully with the requirements of Ohio Administrative Code Chapter 4723-5. Such preceptors shall also comply with the requirements listed on Exhibit C.
7. The Clinical Site shall, on reasonable request and subject to Clinical Site's supervision policies, permit the inspection of its clinical facilities, services available for clinical experiences, student records, and such other items pertaining to the clinical education program as may be relevant, by representatives of the Institution charged with responsibility for approval of the facilities or accreditation of the curriculum.
8. Except in emergencies, the Clinical Site shall not grant leave of absence from regular duties to students during their clinical experience without prior approval from the Institution.
9. The Clinical Site agrees to arrange emergency health care for illnesses or injuries resulting from the clinical rotation. Payment for health services will be covered by the student and/or the student's health insurance.

SECTION IV TERM OF AGREEMENT

1. The initial term of this Agreement shall be for a period beginning on the Effective Date and continuing for one (1) year thereafter ("Initial Term"). The Initial Term shall be extended automatically for one or more periods of twelve (12) months (each an "Extension Term"), unless notice in writing to terminate is given by a Party not less than thirty (30) days before the end of the Initial Term or any Extension Term.
2. Either Party may terminate this Agreement at any time upon thirty (30) days prior written notice to the other Party. Should notice of termination be given, students assigned to the Clinical Site shall be allowed to complete any previously scheduled clinical experience then in progress at the Clinical Site.
3. Termination or expiration of this Agreement shall not affect any rights or obligations which have accrued prior thereto or in connection therewith, or any obligations hereunder which by their nature or intent should survive termination or expiration, including but not limited to Section II.7 and Section II.9.

SECTION V
MISCELLANEOUS PROVISIONS

1. This Agreement has been executed and delivered in the State of Ohio and all of the terms and provisions of the Agreement and the rights and obligations of the Parties hereto shall be interpreted and enforced in accordance with the laws of the State of Ohio.
2. The venue for the adjudication of any matter under this Agreement shall be Clark County in the State of Ohio. The Parties expressly waive their rights to remove any action to enforce this Agreement to federal court.
3. Nothing in this Agreement shall constitute, be construed, or create an employment or agency relationship, a partnership, or a joint venture among the Parties, nor does this Agreement create an equity or ownership interest by any Party in any Party.
4. Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by either Party without the prior written consent of the other Party.
5. The failure of either Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or take advantage of any rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any rights, but the same shall continue and remain in full force and effect. Provisions of this Agreement may only be waived by an express written statement specifically stating the intent to waive an identified right signed by the Party making such waiver.
6. If any portion of this Agreement shall for any reason be invalid, illegal, unenforceable or otherwise inoperative, the valid and enforceable provisions will continue to be given effect and to bind the Parties.
7. This Agreement is intended for the benefit of the Parties only. There are no intended third-Party beneficiaries.
8. Neither Party shall use the name, logo, likeness, trademarks, image or other intellectual property of the other Party for any advertising, marketing, endorsement or any other purposes without the specific prior written consent of an authorized representative of the other Party as to each such use.
9. All notices, requests, demands, and other documentation required or permitted to be given under this Agreement shall be provided in writing and will be deemed to have been fully given and received (i) when delivered in writing personally; (ii) when sent by confirmed electronic message or facsimile; (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one (1) day after deposit with a commercial overnight carrier, with written verification of such receipt, to the following addresses:

If to Institution:

Clark State College
570 East Leffel Lane
Springfield OH 45505

If to Clinical Site:

New Carlisle Fire Department
315 North Church St
New Carlisle, Oh 45344
Attn: Chief Steve Trusty

10. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument. Signatures of the Parties by facsimile or electronic transmission will be deemed to be their original signatures for all purposes.

11. This Agreement (including any exhibit and schedule provided pursuant hereto) constitutes the entire agreement among the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements between the Parties hereto in connection with the subject matter of this Agreement. No modification or amendment of this Agreement may be made or be binding unless made in writing and signed by each of the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement through their duly authorized officials to be effective as of the Effective Date.

INSTITUTION:

Clark State College
570 East Leffel Lane
Springfield OH 45505

CLINICAL SITE:

New Carlisle Fire Department
315 North Church Street
New Carlisle OH 45344
Attn: Chief Steve Trusty

By: _____

Printed Name: Jerry Linn

Title: Interim Program Coordinator, EMS

Date: _____

By:  _____

Printed Name: Doug Schantz

Title: Executive VP Finance, Facilities & Operations

Date: October 30, 2024

By: _____

Printed Name: Steve Trusty Title

Title: Fire Administrator

Date: _____

By: _____

Printed Name: Howard Kitko

Title: Acting/Interim City Manager

Date: _____

EXHIBIT A

LIST OF PROGRAM FIELDS

	PROGRAM	CONTACT
1.	<u>Emergency Medical Services (EMS)</u>	<u>Jeremy Linn</u>
2.	<u>Physical Therapist Assistant (PTA)</u>	<u>Dana Matt</u>
3.	<u>Registered Nursing (RN)</u>	<u>Scott Dolan</u>
4.	<u></u>	<u></u>
5.	<u></u>	<u></u>
6.	<u></u>	<u></u>
7.	<u></u>	<u></u>
8.	<u></u>	<u></u>

EXHIBIT B

LIST OF REQUIRED VACCINATIONS AND DOCUMENTATION

- Hepatitis B
 - Positive surface antibody tier, or completion of three (3) Hepatitis B vaccinations, or
 - Signed declination form if student refuses to receive Hepatitis B vaccination;
- Measles, Mumps and Rubella
 - Positive titer, or proof of immunity through immunization, history of infection, or birth prior to 1957.
 - Vaccination
- Varicella
 - Titer or proof of immunity through history of chicken pox infection or immunization.
- Tetanus/Diphtheria
 - Vaccination within last ten (10) years;
- Influenza vaccination if present between the period of October 31st thru March 31st.
- TB Skin Test
 - Negative PPD tuberculosis test or negative IGRA, within the past year.
- Criminal background check with no findings that are prohibited by OVSH policies and practices
- Photo ID
- Proof of COVID-19 vaccination in accordance with the requirements of applicable regulations

EXHIBIT C

NURSING CLINICAL PRECEPTOR REQUIREMENTS

Clinical Site Preceptors shall:

- Be a registered nurse or licensed practical nurse who meets the preceptor qualifications contained in Section 4723-5-10 or 4723-5-11 (as applicable to the nursing program) of the Ohio Administrative Code;
- Have completed an approved registered nursing education program;
- Supervise no more than two (2) nursing students at any one time;
- Have at least two (2) years of experience in the practice of nursing with demonstrated competence in the area of clinical practice in which the preceptor is providing supervision;
- Design the nursing student's clinical experience to achieve the stated objectives or outcomes of the nursing course in which the student is enrolled;
- Clarify with the faculty member the following:
 - The role of the preceptor,
 - The responsibilities of the faculty member,
 - The course and clinical objectives or outcomes,
 - The clinical experience evaluation tool;
- Contribute to the evaluation of the nursing student's performance by providing information to the faculty member and the student regarding the student's achievement of established objectives or outcomes;
- Implement the clinical education plan at the direction of a faculty member responsible for the course in which the nursing student is enrolled.

ORDINANCE 2024-28

AN ORDINANCE AMENDING SECTION 618.21 OF THE CODIFIED ORDINANCES REGARDING THE KEEPING OF CHICKENS AT RESIDENTIAL PROPERTIES WITHIN CITY LIMITS

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

WHEREAS, on June 3, 2024, City Council passed Ordinance 2024-26, which amended Chapter 618 by adding Section 618.21 to that chapter; and

WHEREAS, Section 618.21 permits the keeping of chickens at residential properties within City limits; and

WHEREAS, some City Council members believe that Section 618.21 lacks certain restrictions and safeguards that would protect all citizens of the City; and

WHEREAS, to address those concerns, certain City Council members desire to introduce this ordinance to amend Section 618.21 for the purpose of placing additional restrictions and safeguards on the keeping of chickens at residential properties; and

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

NOW, THEREFORE, THE CITY OF NEW CARLISLE HEREBY ORDAINS that Section 618.21 of the Codified Ordinances be amended as follows:

618.21. KEEPING OF CHICKENS - RESIDENTIAL.

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

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

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

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

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

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

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

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

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

(3) The slaughtering of chickens is strictly prohibited.

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

(5) For any residential property that is smaller than one (1) acre, a maximum of six (6) chickens may be kept. For residential properties that are one (1) acre or more, a maximum of twelve (12) chickens may be kept.

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

(7) The breeding of chickens is strictly prohibited.

(78) Chickens shall be kept in either a coop, combined coop and run, or chicken tractor in a non-permanent structure. Each coop shall have a fence, vegetation or privacy screen so that the coop is not visible to neighbors. Chicken coops, runs and tractors must be maintained to ensure the health, safety and well-being of the chickens, and regularly cleaned to control dust, odor, vermin and waste.

(9) Any coop, combined coop and run or chicken tractor shall be considered to be an Accessory Building and shall be subject to Section 1280.26 and all such other rules and regulations that pertain to residential Accessory Buildings and/or Accessory Structures under the Codified Ordinances.

(810) The City will not require a permit to keep chickens at any residential property pursuant to this Section. Any person desiring to keep chickens in accordance with this Section shall register with and apply to the City of New Carlisle for a permit, together with an application fee, in a form adopted by the Planning Director. Each permit, or any renewal thereof, issued under this Section will expire on December 31st of each calendar year unless the permit holder renews the permit by submitting the necessary form and paying the required renewal fee. A permit may be revoked by the Planning Director, at any time, if the permit holder fails to comply with the requirements of this Section. A former permit holder must remove all chickens from his or her residential property within seven (7) days of revocation or nonrenewal of that person's permit.

(11) Any decision made by the Planning Director/Zoning Inspector as it relates to the denial or revocation of a permit for the keeping of chickens may be appealed in accordance with Section 1244.04 of the Codified Ordinances.

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

(d) Abatement. In addition to all other legal recourse to which the City may be entitled, a violation of this Section is deemed to constitute a public nuisance and shall be subject to abatement procedures by the City under the Ohio Revised Code and/or City Ordinances.

Passed this _____ day of _____, 2024.

Bill Cook, Mayor

Chris Stapleton, Clerk of Council

APPROVED AS TO FORM:

Jake Jeffries, DIRECTOR OF LAW

Ordinance Requested by Mayor Bill Cook, Vice Mayor Peggy Eggleston, and Councilman Dale Grimm

Mayor Bill Cook

Vice Mayor Peggy Eggleston

_____ 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

Intro: 06/10/24
Action: 11/12/24
Effective: 11/27/24



CITY OF NEW CARLISLE CHICKEN PERMIT APPLICATION

331 S. Church Street
New Carlisle, OH 45344
937-845-9492

Date Received (Office Use): _____ All Chicken Permits expire on December 31st.

Fees: \$5 per household Paid: _____ Receipt #: _____

Print Applicant Name _____

Applicant Address _____

Applicant Phone Number _____

Property Owner Phone Number _____

Zoning District _____ Parcel No. _____

Number of Chickens: _____

Parcel Size	Minimum # of Chickens	Maximum # of Chickens
Under an Acre	3	6
One Acre or More	3	12

Additional Requirements

1. An Accessory Structure Permit shall be required in addition to this permit. Coops, runs and/or chicken tractors shall be subject to the following setbacks per residential zoning classification:

Accessory Buildings				
Zoning District	Zoning District Expanded	Side Setback (Feet)	Rear Setback (Feet)	Building Height (Feet)
SER	Suburban Estate Residential	25	10	24
R-2	Low Density Residential	15	10	24
R-4	1 and 2 Family Residential	5	10	18
R-5	Medium Density Residential	5	10	18
R-7	High Density Residential	3**	5	18
R-12	Multi-Family Residential	10	10	18
OA	Office-Apartment	5	5	18
R-PUD	Residential- Planned Unit Dev.	5	10	18*
* Cannot exceed height of principal building				
** Cannot be closer than 10 feet to the nearest structure				

2. Only the keeping of hens (female chickens) is permitted. Roosters are expressly prohibited due to potential noise disturbances
3. The keeping of chickens is permitted at single-family dwellings only.
4. The slaughtering of chickens is strictly prohibited.
5. The breeding of chickens is strictly prohibited.
6. Chicken feed must be stored in a rodent proof container.
7. Clean water shall always be made available to the chickens.
8. Chickens must be housed in a covered, ventilated and predator resistant coop, run and/or chicken tractor.
9. Each coop, run and/or chicken tractor must be kept clean and sanitary to prevent any insect breeding, vermin attraction, nuisance or offensive odor past the property line.
10. Dead birds and discarded or rotten eggs shall be promptly removed and disposed of, and any such

removal/disposal must be done within 24 hours.

11. A chicken permit must be obtained annually from the City Administration Office (address above) at the cost of \$5.00 per year.
12. The permit for keeping chickens may be revoked upon the permit holder violating Section 618.21 of the City Ordinances or failing to comply with any of the requirements set forth in this application.
13. The applicant agrees that the City of New Carlisle, or its designee, may enter upon the applicant's property at any reasonable time, with or without prior notification, to inspect the condition of the chickens, coops, runs and/or chicken tractors to ensure compliance with applicable local codes and the laws of the State of Ohio
14. This permit application may only be submitted by an owner or owners of the property listed herein. Renters are not permitted to apply on behalf of the property.
15. An approved Accessory Structure Permit for any chicken coop, run and/or chicken tractor at the address listed on this permit must be on file with the City at the time of the submission of this application.

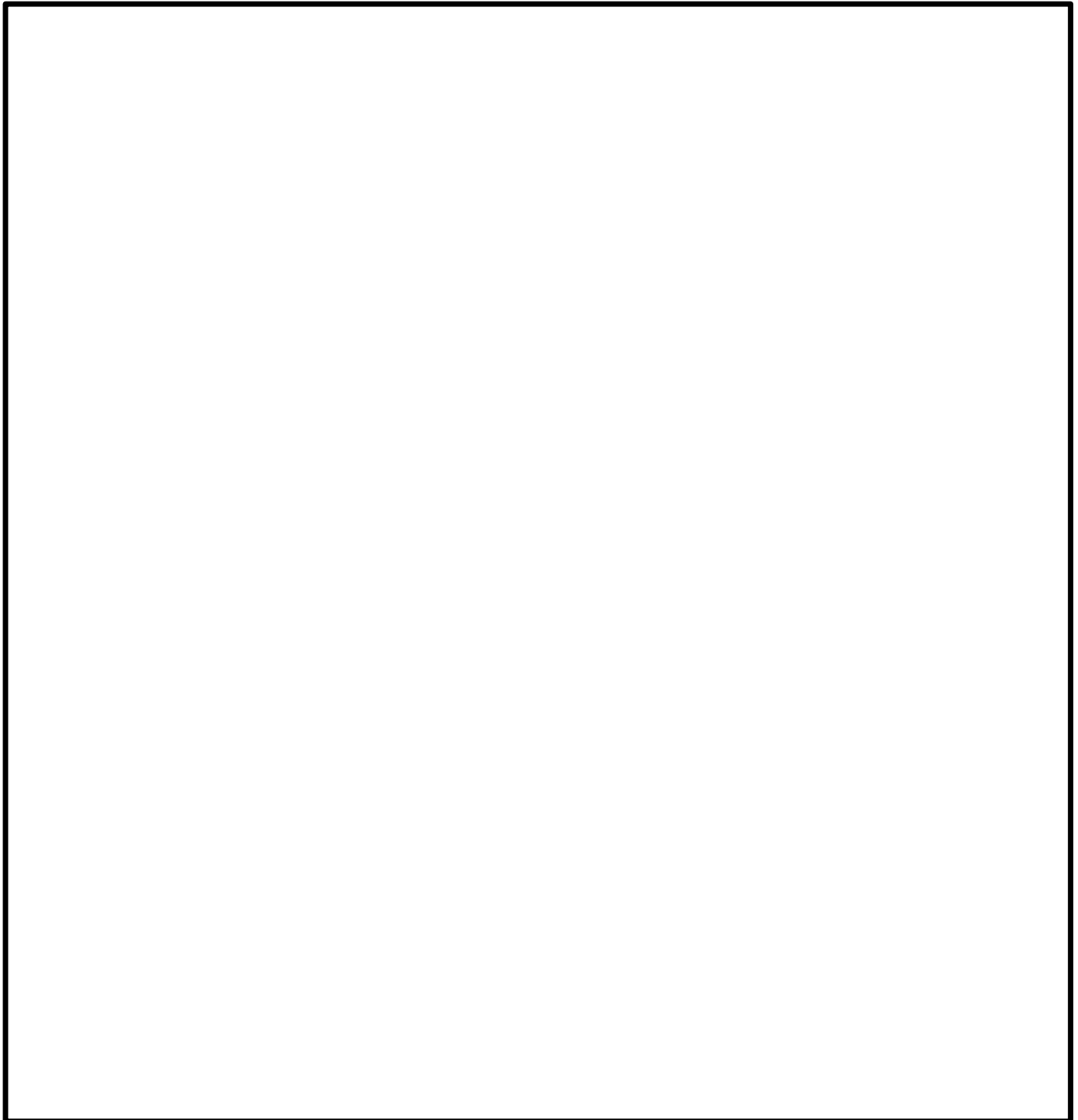
The undersigned _____ hereby certifies/certify that the undersigned is/are the rightful owner(s) of the property address listed herein, agree(s) to the listed requirements of this application, understand(s) that this permit may be revoked and the undersigned may be subject to other possible legal action upon a violation of Section 618.21 of the City Ordinances or failure to comply with any of the listed requirements of this application, and agree(s) that the City of New Carlisle, or its designee, may enter upon the property at any reasonable time, with or without prior notification, to inspect the condition of the chickens, coops, runs and/or chicken tractors to ensure compliance with applicable local codes and the laws of the State of Ohio. The undersigned, jointly and severally (if more than one), further agree(s) to indemnify, defend and hold harmless the City and its officers, agents and employees from any and all claims, suits, actions, damages, liabilities, losses, costs and expenses arising out of, related to or resulting from the undersigned's keeping of chickens.

Signed by: _____ Date: _____

Signed by: _____ Date: _____

Please provide a Site plan, or overhead view, of the property showing (Does not need to be drawn to scale):

- ✓ Rear Lot Property lines
- ✓ Location of house and any other buildings
- ✓ Proposed Coop, Run and/or Chicken Tractor
- ✓ Include measurements to boundary lines, house, and/or other buildings



ORDINANCE 2024-29

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

WHEREAS, City Council of the City of New Carlisle voted to adopt a Planning and Zoning Fee Schedule in 2014; and

WHEREAS, it is necessary to update the fee schedule from time-to-time to help defray the costs of the required reviews, inspections and/or other administrative oversight; and

WHEREAS, the fee schedule was last updated by City Council in 2018; and

WHEREAS, it is necessary to update the fee schedule to add the cost of obtaining a permit for the keeping of chickens at residential properties within City limits, and to add chicken coops, combined coops and runs and chicken tractors to the list of accessory structures; and

WHEREAS, the initial cost of the permit for the keeping of chickens will be \$5.00 and the fee for annual renewal of the permit will also be \$5.00; and

WHEREAS, City Council may alter or amend the fee schedule under Section 1244.16 of the Codified Ordinances; and

WHEREAS, Ordinance 2018-08, which previously revised the fee schedule, is to be amended by this Ordinance.

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

SECTION 1. Ordinance 2018-08 and the Planning and Zoning Fee Schedule are amended as set forth on the attached Exhibit A.

SECTION 2. Any required fee must be paid at the time the application, permit, appeal or petition is submitted, and no action shall be taken until all applicable fees, charges and expenses have been paid in full.

SECTION 3. This ordinance shall take effect and be in full force at the earliest time allowed by law.

SECTION 4. All ordinances or parts of ordinances that are in conflict with this ordinance are hereby repealed.

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
Totals:		
	Pass	Fail

Intro: 06/10/24

Action: 11/12/24

Effective: 11/27/24

EXHIBIT A

CITY OF NEW CARLISLE, OHIO	
Miscellaneous Fee and Permit Schedule	
New Residential Construction (1 & 2 Family)	\$125
Residential Additions	\$50 Plus \$1 Per 100 sq. ft.
Residential Additions include temporary buildings, roof repair (structural), permanent installs, etc...	
Multiple Family Construction	\$80 Per Unit
Non-Residential Construction	\$150 Plus \$1 Per 100 sq. ft. over 1,000 sq. ft.
Demolition (Residential) (Under 1,000 sq. ft.)	\$50
Demolition (Commercial) (Under 1,000 sq. ft.)	\$75
Demolition (Residential) (Over 1,000 sq. ft.)	\$100
Demolition (Commercial) (Over 1,000 sq. ft.)	\$150
Accessory Structures (Residential) (200 sq. ft. or less)	\$35
Accessory Structures (Commercial) (200 sq. ft. or less)	\$45
Accessory Structures (Residential) (200 sq. ft. or more)	\$45
Accessory Structures (Commercial) (200 sq. ft. or more)	\$45
Accessory Structures include storage sheds, detached garages, pole barns, carports, decks, covered patios, porch enclosures, <i>chicken coops, combined coops and runs and chicken tractors</i> etc...	
<i>Chickens (Requires Annual Re-Certification)</i>	\$5
Swimming Pools (Above Ground)	\$35
Swimming Pools (In Ground)	\$60
Fences (Residential)	\$20
Fences (Commercial)	\$25
Signs (Residential)	\$25 Plus \$.50 Per sq. ft.
Signs (Commercial)	\$30 Plus \$.50 Per sq. ft.
Signs (Temporary) (Residential and Commercial)	\$35
Change of Use/Occupancy Permits	\$25
Temporary Sales	\$50
Temporary Food Stands/Trailers	\$50
Appeals (BZA)	\$100
Variances (BZA)	\$125
Conditional Uses (Planning Board)	\$200
Zoning Amendments (Planning Board)	\$200
Annexations	\$200
Sidewalk Inspections	\$20
Vacations/Dedications	\$35 Plus all Recording and Publication Fees
Penalty Fee (For starting work without a permit)	\$10 added to the cost of the permit
Zoning Code Text	\$.10 per page
Zoning Code Map	\$5
Minor Subdivisions (Less than 5 lots)	\$50 per new lot created PLUS \$100 Planning Board Fee
Major Subdivisions (5 or more lots)	\$200 Preliminary Plans \$150 Plus \$2 per lot for Final Plans \$1000 Engineering Fees 0.025% of estimated project cost
Electric for Stage (Smith Park and Street Light Poles)	\$15

ORDINANCE 2024-52

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.

WHEREAS, this Council desires to facilitate the development of a residential subdivision with approximately 294 single-family residential units within the City in order to increase available housing options within the City (the “*Project*”); and

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

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

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

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

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

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

Section 2. Public Infrastructure Improvements. This Council designates the following public infrastructure improvements, together with any public infrastructure improvements hereafter designated by ordinance, as public infrastructure improvements made, to be made or in the process of being made by the City that benefit or serve, or that once made will benefit or serve, the Parcels within each Incentive District (the "*Public Infrastructure Improvements*"): roadway improvements including, without limitation, construction of roadway improvements, acquisition of related rights of way and easements, water system improvements, sanitary sewer improvements, storm drainage improvements, pedestrian sidewalks and bike paths, street lights, gas facilities, electrical facilities and all appurtenances thereto, and the maintenance of roadway improvements within and adjacent to the Incentive Districts. The costs of the improvements include but are not limited to, those costs listed in ORC Section 133.15(B).

Section 3. Life of the Incentive District; Authorization of Tax Exemption. The life of each Incentive District commences with the first tax year in which at least \$2,000,000 (aggregate market value for all Parcels within the Incentive

District) of building Improvements would first appear on the tax list and duplicate of real and public utility property for Parcels within the applicable Incentive District were it not for the exemption granted in this ordinance and ends for each Incentive District on the earlier of (a) 30 years after such commencement for such Incentive District or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of the TIF Act (the “*Incentive District Life*”).

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

Section 4. Service Payments and Property Tax Rollback Payments. Pursuant to ORC Section 5709.42, the owner of each Parcel is hereby required to make annual service payments in lieu of taxes with respect to the Improvement to that Parcel to the applicable county treasurer (the “*County Treasurer*”) on or before the final dates for payment of real property taxes. Each service payment in lieu of taxes, including any penalties and interest at the then current rate established for real property taxes (collectively, the “*Service Payments*”), will be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable against the Improvement if it were not exempt from taxation pursuant to Section 3 of this ordinance. The Service Payments, and any other payments with respect to each Improvement that are received by the County Treasurer in connection with the reduction required by ORC Sections 319.302, 321.24, 323.152 and 323.156, as the same may be amended from time to time, or any successor provisions thereto as the same may be amended from time to time (the “*Property Tax Rollback Payments*”), will be deposited and distributed in accordance with Section 6 of this ordinance.

Section 5. TIF Fund. This Council hereby establishes the New Carlisle Municipal Public Improvement Tax Increment Equivalent Fund (the “*TIF Fund*”) and, within such fund, an account for each Incentive District (the “*Monroe Meadows TIF Accounts*”). The TIF Fund shall be maintained in the custody of the City and the Monroe Meadows TIF Accounts shall receive all distributions to be made to the City pursuant to Section 6 of this ordinance. Those Service Payments and Property Tax Rollback Payments received by the City with respect to the Improvement of each Parcel and so deposited pursuant to the TIF Act shall be used solely for the purposes authorized in the TIF Act and this ordinance (as it may be amended or supplemented). The Monroe Meadows TIF Accounts shall remain in existence so long as

such Service Payments and Property Tax Rollback Payments are collected and used for the aforesaid purposes, after which time the Monroe Meadows TIF Accounts shall be dissolved and any incidental surplus funds remaining therein transferred to the City's General Fund, all in accordance with the TIF Act.

Section 6. Distribution of Funds. Pursuant to the TIF Act, during the Incentive District Life for each Incentive District, the County Treasurer is requested to distribute to the Tecumseh Local School District and the Springfield-Clark Career Technology Center an amount equal to the amount that the school district and joint vocational school district would otherwise have received as real property tax payments (including the applicable portion of any Property Tax Rollback Payments) derived from the Improvements from each Parcel if the improvement had not been exempted from taxation by this ordinance, and all remaining Service Payments to the City, for further deposit into the TIF Fund. The City shall use all such amounts deposited into the TIF Fund for payment of costs of the Public Infrastructure Improvements, including, without limitation, debt charges on any notes or bonds issued to pay or reimburse finance costs or costs of those Public Infrastructure Improvements. Such distributions required under this Section are requested to be made at the same time and in the same manner as real property tax distributions.

Section 7. Further Authorizations. This Council hereby authorizes and directs the City Manager, the Assistant City Manager, the Director of Law and the Finance Director, or other appropriate officers of the City to deliver a copy of this ordinance to the Ohio Department of Development and to make such arrangements as are necessary and proper for collection of the Service Payments. This Council further authorizes the City Manager, the Assistant City Manager, the Director of Law and the Finance Director, or other appropriate officers of the City to prepare and sign all agreements and instruments and to take any other actions as may be appropriate to implement this ordinance.

Section 8. Open Meetings. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this ordinance were taken in an open meeting of this Council or any of its committees, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including ORC Section 121.22.

Section 9. Effective Date. This ordinance is effective on the earliest date permitted by law.

Passed this _____ day of _____, 2024.

Bill Cook, Mayor

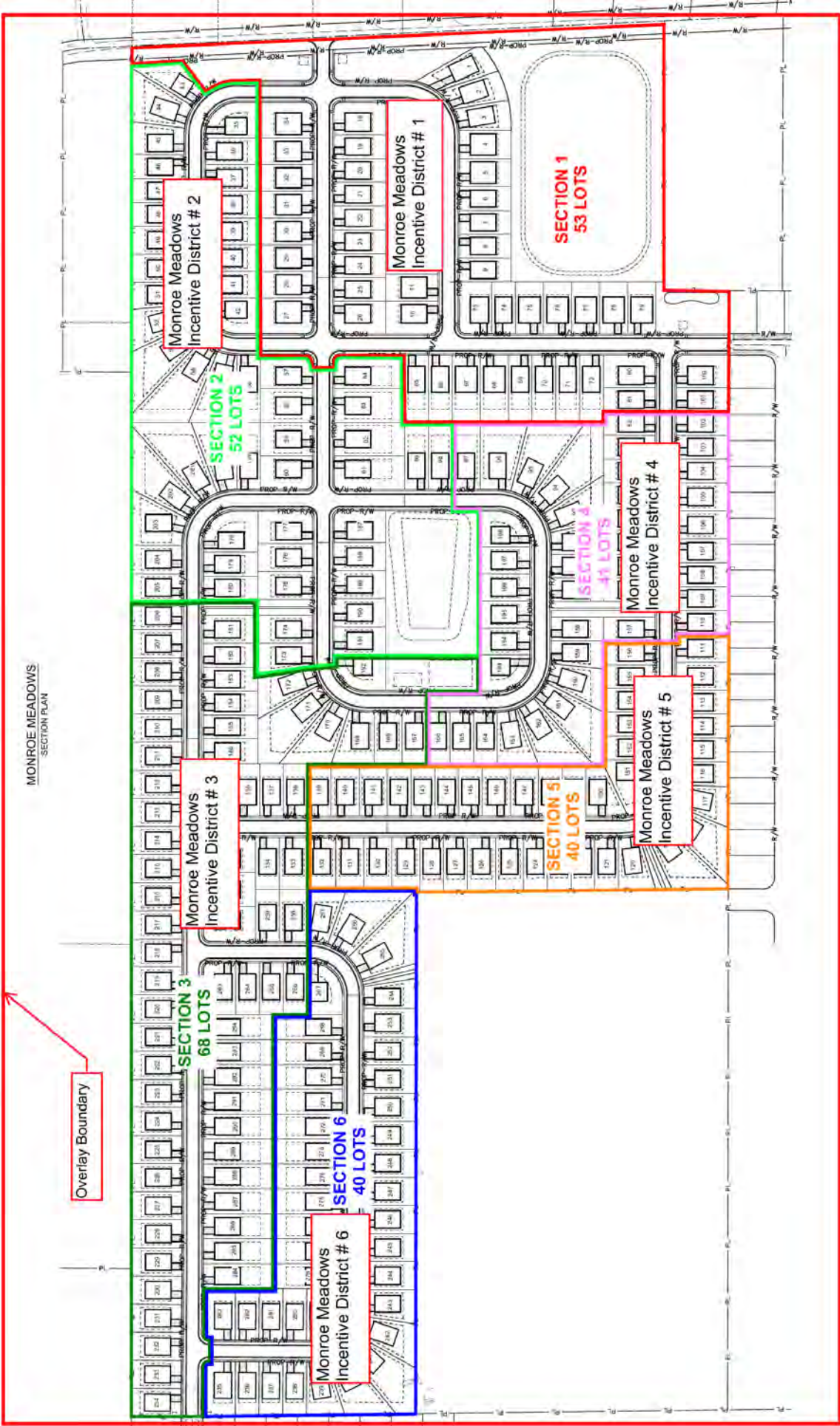
Chris Stapleton, Clerk of Council

APPROVED AS TO FORM:

Jake Jeffries, DIRECTOR OF LAW

Introduction and First Reading: 09/16/2024
Second Reading: 10/07/2024
Third Reading and Action: 11/12/2024
Effective Date of Legislation: 12/12/2024

_____ 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, OHIO
ECONOMIC DEVELOPMENT PLAN
MONROE MEADOWS
RESIDENTIAL INCENTIVE DISTRICTS**

October 21, 2024

The Plan

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

Proposed Development

This Plan relates to a development in the City referred to as Monroe Meadows.

Monroe Meadows is a development planned to consist of approximately 294 single-family homes. Creating a new, single family residential development will help increase property values in the area and increase housing options in the City. Sales prices for the single-family homes are currently expected to range between \$250,000 and \$300,000 depending on product type and square footage. The property is currently undeveloped – there are no buildings or structures on the property.

The above-described properties are referred to herein as the “Incentive Districts” or the “Property”. The current development plans for the Property are contained in Attachment A.

Proposed Incentive Districts

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

Public Infrastructure Improvements

Payments in lieu of taxes collected from the proposed Incentive Districts will fund public infrastructure improvements necessary to support the residential development, including, without limitation, approximately 11,929 lineal feet of new public streets, 11,582 lineal feet of new water main, 13,342 feet of new storm sewer, and 11,994 feet of new sanitary sewer, and the acquisition of all necessary rights of way.

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

Analysis and Assessment

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

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

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

Conclusion

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

Attachments

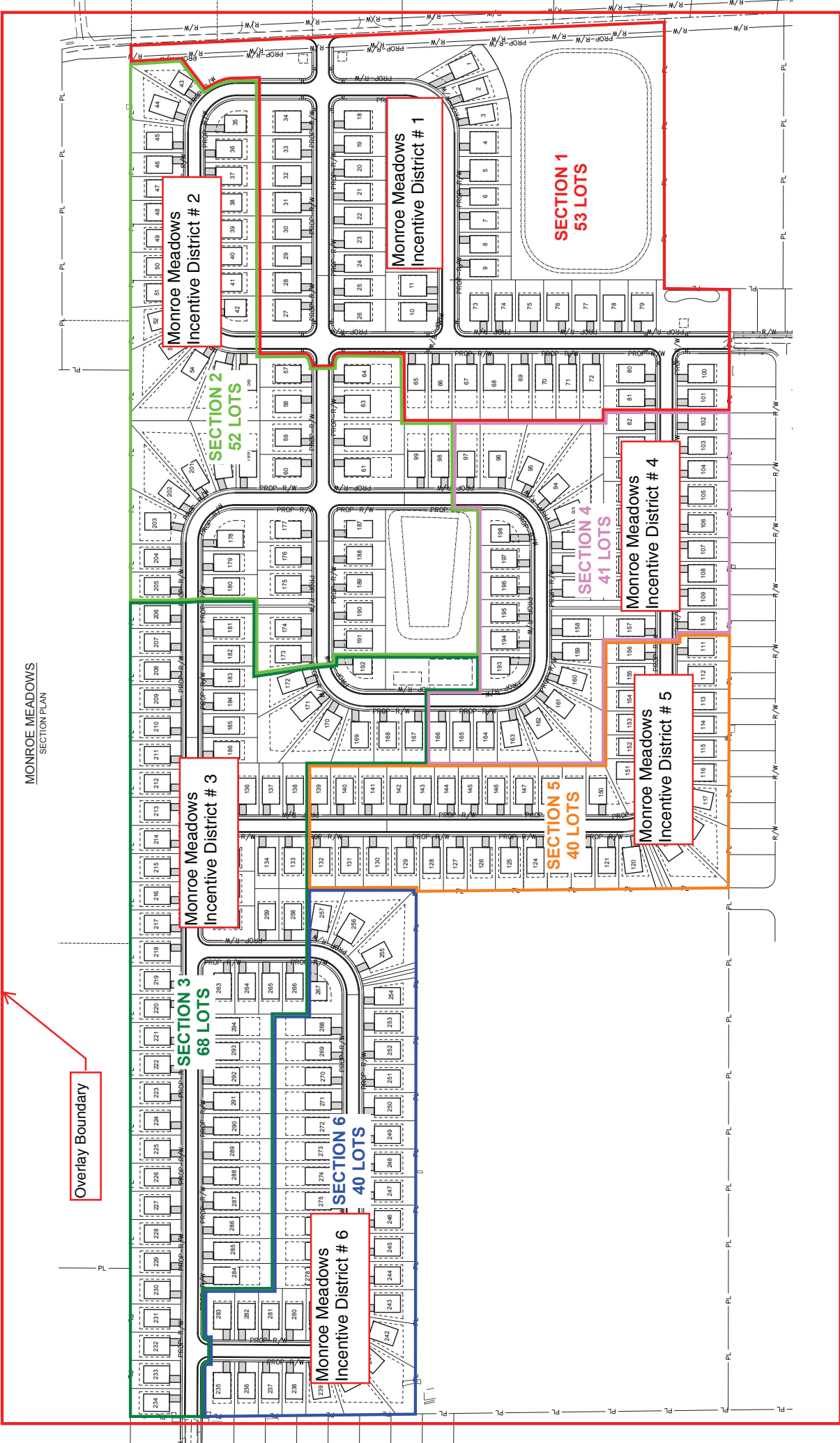
Attachment A: Current development plans for the Districts

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

The developer of the Incentive Districts shown on the attached map intends to develop a residential subdivisions with approximately 294 single-family residential units within the City in order to increase available housing options within the City. Each of the Incentive Districts shown on the attached map is less than 300 acres in size and have a continuous boundary. Pursuant to Ohio Revised Code Section 5709.40(A)(5)(f), I hereby certify that the public infrastructure serving the Incentive Districts shown on the attached map is inadequate to meet the development needs of the District as evidenced by the development plans for the District.



Choice One Engineering
On Behalf of the City of New Carlisle, Ohio



ORDINANCE 2024-57

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)

WHEREAS, the City of New Carlisle must replace certain lead service lines, main water lines and valves within the oldest section of the City, which includes Lake Ave., Jefferson St., Main St. and Clay St., for the purpose of meeting current Federal EPA and Ohio EPA guidelines ("Watermain and Service Line Replacement Project"); and

WHEREAS, the City of New Carlisle was awarded a Water and Wastewater Infrastructure Program Grant in the amount of \$2,392,041.00 through the Ohio Department of Development; and

WHEREAS, the City has reviewed and evaluated the bids for the Watermain and Service Line Replacement Project, which such project is also identified as (DEV-2021-180945); and

WHEREAS, the lowest and best bid for the Watermain and Service Line Replacement Project was submitted by Outdoor Enterprise, LLC, which is the responsible bidder who submitted the lowest responsive bid; and

WHEREAS, the City desires to accept Outdoor Enterprise, LLC's bid; and

WHEREAS, the amount of Outdoor Enterprise, LLC's bid was \$1,699,895.00; and

WHEREAS, due to the favorable bid amount, the City may extend the project to include additional watermain and service line work; and

WHEREAS, the total price of the Watermain and Service Line Replacement Project, and any additional work, will not exceed \$2,412,041.

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

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

Section 2. The City Manager, or the Director of Public Service/Assistant City Manager as the City Manager's designee, is authorized and directed to enter into an agreement and to execute all related documents with the successful bidder, Outdoor Enterprise, LLC, for the Watermain and Service Line Replacement Project (DEV-2021-180945) in accordance with the bid specifications, and may execute any and all other documents necessary for extending the project to include additional watermain and service line work.

Section 3. The total price of the Watermain and Service Line Replacement Project, and any additional work, shall not exceed \$2,412,041.

Passed this _____ day of _____, 2024

Bill Cook, Mayor

Chris Stapleton, Clerk of Council

APPROVED AS TO FORM:

Jacob M. Jeffries, DIRECTOR OF LAW

Intro: 10/28/2024
Action: 11/12/2024
Effective: 11/27/2024

_____ 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

**Date**

October 24, 2024

Attention

Howard Kitko

Address

City of New Carlisle
331 S. Church Street
New Carlisle, Ohio 45344

Subject

Watermain and Service Line Replacement
CLA-NCA-2106

Dear Mr. Kitko:

Enclosed are the sign in sheet, bid tabulation, bid analysis, and the original bidding documents for the Watermain and Service Line Replacement.

Through our evaluation of all bid documents submitted, Outdoor Enterprise, LLC, of Troy, Ohio, appears to be the lowest, responsible bidder.

Please execute and return the enclosed Notice of Award, at which time we will forward Contract Documents, along with the executed Notice of Award, to Outdoor Enterprise, LLC

If you should have any questions or concerns, please feel free to contact us.

Sincerely,

A handwritten signature in blue ink, appearing to read "A. Shuman".

Andrew T. Shuman
Project Manager

W. Central Ohio/E. Indiana
440 E. Hoewisher Rd.
Sidney, OH 45365
937.497.0200 Phone

S. Ohio/N. Kentucky
8956 Glendale Milford Rd., Suite 1
Loveland, OH 45140
513.239.8554 Phone

www.CHOICEONEENGINEERING.com



Bid Opening Sign-In Sheet

City of New Carlisle
Watermain and Service Line Replacement
October 24, 2024

Name	Present?	Company	Phone	E-Mail
Andrew T. Shuman	x	Choice One Engineering	937-497-0200	ats@choiceoneengineering.com
Zach Borchers	x	Choice One Engineering	937-497-0200	zeb@choiceoneengineering.com
Howard Kitko		City of New Carlisle	937-845-9492	hkitko@newcarlisleohio.gov
Scott Pearson		P.B. Construction	937-866-7166	SCOTTCGCONSTRUCTION@SWOHIO. TWIGEL.COM performance514dev@6.mpl.com
Rusty Timken		Performance Site Dev	937-475-5203	
Jake Evans		Outdoor Enterprise	937-733-3224	Jake@outdoor-enterprise.com
Andrew Cude		Milcon	937-339-6274	andrew@milcon-inc.com
Adam Sturm		STURM CONSTRUCTION INC	937-726-0330	STURMCON@HOTMAIL.COM
Rob Byer		Ranger Earthworks	937-903-8600	ranger-earthworks@outlook.com
Steve Griffith		LT PRESCOTT	937-238-3977	STEVE.GRIFTH@PRESCOTT-PA
Greg Hubers	x	MET EXCAVATING	937-543-8228	GRUG@HANDTEXCAVATINGOH.COM
Bret Blumling	x	Toms Construction	419-675-2457	blumling.tomsconstruction@bright.net
Miku Holland		J.J. Schlaugel	937-652-1898	
Even Jones	x	Double Jay	937-552-7821	even@doublejayinc.com



Bid Tabulation

City of New Carlisle
Watermain and Service Line Replacement
October 24, 2024

ChoiceOne Engineering			City of New Carlisle Watermain and Service Line Replacement October 24, 2024		Outdoor Enterprise, LLC Troy, OH	M&T Excavating Bradford, OH	Milcon Concrete Inc. Troy, OH	Sturm Construction Inc. Sidney, OH	J&J Schlaegel, Inc. Urbana, OH	Tom's Construction, Inc. St. Henry, OH	C.G. Construction & Utilities, Inc. Miamisburg, OH	Double Jay Construction, Inc. Englewood, OH	Performance Site Development Fairborn, OH	Ranger Earthworks Cassstown, OH	Majors Enterprises Inc. Monroe, OH	
REF. NO.	ITEM NO.	DESCRIPTION	UNIT OF MEASURE	APPROX. QTY.	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
BASE BID																
1	201	CLEARING AND GRUBBING, AS PER PLAN	LUMP	1	\$10,000.00	\$10,000.00	\$1,000.00	\$1,000.00	\$1,830.00	\$1,830.00	\$4,500.00	\$4,500.00	\$820.00	\$820.00	\$5,500.00	\$5,500.00
2	202	REMOVED, AS PER PLAN	LUMP	1	\$45,000.00	\$45,000.00	\$9,500.00	\$9,500.00	\$42,852.00	\$42,852.00	\$50,000.00	\$50,000.00	\$70,000.00	\$70,000.00	\$25,000.00	\$25,000.00
3	202	WALK REMOVED	S.F.	2170	\$5.00	\$10,850.00	\$1.00	\$2,170.00	\$2.00	\$4,340.00	\$3.00	\$6,510.00	\$1.58	\$3,428.60	\$0.45	\$976.50
4	202	VALVE BOX REMOVED	EACH	29	\$200.00	\$5,800.00	\$100.00	\$2,900.00	\$565.00	\$16,385.00	\$188.00	\$5,452.00	\$300.00	\$8,700.00	\$450.00	\$13,050.00
5	301	ASPHALT CONCRETE BASE, PG64-22, (449)	C.Y.	16	\$500.00	\$8,000.00	\$310.00	\$4,960.00	\$366.00	\$5,856.00	\$360.00	\$5,760.00	\$300.00	\$4,800.00	\$300.00	\$4,800.00
6	304	AGGREGATE BASE, AS PER PLAN	C.Y.	907	\$40.00	\$36,280.00	\$60.00	\$54,420.00	\$72.00	\$65,304.00	\$60.00	\$54,350.00	\$50.00	\$45,350.00	\$50.00	\$45,350.00
7	407	NON-TRACKING TACK COAT, 0.06 GAL/S.Y.	GAL	320	\$12.00	\$3,840.00	\$10.00	\$3,200.00	\$12.00	\$3,840.00	\$10.00	\$3,200.00	\$8.00	\$2,560.00	\$10.00	\$3,200.00
8	441	2-1/2" ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, (449)	C.Y.	370	\$450.00	\$166,500.00	\$310.00	\$114,700.00	\$376.00	\$139,120.00	\$337.00	\$124,690.00	\$200.00	\$74,000.00	\$300.00	\$111,000.00
9	441	1-1/2" ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (449), PG64-22	C.Y.	222	\$475.00	\$105,450.00	\$330.00	\$73,260.00	\$407.00	\$90,354.00	\$359.00	\$79,698.00	\$350.00	\$77,700.00	\$320.00	\$71,040.00
10	452	8" NON-REINFORCED CONCRETE PAVEMENT	S.Y.	4	\$500.00	\$2,000.00	\$175.00	\$700.00	\$183.00	\$732.00	\$251.00	\$1,004.00	\$100.00	\$400.00	\$150.00	\$600.00
11	608	4" CONCRETE WALK	S.F.	2170	\$15.00	\$32,550.00	\$14.00	\$30,380.00	\$18.00	\$39,060.00	\$13.60	\$29,512.00	\$8.00	\$17,360.00	\$12.00	\$26,040.00
12	609	CURB AND GUTTER REPLACED (IN-KIND)	FT.	790	\$30.00	\$23,700.00	\$60.00	\$47,400.00	\$66.00	\$52,140.00	\$87.50	\$69,125.00	\$30.00	\$23,700.00	\$54.00	\$42,660.00
13	611	6" CONDUIT, TYPE B, 707.45, STORM REPAIR, AS PER PLAN	FT.	50	\$25.00	\$1,250.00	\$7.00	\$350.00	\$1.00	\$50.00	\$55.00	\$2,750.00	\$1.00	\$50.00	\$23.00	\$1,150.00
14	611	8" CONDUIT, TYPE B, 707.45, STORM REPAIR, AS PER PLAN	FT.	50	\$30.00	\$1,500.00	\$15.00	\$750.00	\$1.00	\$50.00	\$64.00	\$3,200.00	\$1.00	\$50.00	\$28.00	\$1,400.00
15	611	12" CONDUIT, TYPE B, 707.45, STORM REPAIR, AS PER PLAN	FT.	50	\$60.00	\$3,000.00	\$27.00	\$1,350.00	\$1.00	\$50.00	\$88.00	\$4,400.00	\$1.00	\$50.00	\$32.00	\$1,600.00
16	611	4" CONDUIT, TYPE B, 707.45, SANITARY REPAIR, AS PER PLAN	FT.	50	\$50.00	\$2,500.00	\$7.00	\$350.00	\$1.00	\$50.00	\$89.00	\$4,450.00	\$1.00	\$50.00	\$40.00	\$2,000.00
17	611	6" CONDUIT, TYPE B, 707.45, SANITARY REPAIR, AS PER PLAN	FT.	50	\$80.00	\$4,000.00	\$10.00	\$500.00	\$1.00	\$50.00	\$104.00	\$5,200.00	\$1.00	\$50.00	\$45.00	\$2,250.00
17A	613	LOW STRENGTH MORTAR BACKFILL	C.Y.	85	\$275.00	\$23,375.00	\$175.00	\$14,875.00	\$171.00	\$14,535.00	\$168.00	\$14,280.00	\$150.00	\$12,750.00	\$150.00	\$12,750.00
18	614	MAINTAINING TRAFFIC	LUMP	1	\$15,000.00	\$15,000.00	\$30,000.00	\$30,000.00	\$19,520.00	\$19,520.00	\$61,000.00	\$61,000.00	\$50,000.00	\$50,000.00	\$3,500.00	\$3,500.00
19	623	CONSTRUCTION LAYOUT STAKES AND SURVEYING, AS PER PLAN	LUMP	1	\$8,000.00	\$8,000.00	\$9,333.00	\$9,333.00	\$9,500.00	\$9,500.00	\$3,000.00	\$3,000.00	\$8,000.00	\$8,000.00	\$10,029.60	\$10,029.60
20	638	3/4" SDR-9 CTS WATER SERVICE BRANCH, AS PER PLAN	FT.	3050	\$65.00	\$198,250.00	\$65.00	\$198,250.00	\$49.00	\$149,450.00	\$46.20	\$140,910.00	\$60.00	\$183,000.00	\$56.00	\$170,800.00
21	638	1" SDR-9 CTS WATER SERVICE BRANCH, AS PER PLAN	FT.	60	\$80.00	\$4,800.00	\$74.00	\$4,440.00	\$51.00	\$3,060.00	\$50.80	\$3,048.00	\$50.00	\$3,000.00	\$58.00	\$3,480.00
22	638	1-1/2" SDR-9 CTS WATER SERVICE BRANCH, AS PER PLAN	FT.	162	\$100.00	\$16,200.00	\$80.00	\$12,960.00	\$61.00	\$9,882.00	\$54.00	\$8,748.00	\$75.00	\$12,150.00	\$60.00	\$9,720.00
23	638	CURB STOP	EACH	101	\$500.00	\$50,500.00	\$200.00	\$20,200.00	\$478.00	\$48,278.00	\$290.00	\$29,290.00	\$300.00	\$30,300.00	\$450.00	\$45,450.00
24	638	4" PVC C-900 DR-18 WATER MAIN, AS PER PLAN	FT.	110	\$140.00	\$15,400.00	\$100.00	\$11,000.00	\$89.00	\$9,790.00	\$156.00	\$17,160.00	\$125.00	\$13,750.00	\$72.00	\$7,920.00
25	638	6" PVC C-900 DR-18 WATER MAIN, AS PER PLAN	FT.	7410	\$100.00	\$741,000.00	\$75.00	\$555,750.00	\$62.00	\$459,420.00	\$63.00	\$466,830.00	\$70.00	\$518,700.00	\$76.00	\$563,160.00
26	638	8" PVC C-900 DR-18 WATER MAIN, AS PER PLAN	FT.	232	\$140.00	\$32,480.00	\$160.00	\$37,120.00	\$139.00	\$32,448.00	\$233.00	\$54,056.00	\$100.00	\$32,200.00	\$85.00	\$39,700.00
28	638	6" GATE VALVE	EACH	55	\$2,300.00	\$126,500.00	\$2,000.00	\$110,000.00	\$1,980.00	\$108,900.00	\$2,485.00	\$136,675.00	\$3,000.00	\$165,000.00	\$2,250.00	\$123,750.00
32A	638	4" INSERTION VALVE, AS PER PLAN	EACH	8	\$9,000.00	\$72,000.00	\$6,000.00	\$48,000.00	\$8,440.00	\$67,520.00	\$8,090.00	\$64,720.00	\$9,500.00	\$76,000.00	\$10,000.00	\$80,000.00
33	638	6" INSERTION VALVE, AS PER PLAN	EACH	7	\$12,000.00	\$84,000.00	\$6,500.00	\$45,500.00	\$8,960.00	\$62,720.00	\$8,500.00	\$70,500.00	\$10,500.00	\$73,500.00	\$11,000.00	\$77,000.00
34	638	8" INSERTION VALVE, AS PER PLAN	EACH	16	\$12,000.00	\$192,000.00	\$7,000.00	\$112,000.00	\$9,766.00	\$156,096.00	\$9,115.00	\$145,840.00	\$13,000.00	\$208,000.00	\$12,000.00	\$192,000.00
35	638	6" FIRE HYDRANT ASSEMBLY, AS PER PLAN	EACH	14	\$9,000.00	\$126,000.00	\$9,000.00	\$126,000.00	\$8,555.00	\$119,770.00	\$9,230.00	\$129,220.00	\$8,500.00	\$119,000.00	\$12,500.00	\$175,000.00
36	638	FIRE HYDRANT REMOVED	EACH	6	\$550.00	\$3,300.00	\$1,000.00	\$6,000.00	\$468.00	\$2,808.00	\$719.00	\$5,314.00	\$500.00	\$2,500.00	\$950.00	\$5,750.00
36	638	CUT AND CAP/PLUG EXISTING 4" WATER MAIN, AS PER PLAN	EACH	62	\$500.00	\$31,000.00	\$300.00	\$18,600.00	\$810.00	\$50,220.00	\$660.00	\$40,920.00	\$1,000.00	\$62,000.00	\$1,750.00	\$108,500.00
37	638	CUT AND CAP/PLUG EXISTING 8" WATER MAIN, AS PER PLAN	EACH	4	\$500.00	\$2,000.00	\$300.00	\$1,200.00	\$932.00	\$3,728.00	\$790.00	\$3,160.00	\$1,000.00	\$4,000.00	\$1,850.00	\$7,400.00
38	642	PAVEMENT MARKING MISCELLANEOUS REPAIR, AS PER PLAN	LUMP	1	\$10,000.00	\$10,000.00	\$4,510.00	\$5,917.00	\$5,917.00	\$5,917.00	\$5,000.00	\$5,000.00	\$7,500.00	\$4,850.00	\$6,358.64	\$6,358.64
BASE BID TOTAL						\$2,214,025.00		\$1,699,895.00		\$1,795,258.00		\$1,845,872.00		\$1,900,000.00		\$1,981,850.00
																\$2,130,733.00
																\$2,130,900.00
																\$2,159,618.00
																\$2,196,367.93
																\$2,197,114.00
																\$2,346,490.00
ALTERNATE BID																
39	638	4" C-151 DUCTILE IRON, CL-52 WATER MAIN, AS PER PLAN	FT.	110	\$150.00	\$16,500.00	\$150.00	\$16,500.00	\$124.00	\$13,640.00	\$186.00	\$20,460.00	\$155.00	\$17,050.00	\$122.00	\$13,420.00
40	638	6" C-151 DUCTILE IRON, CL-52 WATER MAIN, AS PER PLAN	FT.	7410	\$120.00	\$889,200.00	\$118.00	\$874,380.00	\$85.00	\$629,850.00	\$82.60	\$612,066.00	\$92.00	\$681,720.00	\$106.00	\$785,460.00
41	638	8" C-151 DUCTILE IRON, CL-52 WATER MAIN, AS PER PLAN	FT.	232	\$150.00	\$34,800.00	\$200.00	\$46,400.00	\$158.00	\$36,656.00	\$251.00	\$58,332.00	\$1.00	\$232.00	\$120.00	\$27,840.00
ALTERNATE BID TOTAL						\$940,500.00		\$937,280.00		\$680,146.00		\$690,758.00		\$699,002.00		\$826,720.00
																\$880,980.98
																\$882,979.00
																\$894,834.00
																\$1,008,230.00
																\$886,940.00
																\$1,089,370.00
TOTAL USING ALTERNATE BID						\$2,365,645.00		\$2,033,305.00		\$1,973,946.00		\$2,043,352.00		\$2,217,770.00		\$2,304,356.90
																\$2,324,041.00
																\$2,327,974.00
																\$2,449,521.93
																\$2,413,451.50
																\$2,542,060.00

	Outdoor Enterprise, LLC	M&T Excavating	Milcon Concrete Inc.	Sturm Construction Inc.	J&J Schlaegel, Inc.	Tom's Construction, Inc.	C.G. Construction & Utilities, Inc	Double Jay Construction, Inc.	Performance Site Development	Ranger Earthworks	Majors Enterprises Inc.
Unit & Total Bid Correspond	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Receipt of Addenda	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Signature Page	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Bid Security	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Personal Property Tax	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

NOTICE OF AWARD

Owner: City of New Carlisle
Project: Watermain and Service Line Replacement
Bidder: Outdoor Enterprise, LLC
Bidder's Address: 3655 W. State Route 571, Troy, Ohio 45373

TO BIDDER:

You are notified that Owner has accepted your Bid dated 10/24/2024 for the above Project, and that you are the Successful Bidder and are awarded a Contract for:

Replacement of water main and water services to the right of way on Clay Street, Church Street, Washington Street, Jackson Street, and Lincoln Street.

The Contract Price of the awarded Contract is: \$1,699,895.00

One unexecuted counterparts of the Agreement accompany this Notice of Award, and a copy of the Contract Documents has been made available to Bidder electronically. The Drawings will be delivered separately from the Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement the Contract security and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement.

Owner: City of New Carlisle

Authorized Signature

By: Howard Kitko

Title: Service Director/Assistant City Manager

Date of Issuance: _____

ORDINANCE 2024-58

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

WHEREAS, it is necessary to provide rock salt to the Water Plant of New Carlisle, Ohio for the purpose of water softening; and

WHEREAS, bids for the furnishing of rock salt for this purpose have been received, reviewed and evaluated.

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

SECTION 1. It is determined that the best bid received by the City was submitted by Morton Salt, Inc. in the amount of \$136.65 per ton for the time period of January 1, 2025 through December 31, 2025.

SECTION 2. The City Manager, or the Director of Public Service/Assistant City Manager as the City Manager's designee, is authorized and directed to enter into a purchase contract on behalf of the City of New Carlisle with the successful bidder, as stated in Section 1 hereof, in accordance with the documents contained in the rock salt bid packet.

Passed this _____ day of _____, 2024

Bill Cook, Mayor

Chris Stapleton, Clerk of Council

APPROVED AS TO FORM:

Jacob M. Jeffries, DIRECTOR OF LAW

Intro: 11/04/2024
Action: 11/18/2024
Effective: 12/03/2024

_____ 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 2024-59

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

WHEREAS, Chapter 276 of the Codified Ordinances of the City of New Carlisle addresses boards and commissions; and

WHEREAS, the City of New Carlisle recognizes that parks and recreation, and public service enhance the quality of life of its residents; and

WHEREAS, the establishment of dedicated parks and recreation, and public service commissions will facilitate community engagement, oversight and the development of effective programs; and

WHEREAS, the attached amendments to Chapter 276 of the Codified Ordinances will establish the parks and recreation and public service commissions, and provide guidelines for those and other commissions.

NOW, THEREFORE, THE CITY OF NEW CARLISLE HEREBY ORDAINS that Chapter 276 of the Codified Ordinances of the City of New Carlisle be amended by adding Sections 276.03, 276.04 and 276.05 as set forth on Exhibit A attached to this 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
Totals:		
		Pass Fail

Introduction and First Reading: 11/04/2024
Second Reading and Action: 11/18/24
Effective Date of Legislation: 12/03/2024

CHAPTER 276

Boards and Commissions

276.01 Removal of Council-appointed Board or Commission member.

276.02 Eligibility for boards and commissions.

276.03 *Establishment of Commissions.*

276.04 *Parks and Recreation Commission.*

276.05 *Public Service Commission.*

276.01 REMOVAL OF COUNCIL-APPOINTED BOARD OR COMMISSION MEMBER.

Members of any Board or Commission appointed by City Council shall be subject to removal from office for nonperformance of duty, misconduct in office, or other cause determined sufficient by Council upon written charges having been filed with Council by any interested party and after a public hearing has been held by Council regarding such charges. A copy of the charges shall be served upon the Board or Commission member so charged at least ten days prior to the hearing, either personally or by registered mail, or by leaving the same at their last known place of residence. The Board or Commission member shall be given an opportunity to be heard and answer such charges. Vacancies shall be filled by Council and shall be for the unexpired term of the removed Board or Commission member.

(Ord. 12-51. Passed 9-17-12.)

276.02 ELIGIBILITY FOR BOARDS AND COMMISSIONS.

Each Title Eight board or commission member at the time of his or her appointment and throughout the term of his or her appointment shall be a registered voter in and a resident of the City of New Carlisle. The Council shall be sole judge of the eligibility required by this section.

(Ord. 2020-09. Passed 2-18-20.)

276.03 ESTABLISHMENT OF COMMISSIONS.

(a) Notwithstanding anything contained in Chapter 276 to the contrary, City Council shall have the authority to create or establish commissions, temporary or otherwise, by ordinance, and may restructure or discontinue any such commission created or established under this Chapter by ordinance.

(b) Any commission established pursuant to this Chapter shall report directly to City Council regarding the commission activities, recommendations and initiatives, and shall provide any such documents and information requested by City Council.

(c) Any commission established under this Chapter shall be responsible for drafting and following its own bylaws and submitting such bylaws to City Council for prior approval. In cases of conflict between

the commission's bylaws and the City's Charter or Codified Ordinances, the City's Charter or Codified Ordinances shall prevail.

276.04 PARKS AND RECREATION COMMISSION.

- (a) Purpose. To assist with the oversight of and recommend policies and programs related to parks and recreation, and community events within the City.*
- (b) Membership. The commission shall consist of five members appointed by City Council. Such members shall serve without compensation.*

276.05 PUBLIC SERVICE COMMISSION.

- (a) Purpose. To assist with the oversight of and recommend policies and programs related to public service, including sanitation, utilities and infrastructure.*
- (b) Membership. The commission shall consist of five members appointed by City Council. Such members shall serve without compensation.*

ORDINANCE 2024-60

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, a 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 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, a 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
Totals:		
	Pass	Fail

Introduction and First Reading: 11/04/2024

Second Reading and Action: 11/18/24

Effective Date of Legislation: 12/18/2024

ORDINANCE 2024-61E

AN ORDINANCE ACCEPTING RANDY BRIDGE’S RESIGNATION AND APPROVING A SEPARATION AGREEMENT AND RELEASE, AND DECLARING AN EMERGENCY

WHEREAS, Ordinance 2023-60, which was passed by Council on November 20, 2023, approved an employment agreement with Randy Bridge; and

WHEREAS, pursuant to the terms of the employment agreement, Randy Bridge is entitled to severance pay and post-employment health insurance benefits under certain circumstances; and

WHEREAS, Randy Bridge has indicated that he desires to resign from his position with the City; and

WHEREAS, City Council believes that it would be in the best interest of the City to accept Randy Bridge’s resignation; and

WHEREAS, Randy Bridge and City Council desire to enter into the attached separation agreement and release for the purpose of ending Randy Bridge’s employment with the City fairly and amicably.

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

- Section 1. The notice required for resignation by the City Charter and/or Randy Bridge’s employment agreement is waived.
- Section 2. Randy Bridge’s resignation is accepted, and his employment with the City is terminated effective November 5, 2024.
- Section 3. The terms contained in the attached separation agreement and release are hereby approved.
- Section 4. Howard Kitko, the Acting/Interim City Manager, is authorized and directed to execute the attached separation agreement and release on behalf of the City of New Carlisle.
- Section 5. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the life, health, property and public peace of the residents of the City and for the further reason that it is needed to maintain organizational continuity, and this ordinance shall be deemed effective immediately upon the affirmative vote of at least six (6) City Council members.

SEPARATION AGREEMENT AND RELEASE

THIS AGREEMENT is made this ____ day of _____, 2024, between THE CITY OF NEW CARLISLE, OHIO, an Ohio municipality located at 331 S. Church St., New Carlisle, OH 45344 ("City"), and RANDY BRIDGE ("Bridge").

Recitals

WHEREAS, Bridge is currently employed with the City; and

WHEREAS, Bridge intends on resigning from his employment with the City; and

WHEREAS, Bridge and the City are desirous of ending Bridge's employment fairly and amicably.

NOW, THEREFORE, in exchange for and in consideration of the promises and covenants contained herein, along with other good and valuable consideration, the receipt of which is expressly acknowledged, the parties agree as follows:

- 1) Termination of Employment: Bridge voluntarily resigns from his employment with the City, the City accepts Bridge's resignation, and Bridge's employment with the City is terminated effective November 5, 2024 ("Termination Date").
- 2) Separation Benefits: The City will pay to Bridge a one-time lump sum payment of Twenty-Five Thousand Seven Hundred Fifty-Nine and 01/100 Dollars (\$25,759.01), which amount is equal to Bridge's normal rate of pay for three (3) months, less tax withholding and other required deductions ("Separation Benefits"). The Separation Benefits will be allocated to the Termination Date.
- 3) Health Insurance: If Bridge timely elects post-employment medical/dental/vision coverage under the City's medical and dental plans pursuant to the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), then the City will subsidize the cost of this coverage so that Bridge will only be obligated to pay the same amount that active employees pay for the same level of coverage. The City's subsidy payments under this paragraph will be paid directly to Bridge's insurance carrier for a maximum of three (3) months starting with the month following the Termination Date. The subsidy payments shall be subject to any applicable withholding and deductions required by federal, state and local taxing authorities.
- 4) Consideration: The parties acknowledge that the Separation Benefits include compensation and/or benefits in addition to what Bridge would otherwise be entitled to receive. The Separation Benefits will not become due until on or after the Effective Date (as defined in Paragraph 8, below), at which time the City shall promptly pay the Separation Benefits to Bridge.

5) No Additional Payments or Benefits: Bridge is not eligible for and will not be receiving any other payments of any kind, except any vested benefits to which Bridge is otherwise entitled (i.e., unused vacation and sick pay accrual).

6) Waiver and Release:

a. In exchange for the Separation Benefits promised to Bridge in this Agreement and as a material inducement for that promise, Bridge, to the fullest extent permitted by law and only to the extent permitted by law, waives, releases and forever discharges the City and/or related persons from any and all claims, actions or suits arising from, relating to, concerning or touching upon Bridge's employment with the City or the termination of his employment with the City, so long as such claims are able to be waived under governing law, including but not limited to:

- i. Any claim, action or suit alleging that Bridge was illegally or improperly forced to resign from his employment with the City;
- ii. Any grievance, claim, action or suit alleging that the City breached any provision of its policies, procedures, employment agreements or collective bargaining agreement;
- iii. To the extent such claims may be waived under the law, any claim, action or suit alleging that the City illegally discriminated against Bridge in violation of any state or federal law or constitutional provisions, including any claim under Title VII of the Civil Rights Act of 1964, Americans with Disabilities Act, as amended, 42 USC § 2000e, et seq., 42 USC § 1983, and Ohio Revised Code Chapter 4112;
- iv. Any claim, action or suit alleging that the City discriminated against Bridge on the basis of his age in violation of the Age Discrimination in Employment Act of 1967, as amended, 29 USC § 621, et seq., including any claim under the Older Workers Benefit Protection Act and Ohio Revised Code Chapter 4112;
- v. Any claim, action or suit alleging the City violated the Worker Adjustment and Retraining Notification Act, the Equal Pay Act, as amended, the Employment Retirement Income Security Act, as amended, or the Family and Medical Leave Act of 1993, as amended;
- vi. Any claim, action or suit alleging that the City violated Bridge's rights;
- vii. To the extent such claims may be waived under the law, any claim, action or suit seeking monetary relief or any personal right of recovery of any kind in a lawsuit brought on Bridge's behalf by any local, state or federal administrative

agency alleging that Bridge was improperly separated, treated or discriminated against as an employee of the City;

- viii. Any claim, action or suit over which any state or federal court would have jurisdiction, including, but not limited to, any claim of mental and/or physical injury, damage to or loss of personal reputation, defamation, intentional infliction of emotional distress or violation of constitutional rights; and
 - ix. Any taxes to any government entity that are owed on behalf of Bridge. Bridge acknowledges and accepts any tax consequences and liability resulting from any consideration paid pursuant to this Agreement.
- b. To the fullest extent permitted by law, Bridge also PROMISES NOT TO SUE or bring any claims or lawsuits related to the claims he is waiving through this Agreement against the City and/or related persons in the future, individually or as a member of a class.
 - c. As referred to in this Agreement, "City and/or related persons" includes the City and its past, present and future council members, directors, agents, employees, assigns, representatives, whether as individuals or in their official capacity, and all persons acting by, through, under or in concert with any of them.
 - d. This WAIVER, RELEASE and PROMISE NOT TO SUE is binding on Bridge and his heirs, legal representatives, assigns and all other persons claiming by or through Bridge.
 - e. Notwithstanding the foregoing, nothing herein modifies or affects (i) Bridge's right to enforce the terms of the Agreement; (ii) Bridge's right to file a charge with, or participate in an investigation or proceeding conducted by a Government Agency (though Bridge does waive any and all rights to monetary or other personal relief from the City as a result of such process); (iii) Bridge's right to receive a monetary award from a Government Agency under its whistleblower program for reporting in good faith a possible violation of law to such Government Agency; (iv) any rights or claims that may arise after the date the Agreement is executed; or (v) any right where a waiver is expressly prohibited by law.
 - f. The City's obligations are contingent on Bridge's obligations under this Agreement. If Bridge commits any material breach of this Agreement, then the City will have no further obligations under this Agreement.

7) Employee Review Period: Bridge acknowledges that he has been:

- a. Advised to consult with an attorney prior to executing this Agreement;
- b. Afforded a period of twenty-one (21) calendar days to consider the Agreement; and

- c. Informed that he may revoke the Agreement during the seven (7) calendar day period following its execution.

Bridge's knowing and voluntary execution of the Agreement is an express acknowledgment and agreement that he had the opportunity to review the Agreement with an attorney if he so desired; that Bridge was afforded twenty-one (21) days to consider the Agreement before executing it (even if he voluntarily chose to sign the Agreement prior to the expiration of the 21-day period); that Bridge agrees the Agreement is written in a manner that enables him to fully understand its contents and meaning; and that Bridge is being given seven (7) days to revoke the Agreement. If this Agreement is not so revoked, it shall become effective, enforceable and irrevocable.

- 8) Revocation; Effective Date: If Bridge chooses to revoke this Agreement, then Bridge's notice of revocation must be in writing and addressed and delivered to Jacob M. Jeffries, Attorney at Law, 133 S. Main St., New Carlisle, OH 45344, by hand-delivery, overnight delivery, or certified mail, return receipt requested, with a copy via email to jake@jhlawohio.com, on or before the end of the 7-day period. This Agreement will not be effective or enforceable against the City until seven (7) days after Bridge signs and does not revoke this Agreement. That will be the "Effective Date" of this Agreement. If Bridge revokes this Agreement, it will not become effective, and Bridge will not receive the Separation Benefits or any other benefit under this Agreement.
- 9) Disclosure; Resolution of Past and Present Claims: Bridge represents and acknowledges that he is not aware of (or has not already disclosed to the City) any information in his possession or to which he may have or had access relating to conduct by the City and/or related persons that Bridge has any reason to believe violates or may violate any domestic or foreign law or regulation, or violates any City policy in any respect. To the extent Bridge has disclosed any such information to the City, Bridge acknowledges that all of the issues so identified have been resolved to Bridge's satisfaction, and Bridge has no remaining concerns about any violative conduct.
- 10) Outstanding Disputes: As of the Effective Date of this Agreement, Bridge agrees that this Agreement resolves any and all disputes and/or claims Bridge has or could have with the City, and Bridge further represents that he has no outstanding claims, filings or disputes pending in any forum against or involving the City regarding any aspect of his employment or violation of any law, regulation or City Policy.
- 11) City Property: On or before the payment of the Separation Benefits to Bridge, Bridge will return to the City any and all City property, which Bridge may have in his possession, custody or control, no matter where located, and provide an accurate itemized list of said property. Such property may include, but is not limited to, electronic and/or hard-copy records, files, drawings, documents, models, disks, drives, computers and other equipment, along with City-issued credit cards or other items. Bridge will not retain any portions or copies, in any form, of such property.

- 12) Non-disparagement: Subject to any rights or obligations the parties may have under applicable law, Bridge agrees not to disparage, denigrate or defame the City and/or related persons, and the City's present council members agree not to disparage, denigrate or defame Bridge.

The City agrees to not make any additions, alterations or modifications to Bridge's personnel file, other than the inclusion of this Agreement and routine bookkeeping and office management documentation.

- 13) No Other Assurances: Bridge acknowledges that in deciding to sign this Agreement, he has not relied on any promises, statements, representations or commitments, whether spoken or in writing, made to Bridge by any City representative, except for what is expressly stated in this Agreement. This Agreement constitutes the entire understanding and agreement between Bridge and the City, whether spoken or written, relating to the matters described, and replaces and cancels all previous agreements and commitments of the City to Bridge.

- 14) Governing Law: This Agreement will be construed, governed by and enforced in accordance with the laws of the State of Ohio, without regard to its conflicts of law principles.

- 15) Modification in Writing: No oral agreement, statement, promise, commitment or representation shall alter or terminate the provisions of this Agreement. This Agreement cannot be changed or modified except by written agreement signed by both Bridge and the City Manager, Interim or otherwise, of the City.

- 16) Severability: If any term, provision, covenant or restriction contained in this Agreement, or any part thereof, is held by a court of competent jurisdiction or any foreign, federal, state, county or local government or any other governmental regulatory or administrative agency or authority or arbitration panel to be invalid, void, unenforceable or against public policy for any reason, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect.

- 17) No Admission of Liability: This Agreement does not constitute an admission by the City that it has violated any contract, law or regulation, or in any way infringed Bridge's rights or privileges. The City expressly denies that it has done anything unlawful or improper. The City has entered into this Agreement in order to end Bridge's employment in an amicable manner, and to avoid the costs of defending against any legal action which Bridge might otherwise initiate.

- 18) Unemployment Compensation: Nothing in this Agreement is intended to affect Bridge's ability to seek unemployment benefits from appropriate state unemployment agencies. The City will provide accurate information in response to requests from any state unemployment agencies regarding the terms of Bridge's separation from the City, and the City and Bridge agree that the reason for separation will be reported to unemployment as "resigned, in lieu of termination." The City will not contest Bridge's application for unemployment benefits filed as a result of the termination of Bridge's employment with the City, but Bridge acknowledges

that decisions regarding his eligibility for unemployment insurance will be made by such state unemployment agencies.

- 19) Format; Counterparts: A facsimile (“fax”), photographic or electronic copy of this Agreement shall be as valid as the original. This Agreement may be executed in counterparts, with each such counterpart being deemed to constitute an original document and with all such counterparts together being deemed to constitute one and the same instrument.
- 20) Successors and Assigns: This Agreement shall be binding on the heirs, executors, administrators, legal representatives, successors and assigns of the respective parties.
- 21) Employee Acknowledgment: By signing this Agreement, Bridge acknowledges and adopts the following declaration:

I, Randy Bridge, acknowledge that I have carefully read and considered this Agreement; that I have been given the opportunity to review this Agreement with legal or other advisors of my choice, and that I understand that by signing this Agreement, I RELEASE legal claims and WAIVE certain rights. I understand that I am waiving unknown claims and I am doing so intentionally. I freely and voluntarily consent to all terms of this Agreement with full understanding of what they mean.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

THE CITY OF NEW CARLISLE, OHIO

Howard Kitko, Acting/Interim City Manager

Randy Bridge

Approved:

Approved:

Jacob M. Jeffries, Law Director for the
City of New Carlisle

David M. Duwel
Attorney for Randy Bridge

CERTIFICATION

This shall certify that the funds required to meet the municipality's obligations set forth herein during the fiscal year in which this contract is made or obligation incurred, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrance. Ref. R.C. 5705.41

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

Intro: 11/12/2024
Action: 11/12/2024
Effective: 11/12/2024

ORDINANCE 2024-62E

AN ORDINANCE APPOINTING HOWARD KITKO AS INTERIM CITY MANAGER, AND DECLARING AN EMERGENCY

WHEREAS, Randy Bridge resigned from his employment as the City Manager; and

WHEREAS, Council must appoint an Interim City Manager after a City Manager's resignation in accordance with division (e) of Section 5.04 of the City's Charter; and

WHEREAS, the Interim City Manager appointed by Council must be a qualified person, and such appointment must not exceed one hundred eighty (180) days; and

WHEREAS, Howard Kitko, who is currently serving as the Acting City Manager under Section 5.05 of the Charter and who has been employed with the City of New Carlisle for over 20 years, is qualified to serve as the Interim City Manager due to his experience and education, and Council desires to appoint him as the Interim City Manager effective November 12, 2024; and

WHEREAS, while serving as the Interim City Manager, Howard Kitko's annual base salary will be One Hundred Three Thousand Thirty-Six and 05/100 Dollars (\$103,036.05), which is equal to Randy Bridge's salary prior to his resignation; and

WHEREAS, after the expiration of one hundred eighty (180) days or when Council appoints a City Manager pursuant to Section 5.01 of the Charter, whichever occurs first, Howard Kitko's annual base salary will revert to his previous salary as the Director of Public Service/Assistant City Manager.

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

Section 1. Effective November 12, 2024, Howard Kitko is appointed as Interim City Manager until the expiration of one hundred eighty (180) days or Council appoints a City Manager pursuant to Section 5.01 of the Charter, whichever occurs first. Due to this appointment, Howard Kitko's previous appointment under Section 5.05 of the Charter is terminated.

Section 2. Howard Kitko's annual base salary while serving as the Interim City Manager will be One Hundred Three Thousand Thirty-Six and 05/100 Dollars (\$103,036.05), payable in installments consistent with the City's standard payroll operations.

Section 3. Immediately upon Howard Kitko no longer serving as the Interim City Manager, his annual base salary will revert to his previous salary as the Director of Public Service/Assistant City Manager.

Section 4. Howard Kitko, as the Interim City Manager, shall perform all duties and functions and exercise the same authority provided to the City Manager under the City's Charter and Codified Ordinances.

Section 5. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the life, health, property and public peace of the residents of the City and for the further reasons that it is needed to maintain organizational continuity and to ensure

compliance with the City’s Charter, and this ordinance shall be deemed effective immediately upon the affirmative vote of at least six (6) City Council members.

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
Totals:	Pass	Fail

Intro: 11/12/2024
Action: 11/12/2024
Effective: 11/12/2024