



CITY COUNCIL
REGULAR MEETING PACKET
April 7, 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: 03/17/25 Regular Meeting & 03/10/25, 03/11/25, 03/12/25, 3/18/25, and 3/24/25 Special Meetings
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; – 3-Action*)

***A. Ordinance 2025-13 (Introduced on 03/17/25. Public Hearing, and Action Tonight)**

AN ORDINANCE SUPPLEMENTING CERTAIN APPROPRIATIONS CONTAINED IN NEW CARLISLE CITY ORDINANCE 2024-66

***B. Ordinance 2025-14E (Introduction Tonight. Public Hearing, and Action Tonight)**

AN ORDINANCE APPOINTING A NEW CITY MANAGER AND APPROVING AN EMPLOYMENT AGREEMENT WITH THE CITY MANAGER, AND DECLARING AN EMERGENCY

***C. Ordinance 2025-15E (Introduction Tonight. Public Hearing, and Action Tonight)**

AN ORDINANCE AUTHORIZING THE PURCHASE OF A WEMCO GRIT CLASSIFIER (HYDROGRITTER) FOR THE WASTEWATER DEPARTMENT, AND DECLARING AN EMERGENCY

D. Ordinance 2025-16 (Introduction Tonight. Public Hearing, and Action on 04/21/25)

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO PURCHASE A NEW UTILITY TRUCK FOR THE PUBLIC WORKS DEPARTMENT

E. Ordinance 2025-17 (Introduction Tonight. Public Hearing, and Action on 04/21/25)

AN ORDINANCE AUTHORIZING A LEASE FOR GASTINEAU BASEBALL FIELD WITH NEXT LEVEL SPORTS ENTERPRISE LLC

12. OTHER BUSINESS:

○ Additional City Business:

- Community Easter Egg Hunt at Smith Park 4/19/25 1pm
- Sheriff & Council Police Levy 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

Next Regular Council Meeting is Monday, April 21, 2025 @ Heritage Hall in Smith Park. 6:00PM

RECORD OF PROCEEDING

MINUTES: CITY OF NEW CARLISLE, OHIO

WORK SESSION / SPECIAL MEETING @ Heritage Hall on 3/10/25 @ 7:00 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:** Mayor Cook
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 @ 7:01pm Yes: Wright, Lindsey, Eggleston, Cook, Grow, Bahun, Shamy NAY: 0 **Accepted 7-0**
14. **Return to Regular Session:**
Motion to return to regular session
1st: Lindsey 2nd: Shamy @ 8:51pm Yes: Wright, Lindsey, Eggleston, Cook, Grow, Bahun, Shamy NAY: 0 **Accepted 7-0**
Brief discussion between council regarding council members attending meeting, and if issues arise to not allowing members to attend, please ensure to contact the mayor or vice mayor.
15. **Adjournment: 1st Lindsey 2nd Shamy @ 8:54 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 3/11/25 @ 7:00 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:** Councilman Lindsey
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 @ 6:58pm Yes: Wright, Lindsey, Eggleston, Cook, Grow, Bahun, Shamy NAY: 0 **Accepted 7-0**
14. **Return to Regular Session:**
Motion to return to regular session
1st: Lindsey 2nd: Shamy @ 9:03pm Yes: Wright, Lindsey, Eggleston, Cook, Grow, Bahun, Shamy NAY: 0 **Accepted 7-0**
15. **Adjournment: 1st Lindsey 2nd Grow @ 9:03 pm**
YES: Bahun, Shamy, Wright, Lindsey, Eggleston, Cook, Grow 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 3/12/25 @ 7:00 pm

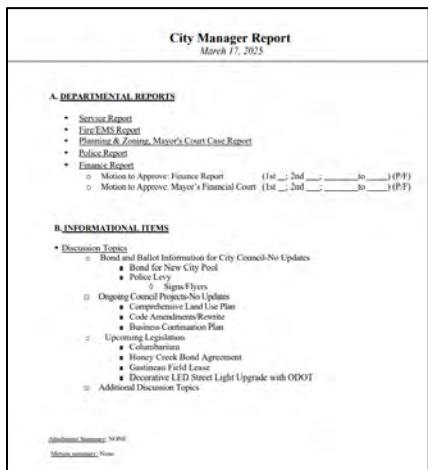
1. **Call to Order:** Mayor Cook calls the meeting to order.
2. **Roll Call:** Stapleton calls the roll – Cook, Grow, Bahun, Shamy, Wright, Lindsey, Eggleston
7 members Present
3. **Invocation:** Mayor Cook
4. **Pledge of Allegiance:** All are welcome to participate
5. **Action on Minutes:** None
6. **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: Eggleston 2nd: Lindsey @ 6:55pm Yes: Eggleston, Cook, Grow, Bahun, Shamy, Wright, Lindsey NAY: 0 **Accepted 7-0**
14. **Return to Regular Session:**
Motion to return to regular session
1st: Lindsey 2nd: Shamy @ 8:51pm Yes: Wright, Lindsey, Eggleston, Cook, Grow, Bahun, Shamy NAY: 0 **Accepted 7-0**
15. **Adjournment: 1st Lindsey 2nd Shamy @ 8:52 pm**
YES: Wright, Lindsey, Eggleston, Cook, Grow, Bahun, Shamy NAY: 0 **Accepted 7-0**

Mayor Bill Cook

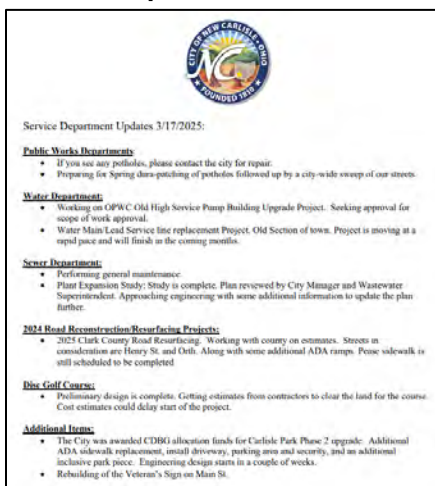
Clerk of Council Christine Stapleton

RECORD OF PROCEEDING
MINUTES: CITY OF NEW CARLISLE, OHIO
REGULAR SESSION MEETING @ Heritage Hall on 3/17/25 @ 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 Regular Session minutes of 3/3/25: 1st: Lindsey, 2nd: Shamy, YES: Wright, Lindsey, Eggleston, Cook, Grow, Bahun, Shamy NAY: 0 **Accepted 7-0**
6. **Communications:** Second Harvest Food Bank – Andy Irick, Executive Director
 - Discussed recent reduction of food distribution in New Carlisle, support is focused on food pantries and soup kitchens. Bethel Church Food Pantry severs approximately 400- 500 per month. Mr. Irick elaborated on a new process beginning in January 2026 to help determine where true needs are. Mr. Irick answered questions from council.
 - Council expressed concerns regarding the short hours at the Bethel Church food pantry, availability being met of citizens of New Carlisle, and the qualifications for the food pantry.
 - Mr. Irick will reach out to Julie Fischer at the Bethel Church food pantry for further discussions.
7. **City Manager’s Report:**



8. **Committee Reports:**



- Mrs. Harris expressed appreciate to Mr. Kitko for all his hard work over these past few months taking on the extra duties of the Intern City Manager.



City of New Carlisle
FIRE DIVISION
115 N. CINCINNATI STREET
New Carlisle, Ohio 45344-9989
Station: (937) 645-6461 Fax: (937) 645-3610

City of New Carlisle
City Council Meeting
03-17-2025
Fire-EMS Report

In the Month of February, the New Carlisle Fire Division responded to 121 EMS call in the city. The Division responded to 5 fire related calls, 7 good intent or service calls & 8 False Alarms and 7 cancelled or no-show.

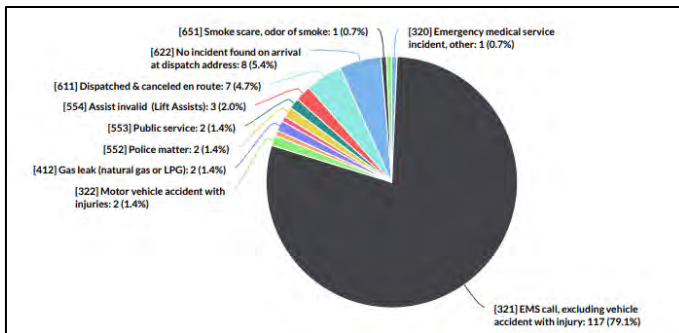
We had 5 EMS calls answered by mutual aid, by Pike Township and 10 by Bethel Clark, and 2 by Elizabeth Township due to medic 52 being on a response.

We answered 1 mutual aid EMS calls for Pike Township and 13 for Bethel Clark. And 4 for Bethel Miami.

Our total run count at time of this report is 313.

We still have FREE smoke alarms for our citizens, just call the station at (937) 654-6461 or stop by the station.

Steven Truay
Fire Chief
City of New Carlisle



Chief Truay – discussed the rough day that the Fire department had on Friday with the local fire. They were the first unit on scene, it was a long day and a very hot fire. Council stated their appreciation to the fire department for their service and hard work. 6 local departments supported.

Planning Department Report
February 2025

Category	Count	Date	Permit Type	Permit Address	Total
Violations	54				
Total Properties Violated	54				
Average Violations Per Property	2.99				
Permitted	6				
Construction	6				
Other	0				
Other	6				
Accessory Structures	6				
Other	0				
Permit Summary					
1060 13 Placement for Collection	10				
1060 03 Insect Combs	1				
1244 11 Zoning Permit Required	1				
1244 11 Zoning Permit Application	1				
1290 20 Outdoor Storage and Display	1				
1290 20 Accessory Buildings	1				
1290 20 Accessory Uses	1				
1290 20 Sign Permit Required	1				
1290 20 Prohibited Signs	1				
1290 20 Sign Permit Application	1				
1290 20 Sign Permit Fees	1				
1290 20 Parking of Disabled Vehicles	1				
1490 20 Structural Soundness and Maintenance of Buildings	2				
1490 20 Exterior Property and Structures Exterior, Residential	1				
1490 20 Exterior Maintenance	1				
1490 20-02 Yards, Tall Grass & Weeds	1				
1490 20-01 Storage	1				
1490 20-03 Residential, Residential	1				
1490 20 Accessory Structures	1				
1490 20-03 Parking on Private Property	2				

No Comments

CITY OF NEW CARLISLE MAYOR'S COURT

Court Report February 12, 2025

Cole, Ira K of New Carlisle pled guilty to Operating Motor vehicle without valid license and Expired Registration. Defendant valid now. Fined court cost only. Payment arrangements made.

Davidson, Jesse of MeWay previously pled to Driving under Suspension charges (4 cases). Defendant appeared after posting bond on an active bench warrant. Defendant to appear at next court.

Fritz, Joseph C of New Carlisle previously pled no contest to Non-Compliance Suspension. The defendant appeared to discuss case with Magistrate.

Hertz, Ronnie of Troy pled guilty to Assured Clear Distance. Fined court cost only. Payment arrangements.

Ruehle, Austin W of New Carlisle pled no contest Starting/Backing. Fined \$30 plus court cost. Payment arrangements made.

Silva, Lucas of Dayton pled guilty to Physical Control (arrested from OVI by Prosecutor). Fined \$500 plus court cost. Six months' probation and 30 days in jail. Jail time and \$250 of fine suspended. Case paid in full. ALS Court Suspension was suspended.

PAID THROUGH VIOLATION BUREAU

Giles, Kyle of New Carlisle, Traffic Control Device, \$150

CITY OF NEW CARLISLE MAYOR'S COURT

Court Report February 26, 2025

Avaret, Daniel of Nashville pled guilty to Operating without a valid license and obey traffic control device. Fined \$140 plus court cost.

Arroyo, Jenaro of New Carlisle pled guilty to Operating a Motor Vehicle without a license. Fined \$500 plus court cost. If defendant provides this court with proof of valid license within 60 days (4/26/25) then \$400 will be suspended.


Flora, Carrie B of Saint Paris pled guilty to Following Too Close. Fined court cost only.

Ledford, Sammie of New Carlisle pled guilty to Non-Compliance Suspension. Fined \$500 plus court cost. If defendant provides this court with proof of valid license within 180 days then \$300 will be suspended. Payment arrangements made.

Neriani, Sarah C of New Carlisle previously pled to Driving under 17 pt suspension and speed. Defendant returned to Court to discuss payment arrangements. Made a payment or appear at Court. Warrant recalled.

No Comment

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



Patrol Division:
The New Carlisle Deputies were dispatched to 194 calls for service during the month of February.

Calls Taken: 194
Reports: 60
Assists: 35
Criminal Arrest: 12
Felony Arrest: 3
Misdemeanor Arrest: 7
Warrants: 2
Traffic Stops: 76

Traffic Warnings: 54
Moving Citations: 22
Business checks: 890
Code Enforcement Follow-ups: 10
Traffic Crashes: 4
Parking Citations: 0

Note:

Respectfully,
Ronnie E. Lemen
Sgt. Ronnie E. Lemen

NEW CARLISLE	CALLS	ASSISTS	REPORTS	TRAFFIC STOP CITATIONS	WARNINGS	ARREST	CODE ENF	BUSINESS CHE CRASH	PARKING CIT
February									
Dep. Bowers	54	15	12	18	2	16	2	10	203
Dep. Arnold	48	9	8	9	1	8	2	0	104
Dep. O'Brien	92	21	10	11	2	9	7	0	302
Dep. Solenberger	31	13	2	24	5	19	1	0	256
Dep. Schutte	45	2	3	14	12	2	0	0	25
Total	194	60	35	76	22	54	12	10	890

No Comments

COUNCIL FINANCIAL REPORT SUMMARY - FEBRUARY 2025

Estimated Revenue \$ 7,481,330.00	2024 Original Budget \$ 8,867,122.00
Amended Est. Resources \$ 7,412,041.00	1st Q. Supplemental \$ 2,412,041.00
Amended Est. Resources \$ 801,595.68	2nd Q. Supplemental \$ -
Amended Est. Resources \$ -	3rd Q. Supplemental \$ -
Amended Est. Resources \$ -	4th Q. Supplemental \$ -
FOR FUNDS FROM GF FOR GRANT	FOR FUNDS AVAILABLE FOR GRANT
2025 REVISED TOTAL EST. REV. \$ 9,893,371.00	2025 REVISED TOTAL BUDGET \$ 11,279,163.00

Month	Revenue Received	Month	Expenses Paid
January	\$ 1,432,719.50	January	\$ 1,430,399.80
February	\$ 801,595.68	February	\$ 602,377.90
March		March	
April		April	
May		May	
June		June	
July		July	
August		August	
September		September	
October		October	
November		November	
December		December	
Received To Date	\$ 2,234,315.18	Expenses to Date	\$ 2,022,677.00

Statement of Cash from Revenue and Expense

From: 1/1/2025 to 2/28/2025

Fund	Description	Beginning Balance	Net Revenue YTD	Net Expense YTD	Unexpended Balance	Encumbrance YTD	Ending Balance
Grand Total		\$9,297,433.11	\$2,234,315.18	\$2,022,677.00	\$9,466,071.30	\$1,366,351.43	\$8,100,719.87

REVENUES

Bank Accounts	Bank Balance	Vendor Checks	Employee Checks	Deposits in Transit	NSF Check (s)	Adjustments	Bank Balance	Difference
PNC - General	\$ 1,106,983.57	\$ -	\$ -	\$ 6,890.00	\$ -	\$ -	\$ 1,106,983.57	\$ -
PNC - Payroll	\$ 206,338.88	\$ (14,495.00)	\$ -	\$ -	\$ -	\$ -	\$ 191,843.88	\$ 114,955.00
US Bank - Investments	\$ 1,079,711.37	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,079,711.37	\$ -
Park Nat. - MIMA	\$ 1,106,126.25	\$ (12,461.80)	\$ -	\$ 393.34	\$ -	\$ -	\$ 1,093,957.79	\$ 12,461.80
Park Nat. - MAYOR'S COURT	\$ 1,005,966.28	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,005,966.28	\$ -
Park Nat. - MIMA	\$ 300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300.00	\$ -
NCF - CD	\$ 80,807.85	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 80,807.85	\$ -
Cash on Hand	\$ 950.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 950.00	\$ -
Grand Total	\$ 3,626,979.38	\$ (14,495.00)	\$ -	\$ 7,283.34	\$ -	\$ -	\$ 3,609,697.72	\$ 17,281.66

New Carlisle Bank Report

Banks: 0001 to 0100
As Of: 1/1/2025 to 2/28/2025

Include Inactive Bank Accounts: No

Bank	Beginning Bal.	MTD Revenue	YTD Revenue	MTD Expense	YTD Expense	YTD Other	Ending Bal.
PNC - GENERAL	\$1,330,227.56	\$100,916.92	\$771,004.96	\$168,409.02	\$412,747.51	(\$492,842.43)	\$1,205,142.58
PNC - PAYROLL	\$233,736.88	\$167,854.44	\$406,129.47	\$180,003.34	\$479,734.98	\$73,895.51	\$233,708.68
STAR CHQ	\$4,342,239.60	\$14,612.39	\$38,098.32	\$0.00	\$0.00	\$0.00	\$4,379,237.62
US BANK INVESTMENTS	\$1,050,263.89	\$0.00	\$14,417.48	\$0.00	\$0.00	\$0.00	\$1,073,711.37
PARK NAT. SECURED - GENERAL	\$1,250,140.64	\$411,791.41	\$999,184.35	\$239,681.04	\$1,122,765.01	\$419,236.92	\$1,545,796.90
PARK NAT. - MIMA	\$1,051,802.96	\$1,925.19	\$4,115.63	\$0.00	\$0.00	\$0.00	\$1,053,653.19
PARK NAT. - MAYOR'S COURT	\$200.00	\$3,644.00	\$6,859.00	\$3,644.00	\$6,859.00	\$0.00	\$200.00
NCF - CD	\$80,272.19	\$254.59	\$535.47	\$0.00	\$0.00	\$0.00	\$80,807.85
CASH ON HAND	\$950.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$950.00
Grand Total:	\$9,297,433.12	\$801,025.18	\$2,233,744.68	\$601,807.40	\$2,022,106.50	\$0.00	\$8,100,719.87

MONTHLY NET INCOME TAX COLLECTION COMPARISON 2024-2025

MONTH RECEIVED	CCA				STATE OF OHIO				ATTORNEY GENERAL			
	2024	2025	DIFFERENCE	% DIFFERENCE	2024	2025	DIFFERENCE	% DIFFERENCE	2024	2025	DIFFERENCE	% DIFFERENCE
JANUARY	\$112,637.00	\$302,464.23	\$189,827.23	168.5%	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$175.99	\$175.99	175.99%
FEBRUARY	\$195,516.18	\$208,852.97	\$13,336.79	7.35%	\$13,117.32	\$4,617.35	(\$7,499.97)	-56.39%	\$0.00	\$7,322.96	\$7,322.96	7322.96%
MARCH	\$0.00	\$0.00	\$0.00	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	\$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	\$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	\$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	\$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	\$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	\$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	\$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	\$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	\$0.00	\$0.00	0.00%
TOTALS	348,153.23	372,317.20	24,163.97	6.94%	12,117.32	4,617.35	(7,499.97)	-61.89%	0.00	7,702.95	7,702.95	7702.95%

COMBINED TOTAL NET COLLECTIONS-2025 \$384,637.54

Motion to accept Finance Report: 1st: Lindsey 2nd: Shamy YES: Wright, Lindsey, Eggleston, Cook, Grow, Bahun, Shamy NAY: 0 – **Accepted 7-0**
Reminder Colleen R. is offering her assistance with City income tax preparation, please reach out for assistance.

MAYOR'S COURT REPORT FOR FEBRUARY 2025

From: 1/1/2025 to 2/28/2025

Account	Balance	Debit	Credit	Balance
REVENUE				
1000 - General	\$ 1,106,983.57	\$ -	\$ 6,890.00	\$ 1,106,983.57
1001 - Payroll	\$ 206,338.88	\$ (14,495.00)	\$ -	\$ 191,843.88
1002 - Investments	\$ 1,079,711.37	\$ -	\$ -	\$ 1,079,711.37
1003 - MIMA	\$ 1,106,126.25	\$ (12,461.80)	\$ 393.34	\$ 1,093,957.79
1004 - MAYOR'S COURT	\$ 1,005,966.28	\$ -	\$ -	\$ 1,005,966.28
1005 - MIMA	\$ 300.00	\$ -	\$ -	\$ 300.00
1006 - CD	\$ 80,807.85	\$ -	\$ -	\$ 80,807.85
1007 - Cash on Hand	\$ 950.00	\$ -	\$ -	\$ 950.00
TOTAL FUNDS RECEIVED	\$ 3,626,979.38	\$ (14,495.00)	\$ 7,283.34	\$ 3,609,697.72
EXPENSES				
2000 - General	\$ 1,430,399.80	\$ -	\$ -	\$ 1,430,399.80
2001 - Payroll	\$ 602,377.90	\$ -	\$ -	\$ 602,377.90
2002 - Investments	\$ -	\$ -	\$ -	\$ -
2003 - MIMA	\$ 6,859.00	\$ -	\$ -	\$ 6,859.00
2004 - MAYOR'S COURT	\$ 3,644.00	\$ -	\$ -	\$ 3,644.00
2005 - CD	\$ 254.59	\$ -	\$ -	\$ 254.59
2006 - Cash on Hand	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ 2,022,677.00	\$ -	\$ -	\$ 2,022,677.00
UNEXPENDED BALANCE	\$ 1,587,020.72	\$ -	\$ -	\$ 1,587,020.72

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**

Mrs. Haris began reviewing the City Manager's report:

- The police levy update: Supreme Court sided with the city so it will be on May ballot. Council expressed appreciation to the law director for his hard work.
- Jr. Citizen of the Year – have not received any nominations so far – need to determine path forward.

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

➤ **Janel Zimmerman, 219 Prentice Dr**

- Questions about local cities removing lead pipes and galvanized if ever connected.
- NC Park upgrades: Are there plans to add benches? Mr. Kitko can answer this question.

10. **RESOLUTIONS:** None

11. **ORDINANCES: (1-Intro; – 2-Action*)**

***A. Ordinance 2025-11 (Introduced on 03/03/25 Public Hearing, and Action Tonight)**

AN ORDINANCE ESTABLISHING A MORATORIUM, NOT TO EXCEED TWELVE (12) MONTHS, ON NEW VAPE SHOPS WITHIN THE CITY OF NEW CARLISLE, OHIO **1st: Shamy 2nd: Lindsey** YES: Eggleston, Cook, Grow, Bahun, Shamy, Wright, Lindsey NAY: 0 **Accepted 7-0**

***B. Ordinance 2025-12 (Introduced on 03/03/25 Public Hearing, and Action Tonight)**

AN ORDINANCE ESTABLISHING A MORATORIUM ON CANNABIS OPERATIONS WITHIN THE CITY OF NEW CARLISLE, OHIO **1st: Shamy 2nd: Lindsey** YES: Eggleston, Grow, Bahun, Shamy, Wright, Lindsey NAY: Cook **6-1 Accepted**

C. Ordinance 2025-13 (Introduction Tonight, Public Hearing, and Action on 04/07/25)

AN ORDINANCE SUPPLEMENTING CERTAIN APPROPRIATIONS CONTAINED IN NEW CARLISLE CITY ORDINANCE 2024-66

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
 - Councilman Lindsey discussed a previous conversation about increasing funds set aside for a new city building. Motion to increase from \$25k to \$75k for development of a new city building AND \$100k to road improvements, this money to be made available within the next 5 months. **1st: Lindsey 2nd: Shamy** YES: Wright, Lindsey, Eggleston, Cook, Grow, Bahun, Shamy NAY: 0 **Accepted 7-0**
 - Easter Egg Hunt update – will get receipts turned in soon, The library is helping out a lot, greatly appreciate they assistance.
 - **Janel Zimmerman, 219 Prentice Dr.**
 - ◆ Questioned the Urgent Care in town – they have signs for medical marijuana and recreational marijuana – There are currently no active license, but possibly people can receive prescriptions.

13. **Executive Session:** None

14. **Return to Regular Session:** None

15. **Adjournment: 1st Lindsey 2nd Shamy @ 7:14 pm**

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

Mayor Bill Cook

Clerk of Council Christine Stapleton

RECORD OF PROCEEDINGMINUTES: CITY OF NEW CARLISLE, OHIOWORK SESSION / SPECIAL MEETING @ Heritage Hall on 3/18/25 @ 6:00 pm

1. **Call to Order:** Mayor Cook calls the meeting to order.
2. **Roll Call:** Berner calls the roll – Cook, Grow, Bahun, Shamy, Wright, Lindsey, Eggleston
7 members Present
3. **Invocation:** Mayor Cook
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
 - Kitko noted the clerk received mail on 3/18/25 stating the retail liquor permits for class C and D permit holders will expire on 6/1/25. If any council member objects to the permits, legislation must be brought forward by 5/2/25.
 - Councilman Lindsey noted that the council has never had any objections – no further comments from council.
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 @ 6:01pm Yes: Wright, Lindsey, Eggleston, Cook, Grow, Bahun, Shamy NAY: 0 **Accepted 7-0**
14. **Return to Regular Session:**
Motion to return to regular session
1st: Lindsey 2nd: Shamy @ 9:01pm Yes: Wright, Lindsey, Eggleston, Cook, Grow, Bahun, Shamy NAY: 0 **Accepted 7-0**
Lindsey motions to off the position of City Manger to Don Hall, with a 2nd by Shamy. YES: Wright, Lindsey, Cook, Grow, Bahun, Shamy NAY: Eggleston **Accepted 6-1**
Councilman Lindsey adds that he wishes the vote was unanimous to show support and unity. He understands everyone’s different viewpoints. Eggleston noted it was her vote, but still it was a majority vote. Mayor Cook added it is the right of members of council to vote how they want.
15. **Adjournment: 1st Lindsey 2nd Shamy**
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 3/24/25 @ 6:00 pm

1. **Call to Order:** Mayor Cook calls the meeting to order.
2. **Roll Call:** Jeffries calls the roll – Cook, Grow, Bahun, Shamy, Wright, Lindsey, Eggleston
7 members Present
3. **Invocation:** Mayor Cook
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
 - Motion to appoint the law director as acting clerk for this meeting on 3/24/25, 1st: Lindsey 2nd: Shamy YES: Wright, Lindsey, Eggleston, Cook, Grow, Bahun, Shamy NAY: 0 **Accepted 7-0**
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 Yes: Wright, Lindsey, Eggleston, Cook, Grow, Bahun, Shamy NAY: 0 **Accepted 7-0**
14. **Return to Regular Session:**
Motion to return to regular session
1st: Lindsey 2nd: Grow Yes: Bahun, Shamy, Wright, Lindsey, Eggleston, Cook, Grow NAY: 0 **Accepted 7-0**
Mayor Cook gives reminder of Dollar Tree grand opening on 3/29 at noon, council was requested to attend if possible
15. **Adjournment: 1st Lindsey 2nd Shamy**
YES: Wright, Lindsey, Eggleston, Cook, Grow, Bahun, Shamy NAY: 0 **Accepted 7-0**

Mayor Bill Cook

Clerk of Council Christine Stapleton

City Manager Report

April 7, 2025

A. DEPARTMENTAL REPORTS

- The Following Departmental Reports will be given at the next City Council meeting that will be held on Monday, April 21, 2025; Finance, Public Service, Fire/EMS, Police, Planning & Zoning, Mayor's Court Report.

B. INFORMATIONAL ITEMS

- Discussion Topics
 - Bond and Ballot Information for City Council-No Updates
 - Bond for New City Pool
 - Police Levy
 - ◇ Signs/Flyers
 - Volunteers to distribute
 - Ongoing Council Projects
 - Comprehensive Land Use Plan
 - Code Amendments/Rewrite
 - Business Continuation Plan
 - Employee/Firefighter of the year Award
 - Upcoming Legislation
 - Columbarium
 - Honey Creek Bond Agreement
 - Codification Updates
 - Additional Discussion Topics

Attachment Summary: Community Easter Egg Flyer
Police and Council Meet and Greet Flyer

Motion summary: None

Hop on over for our

EASTER

Egg hunt

Join us on

April 19, 2025 in Smith Park

Your paragraph text

for some egg-citing fun!

1pm-2:30pm by age



JOIN US FOR THE POLICE & COUNCIL MEET & GREET ON APRIL 26

The logo for the 'Meet and Greet' event is enclosed in a yellow rectangular border. The word 'Meet' is written in a large, bold, teal font. Below it, the word 'and' is written in a smaller, orange, cursive font. Below 'and', the word 'Greet' is written in the same large, bold, teal font as 'Meet'.

**Meet
and
Greet**

Residents of New Carlisle are invited to attend a **Police and Council Meet and Greet on Saturday, April 26, from 11 AM to 2 PM at Bow & Arrow (127 S. Main Street)**. This is a great opportunity to engage with our new Clark County Sheriff, Christopher Clark, along with local deputies and City Council members.

This event provides a chance to discuss important community matters, including the upcoming Police Levy, which will be on the ballot on May 6. Residents can ask questions, learn about the levy's impact on public safety, and share their thoughts with city leaders.

Your voice matters! We encourage all community members to stop by, meet the officers and officials who serve New Carlisle, and enjoy refreshments as we work together to ensure a safer future for our city.

Mark your calendar and join us on April 26!

ORDINANCE 2025-13

AN ORDINANCE SUPPLEMENTING CERTAIN APPROPRIATIONS CONTAINED
IN NEW CARLISLE CITY ORDINANCE 2024-66

WHEREAS, Ordinance 2024-66 is the Annual Appropriations Ordinance for the City of New Carlisle for the fiscal year ending December 31, 2025; and

WHEREAS, it is necessary to amend certain appropriations contained therein pursuant to divisions (a) and (c) of Section 7.09 of the City Charter.

NOW, THEREFORE THE CITY OF NEW CARLISLE HEREBY ORDAINS that the annual appropriations shall be supplemented as follows:

SECTION 1. To bring the City’s appropriations in line with the required expenses of the City of New Carlisle for the fiscal period ending December 31, 2025, the 2025 appropriations are hereby increased or decreased for the following fund/fund types by the amounts shown:

Fund #	Fund Name	Increase -(Decrease)	Reason
101	General Fund	\$ 20,000.00	Outsource Attorney Fees for Tiff & Other
204	Street Levy	\$ 80,000.00	Resurfacing Contract with Clark County
TOTAL APPROPRIATION INCREASE		\$ 100,000.00	

SECTION 2. The Finance Director is hereby authorized and directed to enter the foregoing supplemental appropriations upon the books and accounts of the City of New Carlisle, and issue warrants pursuant to such authorization.

Passed this _____ day of _____, 2025.

Bill Cook, Mayor

Chris Stapleton, Clerk of Council

APPROVED AS TO FORM:

Jake Jeffries, Law Director

Introduction and First Reading: 03/17/2025
Second Reading and Action: 04/07/2025
Effective Date of Legislation: 04/22/2025

_____ 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 2025-14E

AN ORDINANCE APPOINTING A NEW CITY MANAGER AND APPROVING AN
EMPLOYMENT AGREEMENT WITH THE CITY MANAGER, AND DECLARING AN
EMERGENCY

WHEREAS, Article V, Section 5.01 of the City Charter requires Council to appoint a City Manager for a definite or an indefinite term and to fix his/her compensation; and

WHEREAS, Council has determined that Donald Ray Hall III, who is qualified due to his education and work experience, should be appointed as the City Manager of New Carlisle; and

WHEREAS, Council desires to employ Donald Ray Hall III as the City Manager with all duties, functions and authority provided to the City Manager under the Charter and Codified Ordinances; and

WHEREAS, the attached Employment Agreement sets forth certain benefits, conditions and expectations of the employment of Donald Ray Hall III as the City Manager; and

WHEREAS, pursuant to the terms of the Employment Agreement, Donald Ray Hall III will begin serving as the City Manager on April 14, 2025.

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

- Section 1. Donald Ray Hall III is appointed as the City Manager, beginning April 14, 2025, under the terms and conditions set forth in the attached Employment Agreement.
- Section 2. Council hereby authorizes and directs the Mayor, on behalf of Council, to execute and enter into the attached Employment Agreement with Donald Ray Hall III.
- Section 3. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the life, health, property and public peace of the residents of the City and for the further reasons that it is needed to maintain organizational stability and to ensure compliance with the City's Charter, and this ordinance shall be deemed effective immediately upon the affirmative vote of at least six (6) City Council members.

Passed this ____ day of _____, 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

Totals:

Pass	Fail
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Introduction, First Reading and Action: 04/07/2025
Effective Date of Legislation: 04/07/2025

**EMPLOYMENT AGREEMENT
FOR THE POSITION OF NEW CARLISLE CITY MANAGER**

This Employment Agreement ("Agreement") is made by and between **Donald Ray Hall III** ("Manager" and/or "Donald Ray Hall III") and the **City of New Carlisle, Ohio** ("Council" and/or "City") effective April 14, 2025.

WHEREAS, Article V of the New Carlisle City Charter creates the position of and provides for the appointment and employment of a City Manager; and

WHEREAS, Article V, Section 5.02 states that the City Manager is the chief administrative officer of the City; and

WHEREAS, both Council and Donald Ray Hall III desire that Donald Ray Hall III be appointed as the City Manager; and

WHEREAS, Council and Manager are entering into this Agreement for the purpose of setting forth the terms and conditions of Manager's employment.

NOW THEREFORE, CITY AND MANAGER AGREE AS FOLLOWS:

1. Appointment

Donald Ray Hall III is appointed as the City Manager of the City of New Carlisle, Ohio.

2. Duties and Hours of Work

In his capacity as City Manager, Donald Ray Hall III will be the chief administrative officer of New Carlisle and responsible to Council for the administration of all municipal affairs placed in his charge by the New Carlisle City Charter, the ordinances and resolutions of Council, and applicable state and federal laws.

In addition to the powers, duties and functions set forth in Section 5.02 of the New Carlisle City Charter, Manager shall perform to the best of his ability such other duties as Council may from time to time require of him to the satisfaction of Council.

Council and Manager may periodically develop mutually agreed upon goals, the performance of which will be considered when determining whether the Manager has fulfilled such other duties as may be required by Council.

Manager is expected to devote his full time to performing the duties of his position and shall create a work schedule necessary to fulfill his obligations as the City Manager. It is further recognized by the parties that Manager must devote time outside normal business hours to effectively serve as the City Manager. Manager is not eligible for overtime, but Manager may accumulate compensatory time in

accordance with division (g) of Section 246.05 of the Codified Ordinances, as it may be amended from time to time

The employment provided for in this Agreement shall be Manager's sole employment.

3. Conflict of Interest

A "Conflict of Interest" occurs when the Manager's private interests could undermine his duties and obligations to the City as set forth in this Agreement. If Manager becomes aware of an actual or a potential Conflict of Interest, he shall immediately bring it to the attention of Council. Failure to promptly bring an actual or a potential Conflict of Interest to the attention of Council may result in discipline, up to and including termination.

4. Term of Agreement and Renewal

Manager shall perform the duties provided herein for an initial term of twelve (12) months commencing April 14, 2025 and ending April 13, 2026 ("Initial Term"), unless his employment is terminated earlier by Manager or Council as set forth herein. Unless either Council or Manager provides written notice to the other at least ninety (90) days prior to the end of the Initial Term, this Agreement shall be extended on the same terms and conditions as herein provided for an additional period of twelve (12) months. Said Agreement shall continue thereafter for 12-month periods unless written notice to terminate is given 90 days prior to the expiration of the then applicable term. Any term after the Initial Term shall be known as a "Successor Term."

5. Salary

(A) Salary. Except as otherwise set forth herein, Manager's annual base salary for the Initial Term and any Successor Term shall be One Hundred Ten Thousand Dollars (\$110,000.00), payable in installments and in accordance with the City's current payroll schedule.

(B) Salary Adjustment. Manager's annual base salary for the Initial Term or any Successor Term may be adjusted by Council, but Council may not decrease Manager's annual base salary below \$110,000.00 without the prior consent of the Manager.

(C) Automobile Allowance. In lieu of the personal car mileage reimbursement set forth in the City's Business Travel/Personal Use of Government Equipment Policy, Manager will receive a monthly automobile expense allowance of Two Hundred Dollars (\$200.00). Additionally, Manager is entitled to use available City vehicles for City business.

6. Performance Review

(A) Periodic Reviews. Council, collectively, may periodically review the performance of the Manager from time to time as it deems appropriate in its sole discretion, and present any such review to Manager for consideration and further action as may be appropriate. Council may, among other criteria, utilize said evaluation as the basis for such action as Council may determine is warranted, provided

however that Manager is given reasonable advance notice and opportunity to address such issues prior to the taking of any such action.

(B) Review Procedure. The procedure to evaluate the performance of the Manager and Manager's salary review will be as set forth in Section 220.03 of the Codified Ordinances, as it may be amended from time to time. Council will endeavor, but is not required, to conduct an evaluation and salary review during the first quarter of each calendar year.

(C) Effect of No Evaluation and Review. If no evaluation and salary review under Section 220.03 of the Codified Ordinances is completed by Council during the Initial Term or any Successor Term, then Manager will receive an increase to his annual salary, for the immediately following term, in an amount equal to Three Percent (3%) of the Manager's annual salary during the term in which Council did not complete the evaluation and salary review.

7. Benefits

(A) Employee Benefits. Manager is entitled to the same Employee Benefits provided to the City's other full-time, non-union employees under Section 246.09 of the Codified Ordinances, as it may be amended from time to time, and such other additional Employee Benefits as Council may approve. Manager's Employee Benefits include the following: (1) retirement; (2) sick, vacation and personal leave; and (3) health, dental, vision, life and disability insurance.

(B) Professional Development. The City shall budget and pay for the reasonable travel and subsistence expenses of the Manager for professional and official travel, meetings, seminars, courses and other functions adequate to continue the professional development of the Manager and to adequately pursue necessary official functions for the City, including but not limited to the OCMA Annual Conference, the ICMA Annual Conference within the continental United States, and the Ohio Municipal League. The activities set forth in this subsection shall be subject to the discretion of the Manager; however, any such expenses shall be within the constraints of the approved budget, which shall be established in Council's sole discretion.

(C) Civic Organizations. Council agrees to budget and pay for the reasonable fees necessary for the Manager to become or continue being an active member in any local civic organization (e.g., Rotary, Optimist, etc.) necessary and desirable for his continued professional participation growth and advancement, and for the good of the City.

8. Termination

(A) Termination by Council. Notwithstanding anything contained herein to the contrary, Council may terminate Manager's employment at any time provided Council follows the procedures set forth in Section 5.04 of the New Carlisle City Charter.

(B) Termination by Manager. Notwithstanding anything contained herein to the contrary, Manager may voluntarily end his employment at any time provided he notifies Council at least sixty (60) days in advance, and specifically not the minimum 30-day notice stated in the New Carlisle City Charter.

(C) Notice of Termination. Notice of termination by either party must be in writing and delivered to the other party.

9. Effect of Termination and Severance Pay

(A) Applicability of Severance upon Termination by Council. In the event that Manager's employment is terminated by Council prior to the expiration of the Initial Term or any Successor Term and if at such time the Manager remains willing and able to perform the duties of the City Manager under the terms of this Agreement, then Council agrees to pay the Manager severance equal to two (2) months of aggregate salary and to permit Manager to continue participating in the City's health insurance plan, by subsidizing the cost of the coverage so that Manager will only be obligated to pay the same amount that active employees pay for the same level of coverage, for three (3) months; provided, however, that if the Manager's employment is terminated for "Unlawful conduct" or "Gross misconduct that is willful and deliberate on the Manager's part and is materially injurious to the City," then Council shall have no obligation to pay the Manager severance or to permit his continued participation in the City's health insurance plan.

- (i) "Unlawful conduct" means the Manager is convicted of a felony, or any misdemeanor involving personal gain, dishonesty or moral turpitude.
- (ii) "Gross misconduct that is willful and deliberate on the Manager's part and is materially injurious to the City" means any or all of the following:
 - a. Failure of the Manager to cure a material breach of this Agreement within forty-five (45) days of receiving written notice from Council of said breach;
 - b. More than three (3) instances of material breach by Manager for the same or similar conduct during a 12-month period, provided Council promptly provides written notice after each breach to Manager;
 - c. Theft or misappropriation of City property;
 - d. Breach of fiduciary duty;
 - e. Notwithstanding anything to the contrary contained in the New Carlisle City Charter, termination of the Director of Public Service or the Fire Administrator without the prior consent of Council; and/or
 - f. Non-disclosure of a conflict of interest.

(B) Implicit Termination by Council. Manager's employment shall be deemed terminated by Council if the Manager provides at least 60-day advance notice of his resignation to Council promptly after the occurrence of any or all of the following:

- (i) Failure of Council to cure a material breach of this Agreement within forty-five (45) days of receiving written notice from Manager of said breach;
- (ii) More than three (3) instances of material breach by Council for the same or similar conduct during a 12-month period, provided Manager promptly provides written notice after each breach to Council;

- (iii) Without the Manager's prior consent, the reduction of Manager's salary below \$110,000.00, or the reduction of Manager's salary or other benefits in a percentage greater than an applicable across-the-board reduction for all exempt City employees; and/or
- (iv) Council and/or the City's citizens act(s) to amend any provisions of the City's Charter pertaining to the role, powers, duties, authority or responsibilities of the Manager in a way that substantially changes the form of government of the City.

Upon Manager's termination and resignation under this subsection, Manager will be entitled to severance pay for two (2) months and continued participation in the City's health insurance plan for three (3) months.

(C) Notice of Breach. Notice of a material breach by either party must be in writing and delivered to the other party.

(D) Effect of Termination by Manager. Except as otherwise stated herein, if Manager elects to terminate his employment early during the Initial Term or any Successor Term, then he will not be entitled to severance pay or continuation of health insurance coverage.

(E) Effect of Election Not to Renew. If either party elects not to renew this Agreement during the Initial Term or any Successor Term, then Manager will not be entitled to severance or continuation of health insurance coverage solely by reason of such non-renewal. Non-renewal, by itself, will not terminate Manager's employment with the City.

(F) Effect of Pending Criminal Charge. If Manager is criminally charged with an offense that would justify termination for Unlawful conduct if convicted and Council terminates Manager's employment prior to resolution of the offense, then any severance payment shall be held in escrow until such time as the criminal charge is resolved. If Manager thereafter is convicted of the offense, then Council shall have no obligation to pay any severance to Manager.

(G) Form and Timing of Severance Payments. Any severance payment will be less tax withholding and other required deductions. Severance will be paid in installments and in accordance with the City's current payroll schedule; however, Council may choose, in its sole discretion, to pay any severance required herein in one or more lump sum installments instead. If Council decides to pay any of Manager's severance as a lump sum, such lump sum payment(s) will not shorten Manager's participation in City's health insurance plan. Additionally, no claim for unemployment may be made by Manager until the expiration of the 2-month period regardless of when the severance is actually paid.

(H) Vested Benefits. Upon termination of his employment, Manager will receive any vested benefits to which he is entitled under Section 246.09 of the Codified Ordinances, as it may be amended from time to time.

(I) Release. Any severance pay or continuation of health insurance coverage set forth in this Agreement shall be contingent upon the Manager's prompt execution and delivery of a written release of claims, approved by the City's Director of Law, releasing the City and its council, employees, agents and

representatives from any and all past, present and future causes of action, complaints and claims the Manager may have against the City except for the payment of any outstanding severance or vested benefits and continuation of health insurance coverage.

10. Council Supervision

Manager shall comply with any and all policies, rules, regulations, standards and directions established by Council not in conflict with the New Carlisle City Charter, the City's Codified Ordinances, or state or federal law.

11. Application Of Charter and Codified Ordinances

This Agreement shall be subject to the provisions of the New Carlisle City Charter which shall prevail over any contrary provisions contained in this Agreement unless specifically stated otherwise. Both parties agree to abide by the City's Charter and its Codified Ordinances.

12. Arbitration

In consideration of the employment of Manager by City, the Manager and City agree that any dispute, claim or controversy between them, including without limitation disputes, claims or controversies arising out of or relating to this Agreement or Manager's employment with the City or the termination of that employment, shall be settled exclusively by final and binding arbitration in accordance with Ohio Rev. Code § 2711.01, et. seq. Arbitration under this Agreement will be conducted in Clark County, Ohio by a panel of three arbitrators without strict compliance to the Rules of Evidence. Each party shall select one qualified arbitrator of that party's choice, and the two chosen arbitrators shall then agree upon a third qualified arbitrator to serve as chairperson of the panel. The decision of the arbitration panel will be final and binding on both parties. Any court having jurisdiction may enter judgment upon the award the arbitration panel renders. Manager and City hereby irrevocably submit to the jurisdiction of the Court of Common Pleas, Clark County, Ohio for purposes of entry of any judgment upon any award rendered by the arbitration panel. Each party shall be responsible for one-half of the costs of arbitration. Any recovery shall be limited to actual damages only.

Notwithstanding anything above to the contrary, Manager and City each specifically reserve the right to see injunctive relief from any court of competent jurisdiction in the event that the Manager or City is about to suffer irreparable harm due to a violation by the other party of any right protected by law.

13. Indemnification

In accordance with Ohio Rev. Code § 2744.07, City shall defend and indemnify Manager in connection with all civil proceedings in any state or federal court to recover damages for injury, death or loss to persons or property allegedly caused by an act or omission of the Manager in connection with the performance of a governmental or proprietary function provided the act or omission occurred or is alleged to have occurred while Manager was acting in good faith and not manifestly outside the scope of his employment or official responsibilities.

City shall provide and pay for any surety or other bonds required by City's insurance carrier that

secure performance of any function by the Manager.

14. Residency

Manager is not required to be a resident of the City of New Carlisle during the Initial Term or any Successor Term of this Agreement.

15. Notices

All notices required under this Agreement must be given in writing, and shall be deemed to have been sufficiently given if personally delivered or mailed by certified mail, postage prepaid – return receipt requested, to the party to whom such notice is intended, as follows:

If to Council: Mailed or Personally Delivered to -
Mayor, City of New Carlisle
331 S. Church St.
New Carlisle, OH 45344

AND

Copy E-Mailed to -
Jacob M. Jeffries, Attorney at Law
E-Mail: jake@jhlawohio.com

If to Manager: Mailed or Personally Delivered to -
Donald Ray Hall III
331 S. Church St.
New Carlisle, OH 45344

16. General Provisions

(A) Integration. This Agreement represents the complete understanding between Council and Manager and cannot be modified in any respect unless such modification is evidenced by a written instrument signed by both parties. Manager agrees that in entering into this Agreement he does not rely on any statements or representations not contained in this Agreement. This Agreement supersedes any and all prior agreements, arrangements and understandings between Manager and the Council.

(B) Severability. The parties hereto agree that in case one or more of the provisions contained herein shall for any reason be unenforceable, invalid, or illegal in any respect, such unenforceability, invalidity or illegality shall not affect any other provision of this Agreement. Furthermore, it is understood and agreed that this Agreement shall be construed as if such unenforceable, invalid or illegal provision had not been contained herein or, if it is equitable under the circumstances, such unenforceable, invalid or illegal provision shall be reformed, amended and/or construed so as to be enforceable, valid or legal.

(C) Binding Effect. Notwithstanding any provision herein prohibiting assignment, this Agreement shall be binding upon the Manager and his heirs, assigns, executors, administrators, personal representatives and successors in interest.

(D) Construction. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio, and shall be construed according to its fair meaning and not construed for or against either party by virtue of that party's role in drafting this Agreement. Both parties acknowledge participating in the drafting of this Agreement

(E) Headings. The headings used in this Agreement are included solely for convenience and shall not affect, or be used in connection with, the interpretation of this Agreement.

(F) Waiver. The failure of either party to exercise any rights available to it, whether arising under this Agreement or otherwise, shall not be deemed for any purpose to constitute a waiver by the party of any such right or remedy associated with it, and shall not relieve the other party of the other party's obligations and duties arising under this Agreement.

(G) Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party.

IN WITNESS HEREOF, the parties hereto have executed this Agreement effective as of the date first above written.

CITY OF NEW CARLISLE, OHIO

MANAGER

Bill Cook, Mayor

Donald Ray Hall III

APPROVED AS TO FORM:

Jacob M. Jeffries, Law Director

Approved via Ordinance Number 2025-____E and adopted by Council on April 7, 2025.

CERTIFICATION

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

ORC Ann. 705.28

Current through all laws of the 135th General Assembly (2023-2024).

Page's Ohio Revised Code Annotated > Title 7: Municipal Corporations (Chs. 701 — 765) > Chapter 705: Plans of Government (§§ 705.01 — 705.92) > General Provisions Applicable to Each Plan (§§ 705.07 — 705.30)

§ 705.28 Oath of office.

Every officer of a municipal corporation and every employee holding a position upon an annual salary, before entering upon the duties of his office, shall take and subscribe to an oath or affirmation, which shall be filed and kept in the office of the clerk of the municipal corporation, that he will:

- (A) Support the constitution of the United States and of this state, and the charter and ordinances of the municipal corporation;
- (B) Not be influenced by any consideration except that of merit and fitness in the appointment or discharge of employees;
- (C) Not make or authorize the expenditure of public money otherwise than for adequate consideration and efficient service to the municipal corporation;
- (D) Faithfully, in all other respects, discharge the duties of his position or office.

History

GC § 3515-66; 103 v 767(783), Const Art VI, § 22; Bureau of Code Revision. Eff 10-1-53.

Annotations

Research References & Practice Aids

Cross-References to Related Sections

City manager, oath of office, RC § 705.60.

Oath of office in statutory municipality, RC § 733.68.

Ohio Constitution

Oath of officers, Ohio Const. art XV, § 7.

ORDINANCE 2025-15E

AN ORDINANCE AUTHORIZING THE PURCHASE OF A WEMCO GRIT CLASSIFIER (HYDROGRITTER) FOR THE WASTEWATER DEPARTMENT, AND DECLARING AN EMERGENCY

WHEREAS, the City's Wastewater Department currently maintains a 40-year-old WEMCO grit classifier ("Hydrogritter"); and

WHEREAS, the current Hydrogritter is working intermittently and cannot be rebuilt in a cost-effective manner or within a reasonable time without custom work because manufacturer parts are no longer available. In essence, the current Hydrogritter has reached its end of life; and

WHEREAS, the City is in an emergency situation because it is only a matter of time before the current Hydrogritter stops working completely and there currently is no back-up to maintain proper operations; and

WHEREAS, the City is working closely with the Ohio EPA in order to best navigate this situation and the Ohio EPA recommends that the City expedite the procurement of a replacement Hydrogritter; and

WHEREAS, Ohio Revised Code Section 735.051 permits the City to purchase directly, without formal bidding and advertising, when an emergency arises; and

WHEREAS, Sullivan Environmental Technologies submitted a proposal for a new and redesigned Hydrogritter that will meet or exceed the needs of the City's Wastewater Department; and

WHEREAS, Sullivan Environmental Technologies is the sole distributor of the needed Hydrogritter in the City's geographic region; and

WHEREAS, the proposal from Sullivan Environmental Technologies includes the new and redesigned Hydrogritter and all necessary materials for a price of \$98,232.00; and

WHEREAS, the funds for this project, in the amount of \$125,000.00, are detailed in the approved 2025 Budget and Capital Improvement Plan; and

WHEREAS, it would be in the best interest of the City, due to current market and environmental conditions, for an additional contingent amount of \$26,768.00 to be authorized in order to address any unforeseen circumstances.

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

Section 1. The City accepts the attached proposal from Sullivan Environmental Technologies for the purchase of a new and redesigned Hydrogritter that will meet or exceed the needs of the City's Wastewater Department.

Section 2. Due to current market and environmental conditions, an additional contingent amount of \$26,768.00 is authorized in order to address any unforeseen circumstances.

Section 3. The City Manager, or the Director of Public Service/Assistant City Manager as the City Manager’s designee, is authorized and directed to immediately enter into a contract and to execute all related documents with Sullivan Environmental Technologies for the purchase of a new and redesigned Hydrogritter and all necessary materials for a price not to exceed \$125,000.00.

Section 4. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the life, health, property and public peace of the residents of the City and for the further reason that the immediate purchase of a new and redesigned Hydrogritter is necessary for the continuance of the City’s wastewater operations, and this ordinance shall be deemed effective immediately upon the affirmative vote of at least six (6) City Council members.

Passed this _____ day of _____, 2025.

Bill Cook, Mayor

Chris Stapleton, Clerk of Council

APPROVED AS TO FORM:

Jacob M. Jeffries, DIRECTOR OF LAW

Introduction, First Reading and Action: 04/07/2025
Effective Date of Legislation: 04/07/2025

_____ 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



To place an order address to "Sullivan Environmental Technologies, 2146 Chamber Center Drive, Ft. Mitchell, KY 41017" and forward to this office for processing.

****All PO's must state End User name and address if different from shipping****

Customer:	City of New Carlisle Ohio/ Kerri May		
Phone/Fax:	937-845-0814	<u>DAD</u>	<u>4/2/2025</u>
Email:	kmay@newcarlisleohio.gov		

Q250402

Manufacturer:		Trillium Wemco			
Item	Qty	Description	Unit Price	Ext. Price	Timing
1	1	Replacement for 7994606-5 12" FF-GE Hydrogritter Steel Tank, Steel Spiral double Pitch 1000C Wemclone with Center Feedbox Wemclone overflow arr. A 1 Hp 1800rpm 3/60/460V Motor	\$97,366.00	\$97,366.00	38 wks
2	1	Freight to New Carlisle Ohio	\$866.00	\$866.00	
Sullivan Environmental Technologies, Inc.			Total: \$98,232.00		

Price quoted is F.O.B. Destination, freight Pre-Pay and Add . Terms are NET 30 days. Price is firm for 60 days from date of this proposal, and EXCLUDES any applicable taxes. Credit Cards are accepted, however there will be a 5% administrative fee added to the transaction.



February 25, 2025

City of New Carlise
403 Garfield St
New Carlise, OH 45344

ATTN: Kerri May

Subject: Letter of Exclusivity

Trillium Flow Technologies is the owner and manufacturer of WEMCO®, Roto-Jet®, and WSP™ proprietary pumping equipment. Trillium is headquartered in Houston, TX and the manufacturing facility for that equipment is in Fresno, CA, and our federal I.D. number is 77-0298303.

Trillium Flow Technologies is the sole source for WEMCO® Torque-Flow® recessed impeller pumps; WEMCO® Hydrogritter® grit separation systems; WEMCO® WSF™ Screw-Flow centrifugal pumps; Weir Specialty Pumps (WSP™) Chop-Flow™ chopper pumps, Self-Primer pumps, and Non-Clog pumps; and parts for all of these products.

Our product distribution channel is structured on an exclusive geographic basis. For municipal projects in New Carlise, Ohio our exclusive representative and distributor for all products listed in the second paragraph is:

Sullivan Environmental Technologies
2146 Chamber Center Drive
Ft. Mitchell, KY 41017
TEL: 859-426-5178

They can provide assistance, quotations, and complete information on the aforementioned products. If we are favored with an order, we ask that you issue purchase orders to them.

Thank you for the opportunity to serve you, and please do not hesitate to contact me if you have any questions.

Best regards,

A handwritten signature in black ink that reads 'Ed Dunn'.

Ed Dunn
Central Regional Sales Manager - Municipal

Trillium Flow Technologies
FLOWAY® | WEMCO®

T 801 530 7814
C 630 853 5479
F 801 530 7828
Ed.Dunn@trilliumflow.com

VALVES - PUMPS - SERVICES

ORDINANCE 2025-16

AN ORDINANCE AUTHORIZING THE PURCHASE OF A NEW UTILITY TRUCK
FOR THE PUBLIC WORKS DEPARTMENT

WHEREAS, the current utility truck used by the Public Works Department, a 2000 Chevrolet pickup truck, is 25 years old and requires extensive maintenance to keep up with demanding municipal work; and

WHEREAS, the City received the attached proposal for the purchase of a replacement utility truck that will meet the current and future needs of the City; and

WHEREAS, the City would like to replace the 2000 Chevrolet pickup truck with a 2024 Ram 3500 Crew Cab; and

WHEREAS, the purchase price for the 2024 Ram 3500 Crew Cab will be \$61,000.00; and

WHEREAS, the funds for this purchase are detailed in the approved 2025 Budget and Capital Improvement Plan.

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

SECTION 1. The City Manager, or the Director of Public Service/Assistant City Manager as the City Manager’s designee, is authorized and directed to proceed with acquiring the 2024 Ram 3500 Crew Cab, which is described in the attached proposal, by signing a purchase agreement and any related documents necessary to accomplish the purchase. The dollar amount of said purchase shall not exceed Sixty-One Thousand and XX/100 Dollars (\$61,000.00).

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: 04/07/2025
Second Reading and Action: 04/21/2025
Effective Date of Legislation: 05/06/2025

_____ 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



2020 North Detroit Street
 Xenia, Ohio 45385
 (800) 539-3325 Ph (937) 372-9677 Fax
Bob Riggs (937) 372-4451
briggs@Tobeyauto.com
 Contractors ID #31-0797562 Ohio Registration #405989

PURCHASE ORDER			
Title To:		V.I.N	Date: 3/3/2025
City of New Carlisle, Ohio 331 S. Church St. New Carlisle, Ohio 45344			INVOICE #
			CUSTOMER ID
			P.O.# :
			FED. TAX I.D.
			COUNTY: CLARK
			Contact Phone
			Contact Fax
		email:	
		Contact Cell:	
		FAN# & Bid Number:	
SALESPERSON Bob Riggs	DEAL NUMBER(S)	STOCK NUMBER(S)	
Check Here	Qty	Description	Unit Price
	1	2024 RAM 3500 1 TON SWR CREW CAB	\$61,000.00
		EBY RENEGADE ALUMINUM SERVICE BODY WITH LOCKS	
		HD SNOWPLOW PREP	
		CHROME APPEARANCE GROUP	
		TRADESMAN LEVEL 2 PACKAGE	
		115 AUXILIARY FRONT POWER OUTLET	
		AUXILIARY SWITCHES	
		CLEARANCE LAMPS	
		CAB LENGTH STEPS	
		TRAILER BRAKE CONTROLLER	
DEALER SIGNATURE			
			Each Vehicle
			\$61,000.00
			Vehicle Total

APPROVED _____ Date: _____

THE SIGNEE VERIFIES ACCEPTANCE OF THE ABOVE VEHICLE(S), EQUIPMENT & TERMS FROM KEY CHRYSLER JEEP DODGE RAM, INC.

Make all checks payable to KEY CJD, Inc.
 2020 N. Detroit St., Xenia, OH 45385

Thank you for your business!
 (937) 372-4451 Phone / (937) 502-4202 Fax

KEY COPY 1

CUSTOMER COPY 2

ORDINANCE 2025-17

AN ORDINANCE AUTHORIZING A LEASE FOR GASTINEAU BASEBALL FIELD WITH
NEXT LEVEL SPORTS ENTERPRISE LLC

WHEREAS, the City has leased Gastineau Field, in the past, to the New Carlisle Diamondbacks Adult Baseball Club (“Diamondbacks”); and

WHEREAS, the Diamondbacks are no longer in existence due to the passing of their manager earlier this year; and

WHEREAS, Next Level Sports Enterprise LLC (“Next Level”), a local youth baseball organization, has expressed interest in leasing Gastineau Field; and

WHEREAS, like the Diamondbacks before it, Next Level has agreed to be responsible for maintaining Gastineau Field; and

WHEREAS, it would be in the best interest of the City to lease Gastineau Field to Next Level because Next Level will ensure that Gastineau Field is properly maintained and consistently used; and

WHEREAS, Section 4.13(e) of the City Charter requires that an ordinance be passed in order to lease any City-owned land.

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

Section 1. The City Manager is hereby authorized and directed, on behalf of the City of New Carlisle, to enter into the attached agreement for the purpose of leasing Gastineau Field to Next Level Sports Enterprise LLC. Per the terms of the lease, the annual rent of One Dollar (\$1.00) is to be paid to the City by May 21st of each lease year.

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: 04/07/2025
Second Reading and Action: 04/21/2025
Effective Date of Legislation: 05/06/2025

_____ 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



LEASE AGREEMENT

The CITY OF NEW CARLISLE, OHIO ("CITY"), 331 South Church Street, New Carlisle, Ohio 45344, the Lessor, in consideration of the covenants herein, agrees to lease the baseball diamond known as Gastineau Field, which is located on Clark County parcel number 0300500034106011 and is property of the CITY, to NEXT LEVEL SPORTS ENTERPRISE LLC ("NEXT LEVEL"), 6365 State Route 201, Tipp City, OH 45371, the Lessee.

NOW THEREFORE, CITY AND NEXT LEVEL AGREE AS FOLLOWS:

1. The lease commences on May 21, 2025 and ends on May 20, 2028. The annual rent, in the amount of One Dollar (\$1.00), is to be paid by NEXT LEVEL to the CITY by May 21st of each lease year, or NEXT LEVEL may pay the rent for the entire lease prior to the commencement of the lease.
2. The City reserves the right to place, maintain, repair, and replace utility lines, pipes, tunneling and the like, on, under and over the leased premises as may be reasonably necessary or desirable, at the sole and absolute discretion of the CITY. The CITY shall have the right to enter onto the leased premises at all reasonable times. NEXT LEVEL agrees that nothing in this paragraph shall permit NEXT LEVEL to receive an abatement of rent or to make a claim for damages or losses to their business resulting directly or indirectly therefrom.
3. NEXT LEVEL shall pay, upon demand, all the CITY's reasonable costs, charges, and expenses, including without limitation, attorney fees, incurred in enforcing NEXT LEVEL's obligations hereunder or incurred by the CITY in any litigation, negotiation, or transaction in which NEXT LEVEL causes the CITY to become involved or concerned.
4. NEXT LEVEL shall maintain upon the leased premises suitable facilities for the encouragement and the playing of baseball in conformity with the purposes for which NEXT LEVEL was organized, subject to approval by the CITY.
5. NEXT LEVEL shall not use or occupy said premises or permit the same to be used or occupied for any purpose other than normal use for the sport of baseball/softball and/or related activities, except as otherwise agreed to by the CITY. NEXT LEVEL shall not use or occupy, or permit the use or occupancy of the leased premises or any part thereof in any unlawful manner or for any illegal purpose.
6. This Lease may not be assigned or subleased without the prior written consent of the CITY.
7. NEXT LEVEL shall make no alterations or additions in or to said premises without the prior written consent of the CITY.
8. NEXT LEVEL shall maintain all fences and erected structures, except for the existing concrete backstop bleachers, on said premises during the term of this Lease.

9. NEXT LEVEL shall maintain the premises in a nuisance-free condition and be responsible for mowing all portions of the leased premises during the term of the lease. NEXT LEVEL shall not use any fertilizer, pesticide, herbicide, or any other chemical application on the premises without prior CITY approval.
10. NEXT LEVEL shall do all things necessary to protect the municipal property from damage by all persons who come on said leased premises.
11. Each NEXT LEVEL league participant shall sign a waiver of responsibility form, reviewed and approved by the City Law Director, which releases the CITY from all claims resulting from any and all death and injuries sustained while participating in NEXT LEVEL sponsored activities. NEXT LEVEL shall maintain and keep on file the forms of all league participants who have not yet attained the age of twenty-one (21) years. A league participant's waiver of responsibility form must be signed prior to participation in NEXT LEVEL events at the leased premises. Copies of such forms must be made available to the CITY promptly upon request. NEXT LEVEL shall be solely responsible for ensuring participant compliance under this paragraph. NEXT LEVEL's obligations to maintain and keep on file the forms, and to make the forms available to the CITY shall survive the termination of this agreement.
12. NEXT LEVEL shall indemnify and hold harmless the CITY, its officials, employees, agents, and staff in both their individual and official capacities, and hereby agrees to release the CITY from all claims resulting from any and all liability arising out of NEXT LEVEL's activities at the leased premises.
13. NEXT LEVEL shall maintain in force for the term of this Lease a policy of liability insurance in the minimum amount of Two Million Dollars (\$2,000,000) with the CITY being designated as an additional named insured, and NEXT LEVEL agrees to provide the CITY with a current Certificate of Insurance before the commencement of this lease.
14. NEXT LEVEL shall surrender and deliver up said premises at the end of said term in as good a condition as existed at the beginning of the term, reasonable wear and tear and unavoidable casualty excepted. NEXT LEVEL will be liable for restoring the leased premises at the end of the term in as good order and condition as existed at the beginning of the term, reasonable wear and tear and unavoidable casualty excepted.
15. The CITY agrees to provide water for field maintenance through existing water points located on said premises during the term of this lease. NEXT LEVEL understands that CITY does not warrant this service will be free from interruption. NEXT LEVEL acknowledges that this service may be suspended by reason of accident, repair, alteration, the need to make an improvement, operation of law, or causes beyond the control of CITY. Any such interruption or discontinuance of services shall never be deemed an eviction or disturbance of NEXT LEVEL's use and occupancy of the leased premises or any part thereof, render the CITY liable to NEXT LEVEL for damages, or relieve NEXT LEVEL from the performance of its obligations under this Lease. In the event of any such interruption, the CITY shall take reasonable efforts to restore services as soon as reasonably possible.
16. NEXT LEVEL may dump refuse in the dumpsters at the CITY Street Department.

17. The CITY agrees to maintain in good repair the existing concrete backstop bleachers on said premises.

18. Notwithstanding anything contained herein to the contrary, either party, upon sixty days written notice to the other, may terminate this Lease for any reason. In the event of early termination, any rent paid in advance shall be refunded to NEXT LEVEL.

19. The failure of either party to enforce any provision of these terms and conditions will not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

20. Both parties agree that:

In the hiring of employees for the performance of work under the contract or any subcontract, no contractor or subcontractor, nor any person acting on behalf of the contractor or any subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates; and

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 contract on account of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

21. 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.

22. If all or a portion of the leased premises shall be condemned or taken by a governmental authority or sold to any such governmental authority to prevent such taking, then this Lease shall terminate effective as of the date possession is to be taken by said governmental authority. NEXT LEVEL agrees it shall not, because of such taking, assert any claim against the taking authority or against the CITY for any compensation because of such taking.

23. Should NEXT LEVEL withhold possession of the leased premises after the termination of this Lease, whether by lapse of time or otherwise, NEXT LEVEL shall be subject to all the terms and conditions of this Lease, except the rent required to be paid shall be at a rate equal to two (2) times the rent previously required, which is to be paid immediately prior to such holdover. Further, if the CITY suffers any damage or loss which results from the CITY's inability to timely deliver the leased premises to the next tenant, NEXT LEVEL shall promptly pay that amount of damage or loss to the CITY. Should NEXT LEVEL occupy the leased premises after termination of this Lease for any cause, NEXT LEVEL shall be considered a tenant-at-will and by sufferance of the CITY and no such occupancy shall operate as a renewal of this Lease or any part thereof.

24. All signage must comply with the CITY's Sign Ordinances and must be approved before installation.

25. All personal property, equipment and inventory belonging to NEXT LEVEL, its agents, participants or invitees, located on or about the leased premises, shall be at the sole risk of NEXT LEVEL, and the CITY shall not be liable for theft or misappropriation, any damage or injury thereto, or be liable for any damage or injury to NEXT LEVEL, its agents, participants or invitees, or to other persons or to any property caused by fire, storm or other casualty.

26. This Lease contains the entire agreement between the parties, and any agreement hereafter or heretofore made shall not operate to change, modify, terminate, or discharge this Lease, in whole or in part, unless such agreement is in writing and signed by each party to this Lease.

27. If any portion of this Agreement is found to be void, unenforceable, or against public policy, the remaining portions of this Agreement shall not be affected, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

28. This Lease, and all rights and obligations of the parties hereunder, shall be construed and governed by the laws of the State of Ohio.

IN WITNESS WHEREOF, the CITY OF NEW CARLISLE, OHIO, Lessor herein, and NEXT LEVEL SPORTS ENTERPRISE LLC, Lessee herein, have set their hands below to duplicate originals hereof, on this _____ day of _____, 2025.

CITY OF NEW CARLISLE

NEXT LEVEL SPORTS ENTERPRISE LLC

City Manager

By:
Its:

APPROVED AS TO FORM:

Jake Jeffries, Law Director, New Carlisle