



CITY COUNCIL
REGULAR MEETING PACKET
March 3, 2025 @ 6:00pm Heritage Hall in Smith Park

1. Call to Order: Mayor Bill Cook
2. Roll Call: Clerk of Council
3. Invocation:
4. Pledge of Allegiance:
5. Action on Minutes: 02/18/25 Regular Meeting and 02/24/25 Special Meeting
6. Communications:
7. City Manager Report: Attached
8. Committee Reports:
9. Comments from Members of the Public: *Comments limited to 5 minutes or less

10. RESOLUTIONS: None

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

***A. Ordinance 2025-07 (Introduced on 02/18/25, Public Hearing, and Action Tonight)**

AN ORDINANCE AUTHORIZING AN AGREEMENT FOR THE DEPOSIT OF PUBLIC FUNDS WITH PARK NATIONAL BANK

***B. Ordinance 2025-08 (Introduced on 02/18/25, Public Hearing, and Action Tonight)**

AN ORDINANCE ADOPTING THE BOARDS & COMMISSIONS HANDBOOK FOR THE CITY OF NEW CARLISLE

***C. Ordinance 2025-09 (Introduced on 02/18/25, Public Hearing, and Action Tonight)**

AN ORDINANCE AUTHORIZING AN AGREEMENT FOR IT AND COMPLIANCE SERVICES

***D. Ordinance 2025-10 (Introduced on 02/18/25, Public Hearing, and Action Tonight)**

AN ORDINANCE AUTHORIZING AN AGREEMENT WITH THE OHIO ATTORNEY GENERAL FOR THE COLLECTION OF DELINQUENT DEBT

E. Ordinance 2025-11 (Introduction Tonight, Public Hearing, and Action on 03/17/25)

AN ORDINANCE ESTABLISHING A MORATORIUM, NOT TO EXCEED TWELVE (12) MONTHS, ON NEW VAPE SHOPS WITHIN THE CITY OF NEW CARLISLE, OHIO

F. Ordinance 2025-12 (Introduction Tonight, Public Hearing, and Action on 03/17/25)

AN ORDINANCE ESTABLISHING A MORATORIUM ON CANNABIS OPERATIONS WITHIN THE CITY OF NEW CARLISLE, OHIO

12. OTHER BUSINESS:

- Additional City Business:
 - Intergovernmental Meeting 03/31/25 at Heritage Hall 6pm
 - Sheriff & Council Meet and Greet 04/26/25 11am-2pm at Bow & Arrow
 - Open for Discussion on City Related Business

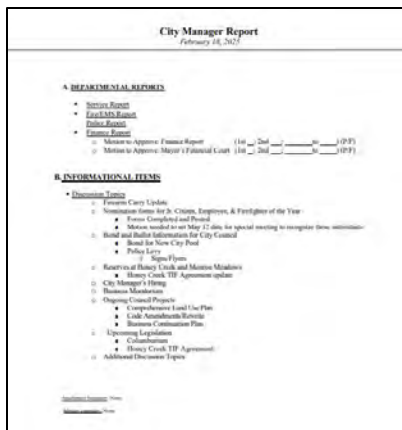
13. Executive Session: To Discuss the Employment of a Public Employee

14. Return to Regular Session:

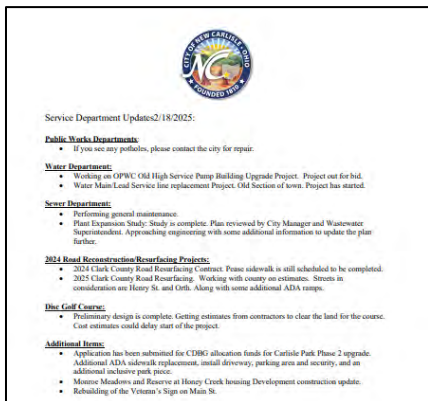
15. Adjournment

RECORD OF PROCEEDING
MINUTES: CITY OF NEW CARLISLE, OHIO
REGULAR SESSION MEETING @ Heritage Hall on 2/18/25 @ 6:00 pm

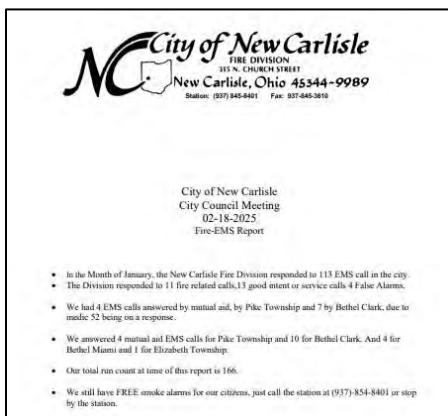
1. **Call to Order:** Mayor Cook calls the meeting to order.
2. **Roll Call:** Stapleton calls the roll – Cook, Grow, Bahun, Shamy, Wright, Lindsey, Eggleston- 7 Members present
3. **Invocation:** Chief Trusty
4. **Pledge of Allegiance:** All are welcome to participate
5. **Action on Minutes:**
 Action on amended Regular Session minutes of 2/3/25: 1st: Lindsey, 2nd: Shamy, YES: Wright, Lindsey, Eggleston, Cook, Grow, Bahun, Shamy NAY: 0 **Accepted 7-0**
6. **Communications:**
7. **City Manager’s Report:**



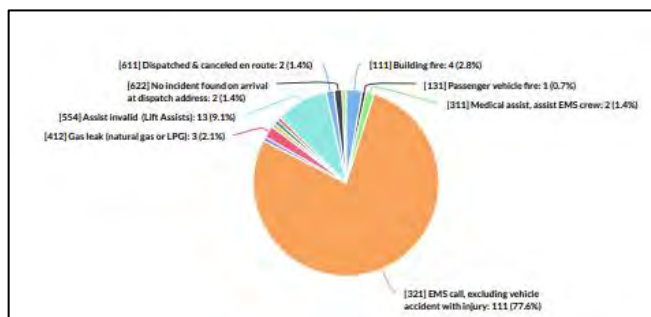
8. **Committee Reports:**



- No Comments



No Comments



Planning Department Report January 2025

Statistics		Permits			
Total Violations	79	Date	Permit Type	Parcel Address	Total
Total Projects Violated	24	1/2/2025	Change of Use / Occupancy	127 S MAIN ST	\$25.00
Average Violations Per Property	2.5	1/7/2025	Change of Use / Occupancy	118 S CHURCH ST	\$25.00
Abatement Complete	6	1/10/2025	Sidewalk/Curb/Gutter	809 BRUBAKER DR	\$20.00
Closed Violations	5	1/10/2025	Sidewalk/Curb/Gutter	907 BRUBAKER DR	\$20.00
Under Investigation		1/10/2025	Sidewalk/Curb/Gutter	805 BRUBAKER DR	\$20.00
Nearest Property Violated		1/10/2025	Sidewalk/Curb/Gutter	207 RESENE FWY	\$20.00
Work Order Issued		1/10/2025	Sidewalk/Curb/Gutter	205 RESENE FWY	\$20.00
Number Property List		1/10/2025	Sidewalk/Curb/Gutter	203 LIGHTFOOT CT	\$20.00
# of Violations Submitted to Mayor's Court	1	1/10/2025	New Residential Construction	206 LIGHTFOOT CT	\$20.00
Property Extensions Granted	2	1/10/2025	Sidewalk/Curb/Gutter	203 LIGHTFOOT CT	\$20.00
		1/10/2025	Sidewalk/Curb/Gutter	207 LIGHTFOOT CT	\$20.00
		1/10/2025	New Residential Construction	1209 N SCOTT ST	\$125.00
		1/22/2025	Change of Use / Occupancy	100 S MAIN ST	\$25.00
		1/22/2025	Change of Use / Occupancy	104-108 S MAIN ST	\$25.00
		1/22/2025	Sign	104-108 S MAIN ST	\$22.50
		1/22/2025	Sign	121 S MAIN ST	\$25.00
		1/28/2025	Accessory Structure	115 S CHURCH ST	\$20.00
		1/29/2025	Sidewalk/Curb/Gutter	210 FUNSON AVE	\$20.00
		1/29/2025	Change of Use / Occupancy	121 S MAIN ST	\$25.00
		1/29/2025	New Residential Construction	208 MEADOW DRIVE	\$125.00
		1/29/2025	Sidewalk/Curb/Gutter	208 LIGHTFOOT CT	\$20.00
		1/29/2025	Sidewalk/Curb/Gutter	805 BRUBAKER DR	\$20.00
		1/29/2025	Sidewalk/Curb/Gutter	809 BRUBAKER DR	\$20.00
		1/29/2025	Sidewalk/Curb/Gutter	805 BRUBAKER DR	\$20.00
		1/29/2025	Sidewalk/Curb/Gutter	805 BRUBAKER DRIVE	\$20.00
		1/29/2025	New Residential Construction	805 BRUBAKER DRIVE	\$125.00
		1/29/2025	New Residential Construction	203 LIGHTFOOT CT	\$125.00
		1/29/2025	New Residential Construction	807 BRUBAKER DR	\$125.00
		1/29/2025	New Residential Construction	805 BRUBAKER DR	\$125.00
		1/29/2025	New Residential Construction	203 MEADOW WAY	\$20.00
		1/29/2025	Sidewalk/Curb/Gutter	203 MEADOW WAY	\$20.00
		1/31/2025	New Residential Construction	207 LIGHTFOOT CT	\$125.00
		1/31/2025	Sidewalk/Curb/Gutter	207 LIGHTFOOT CT	\$20.00

Data Summary	
1900.13 Placement for Collection	11
1900.03 Trash Containers	
1290.20 Outdoor Storage and Display	8
1460.10 Abatement of Nuisance by the City, Cost Recovery	1
1460.20 Structural Soundness and Maintenance of Overhang	8
1460.20 Exterior Property and Structure Exterior, Residential	20
1460.20 (a) General Space	1
1460.20 (b) Exterior Maintenance	8
1460.20 (c) Fences and Walls	3
1460.20 (d) Signs, Bill Cases & Vendors	2
1460.20 (e) Hazards	3
1460.20 (f) Storage	4
1460.20 (g) Inadequate, Unlicensed Vehicle	1
1460.20 Vegetation, Residential	6
1460.20 Accessory Structure	1
1460.43 (a) On-Street Parking Limitations	3
1460.43 (d) Parking on Private Property	1

No Comments

CITY OF NEW CARLISLE MAYOR'S COURT

Court Report January 15, 2025

Botello, Jazmin of New Carlisle pled guilty to Non-Compliance Suspension. Fined \$100 plus court cost. Payment arrangements made.

Conrad, Amber M of New Carlisle pled no contest to Non-Compliance Suspension. Fined \$100 plus court cost. Payment arrangements made.

Ellison, Cory M of New Carlisle previously pled to Operating a Motor Vehicle without a license. Defendant placed on reporting probation.

Mitchell, Ilika K of New Carlisle pled guilty to OMVI and Reasonable Control. Fined \$500 plus court cost plus driver license suspended for 180 days and 30 days in jail. Defendant attended an alcohol program. One year probation defendant to have no alcohol offenses. ALS cancelled.

Passon, Gene A of New Carlisle pled guilty to Obey Traffic Control Device. Court cost only. Payment arrangements made.

Vance, Craig II of New Carlisle previously pled to Non-Compliance and Speed. Court payments amended.

CITY OF NEW CARLISLE MAYOR'S COURT

Court Report January 29, 2025

Ellison, Cory M of New Carlisle previously pled to Operating a Motor Vehicle without a license. Defendant placed on reporting probation.

Fritz, Joseph C of New Carlisle pled no contest to Non-Compliance Suspension and Expired Registration. Continued until January 15.

Morris, Trevor of New Carlisle previously pled license suspended. Payment arrangements amended.

Northern, Donelle S of Trotwood pled guilty to Non Compliance Suspension. Fined \$500 plus court cost. Payment arrangements made.

Ryjac Investments charged with Glare from outdoor lighting. Trial scheduled for February 12.

PAID THROUGH VIOLATION BUREAU

Dilley, James of New Carlisle, Assured Clear Distance, \$220

Edgell, Justin of Cincinnati, Speed 40/25, \$235

No Comment

**City of New Carlisle
Clark County Sheriff's Office
January 2025 Stats**

Patrol Division:
The New Carlisle Deputies were dispatched to 254 calls for service during the month of January.

Calls Taken: 254
Reports: 56
Assists: 79
Criminal Arrest: 20
Felony Arrest: 5
Misdemeanor Arrest: 7
Warrants: 8
Traffic Stops: 52

Traffic Warnings: 36
Missing Citations: 18
Business Checks: 957
Code Enforcement Follow-ups: 6
Traffic Citations: 7
Parking Citations: 2

Note:

Respectfully,
Sgt. Ronnie F. Loman
Sgt. Ronnie F. Loman

NEW CARLISLE	CALLS	ASSISTS	REPORTS	TRAFFIC STOP	CITATIONS	WARNINGS	ARREST	CODE ENFC	BUSINESS CHE	CRASH	PARKING CIT
January											
Dep. Bowers	56	30	10	9	2	7	6	6	248	0	2
Dep. Arnold	61	17	19	5	3	2	3	0	93	2	0
Dep. O'Brien	82	9	13	9	3	6	5	0	269	2	0
Dep. Pennington	55	19	11	13	5	8	0	0	64	3	0
Dep. Solenberger	15	4	3	18	3	13	1	0	278	0	0
Total	254	79	56	52	16	36	20	6	952	7	2

No Comments

COUNCIL FINANCIAL REPORT SUMMARY – JANUARY 2025

Estimated Revenue \$ 7,481,330.00 Amended Est. Resources \$ 2,412,041.00 Amended Est. Resources Amended Est. Resources Amended Est. Resources For City of Cincinnati 2025 BUDGET TOTAL EST. REV. \$ 9,893,371.00	2024 Original Budget \$ 8,867,332.00 3rd Q. Supplemental \$ 4,612,041.00 2nd Q. Supplemental 1st Q. Supplemental 4th Q. Supplemental For City of Cincinnati 2025 REVISED TOTAL BUDGET \$ 11,279,163.00
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Month	Revenue Received	Month	Expenses Paid
January	\$ 1,432,719.50	January	\$ 1,430,299.50
February		February	
March		March	
April		April	
May		May	
June		June	
July		July	
August		August	
September		September	
October		October	
November		November	
December		December	
Received To Date	\$ 1,432,719.50	Expenses to Date	\$ 1,430,299.50

Fund	Description	Beginning Balance	Net Revenue	Net Expense	Unencumbered Balance	Encumbrance	Ending Balance
City of Cincinnati		\$9,267,455.00	\$1,432,719.50	\$1,430,299.50	\$9,269,865.00	\$1,503,900.00	\$8,276,574.50

New Carlisle Bank Report

As Of: 1/1/2025 to 1/31/2025

Bank	Beginning Bal.	MTD Revenue	YTD Revenue	MTD Expense	YTD Expense	YTD Other	Ending Bal.
PNC - GENERAL	\$1,336,227.56	\$690,585.04	\$690,585.04	\$243,248.49	\$243,248.49	\$51,664.56	\$1,624,899.75
PNC - PAYROLL	\$235,708.88	\$292,275.03	\$292,275.03	\$290,721.94	\$290,721.94	\$22,456.91	\$237,261.94
STAR OHIO	\$4,242,239.60	\$16,325.00	\$16,325.00	\$0.00	\$0.00	\$0.00	\$4,258,564.60
US BANK INVESTMENTS	\$1,009,293.60	\$4,484.23	\$4,484.23	\$0.00	\$0.00	\$0.00	\$1,013,777.83
PARK NAT - SECURED - GENERAL	\$1,255,140.64	\$597,390.94	\$597,390.94	\$597,390.94	\$597,390.94	\$792.50	\$697,442.14
PARK NAT - MMA	\$1,051,850.56	\$2,160.45	\$2,160.45	\$0.00	\$0.00	\$0.00	\$1,054,011.01
PARK NAT - MAYOR'S COURT	\$200.00	\$3,216.00	\$3,216.00	\$0.00	\$0.00	\$0.00	\$203.00
NCF - CD	\$90,272.10	\$200.00	\$200.00	\$0.00	\$0.00	\$0.00	\$90,472.10
CASH ON HAND	\$200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$200.00
Grand Total:	\$9,257,433.12	\$1,432,719.50	\$1,432,719.50	\$1,420,299.10	\$1,420,299.10	\$0.00	\$9,269,853.52

MONTHLY NET INCOME TAX COLLECTION COMPARISON 2024-2025

MONTH PAIDMENT RECEIVED	CCA				STATE OF OHIO				ATTORNEY GENERAL			
	2024	2025	DIFFERENCE	% DIFFERENCE	2024	2025	DIFFERENCE	% DIFFERENCE	2024	2025	DIFFERENCE	% DIFFERENCE
JANUARY	\$152,657.05	\$162,464.23	\$9,807.18	6.42%	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$179.99	\$179.99	-
FEBRUARY	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	
MARCH	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	
APRIL	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	
MAY	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	
JUNE	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	
JULY	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	
AUGUST	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	
SEPTEMBER	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	
OCTOBER	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	
NOVEMBER	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	
DECEMBER	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	
TOTALS	152,657.05	162,464.23	9,807.18	6.42%	0.00	0.00	0.00	#DIV/0!	0.00	179.99	179.99	#DIV/0!

COMBINED TOTAL NET COLLECTIONS-2025 **\$162,644.22**

Motion to accept Finance Report: 1st: Lindsey 2nd: Shamy YES: Wright, Lindsey, Eggleston, Cook, Grow, Bahun, Shamy NAY: 0 – **Accepted 7-0**



MAYOR'S COURT REPORT FOR JANUARY 2025

Total Claims: 12 (10 Open, 1 Paid, 1 Total)

1st Year Fee: \$1,000.00
 2nd Year Fee: \$1,000.00
 Total Fees: \$2,000.00

FUND RECEIVED	CHECK NUMBER	DATE	AMOUNT
City of Cincinnati	100000	1/15/25	2,000.00
TOTAL FUNDS RECEIVED			2,000.00

Motion to Accept the Mayor's Court Report, 1st: Lindsey 2nd: Shamy YES: Wright, Lindsey, Eggleston, Cook, Grow, Bahun, Shamy NAY: 0 – **Accepted 7-0**

Mr. Kitko began reviewing the City Manager's report:
 Firearm Update: Discussion on immunity for council and cost of law director in the case of a lawsuit being filed. Law director will be 'middleman' between City and Insurance to provide any requested information. Public was allowed to address this topic:

Victoria Portner, 210 W. Madison

Reviewed her previously discussed opinions of allowing the public to carry firearms in the city buildings, and removal of the sign.

Angela Gump, 1203 W. Lake Ave

Discussed her experiences with the public coming into the city building – many are either there to pay a bill or upset. Have experienced people throwing things at the window and trying to reach through the small opening of the window as well. Expressed her opinions about not feeling comfortable about people having the right to carry guns into the City building.

Bob Hoke, City of New Carlisle Water Superintendent

Mr. Hoke was asked to speak on behalf of several city employees. Explained the water department's interaction with the citizens, and some of the negative reactions they have gotten.

Questioned how the city employees would be covered by the insurance if there was an incident, employees would be covered.

Dave Coleman, City Public Work Superintendent & Chapter Chair of Union

Speaking on behalf of Union members and city employees. Expressed mutual feelings of many employees. Not sure most citizens would agree that the increased insurance fees are worthy of taxpayers money.

Colleen Harris, City Finance Director

Very happy with recent safety improvements that have been made to the city building – glass, silent alarm, etc. Agree with the finance staff to leave the sign posted. Have also been interested in buying a locking drawer for the window, for additional safety.

Councilwoman Wright questioned the previous comment about people being upset and throwing items, etc. Typically, in these cases the police are called, and people are arrested. Council agrees to go ahead and quote and purchase the locking drawer for the window.

Jr. Citizen, Employee, and Firefighter of the year nomination forms have been passed out – We are starting to get some responses. Motion to designate May 12, 2025, as the award ceremony meeting at 6:00 1st: Lindsey 2nd: Shamy YES: Wright, Lindsey, Eggleston, Cook, Grow, Bahun, Shamy NAY: 0 **Accepted 7-0** Still working on final details of food, etc.

Honey Creek TIF – first draft has been received, will get to the Law Director for review, when ready it will come to council.

City Manager Hiring – Discussed possible methods for hiring and review of applications. Motion for a special meeting on 2/24/25 for Executive Session to discuss the employment of a public employee 1st: Lindsey 2nd: Shamy YES: Wright, Lindsey, Eggleston, Cook, Grow, Bahun, Shamy **Accepted 7-0**

Business Moratorium – Does council want to move forward with a 1-year moratorium on vape, smoke shops, marijuana? Motion for a one-year moratorium on medical and recreational marijuana 1st: Lindsey 2nd: Shamy YES: Wright, Lindsey, Grow, Bahun, Shamy NAY: Eggleston, Cook **Accepted 5-2** Motion for a 1-year moratorium on vape shops 1st: Lindsey, 2nd: Shamy YES: Wright, Lindsey, Eggleston, Grow, Bahun, Shamy NAY: Cook **Accepted 6-1**

Additional discussion topics: Gun Carry – Councilman Lindsey stated to the public: Council has heard you and understands your concerns these past meetings. Agree it would not be right for council to make a motion, pass it, and enforce it. Motion to have this added to the November ballot for the citizens to decide: City employees can have and carry guns and leave the city building signs posted. 1st: Lindsey 2nd: Shamy YES: Wright, Lindsey, Cook, Grow, Bahun, Shamy NAY: Eggleston **Accepted 6-1**

9. **Comments from Members of the Public** (Comments less than 5 minutes)

10. **RESOLUTIONS**: None

11. **ORDINANCES**: (5-Intro; – 4-Action*)

***A. Ordinance 2025-06 (Introduced on 02/03/2025, Public Hearing and Action Tonight)**

AN ORDINANCE ESTABLISHING COMPENSATION FOR THE ACTING CLERK OF COUNCIL

1st: Shamy 2nd: Lindsey YES: Eggleston, Cook, Grow, Bahun, Shamy, Wright, Lindsey NAY: 0 **Accepted 7-0** ex: Establish \$50 per meeting compensation for back up clerk.

B. Ordinance 2025-07 (Introduction Tonight, Public Hearing and Action on 03/03/2025)

AN ORDINANCE AUTHORIZING AN AGREEMENT FOR THE DEPOSIT OF PUBLIC FUNDS WITH PARK NATIONAL BANK

C. Ordinance 2025-08 (Introduction Tonight, Public Hearing and Action on 03/03/25)

AN ORDINANCE ADOPTING THE BOARDS & COMMISSIONS HANDBOOK FOR THE CITY OF NEW CARLISLE

D. Ordinance 2025-09 (Introduction Tonight, Public Hearing and Action on 03/03/25)

AN ORDINANCE AUTHORIZING AN AGREEMENT FOR IT AND COMPLIANCE SERVICES

E. Ordinance 2025-10 (Introduction Tonight, Public Hearing and Action on 03/03/25)

AN ORDINANCE AUTHORIZING AN AGREEMENT WITH THE OHIO ATTORNEY GENERAL FOR THE COLLECTION OF DELINQUENT DEBT

12. **Other Business:**

➤ Additional City Business

- Intergovernmental Meeting 3/31/25 at Heritage Hall at 6pm
- Sheriff and Council Meet and Greet 4/26/25, 11am – 2pm at Bow and Arrow
- Open for Discussion on City Related Business

13. **Executive Session:** To discuss litigation.

- Motion to move to Executive Session to discuss litigation 1st: Lindsey 2nd: Shamy @ 7:11pm. YES: Wright, Lindsey, Eggleston, Cook, Grow, Bahun, Shamy NAY: 0 **Accepted 7-0**

14. **Return to Regular Session:** Motion to return to regular session at 7:44pm 1st: Lindsey 2nd: Shamy YES: Wright, Lindsey, Eggleston, Cook, Grow, Bahun, Shamy NAY: 0 **Accepted 7-0**

Motion to have the law director proceed to do what is necessary to defend the City against the Board of Elections decisions, employ additional help at his discretion, and radify what has already been filed. 1st: Lindsey 2nd: Shamy YES: Wright, Lindsey, Eggleston, Cook, Grow, Bahun, Shamy NAY: 0 **Accepted 7-0**

15. **Adjournment: 1st Lindsey 2nd Shamy @ 7:48 pm**

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

Mayor Bill Cook

Clerk of Council Christine Stapleton

RECORD OF PROCEEDING

MINUTES: CITY OF NEW CARLISLE, OHIO

WORK SESSION / SPECIAL MEETING @ Heritage Hall on 2/24/25 @ 6:00 pm

1. **Call to Order:** Mayor Cook calls the meeting to order.
2. **Roll Call:** Stapleton calls the roll – Cook, Grow, Bahun, Shamy, Lindsey, Eggleston
6 members Present (Wright – Absent)
3. **Invocation:** Councilman Bahun
4. **Pledge of Allegiance:** All are welcome to participate
5. **Action on Minutes:** None
6. **Communications:** None
7. **City Manager’s Report:** None
8. **Committee Reports:** N/A
9. **Comments from Members of the Public** (Comments less than 5 minutes)
10. **Resolutions:** None
11. **Ordinances:** None
12. **Other Business:**
 - Additional City Business
 - Intergovernmental Meeting 3/31/25 at Heritage Hall 6pm
 - Sheriff and Council Meet and Greet 4/26/25 11am – 2pm at Bow and Arrow
 - Open for Discussion on City Related Business
13. **Executive Session:** To Discuss the Employment of a Public Employee
Motion to move to Executive session to discuss the employment of a public employee
1st: Lindsey 2nd: Shamy @ 6:02pm Yes: Lindsey, Eggleston, Cook, Grow, Bahun, Shamy
NAY: 0 Absent: Wright **Accepted 6-0-1**
14. **Return to Regular Session:**
Motion to return to regular session
1st: Lindsey 2nd: Shamy @ 6:56pm Yes: Lindsey, Eggleston, Cook, Grow, Bahun, Shamy
NAY: 0 Absent: Wright **Accepted 6-0-1**
Motion to excuse councilwoman Wright from meeting due to illness
1st: Shamy 2nd: Bahun Yes: Shamy, Lindsey, Eggleston, Cook, Grow, Bahun NAY: 0 Absent:
Wright, **Accepted 6-0-1**
15. **Adjournment: 1st Lindsey 2nd Shamy @ 6:57 pm**
YES: Lindsey, Eggleston, Cook, Grow, Bahun, Shamy NAY: 0 Absent: Wright
Accepted 6-0-1

Mayor Bill Cook

Clerk of Council Christine Stapleton

City Manager Report

March 3, 2025

A. DEPARTMENTAL REPORTS

- The Following Departmental Reports will be given at the next City Council meeting that will be held on Monday, March 17, 2025; Finance, Public Service, Fire/EMS, Police, Planning & Zoning, Mayor's Court Report.

B. INFORMATIONAL ITEMS

- Discussion Topics
 - Community Clean Up
 - Mayor's Court
 - Property Violations - Failure to Appear Information
 - Bond and Ballot Information for City Council
 - Bond for New City Pool
 - Police Levy
 - ◇ Signs/Flyers
 - Reserves at Honey Creek and Monroe Meadows
 - Honey Creek TIF Agreement update
 - Ongoing Council Projects
 - Comprehensive Land Use Plan
 - Code Amendments/Rewrite
 - Business Continuation Plan
 - Upcoming Legislation
 - Columbarium
 - Honey Creek TIF Agreement
 - Gastineau Field Lease
 - Decorative LED Street Light Upgrade with ODOT
 - Additional Discussion Topics

Attachment Summary: Mayor's Court Summons

Motion summary: None



Our records indicate that you failed to appear in New Carlisle's Mayor's Court. You are being summoned to appear on **Wednesday, February 12, 2025 at 6 pm** before the Magistrate. Court is located at Failure to appear may result in the following actions: registration block and/or bench warrant for failure to appear.

A copy of the citation has been enclosed.

ORDINANCE 2025-07

AN ORDINANCE AUTHORIZING AN AGREEMENT FOR THE DEPOSIT OF PUBLIC FUNDS WITH PARK NATIONAL BANK

WHEREAS, Section 220.05 of the City Ordinances requires the City Manager to make provision for the custody of all funds of the City and for the deposit of such funds; and

WHEREAS, Chapter 135 of the Ohio Revised Code states that any national bank, any bank doing business under authority granted by the superintendent of financial institutions, or any bank doing business under authority granted by the regulatory authority of another state of the United States, located in Ohio, is eligible to become a public depository; and

WHEREAS, Chapter 135 further provides that if an eligible institution desires to be a public depository of a political subdivision, then the eligible institution must make an application in writing to the proper governing board of the political subdivision; and

WHEREAS, Park National Bank (formerly known as Security National Bank), which is eligible to serve as a public depository under Chapter 135, has submitted the attached application/proposed agreement to the City for the purpose of remaining as the public depository for the City’s active, interim and inactive deposits; and

WHEREAS, City Council desires to enter into the attached agreement with Park National Bank so that Park National Bank will continue to serve as the City’s public depository under Section 220.05 of the City Ordinances and Chapter 135 of the Ohio Revised Code.

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

Section 1. Park National Bank will serve as the public depository for the City’s active, interim and inactive deposits.

Section 2. The City Manager is authorized and directed to enter into the attached agreement with Park National Bank for the deposit of public funds.

Passed this _____ day of _____, 2025.

Bill Cook, Mayor

Chris Stapleton, Clerk of Council

APPROVED AS TO FORM:

Jake Jeffries, DIRECTOR OF LAW

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

Introduction and First Reading: 02/18/2025
Second Reading and Action: 03/03/2025
Effective Date of Legislation: 03/18/2025

Totals:		
	Pass	Fail



Agreement for Deposit of Public Funds

This **Agreement for Deposit of Public Funds** (this "Agreement") is made as of the date executed by and between **Park National Bank**, a national banking association (the "Financial Institution"), and City of New Carlisle (the "Customer").

WITNESSETH:

WHEREAS, capitalized terms used herein but not otherwise defined herein shall have the meanings set forth on the Addendum with respect to the State in which the Customer is located;

WHEREAS, the Financial Institution has proposed to the Customer that the Financial Institution will accept for deposit and safekeeping deposits for the Customer and provide certain other services;

WHEREAS, the Financial Institution has provided the Customer with access to the Financial Institution's balance sheet information as of the date of the latest report filed by the Financial Institution with the Office of the Comptroller of the Currency; and

WHEREAS, pursuant to the Applicable Statute and in accordance with the rules promulgated under the Applicable Statute, such proposal requires the Financial Institution to pledge and deposit with one or more qualifying trustees, trustee custodians, escrow agents, or custody agents, as security for the repayment of all public moneys to be deposited in the Financial Institution by the Customer security of the kinds specified in the Security Provisions or any other section of the Applicable Statute specifying eligible security, as such may be amended from time to time, in a sum equal to or greater than the minimum amount of security required by the State Official pursuant to the Applicable Statute and the rules promulgated under the Applicable Statute, as such may be amended from time to time;

NOW, THEREFORE, in consideration of the services to be provided by the Financial Institution, including the retention and safekeeping of deposits of the Customer, and the Customer's new or continued award of deposits with the Financial Institution, the Customer and the Financial Institution agree as follows:

- 1. Eligibility to Receive Funds.** The Financial Institution represents that it is eligible to receive public funds pursuant to the Applicable Statute. This agreement is subject to the Applicable Statute, all amendments or supplements thereto, and all rules promulgated and policies adopted pursuant thereto, as well as all other applicable laws and regulations.
- 2. Deposits Awarded and Accepted.** The Customer awards to the Financial Institution, and the Financial Institution accepts, all deposits of the Customer. The Customer and the Financial Institution agree that the services may be changed by agreement of the Customer and the Financial Institution from time to time. Such agreement will be evidenced by delivery of written notice of such proposed changes from the Financial Institution to the Customer and failure of the Customer to deliver to the Financial Institution within 30 calendar days after delivery of such notice written objection of the Customer to such changes. The Customer acknowledges having received a copy of the terms and conditions of the accounts into which the Customer's funds will be deposited (the "Accounts") and agrees that the Account terms and conditions are incorporated herein by reference. To the extent the Account terms and conditions are inconsistent with the express terms of this Agreement, this Agreement will control.
- 3. Limit on Amount of Deposits.** The acceptance by the Financial Institution of the amount of active, interim and inactive deposits of the Customer for which the Financial Institution has applied will not cause the total of all public deposits held by the Financial Institution to exceed any limit provided in the Applicable Statute or rules promulgated thereunder.

4. Collateral. The Financial Institution and the Customer agree that the Financial Institution will pledge to the State Official and deposit with one or more trustees, trustee custodians, escrow agents, or custody agents qualified under the Applicable Statute and designated by the Financial Institution, for the benefit of the Customer and all other public depositors whose money has been deposited with the Financial Institution, eligible securities. Notwithstanding the foregoing, if the charter of the Customer requires a pledge of specific collateral for the benefit of the Customer or applicable federal law designates the pledging of specific collateral for the Customer, the Customer and the Financial Institution will make a good faith effort to submit necessary documents with the State Official to apply for and establish a specific pledge account within the Collateral Program as defined by each State. The Financial Institution and the Customer will comply in all material respects with their respective duties and obligations under the Applicable Statute, the rules promulgated by the State Official pursuant to the Applicable Statute, and the terms, conditions, policies and other requirements of the State Official pursuant to the Collateral Program, as such laws, rules, terms, conditions, policies and other requirements may be amended from time to time. The terms and conditions of this Agreement are subject to the terms and conditions of any agreement or agreements by and between the Financial Institution and the State Official relating to the Accounts, which agreement or agreements are incorporated herein by reference.

5. Amount of Collateral. The Customer consents to the pledging of collateral by the Financial Institution, in the discretion of the Financial Institution and without further consent from the Customer, equal to any minimum amount required by the State Official, as such amount may be changed from time to time, pursuant to such laws and rules and policies of the State Official promulgated or adopted pursuant to such laws.

6. Trustee. The Customer agrees that the Financial Institution may, in its sole discretion, select one or more trustees, trustee custodians, escrow agents, or custodial agents qualified under the Applicable Statute to hold collateral for all deposits of public fund depositors held by the Financial Institution, including but not limited to those deposits made by the Customer.

7. Expenses. Each of the Customer and the Financial Institution will be responsible for and assume its respective expenses incurred as a result of compliance with and participation in the Collateral Program and any successor program pursuant to the provisions of the Applicable Statute.

8. Termination of Participation in the Collateral Program. Nothing set forth in this Agreement will require the Financial Institution to continue to participate in the Collateral Program. If for any reason the Financial Institution is no longer eligible to participate in the Collateral Program or chooses to opt out of such participation, the Financial Institution will promptly provide the Customer a notice of such event. Upon receipt of such notice, the Customer will provide notice to the Financial Institution within 30 calendar days whether the Customer will withdraw all of its deposits from the Financial Institution or maintain the Customer's deposits at the Financial Institution. If the Customer does not provide such notice to the Financial Institution within the time frame set forth above whether it intends to remove its deposits, the Customer will be deemed to have agreed to maintain its deposits at the Financial Institution, and the Financial Institution will pledge collateral for the deposits of the Customer held by the Financial Institution pursuant to the requirements applicable to pledging of collateral set forth in the Applicable Statute and in accordance with other applicable laws and regulations. The Financial Institution has no further obligation to the Customer with respect to the Financial Institution's termination of participation in the Collateral Program.

9. Change in Laws. The Financial Institution and the Customer agree that if any state or federal laws, rules, or regulations are changed or amended during the term of the Financial Institution's designation as a public

depository, and the change of laws, rules, or regulations causes this Agreement to become unlawful, in whole or in part, then this Agreement will be limited so as not to extend beyond the date when such change becomes effective.

10. Customer Privacy. The Customer consents to the Financial Institution's provision to the State Official of information supplied by the Customer to the Financial Institution, as may be required by the State Official or applicable laws, rules, and policies in connection with the Accounts. The Financial Institution will not be liable to the Customer for, as a result of, or in connection with the provision of such information to the State Official nor any disclosure of such information by the State Official to any other person.

11. Notices. Any notice or demand required or permitted under this Agreement from the Customer to the Financial Institution must be in writing, shall be sent by United States certified or registered mail, return receipt requested, or by courier, hand delivery, or overnight delivery, with all postage and charges prepaid, shall be deemed effective on the date it is actually received by the Bank, and shall be addressed to the Bank, Attention Commercial Cash Management, located at 51 North Third Street, Suite 502, Newark, Ohio 43055. Unless otherwise required by Applicable Statute, the Customer agrees that communications from the Financial Institution may be sent electronically to the email address on file in the Financial Institution's records or in writing by regular U.S. mail, courier, hand delivery, or overnight delivery at the address on file in the Financial Institution's records.

12. Governing Law and Venue. The internal laws of the State of Ohio will govern the interpretation, construction, and enforcement of this Agreement and all transactions and agreements contemplated by the Agreement, notwithstanding any state's choice of law rules to the contrary, except to the extent federal law or the laws of the State in which the Customer is located governs. The parties agree that the sole and exclusive venue for any legal action arising out of, in connection with, or relating to this Agreement and/or the transactions and relationships between the parties contemplated by this Agreement, will be the federal district court for the Southern District of Ohio, Columbus Division, or any court of general jurisdiction of Licking County, Ohio. The parties consent to the jurisdiction of such courts and waive any claim of lack of personal jurisdiction, improper venue, and forum non conveniens.

13. Assignment. This Agreement may not be assigned by either party without prior written consent of the other party. Notwithstanding the foregoing, neither a merger of the Financial Institution into another financial institution, nor a sale of the Accounts to another financial institution eligible to receive public funds pursuant to the Applicable Statute, along with an assignment of this Agreement, will be deemed to be an assignment.

14. Waivers. The waiver by either party of a breach of any provision of this Agreement by the other party or its assignee will not operate or be construed as a waiver of any subsequent breach by the breaching party. A waiver by either party will only be valid if it is in writing and signed by an authorized officer of the party making the waiver.

15. Execution and Delivery. The execution of this Agreement or any amendment to this Agreement in one or more counterparts and the delivery of copies and of scanned or photocopied signature pages by facsimile, electronic mail, or other electronic delivery will constitute effective execution and delivery of this Agreement or any amendment.

16. Agreements Superseded. With respect to the subject matter of this Agreement, to the extent that there is any inconsistency between this Agreement and any other agreement between the Customer and the Financial Institution, the terms of this Agreement supersede all previous agreements. For purposes of clarification, with respect to any previous agreement between the Financial Institution and the Customer

Agreement for Deposit of Public Funds

regarding the types and maximum amount of deposits to be received by the Financial Institution from the Customer, compliance with the Applicable Statute, and participation by the Financial Institution and the Customer in the Collateral Program, this Agreement supersedes all previous oral and written agreements.

17. Contact Persons. Information regarding the Customer's contact persons with respect to this Agreement is set forth below. The Customer may designate substitute contact persons as the Customer deems necessary or appropriate. The Customer will promptly notify the Financial Institution of such substitutions and changes in contact persons and information.


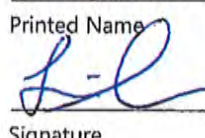
Contact Name: Colleen Harris

Contact Email: charris@newcarlisleohio.gov

18. Term. The term of this Agreement is five years, beginning on 03/04/2025 and ending on 03/03/2030. Notwithstanding the foregoing, the parties to this Agreement may agree to renew the Agreement for a new term without execution of a new agreement by execution and delivery of a writing signed by both parties or by delivery of a written notice of changed terms by the Financial Institution to the Customer to which the Customer does not deliver written notice of objection to the Financial Institution within 30 calendar days after delivery of the notice from the Financial Institution to the Customer.

IN WITNESS WHEREOF, the undersigned have caused this Agreement for the Deposit of Public Funds to be executed by their authorized officers as of the date above.

Park National Bank

<u>Lisa L McGraw</u>	<u>Vice President</u>	<u>Timothy M Summers</u>	<u>Vice President</u>
Printed Name	Title	Printed Name	Title
			
Signature	Date	Signature	Date

City of New Carlisle

<u>Colleen Harris</u>	<u>Finance Director</u>	<u>Howard Kitko</u>	<u>City Manager</u>
Printed Name	Title	Printed Name	Title
	<u>2-4-25</u>		
Signature	Date	Signature	Date
_____	_____	_____	_____
Printed Name	Title	Printed Name	Title
_____	_____	_____	_____
Signature	Date	Signature	Date

Addendum

The following terms set forth in the **Agreement for Deposit of Public Funds** to which this Addendum is attached shall have the following meanings for each Customer located in the State listed.

INDIANA

"Applicable Statute" shall mean Indiana Code (IC) Title 5, Article 13.

"Collateral Program" shall mean IC 5-13-13.

"Security Provisions" shall mean IC 5-13-9.5-1 and the rules promulgated thereunder.

"State Official" shall mean the State Treasurer of the State of Indiana, or such other state official designated under the Applicable Statute.

KENTUCKY

"Applicable Statute" shall mean Kentucky Revised Statute (KRS) 41.240.

"Collateral Program" shall mean KRS 41.240.

"Security Provisions" shall mean KRS 41.240(4).

"State Official" shall mean the State Treasurer of the State of Kentucky, or such other state official designated under the Applicable Statute.

NORTH CAROLINA

"Applicable Statute" shall mean North Carolina Administrative Code (NCAC) Title 20, Chapter 7.

"Collateral Program" shall mean the Pooling Method, as described in NCAC Section 20, 07.0104.

"Security Provisions" shall mean NCAC Section 20, 07.0200.

"State Official" shall mean the State Treasurer of the State of North Carolina, or such other state official designated under the Applicable Statute.

OHIO

"Applicable Statute" shall mean Uniform Depository Act of Ohio set forth in Chapter 135 of the Ohio Revised Code.

"Collateral Program" shall mean the Ohio Pooled Collateral Program, as defined in Uniform Depository Act of Ohio set forth in Chapter 135 of the Ohio Revised Code.

"Security Provisions" shall mean Sections 135.18 and 135.182 of the Ohio Revised Code.

"State Official" shall mean the State Treasurer of the State of Ohio, or such other state official designated under the Applicable Statute.

SOUTH CAROLINA

"Applicable Statute" shall mean South Carolina Code of Laws (SCCL) Title 6, Chapter 5.

"Collateral Program" shall mean the Pooling Method, as described in SCCL Section 6-5-15(E)(1)(b).

"Security Provisions" shall mean SCCL Section 6-5-15(C)(2).

"State Official" shall mean the State Treasurer of the State of South Carolina, or such other state official designated under the Applicable Statute.

TENNESSEE

"Applicable Statute" shall mean Tennessee Code (TC) Title 9, Chapter 4, Part 5, known as the Collateral Pool for Public Deposits Act of 1990.

"Collateral Program" shall mean TC Title 9, Chapter 4, Part 5.

"Security Provisions" shall mean TC Section 9-4-504.

"State Official" shall mean the State Treasurer of the State of Tennessee, or such other state official designated under the Applicable Statute.

ORDINANCE 2025-08

AN ORDINANCE ADOPTING THE BOARDS & COMMISSIONS HANDBOOK FOR THE CITY OF NEW CARLISLE

WHEREAS, the City of New Carlisle recognizes the importance of providing clear guidelines and operational procedures for its boards and commissions; and

WHEREAS, the establishment of a comprehensive Boards & Commissions Handbook will enhance effectiveness, transparency and accountability; and

WHEREAS, City Council has determined that the adoption and implementation of the attached Boards & Commissions Handbook would be in the best interests of the City and its residents.

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

Section 1. The attached Boards & Commissions Handbook is adopted as the official operational guide for all boards and commissions of the City of New Carlisle.

Section 2. City staff shall ensure that all current and newly appointed members of any board or commission receive a copy of the Boards & Commissions Handbook and are adequately trained on its contents.

Section 3. City Council reserves the right to amend the Boards & Commissions Handbook as necessary to reflect changes in law, policy or operational needs.

Passed this _____ day of _____, 2025.

Bill Cook, Mayor

Chris Stapleton, Clerk of Council

APPROVED AS TO FORM:

Jake Jeffries, DIRECTOR OF LAW

Introduction and First Reading: 02/18/2025
Second Reading and Action: 03/03/2025
Effective Date of Legislation: 03/18/2025

_____ 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



BOARDS & COMMISSIONS HANDBOOK

2025



I. INTRODUCTION

Purpose

Welcome to the City of New Carlisle Boards & Commissions Handbook. This handbook includes summaries of applicable laws and policies in order to give you general direction with regard to city board and commission membership. The purpose of organizing this information in this handbook is to provide guidelines for matters that may arise as a City board or commission member. If an issue arises or if you have any questions, please inform your board or commission President.

II. CITY OF NEW CARLISLE STRUCTURE

Role of Mayor, City Council, and City Manager

The legislative powers of the City of New Carlisle are vested in and exercised by City Council. City Council has the power to pass ordinances, adopt resolutions, and appoint officers and board and commission members. All powers of the City, except as otherwise provided by the City Charter or by the Constitution of the State of Ohio, are vested in City Council.

The City Manager is appointed by and reports directly to City Council. As chief administrative officer, the City Manager is responsible for directing the City's day-to-day operations and carrying out the policies set forth by City Council.

III. CITY BOARDS AND COMMISSIONS

Structure

Purpose of City Boards and Commissions

City boards and commissions are established and appointed by City Council under the City Charter or through the passage of an ordinance or resolution. The role of the City's boards and commissions is to provide advice and recommendations to City Council. The City Charter or the ordinance or resolution creating the board or commission specifies its powers and duties.

Creation of City Boards and Commissions

City Council may at any time, by ordinance or resolution, create a board or commission. The ordinance or resolution creating such board or commission shall specify the powers and duties, the number and qualifications of its members, and the terms of its members. City Council may at any time, by ordinance or resolution, abolish any existing board or commission (except those established by City Charter).

Serving On City Boards and Commissions

Eligibility for City Boards and Commissions

Members of City boards and commissions are required to be legal residents of the City of New Carlisle and must be registered voters per the City Charter. All members of City boards and commissions serve without compensation in a volunteer capacity.

Appointments to City Boards and Commissions

When a vacancy or vacancies exist on a City board or commission, the board or commission President will inform City Council at the next regularly scheduled City Council meeting. After such notice to City Council, the City Manager, or his or her designee, will post a notice of the vacancy or vacancies on the City's website, at the City Hall Building, and all City social media accounts. The vacancy notices will include a deadline for submission of a Board or Commission Membership Application (located in the Appendix of this handbook) by interested individuals. The City Manager, or his or her designee, will organize all applications received by the deadline and provide the applications to City Council for review.

Length of Service and Terms of Office on a City Board or Commission

The City Charter or originating ordinance or resolution specifies the term of office and the process for appointments. All appointments to City boards and commissions are made by motion of City Council with a majority affirmative vote at a scheduled New Carlisle City Council Meeting. If the appointment to a City board or commission is to fill a vacancy for an unexpired term, the appointment will be made only for the remainder of the unexpired term rather than the full term.

Reappointment to a City board or commission will be considered by the City Council at the request of a City board or commission member near the expiration of the current term of office, but City Council is not obligated to automatically make a reappointment.

IV. MEETINGS

Structure

Defining Meetings

A meeting is a pre-arranged gathering of a majority of members of a public body for the purpose of discussing public business. A meeting is conducted based on an agenda prepared prior to the meeting.

Quorums

A quorum is the minimum number of voting members of a City board or commission that must be present in order for the board or commission to act on a matter. If a member must abstain from voting due to a conflict of interest, and that member is required in order to have a quorum, that matter must not be heard or acted upon until a sufficient number of members allowed to vote are present. The quorum remains the same even if vacancies exist, unless otherwise provided by law or rule. A meeting quorum must be maintained for business to be conducted.

Frequency of Meetings

Frequency of the meetings will be determined by the board or commission members.

Absences

City board and commission members are expected to attend all scheduled meetings. If a City board or commission member is going to be absent from a meeting, the member should provide advance notice of the absence to the President of that board or commission as soon as possible. Excessive absences may result in the member being removed from the board or commission.

President and Vice President

The President elected by the board or commission shall preside at all board or commission meetings. In the absence of a President, the Vice President (also elected by the board or commission), or other person elected by the board or commission, shall preside.

Laws, Regulations, and Policies

Ohio Sunshine Laws

The Ohio Sunshine Laws are a set of rules and regulations that provides the public with a right of access to government proceedings. The Ohio Sunshine Laws were designed to afford the public entrance into the process of governmental decision-making. Section 121.22 of the Ohio Revised Code provides the regulations that governments must follow when conducting a meeting and what happens to the documents and files used during a meeting.

Communications Among City Board or Commission Members

Any time a majority of a City board or commission communicates about any matter that may come before the board or commission, such communication is considered to be a meeting under the Ohio Sunshine Laws. Such communications may include the following:

- Face-to-face
- Written correspondence
- Telephone
- Email
- Text Messages
- Hand signals

- Through an intermediary (a person who passes along communications from member to member)

Open to the Public

All public bodies in Ohio must take official action and conduct all deliberations upon official business only in open meetings where the public may attend and observe. Because of that, communications among a majority of members regarding official City business may only be done in a meeting open to the public.

Physical Needs of a Meeting Place

For a meeting to be “open to the public,” it must be held in a place large enough to accommodate public attendees.

Public Notice

The President is responsible for ensuring that proper notice of a meeting is provided. Board and commission members should review the statutes, rules or procedures governing the type of meeting being held and follow the appropriate public notice requirements.

Meeting Minutes

Minutes are a written record of the activities that take place during a meeting. The law requires that minutes of official meetings be maintained as a permanent record of the City. All board and commission meeting minutes are to be kept as permanent public records.

At a minimum, minutes should include:

1. A written record of the date and time the meeting starts and ends;
2. Meeting location;
3. Names of members in attendance;
4. Official actions taken; and
5. Brief summary of meeting activities, including an attachment of any presentation slides used, materials, handouts, meeting packet, etc.

A digital or tape recording does not replace the requirement for minutes. Written minutes must be taken.

Rules for Conducting a Meeting

Meeting Agenda

The structure of a meeting will be determined by the agenda which is created by the President. The agenda is a list of items to be considered at the meeting.

Conducting Business

The primary method by which City board or commission business is generally conducted is by motion. Business may also be conducted by discussions, reports submitted, and requests by members, City Staff, City Council or citizens.

Duties of President and Vice President

The President, or the Vice President in the absence of the President, is the chairperson of the meeting. The organization of the meeting is determined by the agenda and the chairperson must keep the meeting on track by adhering to one subject or main motion at a time. If a board or commission member (or member of the public) who has been recognized deviates to an unrelated topic, the chairperson should interrupt and tactfully restate the topic or motion under discussion. The chairperson should also only allow one person to speak at a time.

Order and decorum can be maintained while debating or discussing an issue. Order and decorum may be assured if the rules of debate and decorum are observed. Debate “is an essential element in the making of rational decisions of consequence by intelligent people.”

Motions

Generally, a motion is made prior to discussion. In small boards or commissions, informal discussion of a topic is permitted without a motion. The board or commission may need to fully explore an issue or proposed action before deciding on the course of action to be taken. A main motion is a formal proposal by a member in a meeting that the board or commission take certain action on an item. A motion may bring its subject to the attention of the board or commission, or the motion may follow upon the presentation of a report or other communication.

Voting, Abstaining from Voting, and Conflict of Interest

A vote is a formal expression of the will, opinion or preference of the members of a board or commission in regard to a matter submitted to it.

A majority vote is the vote required for approval of an action or choice by a board or commission. Majority means more than half of the votes cast by members at a properly called meeting at which a quorum is present.

A board or commission member may not vote “absentee” or by proxy when the member cannot attend a meeting. The right to vote is limited to board or commission members who are physically present at the time a vote is taken.

If a City board or commission member has a conflict, the member should announce the conflict, and remove himself or herself from the board or commission seating area during that portion of the meeting. If the member wishes to address the board or commission, he or she must do so

only as a member of the general public. If a board or commission member is not sure whether he or she has a voting conflict, the member should inform the President of the board or commission.

Rules of Conduct/Bylaws

To be effective, all rules, regulations or bylaws of City boards and commissions must be approved by City Council. A copy of such rules, regulations or bylaws must be available for public inspection at any time.

V. RESPONSIBILITIES OUTSIDE OF A MEETING

Code of Ethics

The citizens and businesses of the City of New Carlisle are entitled to have fair, ethical and accountable local government which has earned the public's full confidence. In keeping with the City of New Carlisle's commitment to excellence, the effective functioning of democratic government requires that:

- public officials, both elected and appointed, comply with both the letter and spirit of the laws and policies affecting the operations of government;
- public officials be independent, impartial and fair in their judgment and actions;
- public offices be used for public good and not for personal gain; and
- public deliberations and processes be conducted openly, unless legally confidential, in an atmosphere of respect and civility.

To this end, the New Carlisle City Council has adopted a Code of Ethics for members of the City Council and of the City's boards and commissions (located in the Appendix of this handbook).

City Board or Commission Member as a Public Official

Board and commission members are considered public officers. A public officer "includes any person elected or appointed to hold office in any agency including any person serving on an advisory body." This includes all board and commission members.

Certain laws apply to board and commission members when they are not participating strictly in their role as board or commission members. Most of these laws deal with conflicts of interest in business relationships and can be found in Section 102.01, et. seq. of the Ohio Revised Code.

Conflicts of Interest

A conflict of interest can be related to your individual interests, the interests of a relative or friend,

or the interests of a company where you are an employee, owner or officer. Board and commission members can avoid conflict of interest issues by being aware of statutory restrictions, adhering to such restrictions, using good judgment and being fair in decision-making.

No one may be a board or commission member and do business with the City at the same time without a waiver request first being granted by City Council. City Council will review the request and decide if a waiver is warranted.

Public Records

Public records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software or other material, regardless of the physical form, characteristics or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business of the City. Email messages regarding official business sent from a personal computer are also subject to public records laws.

Gifts

A board or commission member is prohibited from soliciting or accepting anything of value, such as a gift, loan, reward, promise of future employment, favor or service, that is based on an understanding that the member's vote, official action or judgment would be influenced by such thing of value.

VI. INDEMNIFICATION AND INSURANCE

City officials, including board and commission members, are covered by the City insurance policies in the performance of their official duties on behalf of the City.

VII. PENALTIES

Possible consequences for violation of the Ohio Sunshine Laws, conflict of interest, gift, and public records laws include:

1. Criminal penalties for a "knowing" violation;
2. Fines;
3. Removal from office; and
4. The undoing of board or committee actions.

VIII. REMOVAL OF BOARD OR COMMISSION MEMBER

City Council may remove any member of a board or commission for lack of qualifications, incompetency, misconduct or neglect of duty.

IX. ADDITIONAL INFORMATION

The information contained in this handbook is just a general summary. You are strongly advised and encouraged to review and familiarize yourself with more detailed information about your responsibilities. Some of that information is available at:

Sunshine Laws: <https://www.ohioattorneygeneral.gov/Legal/Sunshine-Laws>

Conducting a Meeting:

https://www.ohioauditor.gov/trainings/docs/2018/Roberts_Rules_of_Order.pdf

Ethics: <https://ethics.ohio.gov/education/>



**BOARDS & COMMISSIONS
HANDBOOK
APPENDIX**



BOARD OR COMMISSION MEMBERSHIP APPLICATION

To serve, you must be a registered voter and a citizen of the City of New Carlisle.

Name: _____ Date: _____

Home Address: _____

Phone: _____ Email: _____

Board or Commission of interest: _____

Why do you wish to serve on this Board or Commission?

Please return this application to the City Building, located at 331 S. Church St., or submit online to general@newcarlisleohio.gov



**BOARD OR COMMISSION
MEMBER ACCEPTANCE AND
OATH OF OFFICE**

I have fully read the City of New Carlisle Boards & Commissions Handbook provided to me and pledge to carry out the responsibilities of my position in a trustworthy and diligent manner and in accordance with the New Carlisle Code of Ethics as outlined in the City of New Carlisle Boards & Commissions Handbook.

I hereby accept the position as a member of the _____ in the City of New Carlisle to which I have been appointed by the New Carlisle City Council.

(Signed)

(Printed Name) (Title)

OATH OF OFFICE

I, _____, do solemnly swear or affirm to support the Constitution of the United States, the Constitution of the State of Ohio, the Charter, and all ordinances of the City of New Carlisle and that I will faithfully, honestly, and impartially discharge the duties of my office to the best of my abilities, so help me God.

(Signed)

(Printed Name) (Title)

SWORN AND SUBSCRIBED TO THIS _____ DAY OF _____, 20_____.

BEFORE _____

(Signed)

(Printed Name) (Title)

Code of Ethics for Members of the New Carlisle City Council, Boards, and Commissions

Preamble

This code outlines the ethical standards expected of members of the New Carlisle City Council, and boards and commissions to ensure accountability, transparency and public confidence in governance. As a member entrusted with the public interest, I agree to adhere to the following principles:

Act in the Public Interest

I shall prioritize the public interest of the people of New Carlisle over any private or personal interests. Fair and equal treatment of all persons, claims and transactions before City Council, and boards and commissions shall be assured.

Compliance with the Law

I shall comply with all applicable laws of the United States, State of Ohio and City of New Carlisle in the execution of public duties, including constitutional provisions, city charter, and laws on conflicts of interest, financial disclosures and open government processes.

Conduct

I shall maintain professional and personal conduct above reproach and refrain from abusive behavior, personal attacks or disparagement of fellow members, City Staff or the public.

Respect for Process

I shall adhere to established processes and rules governing public policy deliberations, public involvement and implementation of City Council decisions by City staff.

Conduct of Public Meetings

I shall prepare diligently for meetings, listen attentively to public discussions and focus on agenda items. I shall refrain from interrupting others, making irrelevant comments or disrupting meeting order.

Decision-Making Based on Merit

I shall base decisions on the substantive merits of issues under consideration, devoid of unrelated influences.

Communication

I shall transparently share relevant information received from external sources concerning matters before City Council, or boards and commissions.

Conflict of Interest

I shall avoid using my position for personal gain where I have financial interests or personal relationships that may create a conflict. I shall disclose relevant financial interests and personal relationships and abstain from related deliberations.

Gifts and Favors

I shall not accept gifts, favors or promises that could compromise my judgment or create the appearance that I am compromised.

Confidentiality

I shall respect the confidentiality of City information and refrain from unauthorized disclosure or use of such information for personal gain.

Use of Public Resources

I am prohibited from using public resources, such as City staff time, equipment, supplies or facilities that are not available to the general public, for personal gain or private purposes.

Representation of Private Interests

I shall refrain from advocating for private interests and shall focus on public welfare.

Advocacy

When publicly stating my individual opinions outside of a City Council, or board or commission meeting, I shall clarify that I am not speaking on behalf of City Council, or the board or commission.

Policy Role

I shall respect the division of responsibilities between City Council policy-making and administrative functions, and City staff implementing Council decisions.

Independence of Boards and Commissions

If I am a Council Member, then I shall refrain from exerting undue influence over the deliberations or outcomes of boards and commissions, and respect their independent advisory role.

Positive Workplace Environment

I shall promote a constructive workplace environment for City employees and stakeholders, and refrain from inappropriate direction to City staff.

Implementation

The Code of Ethics shall be integral to candidate orientations, board and commission applications, and new official inductions. I shall annually review and affirm my adherence to these standards.

Compliance and Enforcement

I am responsible for upholding ethical standards and maintaining public trust. Chairs of boards and commissions, along with the mayor, shall address potential violations.

I hereby affirm my commitment to upholding the ethical standards outlined in this Code of Ethics. I recognize the importance of accountability, transparency and maintaining public confidence in governance.

Signed: _____ Date: _____

Please Print:

Member's Name: _____

City Council, Board, or Commission Name: _____

Position/Title: _____

ORDINANCE 2025-09

AN ORDINANCE AUTHORIZING AN AGREEMENT FOR IT AND COMPLIANCE SERVICES

WHEREAS, the City of New Carlisle utilizes information technology (IT) as a means of conducting City business; and

WHEREAS, in recent years, IT security breaches have significantly harmed other municipalities by disrupting services and being costly to remedy; and

WHEREAS, to be proactive against potential security breaches to the City’s IT infrastructure, the City of New Carlisle desires to enter into the attached agreement with the Bridge Group for IT and Compliance services.

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

Section 1: The City Manager is authorized and directed to enter into the attached agreement with the Bridge Group for IT and Compliance services.

Section 2: The yearly amount paid to the Bridge Group for its services shall not exceed \$80,000.

Passed this _____ day of _____, 2025.

Bill Cook, Mayor

Chris Stapleton, Clerk of Council

APPROVED AS TO FORM:

Jake Jeffries, DIRECTOR OF LAW

Introduction and First Reading: 02/18/2025
Second Reading and Action: 03/03/2025
Effective Date of Legislation: 03/18/2025

_____ 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

Master Services Agreement

This Agreement for Professional Services (the "Agreement"), effective _____, is by and between City of New Carlisle, with its principal office at 331 S. Church St., New Carlisle, OH 45344 (hereinafter "Client"), and Hanrahan Enterprises, LLC, dba The Bridge Group, with its principal office at 235 Quick Rd., New Carlisle, OH 45344 (hereinafter the "Company").

WHEREAS, Client finds that the Company is willing to perform certain work hereinafter described in accordance with the provisions of this Agreement; and

WHEREAS, Client finds that the Company is qualified to perform the work, all relevant factors considered, and that such performance will be in furtherance of Client's business.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

1.SERVICES.

1.1 Services to Client. The Company shall provide the following ("Services") to Client:

- IT as a Service (ITaaS)
- Managed Cyber Security
- Network as a Service (NaaS)
- Managed Business Continuity/Disaster Recovery (BC/DR)
- Remote Maintenance & Monitoring Services (RMM)
- Software as a Service (SaaS) Protection/Defense
- Hosted VOIP System (HVS)
- Virtual CIO (vCIO)
- Compliance Reviews
- Miscellaneous Managed Services
- Time & Materials

1.2 Services outlined above apply only to Client's employees, equipment, infrastructure, policies, procedures, and other assets. Should Client request that the Company provide services to one of Client's customers, contractors or any other party, those services will be provided outside the terms of this agreement; therefore, not subject to the pricing, service level and other terms of service outlined in this agreement.

1.3 Special projects, office moves, implementation of new services or software, significant network/system configuration changes and other changes to existing infrastructure that will require more than one hour to complete will be quoted as a special project.

1.4 Service Availability

1.4.1 Normal Office Hours. Company will be open Monday through Friday, 8:30 AM EST to 5:00 PM EST. Service provided outside of these hours will be invoiced at the After Hours Support rate, specified in Addendum A, with approval from the Customer Primary Contact or another Customer Contact authorized to approve After Hours Support.

1.4.2 Service Level Agreement: Company will respond to reactive technical errors, malfunctions, security incidents and employee departures within the following time frames

during normal business hours:

Priority	Response
Critical	1 hour
High	2 hours
Medium	4 hours
Low	6 hours

1.4.3 Company will be closed during major holidays observed by the Company. Should the observed holiday fall on a Saturday or Sunday, Company will be closed the day before or after the holiday, respectively.

1.4.4 Company may decide to hold staff in-services or trainings which may affect service availability to Client. Notice of such service disruptions will be emailed to Client at least two business days prior to scheduled disruption. Company will still provide support for Critical and High priority issues during scheduled service disruptions, inside of normal office hours.

1.5 Company will provide the following additional services as part of this agreement:

1.5.1 Up to two hours of vCIO services per month.

2. PAYMENT AND INVOICING TERMS.

2.1 Payment for Services. The Company will invoice and be paid in accordance to the pricing schedule in Addendum A included with this agreement.

2.2 Other Costs. The Company will charge the Client for costs not associated with the services outlined in section 1 of the contract. Services requested that are not listed under section one will be quoted and that quote approved before the additional services requested are actioned on.

2.3 Invoicing.

2.3.1 Invoices will submitted weekly by the Company for payment by Client. Payment is due upon receipt and is past due fifteen (15) business days from receipt of invoice. If Client has any valid reason for disputing any portion of an invoice, Client will so notify the Company within ten (10) calendar days of receipt of invoice by Client, and if no such notification is given, the invoice will be deemed valid. The portion of the Company's invoice that is not in dispute shall be paid in accordance with the procedures set forth herein.

2.3.2 Changes in the quantity of services provided will be prorated and may be invoiced immediately upon execution of the order to increase the quantity of the specified service.

2.3.3 Payment for equipment over \$500 may be required at time of purchase by credit card, ACH, cash or check.

2.4 Past Due Accounts.

2.4.1 A finance charge of 1.5% per month on the unpaid amount of an invoice, or the maximum amount allowed by law, will be charged on past due accounts. Payments by Client

will thereafter be applied first to accrued interest and then to the principal unpaid balance. If payment of invoices is not current, the Company may suspend performing further work.

2.4.2 At any point the Client's account is over 30 days past due, the Company reserves the right to limit support, configuration and project services provided to the Client while the account is delinquent.

2.4.3 At any point the Client's account is over 60 days past due, the Company reserves the right to disable any services being provided to the Client while the account is delinquent.

2.4.4 Client can, at any time, request a payment plan for past due balances. Company will, in good faith, work with Client to enter into a mutually agreed upon written payment plan. If payments are being made per the agreed upon payment plan, Company will not limit, disable, or otherwise suspend services to Client.

2.5 Taxes. All amounts payable pursuant to this Agreement are exclusive of taxes. Accordingly, there will be added to any such amount payable by Client the monetary sum equal to any and all current and future applicable taxes, however designated, incurred as a result of or otherwise in connection with this Agreement or the Services, including without limitation state and local privilege, excise, sales, services, withholding, and use taxes and any taxes or other amounts in lieu thereof paid or payable by Client (other than taxes based on the Company's net income). If Client does not pay such taxes, the Company may make such payments and Client will reimburse the Company for those payments. Client will hold the Company harmless for any payments made by Client pursuant to this Section 2.5.

2.6 Currency. Company will submit invoices to Client in US Dollars. Client will submit payment to Company in US Dollars.

3. CHANGES.

Client may, with the approval of the Company, issue written directions within the general scope of any Services to be ordered. Such changes (the "Change Order") may be for additional work or the Company may be directed to change the direction of the work covered by the Task Order, but no change will be allowed unless agreed to by the Company in writing.

4. STANDARD OF CARE.

The Company warrants that services shall be performed by personnel possessing competency consistent with applicable industry standards. No other representation, express or implied, and no warranty or guarantee are included or intended in this Agreement, or in any report, opinion, work product, document or otherwise. Furthermore, no guarantee is made as to the efficacy or value of any services performed or software developed. THIS SECTION SETS FORTH THE ONLY WARRANTIES PROVIDED BY THE COMPANY CONCERNING THE SERVICES AND RELATED WORK PRODUCT. THIS WARRANTY IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, TITLE OR OTHERWISE.

5. MISCELLANEOUS

5.1 Insecurity and Adequate Assurances. If reasonable grounds for insecurity arise with respect to Client's ability to pay for the Services in a timely fashion, the Company may demand in writing

adequate assurances of Client's ability to meet its payment obligations under this Agreement. Unless Client provides the assurances in a reasonable time and manner acceptable to the Company, in addition to any other rights and remedies available, Company may partially or totally suspend its performance while awaiting assurances, without any liability.

5.2 Severability. Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. Any provision shall nevertheless remain in full force and effect in all other circumstances.

5.3 Modification and Waiver. Waiver of breach of this Agreement by either party shall not be considered a waiver of any other subsequent breach.

5.4 Independent Contractor. The Company is an independent contractor of Client.

5.5 Notices. Client shall give the Company written notice within one hundred eighty (180) days of obtaining knowledge of the occurrence of any claim or cause of action which Client believes that it has, or may seek to assert or allege, against the Company, whether such claim is based in law or equity, arising under or related to this Agreement or to the transactions contemplated hereby, or any act or omission to act by the Company with respect hereto. If Client fails to give such notice to the Company with regard to any such claim or cause of action and shall not have brought legal action for such claim or cause of action within said time period, Client shall be deemed to have waived, and shall be forever barred from bringing or asserting such claim or cause of action in any suit, action or proceeding in any court or before any governmental agency or authority or any arbitrator. All notices or other communications hereunder shall be in writing, sent by courier or the fastest possible means, provided that recipient receives a manually signed copy and the transmission method is scheduled to deliver within 48 hours, and shall be deemed given when delivered to the address specified below or such other address as may be specified in a written notice in accordance with this Section.

If to the Company:

The Bridge Group
Attn: Jason Hanrahan
PO Box 62
New Carlisle, OH 45344
Jason.hanrahan@bridge-group.org

If to Client:

City of New Carlisle
Attn: Howie Kitko
331 S. Church St.
New Carlisle, OH 45344
hkitko@newcarlisleohio.gov

Any party may, by notice given in accordance with this Section to the other parties, designate another address or person or entity for receipt of notices hereunder.

5.6 Assignment. The Agreement is not assignable or transferable by Client. This Agreement is not assignable or transferable by the Company without the written consent of Client, which consent shall not be unreasonably withheld or delayed.

5.7 Disputes. The Company and Client recognize that disputes arising under this Agreement are best resolved at the working level by the parties directly involved. Both parties are encouraged to be imaginative in designing mechanism and procedures to resolve disputes at this level. Such efforts shall include the referral of any remaining issues in dispute to higher authority within each participating party's organization for resolution. Failing resolution of conflicts at the organizational level, the Company and Client agree that any remaining conflicts arising out of or relating to this Contract shall be submitted to nonbinding mediation unless the Company and Client mutually agree otherwise. If the dispute is not resolved through non-binding mediation, then the parties may take other appropriate action subject to the other terms of this Agreement.

5.8 Section Headings. Title and headings of sections of this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

5.9 Representations; Counterparts. Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. This Agreement may be executed (by original or telecopied signature) in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

5.10 Residuals. Nothing in this Agreement or elsewhere will prohibit or limit the Company's ownership and use of ideas, concepts, know-how, methods, models, data, techniques, skill knowledge and experience that were used, developed or gained in connection with this Agreement.

5.11 Non solicitation of Employees. During and for one (1) year after the term of this Agreement, Client will not solicit the employment of, or employ the Company's personnel, without the Company's prior written consent.

5.12 Cooperation. Client will cooperate with the Company in taking actions and executing documents, as appropriate, to achieve the objectives of this Agreement. Client agrees that the Company's performance is dependent on Client's timely and effective cooperation with the Company. Accordingly, Client acknowledges that any delay by Client may result in the Company being released from an obligation or scheduled deadline or in Client having to pay extra fees for the Company's agreement to meet a specific obligation or deadline despite the delay.

5.13 Governing Law and Construction. This Agreement will be governed by and construed in accordance with the laws of Ohio, without regard to the principles of conflicts of law. The language of this Agreement shall be deemed to be the result of negotiation among the parties and shall not be construed strictly for or against any party.

5.14 Arbitration. Any controversy, dispute or claim arising out of or related to this Agreement or breach of this Agreement shall be settled solely by confidential binding arbitration by a single arbitrator in accordance with the commercial arbitration rules of JAMS in effect at the time the arbitration commences. The award of the arbitrator shall be final and binding. The arbitration shall be held in New Carlisle, Ohio.

5.15 Entire Agreement; Survival. This Agreement, including any Exhibits, states the entire Agreement between the parties and supersedes all previous contracts, proposals, oral or written, and all other communications between the parties respecting the subject matter hereof, and supersedes any and all prior understandings, representations, warranties, agreements or contracts (whether oral or written) between Client and the Company respecting the subject matter hereof. This Agreement may only be amended by an agreement in writing executed by the parties hereto.

5.16 Force Majeure. The Company shall not be responsible for delays or failures (including any delay by the Company to make progress in the prosecution of any Services) if such delay arises out of causes beyond its control. Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargoes, earthquakes, electrical outages, communications failures, and severe weather, and acts or omissions of subcontractors or third parties.

5.17 Use By Third Parties. Work performed by the Company pursuant to this Agreement is only for the purpose intended and may be misleading if used in another context. Client agrees not to use any documents produced under this Agreement for anything other than the intended purpose without the Company's written permission. This Agreement shall, therefore, not create any rights or benefits to parties other than to Client and the Company.

5.18 Hold Harmless. Client will hold the Company and its employees and agents harmless, to the fullest extent possible, against any loss, liability, damage, settlement, cost, expenses or other obligation, including without limitation reasonable attorney fees and defense costs, incurred by Client or its employees or agents that result from any negative security event, breach, system downtime or other negative effect proximately caused by Client failing to implement security protocols, policies, system upgrades or software updates as recommended by Company.

5.19 Non-Discrimination. Company agrees that in the hiring of employees for the performance of work under the contract or in any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, sexual identity, gender identity, gender expression, disability, or military status as defined in section 4112.01 of the Ohio Revised Code, national origin or ancestry, shall discriminate against any citizen of the State of Ohio in the employment of a person qualified and able to perform the work to which the agreement relates; and

Company agrees that no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the agreement on account of race, color, religion, sex, age, sexual identity, gender identity, gender expression, disability, or military status as defined in section 4112.01 of the Ohio Revised Code, national origin, or ancestry.

By signing this Agreement, both parties certify that they are currently in compliance with and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code Sections 102.03 and 102.04.

Both parties agree that in the performance of this agreement there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or any other factor specified in the Civil Rights Act of 1964 and subsequent amendments. Also included is the Americans with Disabilities Act. It is further agreed that both parties will fully comply with all applicable Federal

and State laws regarding such discrimination and the right to and method of appeal will be made available to all persons served pursuant to the terms of this agreement.

5.20 Previous Agreements. This agreement supersedes all previous agreements between the Client and the Company.

5.21 Term of Agreement. This agreement shall remain in place twelve calendar months from its effective date. The Client and the Company can decide to renew the agreement at any time during its term. Client's intent to not renew should be delivered to the company 60 days prior to their anticipated termination date of the agreement. If notification to not renew is not received by company within 60 days prior to the requested termination date, the contract remains in effect until 60 days after the notification not to renew is received by the company. Any termination fees associated with the early termination of this agreement are specified in addendum A.

5.22 Insurance. Company agrees to obtain liability insurance and provide Client with the written declaration page as proof of, and maintain for the duration of this agreement, insurance not less than \$1,000,000.00 against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work under this agreement by Company, its agents, representatives, or employees.

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

Date: _____

Client

By: _____

Title: _____

Signature: _____

Approved as to form: _____
Jake Jeffries, Law Director

Company

By: _____

Title: _____

Signature: _____

Addendum A – Pricing and Termination Details

Initials: _____

City of New Carlisle

A.1: Monthly Costs

Service/Item	Unit Rate	Minimum
ITaaS Workstation/Server (Windows Based)	\$32.39	40
Managed Security Service	\$12.50	40
Remote Maintenance & Monitoring	\$15.80	20
Tablet Monitoring	\$9.18	20
Managed Router (onboard Wifi)	\$109.96	1
Managed Router (no onboard Wifi)	\$96.90	8
Wireless Access Point	\$12.24	8
Managed Network Switch	\$14.36	1
SaaS Protection	\$3.98	40
Domain/Webhosting	\$76.50	1
Hosted VOIP System (16 simultaneous calls)	\$407.98	1
Standard VOIP Extension	\$5.87	20
Microsoft 365 Licenses	<i>See MS Pricing</i>	

A.2: Compliance Services

Standard	Frequency	Rate per Review
NIST CSF Audit	Per Request	\$2,974.00
Cyber Security Insurance Audit	Per Request	\$1,535.50

A.3 Time & Materials Rates

Service	Unit Plan	Remote		Onsite	
		Hourly Rate	Minimum	Hourly Rate	Minimum
After Hours Support	Per Hour	\$200.00	One Hour	\$300.00	Two Hours

A.4: Miscellaneous Charges

Charge	Rate
Trip Charge (1-30 Minutes)	\$50.00 per trip
Trip Charge (31-60 Minutes)	\$80.00 per trip
Trip Charge (61 – 90 Minutes)	\$110.00 per trip
Trip Charge (91+ Minutes)	<i>Quoted</i>
No-Show Service Call (Onsite)	\$150.00 per instance
No-Show Service Call (Remote)	\$25.00 per instance

A.5 Early Termination Fees

If Client wishes to terminate the agreement before the end of its term, as specified in section 5.21, the Client will be responsible for paying the Company 40% of the remaining monthly service charges to the end of the agreement's term. Monthly charges will be calculated based on the usage and quantities at the time of termination.

A.6 Maximum Annual Amount

Unless otherwise agreed and notwithstanding anything contained herein to the contrary, Client's total obligation per year for Company's services and fees under this Agreement shall not exceed Eighty Thousand and xx/100 Dollars (\$80,000.00).

ORDINANCE 2025-10

AN ORDINANCE AUTHORIZING AN AGREEMENT WITH THE OHIO ATTORNEY GENERAL FOR THE COLLECTION OF DELINQUENT DEBT

WHEREAS, Section 131.02 of the Ohio Revised Code permits the City to enter into an agreement with the Ohio Attorney General for the collection of certain debts; and

WHEREAS, on March 6, 2023, City Council passed Ordinance 2023-18, which authorized an agreement with the Ohio Attorney General for the collection of delinquent income tax debt owed to the City; and

WHEREAS, some delinquent Mayor’s Court fines and costs owed to the City are permitted to be added to the agreement with the Ohio Attorney General; and

WHEREAS, utilization of the Ohio Attorney General’s office for the collection of both delinquent income tax debt and Mayor’s Court fines and costs would enhance the City’s collection efforts and provide significant cost savings to the City; and

WHEREAS, pursuant to the terms of the proposed agreement, the Ohio Attorney General’s collection fees and costs are to be paid from the delinquent debt collected by the Ohio Attorney General.

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

SECTION 1. The City Manager is authorized and directed to enter into the attached agreement with the Ohio Attorney General for the collection of delinquent income tax debt and Mayor’s Court fines and costs.

Passed this _____ day of _____, 2025.

Bill Cook, Mayor

Chris Stapleton, Clerk of Council

APPROVED AS TO FORM:

Jake Jeffries, DIRECTOR OF LAW

Introduction and First Reading: 02/18/2025
Second Reading and Action: 03/03/2025
Effective Date of Legislation: 03/18/2025

_____ 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



**DELINQUENT DEBT COLLECTION AGREEMENT
BETWEEN THE
OHIO ATTORNEY GENERAL
AND
CITY OF NEW CARLISLE**

I. PARTIES

1.1. THIS DELINQUENT DEBT COLLECTION AGREEMENT (this “Agreement”) is between the Ohio Attorney General (hereinafter “Attorney General”) and City of New Carlisle (“Political Subdivision”), collectively referenced herein as the “Parties.”

II. PURPOSE

2.1. The Political Subdivision has requested that the Attorney General undertake, and the Attorney General agrees to undertake, the collection of delinquent debt owed to the Political Subdivision, pursuant to Ohio Revised Code (“O.R.C.”) § 131.02. This Agreement sets forth the rights, duties and obligations of the Parties and the amounts to be charged, collected and allocated between the Political Subdivision and Attorney General. This Agreement will become effective in ten business days once fully executed (“Effective Date”).

III. CERTIFICATION OF DEBT

3.1. The Parties agree that this Agreement shall apply to amounts owed to Political Subdivision that meet the criteria specified on the attached Exhibit “A” (hereinafter the “Debt”). The Parties may, from time to time, change the categories of debt to be certified to the Attorney General by amending Exhibit “A” pursuant to the discretion of the Section Chief of the Collections Enforcement Section of the Attorney General and of the Political Subdivision. Such changes to the categories of debt identified on Exhibit “A” shall not be construed as an amendment or termination of this Agreement.

3.2. Political Subdivision hereby warrants that all Debts certified to the Attorney General for collection pursuant to this Agreement are or will be legally due and owing to Political Subdivision at the time of certification.

3.3. Political Subdivision hereby warrants that it has complied or will comply with all conditions precedent to the legality of certifying the Debt for collection prior to certifying the Debt to Attorney General pursuant to this Agreement.

3.4. Political Subdivision hereby warrants that it has obtained the approval of any person or entity whose approval is required as a condition to entering into this Agreement. True and correct copies of any such approvals shall be attached hereto as Exhibit "B."

3.5. Political Subdivision shall identify and itemize the amounts owed in any bills or mailings issued to the debtors prior to certifying the Debt pursuant to this Agreement. Such itemization shall separately identify penalties, fees, costs and interest, if any, added to the principal balance of the amounts owed. For all Debt certified under this Agreement, Political Subdivision shall maintain account records documenting the principal balance of the amounts owed, as well as any penalties, fees, costs and interest, from the date such debt becomes due and owing to Political Subdivision until the debt is paid in full, resolved or written off as specified herein.

3.5.1 In regards to income tax Debt, Political Subdivision hereby warrants that procedures outlined in R.C. 718.18 were complied with, and that notice to such income tax debtors was provided by certified mail. Within this notice, there must be an indication that this debt will be referred for collection by federal and state tax refund offset.

3.6. Political Subdivision shall make all account records related to the Debt fully available to specified Attorney General personnel in order for the Attorney General to actively identify and pursue collection activities. Political Subdivision shall retain account records related to the Debt so long as the Debt remains outstanding, or until the Debt is resolved or written off as specified herein.

3.7. Political Subdivision agrees and shall forward all payments received on certified Debt to the Attorney General. In the event that Political Subdivision accepts a debtor's payment on Debt certified to the Attorney General, Political Subdivision agrees to promptly notify the Attorney General of the details of the payment, including date, amount, remitter, check or instrument number and forward the payment to the Attorney General.

3.8. In the event that any debtor owing Debt certified to the Attorney General files bankruptcy or other insolvency proceeding, Political Subdivision shall immediately notify the Attorney General of such filing. The Attorney General may cease all collection efforts with regard to such Debt. Political Subdivision remains exclusively and solely responsible for protecting its interest in bankruptcy & other insolvency proceedings. Upon notice that Debt certified to the Attorney General is subject to bankruptcy or other insolvency proceeding, the Attorney General may close the affected accounts and such accounts shall no longer be considered to be certified to the Attorney General. Other insolvency proceeding may include but is not limited to receivership or foreclosure.

IV. ALLOCATION OF FEES AND COLLECTION COSTS

4.1 The client may choose for each account certified to the Attorney General to bear interest (hereinafter "AGI") at the annual rate established by the Tax Commissioner under O.R.C. § 5703.47. Upon recovery AGI is paid to Political Subdivision, not to Attorney General. AGI may be waived, either by Political Subdivision or the Attorney General. Political Subdivision also has discretion to request that AGI not be assessed as an additional obligation of debtors. If this request is indicated, the cost of AGI will not be added to the Debt. The AGI is in place of any separate accruing interest of the Political Subdivision on the Debt once certified to the Attorney General.

4.2 Pursuant to O.R.C. § 131.02, the Attorney General is authorized to deduct the

Attorney General's collection cost from all amounts collected, calculated upon all certified amounts recovered, plus interest and fees accruing from the date of certification to Attorney General. Attorney General collection costs may be waived, either by the Attorney General or jointly by the Political Subdivision and the Attorney General. The Parties agree that the Attorney General will pass all Attorney General collection costs on to the debtor as an additional obligation of debtor. The Attorney General collection cost is 10% pursuant to O.R.C. § 109.08.

4.3 The Attorney General may also hire third party vendors to collect claims for Political Subdivision and to pay such third party vendors for their services ("TPV Fees") from funds collected by them. The Attorney General will assign debt to TPVs in accordance with an established assignment strategy. TPV fees shall be paid at rates set by the Attorney General. The Parties agree that the Attorney General will pass all TPV Fees on to debtors as an additional obligation of the debtors.

4.4 The Attorney General may appoint special counsel to collect claims for Political Subdivision and to pay such special counsel for their services ("Special Counsel Fees") from funds collected by them. The Attorney General will assign Debt to Special Counsel in accordance with an established assignment strategy. Special Counsel Fees shall be paid at rates set by the Attorney General. The Parties agree that the Attorney General will pass all Special Counsel Fees on to debtors as an additional obligation of the debtors.

4.5 Political Subdivision may execute a different Service Level Agreement for each category of debt certified pursuant to this Agreement, and each Service Level Agreement shall be attached as additional pages of Exhibit "C."

4.6 Political Subdivision may change or terminate the Service Level Agreement(s) attached hereto as Exhibit "C" upon appropriate written notice as specified therein, and any change or termination of the Service Level Agreement(s) shall not be construed as an amendment or termination of this Agreement.

V. DISBURSEMENT PROCESS/PAYMENT OF COLLECTION COSTS

5.1 On a weekly basis the Attorney General shall disburse to the Political Subdivision the full amounts collected on the Debt minus any applicable collection costs or fees as outlined herein. The Political Subdivision and Attorney General shall have the authority to settle or compromise any account in the Debt which is agreed upon by the Political Subdivision and Attorney General as payment in full based on the best interests of the Parties. At the time of the Attorney General's disbursement to the Political Subdivision, the Political Subdivision will receive the amount collected minus the Attorney General's collection costs and any applicable TPV Fees or Special Counsel Fees pursuant to this Agreement.

5.2 The Parties agree that court cases and judgment liens shall not be dismissed or deemed satisfied without the Political Subdivision's consent that all the fees have been paid by the debtor liable for costs under the court case and/or judgment lien.

5.3 Disbursements to the Political Subdivision of amounts due hereunder may be made via state check or by Automated Clearing House ("ACH") deposit, at the Attorney General's discretion. Political Subdivision acknowledges that the Attorney General prefers to remit all payments by ACH deposit, and Political Subdivision agrees to execute an ACH payment authorization in accordance with the form attached hereto as Exhibit "D" within thirty (30) days after the Effective Date of this Agreement.

VI. CERTIFICATION AND CANCELLATION OF DEBT

6.1. Political Subdivision will certify only Debt to the Attorney General which is past due and final, in accordance with O.R.C. § 131.02(A). O.R.C. § 131.02 provides that the Attorney General and Political Subdivision may determine an appropriate time beyond the regular 45-day requirement to certify delinquent debt. Such exceptions may be made as the Attorney General and the Political Subdivision mutually agree are appropriate.

6.2. The Parties acknowledge and agree that O.R.C. §131.02 empowers the Attorney General to, with the consent of the chief officer of an entity reporting a debt, cancel the debt or cause the same to be canceled. O.R.C. § 131.02(F)(2) provides a general statute of limitations of forty (40) years from the date of certification to collect claims. O.R.C. § 131.02(F)(1) allows the Attorney General to cancel uncollectible claims earlier, with the approval of the Political Subdivision. Political Subdivision may execute the Service Level Agreement attached hereto as Exhibit "C" to designate the preference of Political Subdivision. If no preference is indicated, the write off period will be ten (10) years after the date of certification. Exceptions revising the write off period for specified claims or categories of debt may be agreed to by the Attorney General and the Political Subdivision as amendments to the Service Level Agreement, and such amendments shall not be construed as an amendment or termination of this Agreement.

VII. CONFIDENTIALITY

7.1. Any confidential debtor information made available to Attorney General in the course of performance of this Agreement shall be used only for the purpose of carrying out the provisions of this Agreement pursuant to the Attorney General's statutory obligations. Additionally, the Attorney General shall not sell any debtor information to any third parties.

VIII. LIABILITY

8.1. Each Party shall be responsible for its own acts and omissions and those of its officers, employees and agents.

IX. CHOICE OF LAW

9.1. This Agreement is made and entered into in the State of Ohio and shall be governed and construed in accordance with the laws of Ohio. Any legal action or proceeding related to this Agreement shall be brought in Franklin County, Ohio, and the Parties irrevocably consent to jurisdiction and venue in Franklin County, Ohio.

X. COMPLIANCE WITH LAW

10.1. The Parties, in the execution of their respective duties and obligations under this Agreement, agree to comply with all applicable federal, Ohio and local laws, rules, regulations and ordinances.

XI. RELATIONSHIP OF THE PARTIES

11.1. It is fully understood and agreed that a Party's personnel shall not at any time, or for any purpose, be considered as agents, servants, or employees of the other Party.

11.2. Except as expressly provided herein, neither Party shall have the right to bind or obligate the other Party in any manner without the other Party's prior written consent.

XII. MODIFICATION

12.1. This Agreement constitutes the entire agreement between the Parties, and any changes or modifications to this Agreement shall be made and agreed to by the Parties in writing.

XIII. TERMINATION/EXPIRATION

13.1. Either party may terminate this Agreement for any reason by giving written notice, at least forty-five (45) days in advance of the date of termination, to the other Party via e-mail, facsimile transmission, mail, certified mail or personal delivery to the other Party's signatory to this Agreement.

13.2. If there is pending litigation in connection with any Debt, termination shall not be effective until the Attorney General terminates the legal representation in the litigation matter. The Attorney General shall be compensated for Debt collected and received prior to termination. The Parties agree to cooperate so as to effectuate a speedy and efficient transfer of the work to Political Subdivision.

XIV. SIGNATURES

14.1. The Parties may submit their signatures to the Agreement in counterparts, which taken together will constitute a valid enforceable Agreement. Facsimile or copied signatures shall be considered valid and enforceable.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed, as of the day and year last written below.

ACCEPTED AND APPROVED:

CITY OF NEW CARLISLE

Date

OHIO ATTORNEY GENERAL
DAVE YOST

By:

Lucas Ward
Section Chief

Date

**DELINQUENT DEBT COLLECTION AGREEMENT
BETWEEN THE
OHIO ATTORNEY GENERAL
AND
CITY OF NEW CARLISLE**

EXHIBIT "A"

The Parties agree that the following categories of debt may be certified to the Attorney General. All debt must be final.

Examples of Categories of Debt to be certified:

- (a) Statutory fees as assessed by a Political Subdivision;
- (b) Civil court costs; and
- (c) Criminal court costs so long as the defendant is not incarcerated on the date the debt is certified.
- (d) Debt must be declared final with no chance of appeal or no future changes to the amount of the debt sent to the Attorney General for collection purposes.
- (e) Debt from a school system must be as a result of a contractual agreement.
- (f) Debt must be less than 10 years old.
- (g) Debt must be over \$100 per debtor.

Examples of Categories of Debt NOT to be certified:

- (a) Debt that has a small balance.
- (b) Debt that is against a juvenile.
- (c) Debt against a presently incarcerated individual.
- (d) Debt that is involved in a bankruptcy, rental or foreclosure action.
- (e) Debt from any type of utility.
- (f) Debt resulting from code enforcement violations.
- (g) Debt that results from a red light camera violation/citation.

PLEASE NOTE: THE ATTORNEY GENERAL'S OFFICE RESERVES THE RIGHT TO DECLINE ACCEPTANCE OF ACCOUNTS BASED ON QUANTITY, VALUE, OR DEBT TYPE. ADDITIONALLY, THE AGO RESERVES THE RIGHT TO CHANGE WHAT DEBTS MAY BE ACCEPTED AT ANY TIME.

**PLEASE LIST THE TYPE OF DEBTS YOU WILL BE CERTIFYING TO THE
ATTORNEY GENERAL'S OFFICE:**

Delinquent Municipal Income Taxes

Delinquent Mayor's Court Fines and Costs

**DELINQUENT DEBT COLLECTION AGREEMENT
 BETWEEN THE
 OHIO ATTORNEY GENERAL
 AND
 CITY OF NEW CARLISLE**

EXHIBIT "B"

The Delinquent Debt Collection Agreement Between the Ohio Attorney General and
 City of New Carlisle _____, executed by _____,
 _____, on _____, _____ is hereby ratified and approved.

POLITICAL SUBDIVISION AUTHORITY (I.E. COUNTY COMMISSIONERS, COUNCIL)

 _____ Date

 _____ Date

 _____ Date

POLITICAL SUBDIVISION LEGAL AUTHORITY (I.E. PROSECUTOR, LAW DIRECTOR)

 _____ Date

**DELINQUENT DEBT COLLECTION AGREEMENT
BETWEEN THE
OHIO ATTORNEY GENERAL
AND
CITY OF NEW CARLISLE**

**EXHIBIT "C"
SERVICE LEVEL AGREEMENT**

The following Service Level Agreement is made between the Attorney General of Ohio, Collections Enforcement Section ("AGO") and City of New Carlisle ("CLIENT"), collectively referenced herein as the "Parties". CLIENT authorizes and the Parties to this Service Level Agreement agree to the following **(if no line is checked, the Parties' agreement is indicated by asterisk, which is the default agreement)**:

Attorney General Interest	_____ AGO is granted the authority to add AGI to the
(AGI)	amount owed by the debtor to be paid to the client (see section IV (4.1) of the Debt Collection Agreement.
AGI	<u> X </u> AGO is NOT granted the authority to add AGI to the amount owed by the debtor to be paid to the client.
Write Off Period:	<u> X </u> 10 years* _____ Years (insert number of years less than 10)

Either Party may terminate this Service Level Agreement for any reason by giving written notice, at least forty-five (45) days in advance of the date of termination to the other Party, via e-mail, facsimile transmission, regular U.S. mail, certified mail or personal delivery to the other Party's signatory to this Agreement. Regardless of the termination of this agreement, CLIENT is still legally obligated to certify its outstanding Debt pursuant to the Delinquent Debt Collection Agreement between the Parties, until that Agreement is separately terminated. This Service Level Agreement shall remain and continue in full force and effect unless modified or terminated in writing.

IN WITNESS WHEREOF, the Parties hereto have caused this Service Level Agreement to be executed, as of the day and year last written below.

ACCEPTED AND APPROVED:

CITY OF NEW CARLISLE

_____ ,
Date

OHIO ATTORNEY GENERAL
DAVE YOST

By: _____ ,
Lucas Ward
Section Chief
Date

ORDINANCE 2025-11

AN ORDINANCE ESTABLISHING A MORATORIUM, NOT TO EXCEED TWELVE (12) MONTHS, ON NEW VAPE SHOPS WITHIN THE CITY OF NEW CARLISLE, OHIO

WHEREAS, pursuant to the Ohio Constitution and the Ohio Revised Code, municipalities have the power to enact planning and zoning laws that are for the health, safety, welfare, comfort and peace of the citizens of the municipality, including restricting areas used for business and trade; and

WHEREAS, the City of New Carlisle (“City”) has observed an increase in the volume of businesses that sell electronic smoking devices as defined in Ohio Revised Code Section 2927.02; and

WHEREAS, a business that sells a significant amount of electronic smoking devices is often referred to as a “vape shop”; and

WHEREAS, City Council desires to issue a moratorium for a period of time, not to exceed twelve (12) months from the effective date of this Ordinance, while it undertakes a comprehensive review of the Ordinances of the City, including zoning, building, licensure and other business regulations relating to new vape shops within the City; and

WHEREAS, a moratorium will allow City Council additional time to more fully consider the necessary issues prior to the possible enactment of future legislation; and

WHEREAS, the moratorium will expire automatically after twelve (12) months unless extended for good cause by City Council.

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

SECTION 1. A moratorium on the consideration and/or granting of any zoning, occupancy, building or other permits or applications relating to new vape shops, for a period not to exceed twelve (12) months, is hereby imposed.

SECTION 2. While the moratorium is in effect, no use permit, variance, building permit, business license or other applicable land use entitlement may be approved or issued for the establishment or operation of any new vape shop within the City of New Carlisle.

SECTION 3. For purposes of this Ordinance, the term “vape shop” means any establishment, structure, facility, vehicle, stand or cart that devotes five percent (5%) or more of its floor space or display area to the sale, display, marketing, bartering, trading or exchange of electronic smoking devices. The term “vape shop” shall be broadly and liberally interpreted to carry out the intent of this Ordinance.

Passed this _____ day of March, 2025.

Bill Cook, Mayor

Chris Stapleton, Clerk of Council

APPROVED AS TO FORM:

Jake Jeffries, DIRECTOR OF LAW

Introduction and First Reading: 03/03/2025
Second Reading and Action: 03/17/2025
Effective Date of Legislation: 04/01/2025

_____ 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 2025-12

AN ORDINANCE ESTABLISHING A MORATORIUM ON CANNABIS OPERATIONS WITHIN THE CITY OF NEW CARLISLE, OHIO

WHEREAS, Ohio Revised Code Section 3780.25 authorizes the legislative authority of a municipal corporation to prohibit or limit the number of adult use cannabis operators (i.e., cultivators, dispensaries and processors) within its jurisdiction, and Ohio Revised Code Section 3796.29 authorizes the legislative authority of a municipal corporation to prohibit or limit the number of medical marijuana cultivators, dispensaries and processors within its jurisdiction; and

WHEREAS, for the purposes of this Ordinance, “Cannabis Operations” includes any and all of the following: adult use cannabis operators under Chapter 3780 of the Ohio Revised Code, and medical marijuana cultivators, dispensaries and processors under Chapter 3796 of the Ohio Revised Code; and

WHEREAS, the City does not currently have a zoning classification that specifically addresses Cannabis Operations within the City; and

WHEREAS, pursuant to the Ohio Constitution and the Ohio Revised Code, municipalities have the power to enact planning and zoning laws that are for the health, safety, welfare, comfort and peace of the citizens of the municipality, including restricting areas used for business and trade; and

WHEREAS, City Council desires to study the current planning and zoning ordinances and also the business regulations of the City in order to determine the appropriate location, if any, and regulation of Cannabis Operations if they are to be allowed in the City; and

WHEREAS, a moratorium on Cannabis Operations will allow City Council additional time to more fully consider the necessary issues prior to the possible enactment of future legislation.

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

SECTION 1. A moratorium on the consideration and/or granting of any zoning, occupancy, building or other permits or applications relating to Cannabis Operations, for a period not to exceed twelve (12) months, is hereby imposed.

SECTION 2. While the moratorium is in effect, no use permit, variance, building permit, business license or other applicable land use entitlement may be approved or issued for Cannabis Operations within the City of New Carlisle.

Passed this _____ day of March, 2025.

Bill Cook, Mayor

Chris Stapleton, Clerk of Council

APPROVED AS TO FORM:

Jake Jeffries, DIRECTOR OF LAW

Introduction and First Reading: 03/03/2025
Second Reading and Action: 03/17/2025
Effective Date of Legislation: 04/01/2025

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