



CITY COUNCIL
REGULAR MEETING PACKET
March 2, 2026 @ 6:00pm Heritage Hall in Smith Park

1. Call to Order: Mayor William Lindsey
2. Roll Call: Clerk of Council
3. Invocation:
4. Pledge of Allegiance: All
5. Action on Minutes: 02/17/26 Regular Meeting
6. Communications:
7. City Manager Report: Attached
8. Committee Reports: None
9. Comments from Members of the Public: *Comments limited to 5 minutes or less

10. RESOLUTIONS: (1-Intro; – 1-Action*)

***A. Resolution 2026-07R (Introduction, Public Hearing, and Action Tonight)**

A RESOLUTION AUTHORIZING AN ADDENDUM TO THE CONTRACT WITH SWIMS SAFE POOL MANAGEMENT, INC. FOR THE 2026 POOL SEASON

11. ORDINANCES: (0-Intro; – 1-Action*)

***A. Ordinance 2026-07 (Introduced on 02/17/2026. Public Hearing, and Action Tonight)**

AN ORDINANCE APPROVING AN EMPLOYMENT AGREEMENT WITH DONALD R. HALL III

12. OTHER BUSINESS:

- Additional City Business:
 - Records Retention Schedule for City Council and Clerk
 - Open for Discussion on City Related Business

13. Executive Session:

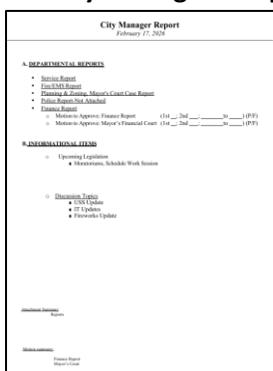
14. Return to Regular Session:

15. Adjournment:

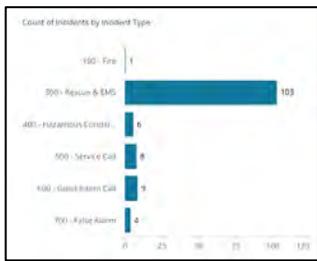
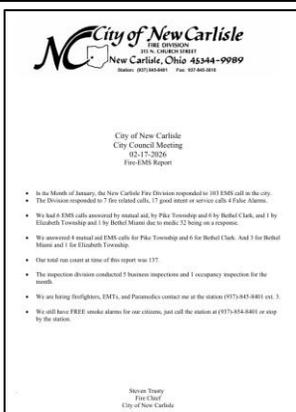
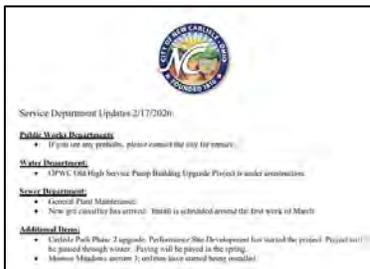
RECORD OF PROCEEDING

MINUTES: CITY OF NEW CARLISLE, OHIO
REGULAR SESSION MEETING @ Heritage Hall on 2/17/26 @ 6:00 pm

1. **Call to Order:** Mayor Lindsey calls the meeting to order.
2. **Roll Call:** Stapleton calls the roll – Lindsey, Cook, Bahun, Grow, Eggleston, Shamy, **6 Members present, Absent: Wright**
3. **Invocation:** Pastor David Perry
4. **Pledge of Allegiance:** All are welcome to participate
5. **Action on Minutes:**
 Action on Regular Session minutes of 2/2/26: **1st: Shamy, 2nd: Bahun, YES:** Grow, Eggleston, Shamy, Lindsey, Cook Bahun **NAY: 0 ABSENT: Wright Accepted 6-0-1**
6. **Communications :**
 ➤ Councilwoman Grow gave an update on the Social Service Commission – discussed guests that attended previous meeting. Expressed thanks to all that helped to shovel snow for neighbors!
 We appreciate you!
7. **City Manager’s Report:**



8. **Committee Reports:**



intention of attending a council meeting and / or social service commission meeting as well. Council discussed New Carlisle not getting their share of services out of the tax monies we are contributing.

- Website update: Over the past summer – the State mandated that all city websites need to be ADA accessible by April 2027. Administration has met with a 3rd party company that has a lot of experience in this work, and they presented a lot of improvements that can be made to our website. The cost would be \$15k the first year, and then \$5k maintenance fee annually after that. Will continue to investigate this.
- Firework update: Fireworks will be on the same day (June 27th) at the same time and place. Still working on the exact display, Mr. Kitko continues to work on this. Reminder that firework pricing has gone up due to 35% tariffs.
- Mr. Hall reviewed a recent award that was presented to Ms. Harris from the State of Ohio for a great 2024 fiscal year. This is an honor to receive and proof of her dedication and hard work. Mayor Lindsey spoke of the appreciation for her work over these years. Ms. Harris commended her team for their work and support.

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

- **Charlotte Farley, 1204 Hemlock Way:** Questioned the ADA compliance for city buildings. State Mr. Hall and Mr. Moore are doing a great job and looking forward to doing more work with the Social Serve Commission and working with councilwoman Grow.

10. **RESOLUTIONS:** (1 - Intro; - 1- Action*)

***A. Resolution 2026-06R (Introduction, Public Hearing, and Action Tonight)**

A RESOLUTION AUTHORIZING THE PURCHASE OF A NEW 2026 RAM 5500 DUMP TRUCK 1st: **Shamy 2nd: Grow** YES: Eggleston, Shamy, Lindsey, Cook, Bahun, Grow NAY: 0 ABSENT: Wright **Accepted 6-0-1** ex: Long overdue purchase for the public works department, will be purchased locally from Toby Auto Group

11. **ORDINANCES:** (1-Intro; – 4-Action*)

***A. Ordinance 2026-03 (Introduced on 02/02/26. Public Hearing, and Action Tonight)**

AN ORDINANCE EXTENDING A MORATORIUM ON NEW VAPE SHOPS WITHIN THE CITY OF NEW CARLISLE, OHIO 1st: **Shamy 2nd: Eggleston** YES: Shamy, Lindsey, Cook, Bahun, Grow, Eggleston NAY: 0 ABSENT: Wright **Accepted: 6-0-1** ex: Extension of the current vape shop moratorium – City Manager and Law director to look into making this permanent.

***B. Ordinance 2026-04 (Introduced on 02/02/26. Public Hearing, and Action Tonight)**

AN ORDINANCE EXTENDING THE MORATORIUM ON CANNABIS OPERATIONS WITHIN THE CITY OF NEW CARLISLE, OHIO 1st: **Shamy 2nd: Grow** YES: Shamy, Lindsey, Cook, Bahun, Grow NAY: Eggleston ABSENT: Wright **Accepted 5-1-1** ex: Extension of the current cannabis moratorium – Council requested Mr. Moore to include questions about this on the online community survey as well to include some community input.

***C. Ordinance 2026-05 (Introduced on 02/02/26. Public Hearing, and Action Tonight)**

AN ORDINANCE ESTABLISHING A MORATORIUM ON SMALL SOLAR FACILITIES WITHIN THE CITY OF NEW CARLISLE, OHIO 1st: **Eggleston 2nd: Shamy** YES: Lindsey, Bahun, Grow, Eggleston, Shamy NAY: Cook ABSENT: Wright **Accepted 5-1-1** ex: Establish a moratorium on solar farms within the city

***D. Ordinance 2026-06 (Introduced on 02/02/26. Public Hearing, and Action Tonight)**

AN ORDINANCE ESTABLISHING A MORATORIUM ON DATA CENTERS WITHIN THE CITY OF NEW CARLISLE, OHIO 1st: **Shamy 2nd: Grow** YES: Eggleston, Shamy, Lindsey, Cook, Bahun, Grow NAY: 0 ABSENT: Wright **Accepted 6-0-1** ex: Establish a moratorium on data centers. Requested Mr. Hall to find some subject matter experts on these topics for possible discussion before any of these are made permanent.

E. Ordinance 2026-07 (Introduction Tonight. Public Hearing, and Action on 03/02/26)

AN ORDINANCE APPROVING AN EMPLOYMENT AGREEMENT WITH DONALD R. HALL III

12. **Other Business:**

Additional City Business

- Open for Discussion on City Related Business:
 - ◆ Council discussed other items they would like to see moratoriums for such as: Dollar stores, large commercial franchises, gas stations, tattoo parlors, garage sale stores, out of state LLC's buying property for rentals etc. These items will feed into the comprehensive plan and what we want the city identity to be – need to continue to things we want and what we want to limit.
 - ◆ Another item to think of is the vacant properties both commercial and residential. Mr. Moore discussed the vacant property registry and explained how it works and its benefits. Mr. Moore continues gathering more information about this topic.

- ◆ Mr. Hall suggested not to make decisions based on tax dollars, but looking at citizens as investors in this city, we need to protect our investors by making the city the best it can be. A good ROI will maximize everyone’s investment.

13. **Executive Session:**

14. **Return to Regular Session:**

15. **Adjournment: 1st Shamy 2nd: Grow at 7:20pm** YES: Eggleston, Shamy, Lindsey, Cook, Bahun, Grow
NAY: 0 ABSENT: Wright **Accepted 6-0-1**

Mayor William R. Lindsey

Clerk of Council Christine Stapleton

City Manager Report

March 2, 2026

A. DEPARTMENTAL REPORTS

- The Following Departmental Reports will be given at the next City Council meeting that will be held on Monday, March 16, 2026; Finance, Public Service, Fire/EMS, Police, Planning & Zoning, and Mayor's Court Report.

B. INFORMATIONAL ITEMS

- Discussion Topics
 - USS Update
 - Church Update
 - Rumpke Update
 - Comprehensive Plan Timeline
 - ◇ Attached
 - General Funston Historical Marker
 - ◇ Application Attached

Attachment Summary:

Comprehensive Plan Timeline
Ohio Historical Marker Application

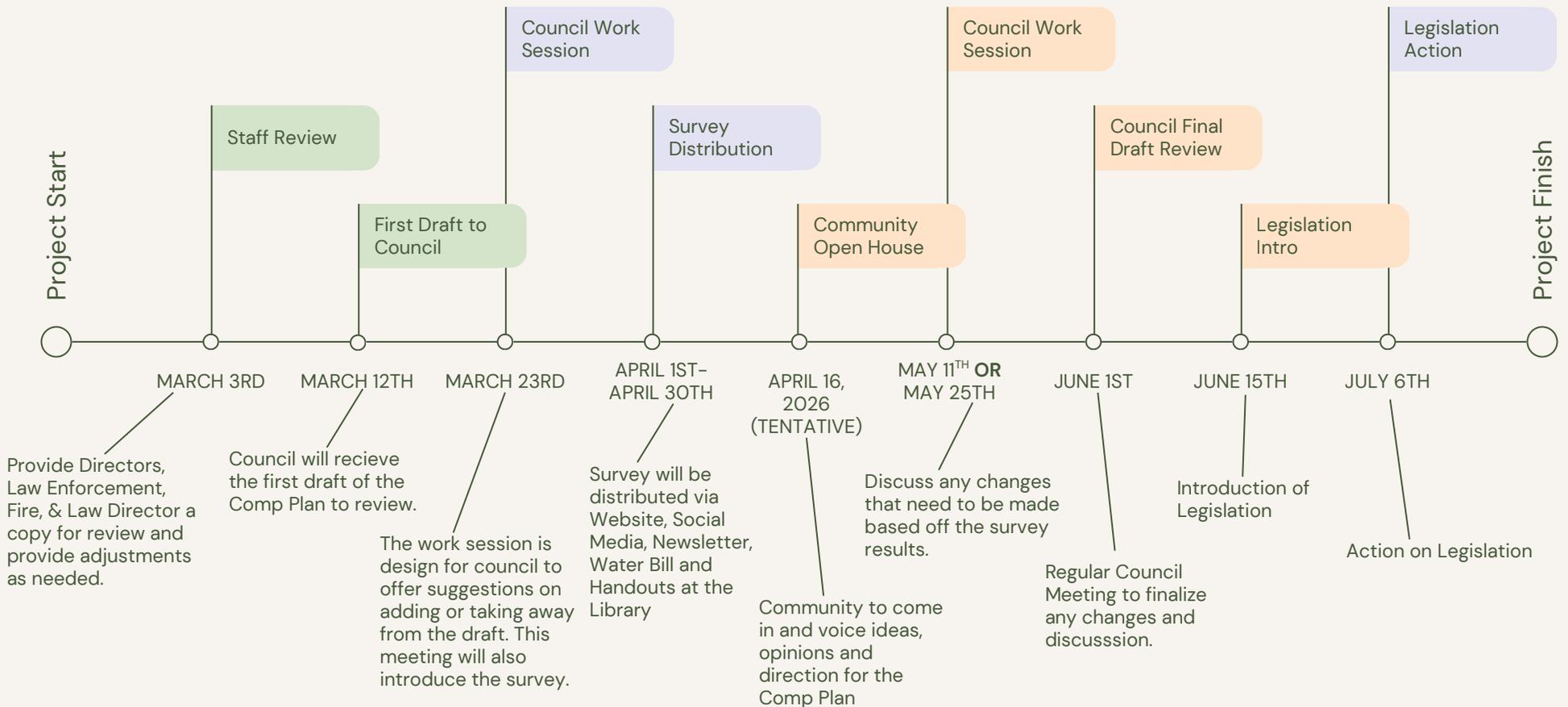
Motion summary:

Records Retention Schedule

- Motion to Approve: Records Retention Schedule (1st _____; 2nd _____; _____ to _____) (P/F)
- Motion to Authorize Christine Stapleton to Sign as the responsible official
(1st _____; 2nd _____; _____ to _____) (P/F)



COMPREHENSIVE PLAN TIMELINE





Ohio Historical Marker Application

Application Deadline: by noon May 1, 2026

Please use this paper form to prepare your materials and information prior to starting your electronic application found on RemarkableOhio.org <https://remarkableohio.org/>. While you can “save and continue later” using the button at the bottom of the electronic application, your link will expire after 30 days. We suggest you have all text ready and uploads scanned BEFORE starting the electronic file.

For additional assistance and information on completing the application, please refer to the *Marker Handbook* found on the “Propose A Marker” page.

All information is required. Missing information will eliminate your application from consideration.

- Research files and final marker text will be considered public record and made available to the public upon request. All other information on this application is confidential and for program use only.
- Due to the increased popularity of Ohio Historical Markers, we can only entertain one application from an individual or organization in any given round of applications.
- While submission of an application *does not guarantee* that a marker will be awarded, the Ohio Historical Markers program appreciates your efforts to provide the requested information.
- Please submit your completed electronic application, upload supporting materials, by noon on May 1 (or earlier). If you are unable to use the electronic application, please arrange with the Markers Program to submit paper application and supporting documents by noon on May 1 (or earlier).
- To be considered, all submissions or additions must arrive by noon on May 1 or earlier.
- During a SPECIAL CALL only applications relating to the requested topics will be considered. All topics will be considered the following year during an OPEN CALL.

MAILING ADDRESS:

Laura Russell, Historical Markers Manager
Ohio History Connection
800 East 17th Avenue
Columbus, Ohio 43211

EMAIL ADDRESS: lrussell@ohiohistory.org

OFFICE PHONE: 614-297-2360

Additional Funding (application must be made now)

For information about available funding, refer to grant criteria documents found on Propose A Marker page.

Select if applying for funding through the Ohio Historical Markers Grant.

Select if applying for funding through the Lucas Regional Marker Fund.

Select if applying for funding through the William G. Pomeroy Foundation.

PLEASE NOTE: Applicants may *only apply for one of these grants*. If you wish to have your marker application put into consideration for grant funds please check one now. Really, that is all you need to do! We cannot, however, add your name to this pool after the May 1 deadline.

Select if your application is part of a settlement with the State Historic Preservation Office? Such applications are not eligible to receive the grant funds above. To determine the amount of the "mitigation fee" to be added to the cost of your marker, please contact SHPO. Be prepared to supply a pdf of your signed MOA.

1. Title(s) of Marker

Side A: _____

Side B (if different): _____

This title or an edited version thereof will appear at the top of the marker and be used to identify it once erected. Keep titles short and interesting. It is recommended that you finalize the title after you draft your "Statement of Significance" and "Suggested Marker Text."

2. Subject of Marker: _____

It is suggested that you fill in this blank after you draft your "Statement of Significance" and "Suggested Marker Text." Briefly summarize the subject of the marker. Examples: "Biography," "Architecture," "Religion," or "Transportation." You may suggest up to 5 subjects.

3. Location of Proposed Marker

Include a written description, a marked map showing proposed placement of marker, and a photograph of the location. Be sure to note the relationship of the location of the marker to the subject matter.

Property Name (if applicable): _____

Address (street and number): _____

City or Village: _____ County: _____ State: _____ Zip: _____

SIZE OF LETTERS and LENGTH OF MARKER TEXT (for Ohio Historical Markers only)

Size of letters in text:

_____ 1" Letters (up to 90 words per side)

_____ 5/8" Letters (up to 125 words per side)

Length of marker text:

_____ Same text each side

_____ Different text each side

NOTE: Word counts do NOT include the title of the marker or the sponsor lines at the bottom. They DO include (*continued on/from other side*) if text is different each side but uses the same title.

ART WORK (for Ohio Historical Markers only)

Metal plate photo to be included _____ YES _____ NO

Custom art to be included _____ YES _____ NO

Be sure to UPLOAD all proposed art to the application.

Art must be submitted in a high resolution (300-600 dpi) JPEG file.

6. Funding Sponsor of Marker

Applicant or funding sponsor is responsible for funding the marker. This includes the purchase of the marker and all costs associated with the installation of the marker.

Name of Organization: _____

Contact Person: _____

Address (street and number): _____

City or Village: _____ State: _____ Zip: _____

Telephone: (_____) _____ Email: _____

Tax-Exempt: _____ YES _____ NO Tax-Exempt Number: _____

Note: the organization indicated above will be listed on the bottom of the marker as its lead sponsor, unless you receive funding from the William Pomeroy Foundation or the Lucas Regional Marker Fund. If more than one organization is to be credited, please list the names and contact information. NO MORE than 4 sponsors lines will appear on any marker. The bottom sponsor line will always be OHIO HISTORY CONNECTION.

*Additional funding sponsor: _____

*Additional funding sponsor: _____

7. Maintenance of Marker

Please upload a signed letter from the organization committing to long-term maintenance of the marker. Use template wording on organization's letterhead for this required maintenance agreement.

Name of Organization: _____

Contact Person: _____

Address (street and number): _____

City or Village: _____ State: _____ Zip: _____

Telephone: (_____) _____ Email: _____

8. Shipping Address

The shipping address must be a **commercial** address open between 8 am – 5 pm, Monday – Friday. It is the responsibility of the receiver at the shipping address to inspect the marker prior to accepting delivery.

Name of Organization: _____

Contact Person: _____

Address (street and number): _____

City or Village: _____ State: _____ Zip: _____

Telephone: (_____) _____ Email: _____

9. Statement of Significance

The "Statement of Significance" should explain *why* the person, place, event, or thing to be marked deserves recognition on an Ohio Historical Marker.

- Support all statements of fact with credible sources.
- Link every fact in your "Statement of Significance" with endnotes.
- Sources from the time of the topic being commemorated (primary sources) are strongly preferred over those that describe the topic years after the fact (secondary sources).
- Limit your statement to three typed 8.5 x 11 pages if possible.
- Item #12 asks for a legible scan of every source cited in your endnotes.

NOTE: The "Statement of Significance" must be typewritten on a separate sheet of paper and UPLOADED with your application.

10. Suggested Marker Text

Here is where you tell us what you would like your historical marker to say. All suggested marker texts are subject to revision at the discretion of the Ohio Historical Markers Program. Such editing may be done to ensure historical accuracy, to tighten meaning, to reflect what you told us in your "Statement of Significance," or to bring the text into a uniform marker "voice."

- DRAFT the historical marker text of between 90 to 125 words per side.
- Remember texts for Ohio Corporate Limit Markers cannot exceed 15 words.
- The text must be historically accurate, informative, and concise.
- Document every fact in your “Suggested Marker Text” with endnotes. As the website will not allow for word auto insertion of endnotes, add a number (1) behind your fact and then use the same number in the “Endnotes” section of the form to supply the note.
- Although endnotes will NOT be included on the finished marker they will be held on file at the Ohio History Connection.
- Add a word count to the bottom of your page. Do not count the title or sponsor lines or your endnote numbering.
- If you text continues onto Side B, please add 4 words per side: (A) “continued on the other side” and (B) “continued from the other side.” These are included in the word count.
- Remember, you can opt for two different titles on your marker.
- Item #12 asks for a legible scan of every source cited in your endnotes.

NOTE: The “Suggested Marker Text” (and endnotes) will be typed into the electronic application.

11. Bibliography

Please create a formal bibliography by listing all publications, manuscripts, or other references cited in your endnotes for both the “Statement of Significance” and “Suggested Marker Text” in the space below. If there is a reference that you found useful but did not cite, please include it in the bibliography as well. **Applications missing the bibliography will be returned as incomplete.**

12. Sources

Please **UPLOAD** a legible copy of every source cited in your “Statement of Significance” and “Suggested Marker Text,” as well as listed in your Bibliography.

- Please note, we do not need the entire book or original document, just the relevant pages and publication/location information.
- If a website is cited, please upload a copy of the pages cited. Web links frequently break and we want to both see and preserve your research.
- Your sources will be considered public record and made available to researchers asking for information about your marker research.
- Your sources will be shared with internal and external reviewers as well as grant committees making decisions about application acceptance and funding awards.
- The Ohio Historical Markers Program will carefully check every source you used in your research and writing and must be able to access all sources cited should they need more information than the pages supplied here.
- The markers program reserves the right to conduct their own research or ask for further information to be verified by the applicant.
- **Applications missing the requested sources will be returned as incomplete.**

13. Tentative Dedication Date _____

To help the marker program plan, what date do you hope to hold a marker dedication? Is it around a special event? PLEASE NOTE that you will not receive your marker until at least 12 months after the application deadline. As we cannot guarantee that markers will be finalized in time for your tentative date, PLEASE DO NOT confirm your dedication date or plans until your marker has been safely delivered.

14. Application Submitted By

By completing this section, I agree that:

- I have verified that the above information is accurate and correct to the best of my knowledge.
- I, or the organization I represent, am authorized to commit the person(s) or organization(s) named above to fund *and* maintain the marker.
- For the purpose of creating this marker, I will serve as the contact person between the local sponsor(s) of the application and the Ohio History Connection’s marker program staff. If I cannot serve in this capacity, I will inform the Historical Markers Program Coordinator who is so authorized and share that person’s contact information at the time of transfer.

Contact Name: _____

Name of Organization: _____

Organization Street and Number: _____

City / Village: _____ State: _____ Zip: _____

Telephone: (_____) _____ Email: _____

Signed: _____ Date: _____

Application Check List

Use the checklist below to ensure your application is ready to submit. If any item is missing, your application will be returned as incomplete.

- Did you complete ALL information in the following sections?
 - Location of Proposed Marker*
 - Owner of Property*
 - Funding Sponsor*
 - Maintenance of Marker*
 - Shipping Address*
 - Application Submitted By*

- Enclose a map and photograph showing placement of proposed marker?

- Include a signed letter from the property owner granting permission to erect a marker?

- Did you supply a tax exempt number for the funding sponsor of marker?
 Or is this not applicable?

- Include a signed letter of agreement from the marker maintenance designee?

- Attach your "Statement of Significance" including endnotes?

- Attach your "Suggested Marker Text" including endnotes?

- Does your initial draft of text not exceed 90-125 words per side?
(15 words for an Ohio Corporate Limit Marker)
 Did you include the word count at bottom of page?

- Include your "Bibliography" of sources used in both the statement and suggested marker text?

- Include legible copies of each source used to document the facts in BOTH the statement and suggested marker text?

- Did you check a box for grant consideration? Or is this not applicable?

- Did you include a signed copy of your MAO if this application is part of a mitigation settlement with the State Historic Preservation Office?
 Or is this not applicable?

If everything is in order, then you are ready to submit your online application!

TEMPLATE FOR PROPERTY OWNER PERMISSION LETTER.

Please use this template to create a letter on letterhead that includes the owner's name, address, phone number, and email. Please use a clean sheet rather than writing over this template.

RE: Property Owner Permission for Proposed Ohio Historical Marker

As owner of the [NAME] County property [INSERT ADDRESS] I grant permission for the proposed [INSERT MARKER NAME] Ohio Historical Marker to be erected at the location agreed upon by the applicant, myself, the Ohio History Connection, and the organization responsible for marker maintenance.

I fully understand that this permission includes the following:

- To allow the public to stand or sit on my property so that the marker may be easily read, viewed, photographed, and enjoyed;
- To allow access to the marker (free of charge) between dawn and dusk, seven days a week, and 365 days a year;
- To notify the organization responsible for marker maintenance if the marker is in need of cleaning, repair, or refurbishment, and to grant them access to the marker for any needed work;
- To promptly report to the Ohio Historical Markers Program and the marker maintenance organization if the marker is missing, damaged, or stolen, and to grant them access to the marker for any needed work;
- To allow (free of charge) photographs, location information, and address of the marker to be published on the Ohio Historical Marker website and held in the program's permanent marker file;
- To allow (free of charge) photographs, location information, and address of the marker to be published by individuals or organizations granted such usage by the Ohio Historical Markers Program;
- To allow the marker to stand in perpetuity and not remove or move it without consultation with the Ohio Historical Markers Program at the Ohio History Connection and to submission of the necessary relocation or retirement forms and photographs expected at the time;
- That should I sell or otherwise relinquish ownership of the property I will alert the Ohio Historical Markers Programs Program at the Ohio History Connection, the marker maintenance organization, and the new owner(s) so that arrangements may be made to continue this agreement.

I look forward to being a part of the Ohio Historical Markers Program and being a custodian of this important piece of Ohio's history.

Sincerely,

TEMPLATE FOR MARKER MAINTENANCE COMMITMENT LETTER.

Please use this template to create a letter on letterhead that includes the name, address, phone number, and email of the maintenance organization. Please use a clean sheet rather than writing over this template.

RE: Maintenance Commitment for Proposed Ohio Historical Marker

To Ohio History Connection Markers Program:

I am writing in regard to the proposed Ohio Historical Marker to be located at [ADDRESS or LOCATION]. I verify, on behalf of [YOUR ORGANIZATION NAME], that the said organization will be responsible for the maintenance of the marker.

I fully understand that this long-term maintenance commits the organization to the following:

- To bear responsibility for long-term maintenance and care of the marker including regularly cleaning with a clean cloth and warm soapy water (nothing abrasive or with wax), touch-up painting, and refurbishing the marker should it become too aged or weathered for continued display;
- To promptly report to the Ohio Historical Markers Program if the marker is missing, damaged, stolen, moved, refurbished, or retired;
- To submit to the Ohio Historical Markers Program up-to-date photographs of the marker and its location when filing a missing marker, relocation, or marker retirement form;
- To bear the responsibility for the full-cost of refurbishment and/or replacement of the marker should it be weather-worn, damaged, or stolen.

We also agree that we will not replace the marker with any facsimile but will work with Sewah Studios (the original manufacturer of the marker) and the Ohio Historical Markers Program should replacement become necessary.

We promise to care for the marker as we would any other object we value highly, for the benefit of the historical education of our visitors, our organization, and the citizens of Ohio.

Sincerely,

RESOLUTION 2026-07R

A RESOLUTION AUTHORIZING AN ADDENDUM TO THE CONTRACT WITH SWIMSAFE POOL MANAGEMENT, INC. FOR THE 2026 POOL SEASON

WHEREAS, on December 15, 2025, Council adopted Resolution 2025-18R authorizing a contract with SwimSafe Pool Management, Inc. (“SwimSafe”) for the operation and management of the New Carlisle Swimming Pool for the 2026 Pool Season (“SwimSafe Contract”); and

WHEREAS, the SwimSafe Contract establishes the compensation to be paid to SwimSafe for services provided during the 2026 pool season; and

WHEREAS, City administration has been advised that the handling of revenue and compensation for swim lessons differs from what is set forth in the SwimSafe Contract; and

WHEREAS, the gross revenue for swim lessons is anticipated to be no more than Two Thousand Dollars (\$2,000.00), with estimated net revenue of Eight Hundred Dollars (\$800.00) or less for the 2026 Pool Season; and

WHEREAS, the City desires to enter into the attached addendum to the SwimSafe Contract to clarify the parties’ respective rights and responsibilities concerning swim lessons.

NOW, THEREFORE, THE CITY OF NEW CARLISLE HEREBY RESOLVES 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 enter into the attached addendum to the SwimSafe Contract, substantially in the form attached hereto, and to take all actions necessary to carry out the intent of this Resolution.

SECTION 2. Except as expressly modified by the addendum, all terms and conditions of the SwimSafe Contract shall remain in full force and effect.

Passed this _____ day of _____, 2026.

William R. Lindsey, Mayor

Christine Stapleton, Clerk of Council

APPROVED AS TO FORM:

Jake Jeffries, Law Director

<input type="checkbox"/>	Bahun	Y		N
<input type="checkbox"/>	Cook	Y		N
<input type="checkbox"/>	Eggleston	Y		N
<input type="checkbox"/>	Grow	Y		N
<input type="checkbox"/>	Mayor Lindsey	Y		N
<input type="checkbox"/>	Vice Mayor Shamy	Y		N
<input type="checkbox"/>	Wright	Y		N

Totals:

Pass Fail

Introduction, First Reading and Action: 03/02/2026
Effective Date of Legislation: 03/17/2026

ADDENDUM TO SWIMMING POOL MANAGEMENT AND MAINTENANCE AGREEMENT

This Addendum (“Addendum”) is entered into by and between **SWIMSAFE POOL MANAGEMENT, INC.** (“SSPM”) and the **CITY OF NEW CARLISLE** (“Client”) and is incorporated into and made part of the Swimming Pool Management and Maintenance Agreement entered into between the parties with an effective date of January 1, 2026 (the “Agreement”).

Except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

PURPOSE OF ADDENDUM

SSPM and Client have entered into an Agreement whereby SSPM will provide pool management, maintenance, operation and other reasonably related services to the Client (the “Services”); and

SSPM’s Services include managing and providing swim lessons (“Swim Lessons”); and

This Addendum clarifies the parties’ rights and responsibilities with respect to Swim Lessons.

NOW THEREFORE, in consideration of the mutual covenants set forth below, the parties agree as follows:

1. COLLECTION AND HANDLING OF REVENUE

(a) SSPM shall manage registrations and collect the fees for Swim Lessons on behalf of Client. All revenues for Swim Lessons are collected for the benefit of Client.

(b) All revenues from the Swim Lessons shall be separately tracked. SSPM shall maintain accounting practices sufficient to identify all receipts, refunds, processing charges and instructor payments associated with Swim Lessons.

2. NET SWIM LESSON REVENUE

(a) SSPM may deduct only the following expenses from the gross revenue of the Swim Lessons:

- (1) Actual third-party online registration and payment processing fees for the Swim Lessons; and
- (2) Compensation paid to instructors for the Swim Lessons.

(b) No other expenses or fees may be deducted from the gross revenue of the Swim Lessons.

(c) The remaining balance after the permitted deductions shall be defined as “Net Swim Lesson Revenue.”

3. SCHEDULE FOR SWIM LESSONS

The schedule for the Swim Lessons set forth in Exhibit A to this Addendum replaces and supersedes any swim lesson schedule contained in the Agreement.

4. ACCOUNTING, REPORTING AND DISTRIBUTION

(a) Within thirty (30) days following the conclusion of all Swim Lessons set forth on Exhibit A, SSPM shall provide Client with a written accounting that includes, at a minimum:

- (1) Number of registrants and refunds issued;
- (2) Gross revenue collected from Swim Lessons;
- (3) Itemized permitted deductions;
- (4) Net Swim Lesson Revenue; and
- (5) Distribution owed to Client, if any.

(b) If the Net Swim Lesson Revenue equals or exceeds Five Hundred Dollars (\$500.00), SSPM and Client shall each receive fifty percent (50%) of such Net Swim Lesson Revenue.

(c) If the Net Swim Lesson Revenue is less than Five Hundred Dollars (\$500.00), SSPM shall retain the Net Swim Lesson Revenue and no payment shall be owed to Client.

(d) Any payment owed to Client shall be remitted within thirty (30) days after submission of the accounting described herein.

5. NO MODIFICATION OF BASE COMPENSATION

This Addendum establishes only a revenue-sharing arrangement for Swim Lessons and does not modify SSPM’s compensation under Section 2 of the Agreement.

6. CONFLICTS; INCORPORATION

This Addendum is adopted pursuant to Section 6(c) and 19 of the Agreement. In the event of any conflict between this Addendum and the Agreement, this Addendum shall control solely with respect to Swim Lessons.

CITY OF NEW CARLISLE

SWIMSAFE POOL MANAGEMENT, INC.

By: Donald R Hall III
Its: City of Manager

Approved as to Form:

Jacob M Jeffries, Director of Law

EXHIBIT A

Session	Days	Dates	Times	Levels
1	Mon-Thur	June 1 - June 11	10:30-11am	3,4
			11am-11:30am	1,2
2	Mon-Thur	June 15 - June 25	10:30-11am	3,4
			11am-11:30am	1,2
3	Mon-Thur	July 6 - July 16	10:30-11am	3,4
			11am-11:30am	1,2

ORDINANCE 2026-07

AN ORDINANCE APPROVING AN EMPLOYMENT AGREEMENT WITH DONALD R. HALL III

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 the City Manager’s compensation; and

WHEREAS, Donald R. Hall III began serving as City Manager on April 14, 2025; and

WHEREAS, Council has determined that Donald R. Hall III has met Council’s goals and objectives established for the City Manager; and

WHEREAS, Council desires to enter into a new Employment Agreement with Donald R. Hall III; and

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

WHEREAS, Council believes that entering into a new Employment Agreement with Donald R. Hall III is in the best interest of the City of New Carlisle.

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

Section 1. The appointment of Donald R. Hall III as the City Manager shall be continued 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 R. Hall III.

Section 3. The effective date of the Employment Agreement is April 14, 2026.

Passed this _____ day of _____, 2026.

William R. Lindsey, Mayor

Christine Stapleton, Clerk of Council

APPROVED AS TO FORM:

Jake Jeffries, Law Director

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

Introduction and First Reading: 02/17/2026
Second Reading and Action: 03/02/2026
Effective Date of Legislation: 03/17/2026

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

This Employment Agreement ("Agreement") is made by and between **Donald R. Hall III** ("Manager" and/or "Donald R. Hall III") and the **City of New Carlisle, Ohio** ("Council" and/or "City") effective April 14, 2026.

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 R. Hall III desire to continue Manager's employment 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. Continued Appointment

Donald R. Hall III shall continue his employment as the City Manager of the City of New Carlisle, Ohio.

2. Duties and Hours of Work

In his capacity as City Manager, Donald R. 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 the City's generally applicable compensatory time policies for exempt employees as set forth in the City's employee handbook, 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 twenty-four (24) months commencing April 14, 2026 and ending April 13, 2028 ("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 successive twelve (12) month periods unless written notice of non-renewal is given at least ninety (90) days prior to the expiration of the then-current 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 Twenty-Six Thousand Five Hundred Dollars (\$126,500.00), 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 increased or decreased by Council; however, Council shall not reduce Manager's annual base salary below \$126,500.00 without the prior written consent of the Manager, except upon (i) a determination by the Director of Finance and (ii) the passage of an ordinance, by the affirmative vote of at least five (5) members of Council, finding that such reduction is financially necessary and in the best interest of the City. Any reduction in salary in violation of this subsection shall constitute a material breach for purposes of Section 9(B)(iii).

(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 Five Hundred Dollars (\$500.00). 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 the City's employee handbook, 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.

Manager shall be entitled to two (2) extra weeks of vacation in addition to the four (4) weeks of vacation granted to exempt employees under the City's employee handbook, for a total of six (6) weeks per calendar year. Provided however, vacation may accrue to a maximum of eight (8) weeks of accumulation. The two (2) additional weeks of vacation granted to the Manager under this Section shall be for use as time off only and shall not be eligible for payout, cash-out or other monetary compensation under any circumstances.

(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 with or without cause 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.

(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, and not prohibited by Ohio law, to perform the duties of the City Manager under the terms of this Agreement, then Council agrees to pay the Manager severance equal to three (3) 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. Non-disclosure of a conflict of interest; and/or
 - f. Any other intentional act or omission involving dishonesty, fraud or a knowing violation of law that materially harms the City.

(B) Constructive Termination by Council. Manager's employment shall be deemed terminated by Council if Manager provides at least sixty (60) days' advance written notice of resignation to Council promptly after the occurrence of, and in no event later than thirty (30) days after Manager knew or reasonably should have known of, one or more of the following events:

- (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, reducing Manager's salary or other benefits in violation of Section 5(B) or by 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 three (3) 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. Upon expiration of the term, Manager shall continue to serve as City Manager unless and until Council terminates Manager's employment in accordance with Section 5.04 of the New Carlisle City Charter or Manager resigns. Manager's continued service after non-renewal shall be on an at-will basis and shall not be deemed to extend or renew this Agreement.

(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 and to the extent permitted by Ohio law, no claim for unemployment may be made by Manager until the expiration of the 3-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 the City's employee handbook, 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, but affording each party a fair opportunity to present evidence and cross-examine witnesses. 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, including arbitrator fees and administrative costs. Any recovery shall be limited to actual damages only.

Notwithstanding anything above to the contrary, Manager and City each specifically reserve the right to seek 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 (with confirmation of receipt) to -
Jacob M. Jeffries, Attorney at Law
E-Mail: jake@jhlawohio.com

If to Manager: Mailed or Personally Delivered to -
Donald R. 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.

(H) Survival. Sections 9, 12, 13 and 16 shall survive termination or expiration of this Agreement.

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

CITY OF NEW CARLISLE, OHIO

MANAGER

William R. Lindsey, Mayor

Donald R. Hall III

APPROVED AS TO FORM:

Jacob M. Jeffries, Law Director

Approved via Ordinance Number 2026-_____ and adopted by Council on March 2, 2026.

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.



Ohio History Connection
 State Archives of Ohio
 Local Government Records Program
 800 E. 17th Avenue
 Columbus, Ohio 43211-2474
 614.297.2553
localrecs@ohiohistory.org
www.ohiohistory.org/lgr

RECORDS RETENTION SCHEDULE (RC-2) – Part 1

See instructions before completing this form. Must be submitted with PART 2

Section A: Local Government Unit

City of New Carlisle	City Council and Clerk of Council's Office		
(Local Government Entity)	(Unit/Department)		
	Christine Stapleton	Clerk of Council	
(Signature of Responsible Official)	(Name)	(Title)	(Date)

Section B: Records Commission

New Carlisle	Records Commission	(937) 845-9492	
		(Telephone Number)	
331 S Church St	New Carlisle	45344	Clark
(Address)	(City)	(Zip Code)	(County)

To have this form returned to the Records Commission electronically, include an email address:

jake@jhlawohio.com

I hereby certify that our records commission met in an open meeting, as required by the [Ohio Revised Code, §121.22](#), and approved the schedules listed on this form and any continuation sheets. I further certify that our commission will make every effort to prevent these records series from being destroyed, transferred, or otherwise disposed of in violation of these schedules and that no record will be knowingly disposed of which pertains to any pending legal case, claim, action or request. This action is reflected in the minutes kept by this commission.

Records Commission Chair Signature	Date
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Section C: Ohio History Connection - State Archives

Signature	Title	Date
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Section D: Auditor of State

Signature	Title	Date
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Please Note: The State Archives retains RC-2 forms permanently. It is strongly recommended that the Records Commission retains a permanent copy of this form

Section E: RECORDS RETENTION SCHEDULE (RC- 2) – Part 2

See instructions before completing this form.

City of New Carlisle

City Council and Clerk of Council's Office

(Local Government Entity)

(Unit/Department)

(1) Schedule Number	(2) Record Title and Description	(3) Retention Period	(4) Media Type	(5) For use by Auditor of State or LGRP	(6) <u>For use by LGRP only</u> RC-3 Required
26-CO-1	Transient letters/memos including notes, text messages, phone messages, voicemail, meeting notes and other records which served to convey information of temporary importance	Retain until no longer administratively necessary	Paper or electronic		<input type="checkbox"/>
26-CO-2	General Correspondence	30 days	Paper or electronic		<input type="checkbox"/>
26-CO-3	Drafts	Retain until no longer administratively necessary	Paper or electronic		<input type="checkbox"/>
26-CO-4	Solicitations/Advertising	Retain until no longer administratively necessary	Paper or electronic		<input type="checkbox"/>
26-CO-5	Continuing Education Materials	Retain until no longer administratively necessary	Paper or electronic		<input type="checkbox"/>
26-CO-6	City Council Meeting Agendas	Permanent	Paper or electronic		<input type="checkbox"/>
26-CO-7	City Council Meeting Minutes	Permanent	Paper or electronic		<input type="checkbox"/>
26-CO-8	Copies of Agendas and Minutes	Retain until no longer administratively necessary	Paper or electronic		<input type="checkbox"/>
26-CO-9	Audio and Video Recordings of Meetings	1 year provided meeting info is substantively transcribed	Paper or electronic		<input type="checkbox"/>
26-CO-10	Payroll Records (including time sheets, comp time records, leave forms)	Until submitted to Finance Dept	Paper or electronic		<input type="checkbox"/>
26-CO-11	Requests for checks, invoices, cash reports	Until submitted to Finance Dept	Paper or electronic		<input type="checkbox"/>
26-CO-12	Travel Requests/Expense Reports	Until submitted to Finance Dept	Paper or electronic		<input type="checkbox"/>
26-CO-13	Contracts/Agreements for Equipment or Services	8 years after contract expiration	Paper or electronic		<input type="checkbox"/>

Section E: RECORDS RETENTION SCHEDULE (RC- 2) – Part 2

See instructions before completing this form.

City of New Carlisle

City Council and Clerk of Council's Office

(Local Government Entity)

(Unit/Department)

(1) Schedule Number	(2) Record Title and Description	(3) Retention Period	(4) Media Type	(5) For use by Auditor of State or LGRP	(6) <u>For use by LGRP only</u> RC-3 Required
26-CO-14	Charter Amendments	Permanent	Paper or electronic		<input type="checkbox"/>
26-CO-15	Council Member Files	Term of office, then appraised for historical value	Paper or electronic		<input type="checkbox"/>
26-CO-16	Ordinances	Permanent	Paper or electronic		<input type="checkbox"/>
26-CO-17	Petitions	5 years	Paper or electronic		<input type="checkbox"/>
26-CO-18	Proclamations	2 years	Paper or electronic		<input type="checkbox"/>
26-CO-19	Reports to Council	5 years	Paper or electronic		<input type="checkbox"/>
26-CO-20	Resolutions	Permanent	Paper or electronic		<input type="checkbox"/>
26-CO-21	Subject and Administrative Files	5 years	Paper or electronic		<input type="checkbox"/>
26-CO-22	Annexations	Permanent	Paper or electronic		<input type="checkbox"/>
26-CO-23	Notice of Public meeting (City Council and City Boards/ Commissions	3 years	Paper or electronic		<input type="checkbox"/>
26-CO-24	Liquor Permit Documentation -Approved -Denied	3 years approved, 1 year denied	Paper or electronic		<input type="checkbox"/>
26-CO-25	Ohio Ethics Commission Financial Disclosure Documentation	1 year	Paper or electronic		<input type="checkbox"/>
26-CO-26	Referendum Information	1 year	Paper or electronic		<input type="checkbox"/>

Section E: RECORDS RETENTION SCHEDULE (RC- 2) – Part 2

See instructions before completing this form.

City of New Carlisle

City Council and Clerk of Council's Office

(Local Government Entity)

(Unit/Department)

(1) Schedule Number	(2) Record Title and Description	(3) Retention Period	(4) Media Type	(5) For use by Auditor of State or LGRP	(6) <u>For use by LGRP only</u> RC-3 Required
26-CO-27	Council Events	1 year	Paper or electronic		<input type="checkbox"/>
26-CO-28	Oaths of Office	Term of office	Paper or electronic		<input type="checkbox"/>
26-CO-29	Boards/Commissions/Committees (Rosters, Oaths of Office, Applications)	Retain until no longer administratively feasible	Paper or electronic		<input type="checkbox"/>
26-CO-30	Boards/Commissions/Committees (Agendas and Minutes)	As maintained by department	Paper or electronic		<input type="checkbox"/>
					<input type="checkbox"/>
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