



CITY COUNCIL
REGULAR MEETING PACKET
September 8, 2026 @ 6:00pm 212 W. Jefferson St.

1. Call to Order: Mayor William Lindsey
2. Roll Call: Clerk of Council
3. Invocation: Father Jason Bedel
4. Pledge of Allegiance: All
5. Action on Minutes: 08/17/26 Regular Meeting
6. Communications: None
7. City Manager Report: Attached
8. Committee Reports:
9. Comments from Members of the Public: *Comments limited to 5 minutes or less

10. RESOLUTIONS: (2-Intro; – 2-Action*)

***A. Resolution 2026-23R (Introduction, Public Hearing, and Action Tonight)**

A RESOLUTION APPOINTING THE CITY MANAGER AS THE DESIGNEE FOR THE PUBLIC RECORDS TRAINING PROGRAM REQUIRED BY THE OHIO PUBLIC RECORDS ACT

***B. Resolution 2026-24R (Introduction, Public Hearing, and Action Tonight)**

A RESOLUTION ADOPTING A POLICY ALLOWING THE USE OF AN EMPLOYEE DISHONESTY AND FAITHFUL PERFORMANCE OF DUTY POLICY IN LIEU OF SURETY BONDS FOR PUBLIC OFFICERS, EMPLOYEES AND APPOINTEES

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

***A. Ordinance 2026-32 (Introduction on 08/17/26, Public Hearing, and Action Tonight)**

AN ORDINANCE AUTHORIZING CITY-OWNED PERSONAL PROPERTY WHICH IS NOT NEEDED FOR PUBLIC USE, OR IS OBSOLETE OR UNFIT FOR THE USE FOR WHICH IT WAS ACQUIRED, AND THAT HAS NO VALUE, TO BE DISCARDED OR SALVAGED

B. Ordinance 2026-33 (Introduction Tonight, Public Hearing, and Action on 09/21/26)

AN ORDINANCE AUTHORIZING A CONTRACT FOR THE PURCHASE OF DE-ICING ROCK SALT

C. Ordinance 2026-34 (Introduction Tonight, Public Hearing, and Action on 09/21/26)

AN ORDINANCE EXTENDING THE FRANCHISE FOR THE CURBSIDE COLLECTION AND DISPOSAL OF RESIDENTIAL GARBAGE, REFUSE AND RECYCLABLES IN THE CITY OF NEW CARLISLE, OHIO WITH RUMPKE

D. Ordinance 2026-35 (Introduction Tonight, Public Hearing, and Action on 09/21/26)

AN ORDINANCE AUTHORIZING THE CITY MANAGER, OR THE DIRECTOR OF PUBLIC SERVICE/ASSISTANT CITY MANAGER, TO ENTER INTO AN AGREEMENT WITH BURGESS & NIPLE, INC. FOR HYDRAULIC MODELING

E. Ordinance 2026-36 (Introduction Tonight, Public Hearing, and Action on 09/21/26)

AN ORDINANCE SUPPLEMENTING CERTAIN APPROPRIATIONS CONTAINED IN NEW CARLISLE CITY ORDINANCE 2025-48

12. OTHER BUSINESS:

- Additional City Business:
 - Open for Discussion on City Related Business

13. Executive Session:

14. Return to Regular Session:

15. Adjournment:

Next Regular Council Meeting is Monday, September 21, 2026 @ 212 W. Jefferson St. 6:00PM

REGULAR SESSION MEETING @ 212 W Jefferson on 8/17/26 @ 6:00 pm

- ## 5. Action on Minutes:

Cook, Bahun, Wright, Eggleston, Shamy NAY: 0 ABSTAIN: Grow **Accepted 6-0-1**

- ## 7. City Manager's Report:

City Manager Report

April 17, 2018

A. DEPARTMENTAL REPORTS

- o Services Report
- o Law/Police Report
- o Planning & Zoning, Mayor's Court/City Report
- o Finance Report
- o Minutes to Approve: Finance Report (1st - 2nd : 0 :) (PP)
- o Minutes to Approve Mayor's Financial Court (1st - 2nd : 0 :) (PP)

B. INFORMATIONAL ITEMS

- o Discussion Topics
 - Community Hall Updates
 - Waste Hydraulic Study

Attachments: None
Agenda: None

NOTE: AGENDA:

- o Finance Report
- o Mayor's Court

Service Department Updates 8/17/2006:

Public Works:

- Dues-Painting: Touch up of Church and Allegheny, by 8/14.
- Curb painting: Town Center Church, 17th and 18th/20th/22nd. Sealing to be continued on 8/27.
- Street Painting: Condon and 22nd to be 8/21
- Curb Painting: Wilkesville Area + some smaller areas, estimated 8/24-8/28

Check Cashes/Resurfacing Projects:

- 23 ADA maps are complete, 12 additional adjustments to start soon.

Additional Notes:

- Curbside Park Phase 2 complete, CDBG portion is complete.
- Wilkesville Park Resurfacing: Working on design, will be discussing with Parks and Recreation soon.
- Marion Meadows section 3: All utilities and subsoil maps are finished.
- Marion of Marion: CDBG Section 3: Utilities and subsoil maps are finished.
- Compost/Leaky Gas: Gas inspectors have completed all old segments. The total project will be completed around the end of summer. Also included in old segment of Park 34 & Main St. and Lake St. to Jefferson St.

City of New Canale
City Council Meeting
08 - 17 2026
Fire-EMS Report

As in the Month of July the New Canale Fire Division responded to 97 EMS calls in the city.

The Division responded to 5 fire related calls, 26 ground station or service calls & 6 false alarms.

We had 1 EMS call answered by myself, by Mike Tompkins and by Bethel Clark, and by Elizabeth Tompkins and by Betty Martin. Due to the incident 13 being on a response.

We answered 5 medical and EMS calls by Mike Tompkins and 10 the Bethel Clark, And 3 by the Bethel Martin and 1 by Elizabeth Tompkins.

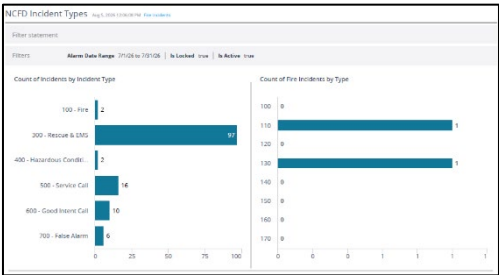
We were also able to respond medical 524 on a second medical run over the course in May.

Our total run count at time of this report was 1066.

The inspection Division conducted 4 business inspections and 6 occupancy inspections for the month.

We will have THREE smoke alarms for our citizens, just call the station at (977.454.8841) or stop by the station.

Sharon Truett
Fire Chief
City of New Canale

[illegible]

CITY OF NEW CARLISLE MAYOR'S COURT



Court Report June 17, 2026

Donovan, Shane of New Carlisle charged with Vegetation and Junk Inoperable Vehicles on Property. Case continued until July 1.

Sweeney, Timothy of New Carlisle pled no contest to Non-Compliance Suspension. Fined \$500 plus court cost. If defendant gets valid license within 120 days then \$400 will be suspended. Payment arrangements made.

Zimmer, Anthony of New Carlisle pled guilty to Non-Compliance Suspension. Valid at the time sentencing. Fined \$100 plus court cost. Payment arrangements made.

CITY OF NEW CARLISLE MAYOR'S COURT



Court Report July 14, 2026

Boring, Corwin of New Carlisle charged with Failure to Stop after an accident and Driving on a Closed Road. Case transferred to Clark County Municipal Court.

PAID THROUGH VIOLATION BUREAU

Hawkinberry, Dennis of Huber Heights, Speed 49/25, \$255

development, and guide strategic investments to ensure safe, efficient, and dependable water service for residents and businesses. The study can also help determine whether the addition of a new water tower is warranted by identifying capacity limitations, pressure deficiencies, and future growth needs, providing the data and justification necessary to support planning, funding, and construction of additional water storage infrastructure if needed.

8. **Committee Reports:** None

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

- **Janel Zimmerman, 219 Prentice Dr:** She appreciated the efforts being made to improve ventilation and reduce stuffiness in the new council meeting location. She also raised concerns regarding a significant pothole in the alleyway and asked about the timeline and plans for its repair.

10. **RESOLUTIONS:** (3-Intro; – 4-Action*)

***A. Resolution 2026-17R (Introduction on 08/03/26, Public Hearing, and Action Tonight)**

A RESOLUTION ADOPTING THE 2027-2031 CAPITAL IMPROVEMENT PROGRAM FOR THE CITY OF NEW CARLISLE, OHIO **1st: Shamy 2nd: Wright** YES: Eggleston, Shamy, Lindsey, Cook, Bahun, Grow, Wright NAY: 0 **Accepted 7-0** ex: 5-year financial plan

***B. Resolution 2026-20R (Introduction, Public Hearing, and Action Tonight)**

A RESOLUTION ADDING AN AUTHORIZED SIGNATORY FOR ALL FINANCIAL ACCOUNTS OF THE CITY OF NEW CARLISLE, OHIO **1st: Shamy 2nd: Eggleston** YES: Shamy, Lindsey, Cook, Bahun, Grow, Wright, Eggleston NAY: 0 **Accepted 7-0** ex: Allow Ellis Andrew Nichols, new finance director, to be a signatory on all financial accounts.

***C Resolution 2026-21R (Introduction, Public Hearing, and Action Tonight)**

A RESOLUTION AUTHORIZING A CONTRACT FOR THE PURCHASE OF NATURAL GAS **1st: Eggleston 2nd: Shamy** YES: Lindsey, Cook, Bahun, Grow, Wright, Eggleston, Shamy NAY: 0 **Accepted 7-0** ex: Contract for the City's natural gas rates.

***D Resolution 2026-22R (Introduction, Public Hearing, and Action Tonight)**

A RESOLUTION AUTHORIZING CONTRACTS FOR THE PURCHASE OF ELECTRICITY **1st: Shamy 2nd: Eggleston** YES: Shamy, Lindsey, Cook, Bahun, Grow, Wright, Eggleston NAY: 0 **Accepted 7-0** ex: Contract for the City's electricity rates.

11. **ORDINANCES:** (2-Intro; – 7-Action*)

***A. Ordinance 2026-24 (Introduction on 08/03/26, Public Hearing, and Action Tonight)**

AN ORDINANCE DETERMINING TO PROCEED WITH THE IMPROVEMENT OF CERTAIN PUBLIC STREETS LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF NEW CARLISLE, OHIO, AND WITHIN THE RESERVES AT HONEY CREEK – SECTION ONE STREET LIGHTING DISTRICT BY LIGHTING THEM **1st: Shamy 2nd: Eggleston** YES: Shamy, Lindsey, Cook, Bahun, Grow, Wright, Eggleston NAY: 0 **Accepted 7-0** ex: Annual legislation, moving to proceed.

***B. Ordinance 2026-25 (Introduction on 08/03/26, Public Hearing, and Action Tonight)**

AN ORDINANCE LEVYING ASSESSMENTS FOR THE IMPROVEMENT OF CERTAIN PUBLIC STREETS LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF NEW CARLISLE, OHIO, AND WITHIN THE RESERVES AT HONEY CREEK – SECTION ONE STREET LIGHTING DISTRICT BY LIGHTING THEM **1st: Shamy 2nd: Eggleston** YES: Shamy, Lindsey, Cook, Bahun, Grow, Wright, Eggleston NAY: 0 **Accepted 7-0** ex: Maps out the cost and will be assessed on taxes.

***C. Ordinance 2026-26 (Introduction on 08/03/26, Public Hearing, and Action Tonight)**

AN ORDINANCE DETERMINING TO PROCEED WITH THE IMPROVEMENT OF CERTAIN PUBLIC STREETS LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF NEW CARLISLE, OHIO BY LIGHTING THEM **1st: Shamy 2nd: Eggleston** YES: Shamy, Lindsey, Cook, Bahun, Grow, Wright, Eggleston NAY: 0 **Accepted 7-0** ex: Annual legislation, moving to proceed.

***D. Ordinance 2026-27 (Introduction on 08/03/26, Public Hearing, and Action Tonight)**

AN ORDINANCE LEVYING ASSESSMENTS FOR THE IMPROVEMENT OF CERTAIN PUBLIC STREETS LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF NEW CARLISLE, OHIO BY LIGHTING THEM **1st: Eggleston 2nd: Shamy** YES: Lindsey, Cook, Bahun, Grow, Wright, Eggleston, Shamy NAY: 0 **Accepted 7-0** ex: Maps out the cost and will be assessed on taxes.

***E. Ordinance 2026-28 (Introduction on 08/03/26, Public Hearing, and Action Tonight)**

AN ORDINANCE CERTIFYING TO THE CLARK COUNTY AUDITOR AND AUTHORIZING PLACEMENT ON THE TAX DUPLICATE OF CERTAIN UNPAID WEED AND GRASS CUTTING ASSESSMENTS FOR COLLECTION WITH REAL ESTATE TAXES **1st: Eggleston 2nd: Shamy** YES: Lindsey, Cook, Bahun, Grow, Wright, Eggleston, Shamy NAY: 0 **Accepted 7-0** ex: Required per ordinance – will be assessed on taxes for grass and weeds

***F. Ordinance 2026-29 (Introduction on 08/03/26, Public Hearing, and Action Tonight)**

AN ORDINANCE CERTIFYING TO THE CLARK COUNTY AUDITOR AND AUTHORIZING PLACEMENT ON THE TAX DUPLICATE CERTAIN DELINQUENT UTILITY ACCOUNTS FOR COLLECTION WITH REAL ESTATE TAXES **1st: Eggleston 2nd: Shamy** YES: Lindsey, Cook, Bahun, Grow, Wright, Eggleston, Shamy NAY: 0 **Accepted 7-0** ex: Required per Ordinance for utilities

***G. Ordinance 2026-31E (Introduction, Public Hearing, and Action Tonight)**

AN ORDINANCE AMENDING CHAPTER 276 OF THE CODIFIED ORDINANCES OF THE CITY OF NEW CARLISLE, OHIO FOR THE PURPOSE OF ESTABLISHING A COMPREHENSIVE PLAN STEERING COMMISSION, AND DECLARING AN EMERGENCY. **1st: Shamy 2nd: Wright** YES: Eggleston, Shamy, Lindsey, Cook, Bahun, Grow NAY: Wright **Accepted 6-1** ex: Required per Ordinance for utilities Establishing the Comprehensive Plan Steering Commission

H. Ordinance 2026-32 (Introduction Tonight, Public Hearing, and Action on 09/08/26)

AN ORDINANCE AUTHORIZING CITY-OWNED PERSONAL PROPERTY WHICH IS NOT NEEDED FOR PUBLIC USE, OR IS OBSOLETE OR UNFIT FOR THE USE FOR WHICH IT WAS ACQUIRED, AND THAT HAS NO VALUE, TO BE DISCARDED OR SALVAGED

12. Other Business:

Additional City Business

- First Day of School for Tecumseh is August 19th
- City Offices Closed September 7th for Labor Day
- Joint Board Meeting with Bethel Township on August 31 at 6:30 pm, with a meal served at 6:00 pm.
- Open for Discussion on City Related Business:
 - Council discussed new updates on the alcohol ballot.

13. **Executive Session:** None

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

15. **Adjournment: 1st Eggleston 2nd: Shamy at 6:43 pm** YES: Lindsey, Cook, Bahun, Grow, Wright, Eggleston, Shamy NAY: 0 **Accepted 7-0**

Mayor William R. Lindsey

Clerk of Council Stephanie White

City Manager Report

September 8, 2026

A. DEPARTMENTAL REPORTS

- The Following Departmental Reports will be given at the next City Council meeting that will be held on Monday, September 21, 2026; Finance, Public Service, Fire/EMS, Police, Planning & Zoning, and Mayor's Court Report.

B. INFORMATIONAL ITEMS

- Discussion Topics
 - Work Session Needed
 - ◇ Pool Summary
 - ◇ Comprehensive Steering Commission Interviews

Attachment Summary:

Motion summary:

RESOLUTION 2026-23R

**A RESOLUTION APPOINTING THE CITY MANAGER AS THE DESIGNEE FOR
THE PUBLIC RECORDS TRAINING PROGRAM REQUIRED BY THE OHIO
PUBLIC RECORDS ACT**

WHEREAS, Ohio Revised Code Sections 149.43(E) and 109.43 require elected officials, or their appropriate designees, to attend an approved public records training program during each term of office; and

WHEREAS, the members of City Council desire to appoint City Manager Donald R. Hall III as their designee for the required public records training program.

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

SECTION 1. The City Manager, Donald R. Hall III, is appointed as the designee for all members of City Council for the purpose of attending the public records training program required by the Ohio Public Records Act. The Council Members are as follows:

Mayor William R. Lindsey	Ben Bahun
Vice Mayor Chris Shamy	Peggy Eggleston
William Cook	Karriane Grow
Kathy Wright	

Passed this _____ day of _____, 2026.

William R. Lindsey, Mayor

Stephanie White, 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, First Reading and Action: 09/08/2026
Effective Date of Legislation: 09/23/2026

RESOLUTION 2026-24R

A RESOLUTION ADOPTING A POLICY ALLOWING THE USE OF AN EMPLOYEE DISHONESTY AND FAITHFUL PERFORMANCE OF DUTY POLICY IN LIEU OF SURETY BONDS FOR PUBLIC OFFICERS, EMPLOYEES AND APPOINTEES

WHEREAS, the City of New Carlisle, in Clark County, Ohio, is a member of the Public Entities Pool (“PEP”), a political subdivision risk pool established pursuant to O.R.C. § 2744.081; and

WHEREAS, House Bill 291, which was signed into law on December 20, 2018 and became effective March 20, 2019, has been codified as O.R.C. § 3.061, and authorizes the use of an “employee dishonesty and faithful performance of duty policy” instead of individual surety bonds, for trustees, employees and appointees who are otherwise required by Ohio law to acquire a bond before entering upon the discharge of duties; and

WHEREAS, in accordance with O.R.C. § 3.061, the “political subdivisions” (meaning counties, townships, and “municipal corporations,” including villages and cities) may adopt a policy by ordinance or resolution to allow the use of an “employee dishonesty and faithful performance of duty” coverage document, rather than a surety bond, to cover loss by fraudulent or dishonest actions of employees and failure of employees to faithfully perform duties; and all of the following shall apply to the policy:

1. An officer, employee or appointee shall be considered qualified to hold the office or employment, without acquiring bond, on the date the oath of office is taken, certified and filed as required by law.
2. An officer, employee or appointee shall have the employee dishonesty and faithful performance of duty policy in effect before the individual’s term of office or employment and the officer, employee or appointee shall not commence the discharge of duties until coverage is documented.
3. All officers, employees or appointees who would otherwise be required to file a bond before commencing the discharge of duties shall be covered by and are subject to the employee dishonesty and faithful performance of duty policy instead of a surety bond requirement.
4. The coverage amount for an officer, employee or appointee under an employee dishonesty and faithful performance of duty policy shall be equal to or greater than the maximum amount of bond otherwise required by law.
5. Prior to taking the oath of office and commencing the discharge of his or her duties, an officer, employee or appointee otherwise required by law to acquire an individual

surety bond for the faithful discharge of public duties shall obtain approval of the intent to use the PEP coverage agreement and affirm that the public entities coverage complies with O.R.C. § 3.061. Said approval shall be obtained by the City of New Carlisle, in Clark County, Ohio; and

WHEREAS, the City of New Carlisle’s “employee dishonesty and faithful performance of duty policy” through the PEP coverage document complies with O.R.C. § 3.061.

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

SECTION 1. The City of New Carlisle is authorized to purchase and use an “employee dishonesty and faithful performance of duty policy” through PEP instead of individual surety bonds for officers, employees and appointees who are otherwise required by law to acquire a bond before entering upon the discharge of duties.

Passed this _____ day of _____, 2026.

William R. Lindsey, Mayor

Stephanie White, 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, First Reading and Action: 09/08/2026

Effective Date of Legislation: 09/23/2026

ORDINANCE 2026-32

AN ORDINANCE AUTHORIZING CITY-OWNED PERSONAL PROPERTY WHICH IS NOT NEEDED FOR PUBLIC USE, OR IS OBSOLETE OR UNFIT FOR THE USE FOR WHICH IT WAS ACQUIRED, AND THAT HAS NO VALUE, TO BE DISCARDED OR SALVAGED

WHEREAS, the equipment of the City's Fire Division listed on the attached Exhibit A is no longer needed for public use, is past its useful life, has already been replaced and has no value; and

WHEREAS, pursuant to Revised Code Section 721.15(C), the City may discard or salvage municipal personal property that is not needed for public use, or is obsolete or unfit for the use for which it was acquired, and has no value; and

WHEREAS, Council has determined that it would be in the City's best interest to discard or salvage the listed property instead of continuing to store and maintain it.

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

Section 1. The municipal personal property listed on the attached Exhibit A is not needed for public use, or is obsolete or unfit for the use for which it was acquired, and has no value.

Section 2. The City Manager, or the Director of Public Service/Assistant City Manager as the City Manager's designee, is authorized and directed, in coordination with the Fire Chief, to discard or salvage all personal property listed on Exhibit A, and to execute all documents and perform all acts required to complete the same.

Passed this _____ day of _____, 2026.

William R. Lindsey, MAYOR

Stephanie White, Clerk of Council

APPROVED AS TO FORM:

Jacob M. Jeffries, DIRECTOR OF LAW

_____ 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:	08/17/2026
Second Reading and Action:	09/08/2026
Effective Date of Legislation:	09/23/2026

EXHIBIT A

Lightbars and wiring.

Hose adapters and miscellaneous connections.

Out of date Scott packs and bottles.

Scott masks out of date.

Air cascade system and bottles.

Failed inspection ladders and tools.

Miscellaneous speaker systems and wiring.

Old oxygen cylinder holder for medic damaged.

Expired and out of date gear 5 sets.

2 broken window ac units.

ORDINANCE 2026-33

AN ORDINANCE AUTHORIZING A CONTRACT FOR THE PURCHASE OF DE-ICING ROCK SALT

WHEREAS, it is necessary to provide rock salt to the Public Works Department of New Carlisle, Ohio for the purpose of de-icing for the 2026-2027 and 2027-2028 winter seasons; and

WHEREAS, the City of New Carlisle participated in the Southwest Ohio Purchasers for Government Cooperative Purchasing Program competitive bidding process for the purchase of de-icing rock salt; and

WHEREAS, bids for the furnishing of de-icing rock salt have been received, reviewed and evaluated.

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

SECTION 1. It is determined that the lowest responsive and responsible bid received by the City was submitted by American Rock Salt in the amount of \$116.62 per ton for the 2026-2027 winter season, with the option to renew for the 2027-2028 winter season at the same price in accordance with the terms of the bid documents.

SECTION 2. The City Manager, or the Director of Public Service/Assistant City Manager as the City Manager's designee, is authorized and directed to enter into a purchase contract on behalf of the City of New Carlisle with the successful bidder, as stated in Section 1 hereof, in accordance with all documents contained in the bid packet upon which the bid was received, and is further authorized to exercise the option to renew the contract for the 2027-2028 winter season in accordance with the terms of the bid documents.

Passed this _____ day of _____, 2026.

William R. Lindsey, Mayor

Stephanie White, 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: 09/08/2026
Second Reading and Action: 09/21/2026
Effective Date of Legislation: 10/06/2026

ORDINANCE 2026-34

AN ORDINANCE EXTENDING THE FRANCHISE FOR THE CURBSIDE COLLECTION AND DISPOSAL OF RESIDENTIAL GARBAGE, REFUSE AND RECYCLABLES IN THE CITY OF NEW CARLISLE, OHIO WITH RUMPKKE

WHEREAS, the City has established specifications regarding the collection and disposal of the garbage, refuse and recyclables of its residents; and

WHEREAS, on September 5, 2023, City Council, through the passage of Ordinance 2023-51, accepted Rumpke's bid and authorized a 3-year contract with Rumpke for the collection and disposal of residential garbage, refuse and recyclables; and

WHEREAS, the term of the contract is from December 2, 2023 to December 1, 2026 with an option for an extension of two (2) years at rates mutually agreed upon by the parties; and

WHEREAS, the City may exercise its option by notifying Rumpke of the City's intention to do so at least sixty (60) days in advance of the expiration of the current term of the contract; and

WHEREAS, Rumpke has submitted its rates for the proposed 2-year extension; and

WHEREAS, Section 4.13(c) of the City Charter requires the passage of an ordinance in order to grant, renew or extend a franchise.

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

Section 1. The contract with Rumpke for the collection and disposal of residential garbage, refuse and recyclables shall be extended for an additional two (2) years in accordance with the rates and terms set forth in the addendum attached hereto as Exhibit 1.

Section 2. The City Manager is hereby authorized and directed to enter into the attached addendum, on behalf of the City, and to execute any documents necessary to carry out this Ordinance that are not inconsistent with its terms.

Passed this _____ day of _____, 2026.

William R. Lindsey, Mayor

Stephanie White, 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: 09/08/2026
Second Reading and Action: 09/21/2026
Effective Date of Legislation: 10/06/2026

EXHIBIT 1

ADDENDUM TO NEW CARLISLE – RUMPKE FRANCHISE AGREEMENT

This Addendum (“Addendum”) is entered into this ____ day of _____, 2026, by and between RUMPKE OF OHIO, INC. (“RUMPKE”) and the CITY OF NEW CARLISLE (“CITY”) (RUMPKE and CITY each a “PARTY” and collectively, the “PARTIES”).

WHEREAS, the CITY and RUMPKE entered into the New Carlisle – Rumpke Franchise Agreement dated November 28, 2023 (“Agreement”); and

WHEREAS, the Agreement incorporates the City’s July 2023 Residential Trash Collections and Recycling Services Bid Specifications & Documents and RUMPKE’s bid submitted August 21, 2023 (collectively, “Incorporated Bid Documents”); and

WHEREAS, Section 2 of the Agreement authorizes the CITY to extend the franchise for two (2) additional years; and

WHEREAS, the parties desire to exercise the two-year extension, establish the rates applicable during the extension term, and clarify certain service, billing, customer-compliance and administrative responsibilities.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. EXTENSION OF TERM.

The term of the Agreement is extended for two (2) years, commencing December 2, 2026 and expiring December 1, 2028. This Addendum constitutes the CITY’s exercise of the extension option provided in Section 2 of the Agreement, subject to the rates and other terms set forth herein.

Upon the expiration or earlier termination of this Agreement, RUMPKE shall cooperate in the orderly transition of Collection Services to any successor provider designated by the CITY, including providing the CITY or its successor provider with account and service information reasonably necessary to ensure uninterrupted service, to the extent permitted by applicable law, and timely removing all carts and other equipment owned by RUMPKE from the Service Area in accordance with the CITY’s reasonable transition schedule.

2. SERVICE RATES.

During the extension term, RUMPKE shall invoice each account established pursuant to Section 6(a) quarterly in advance based upon the rates set forth on the attached Exhibit A.

3. CARRYOUT SERVICE.

RUMPKE shall offer optional Carryout Service to a Customer who requests collection from a location other than the ordinary curbside collection location. RUMPKE may charge the Customer \$33.00 per month for each month the service is provided.

4. BULK ITEMS.

RUMPKE does not require advance-notice for Bulk Item pickup. Therefore, the sentence in Section 3(e) of the Agreement stating, “Bulk Item pickup must be prescheduled a minimum of three (3) business days in advance” and the corresponding advance-notice requirement in Section 5 of the Incorporated Bid Documents are deleted.

5. ADDITIONAL MUNICIPAL LOCATION.

Section 4 of the Agreement is amended by adding the following municipal location:

“1. Former Church Building – 212 West Jefferson Street; Trash: One (1) 95-gallon cart, collected weekly; Recyclables: One (1) 95-gallon cart, collected weekly.”

6. OWNER BILLING AND ACCOUNT RESPONSIBILITY.

Section 6(a), "Customer Billing," of the Agreement is deleted in its entirety and replaced with the following:

a. **Customer Billing.** Effective December 2, 2026, each residential account established on or after that date shall be established and maintained in the name of the titled Owner of the Residential Unit, as reflected in the records of the Clark County Auditor. RUMPKE shall bill the Owner directly, regardless of whether the Residential Unit is owner-occupied or tenant-occupied. An Owner may designate a separate mailing address or authorized contact, but the account shall remain in the Owner's name.

All accounts shall be billed quarterly. Accounts may be billed prior to receiving the Collection Services, but the due date shall be no sooner than thirty (30) days from the date of the invoice. RUMPKE may assess a late payment fee, NSF check charges, reactivation and redelivery fees, and all costs associated with bad-debt collection. RUMPKE may suspend or terminate service to an account that becomes more than sixty (60) days past due, following fifteen (15) days' written notice to the account holder, and/or may place a lien upon the Residential Unit in accordance with Applicable Law. If Collection Service is reactivated, RUMPKE may charge a reactivation fee.

RUMPKE shall be solely responsible for establishing and administering customer accounts, identifying Owners, issuing bills and notices, collecting amounts due, implementing suspensions and reactivations, and resolving billing or account disputes.

The CITY may, upon reasonable request, provide RUMPKE with information already maintained by the CITY that is reasonably necessary to identify a Residential Unit or its Owner. The CITY shall not be required to investigate ownership or occupancy, monitor move-ins or move-outs, report evictions, collect amounts due, contact any Owner, occupant or account holder on RUMPKE's behalf, or guarantee the accuracy or completeness of information obtained from third-party records.

Nothing in this Section limits the CITY's authority to enforce Chapter 1060 or any other applicable ordinance.

7. ACCOUNT REQUIREMENT.

Section 3(a), "Exclusive Right; Exceptions; Enforcement," of the Agreement is deleted in its entirety and replaced with the following:

a. **Exclusive Right; Exceptions; Enforcement.** The CITY does hereby grant to RUMPKE and RUMPKE shall have the exclusive duty, right and privilege to provide Collection Services or otherwise handle all Trash (including Refuse, Recyclables, Yard Waste and Bulk Items) generated, deposited, accumulated or coming to exist at a Residential Unit in the Service Area. Collection Services which are not specifically described in this Agreement will be provided according to terms and pricing established by RUMPKE. Subject to Section 3(a)(i) below, Collection Services for each Residential Unit within the Service Area shall be provided exclusively by RUMPKE. The establishment and administration of customer accounts shall be governed by Section 6(a). Each Residential Unit shall maintain separate Collection Services and shall not share Collection Services with another Residential Unit.

i. Notwithstanding the above, nothing in this Agreement shall prevent any owner, occupant or tenant of a Residential Unit from personally handling, hauling, or transporting Trash generated by or from such Premises for purposes of disposing of the same at an authorized disposal area or transfer station, nor shall anything in this Agreement affect or limit the right of any person to sell Recyclables (i.e., receipt of a net payment) to any person lawfully engaged in the recycling

business in the Service Area or to donate Recyclables to any bona fide charity, provided that all such Recyclables are separated by the generator.

ii. The CITY shall use good faith efforts to protect and enforce RUMPKE's exclusive rights through the enforcement of applicable ordinances against persons or entities providing residential collection services in violation of this Agreement or applicable ordinances. RUMPKE shall be responsible for enforcing its contractual exclusivity rights through civil proceedings, including seeking injunctive relief, if necessary. Upon reasonable request, the CITY shall cooperate in such enforcement by providing reasonably available information or records, but nothing herein shall require the CITY to commence litigation or incur litigation expenses on RUMPKE's behalf.

8. CONFLICT; RATIFICATION.

This Addendum amends the Agreement and, to the extent expressly stated herein, the Incorporated Bid Documents. If a provision of this Addendum conflicts with the Agreement or the Incorporated Bid Documents, this Addendum controls. Except as expressly amended by this Addendum, all provisions of the Agreement and the Incorporated Bid Documents remain unchanged and in full force and effect. The Agreement, the Incorporated Bid Documents, and this Addendum shall be construed together as one instrument.

9. COUNTERPARTS AND ELECTRONIC SIGNATURES.

This Addendum may be executed in counterparts, each of which shall be deemed an original and all of which together constitute one instrument. Signatures transmitted electronically shall be treated as original signatures.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date first written above.

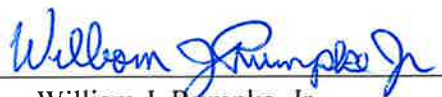
CITY OF NEW CARLISLE, OHIO

RUMPKE OF OHIO, INC.

By: _____

Donald R. Hall III, City Manager

Date: _____

By:  _____

Name: William J. Rumpke, Jr.

Title: President

Date: 8/21/26

Approved as to Form:

Jacob M. Jeffries, Law Director

EXHIBIT A

LOW VOLUME CART SERVICE 65-Gallon Trash Cart and 65-Gallon Recyclable Cart	
PRICE PER MONTH	PRICE PER QUARTER
12/2/2026 to 12/1/2027 - Monthly Rate: \$18.47	12/2/2026 to 12/1/2027 - Quarterly Rate: \$55.41
12/2/2027 to 12/1/2028 - Monthly Rate: \$19.21	12/2/2027 to 12/1/2028 - Quarterly Rate: \$57.63

Includes: (1) 65-Gallon trash cart and (1) 65-Gallon recycling cart

Additional carts are not available for this service option

STANDARD CART SERVICE 95-Gallon Trash Cart and 95-Gallon Recyclable Cart	
PRICE PER MONTH	PRICE PER QUARTER
12/2/2026 to 12/1/2027 - Monthly Rate: \$20.60	12/2/2026 to 12/1/2027 - Quarterly Rate: \$61.80
12/2/2027 to 12/1/2028 - Monthly Rate: \$21.43	12/2/2027 to 12/1/2028 - Quarterly Rate: \$64.29

Includes: (1) 95-Gallon trash cart and (1) 95-Gallon recycling cart

Additional carts available for the Standard Option Only

Additional 95-Gallon trash carts are available for \$16.50 per cart per quarter (\$5.50/month)

Additional 95-Gallon recycle carts are available for \$15.00 per cart per quarter (\$5.00/month)

Additional 65-Gallon trash carts are available for \$15.00 per cart per quarter (\$5.00/month)

Additional 65-Gallon recycle carts are available for \$12.00 per cart per quarter (\$4.00/month)

SENIOR CART SERVICE 35-Gallon Trash Cart <u>and</u> 35-Gallon Recyclable Cart	
PRICE PER MONTH	PRICE PER QUARTER
12/2/2026 to 12/1/2027 - Monthly Rate: \$14.15	12/2/2026 to 12/1/2027 - Quarterly Rate: \$42.45
12/2/2027 to 12/1/2028 - Monthly Rate: \$14.72	12/2/2027 to 12/1/2028 - Quarterly Rate: \$44.16

Includes: (1) 35-gallon trash cart and (1) 35-gallon recycling cart

Additional carts are not available for this service option

Residents may change service level one time per calendar year at no charge. Any additional service level changes will be billed at \$25.00 each.

ORDINANCE 2026-35

AN ORDINANCE AUTHORIZING THE CITY MANAGER, OR THE DIRECTOR OF
PUBLIC SERVICE/ASSISTANT CITY MANAGER, TO ENTER INTO AN
AGREEMENT WITH BURGESS & NIPLE, INC. FOR HYDRAULIC MODELING

WHEREAS, the City of New Carlisle's water distribution system is essential to its residents and businesses; and

WHEREAS, the creation of a hydraulic model would identify current operating issues, determine the need for additional water storage, and could be used to evaluate how proposed developments would impact the City's water distribution system; and

WHEREAS, the hydraulic model would continue to evolve as the City's water distribution system needs expand; and

WHEREAS, Burgess & Niple, Inc. has proposed the development of a hydraulic model that would fulfill the City's needs, as set forth in the terms of the agreement attached as Exhibit 1, for an amount not to exceed \$56,100.

**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 enter into the attached agreement on behalf of the City of New Carlisle with Burgess & Niple, Inc. for the creation of a hydraulic model for an amount not to exceed \$56,100, and to execute any documents necessary to carry out this Ordinance that are not inconsistent with its terms.

Passed this _____ day of _____, 2026.

William R. Lindsey, MAYOR

Stephanie White, Clerk of Council

APPROVED AS TO FORM:

Jacob M. Jeffries, DIRECTOR OF LAW

____ 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:	09/08/2026
Second Reading and Action:	09/21/2026
Effective Date of Legislation:	10/06/2026

EXHIBIT 1

Mr. Howard Kitko
Assistant City Manager / Service Director
City of New Carlisle
331 South Church Street
New Carlisle, OH 45344

Re: Letter Proposal
New Carlisle Hydraulic Modeling

August 28, 2026

Dear Mr. Kitko:

Burgess & Niple, Inc. (B&N) is pleased to submit this cost proposal for professional engineering services to the City of New Carlisle. The purpose of this proposal is to assist the City with planning water services to future developments. The project will include the creation of a calibrated hydraulic model to evaluate how proposed developments will impact the distribution system. This hydraulic model will be an asset to the City, and will assist the City with future planning, troubleshooting, and evaluating the distribution system.

SCOPE OF SERVICES:

Task 1.

- a. Data Collection, Model Creation, Model Calibration, Existing Modeling.
 - Collect and review existing shape files, mapping, and data provided by the City.
 - Create the Model (Shapefile conversion, development model demand alternatives/scenarios).
 - Confirm or edit the diameters, elevations, connections, valves, pumps, tanks
 - Collect metering and plant production data. The metering data (demands) will spatially allocated evenly and top users allocated individually.
 - Conduct flow test hydrants for model calibration (one day of field work with City assistance).
 - Calibrate the model based on hydrant testing to provide a reasonable representation of the distribution system.
- b. Hydraulic Analysis.
 - Run the model and develop a baseline understanding of how the distribution system currently operates and performs. Run the model and identify/document observations, irregularities, deficiencies and provide the City with an analysis of the current operating issues.
 - Evaluate the need for addition storage. This will require information and input from the City as recommended volume is a function of responsiveness to outages, fire flow duration requirements, and operational turnover.
 - Provide a color-coded available fire flow map for existing conditions (at max day demand with 20 psi residual pressure). Provide color-coded system maps for pressure, pipe diameter, and headloss. Output can be exported as GIS shapefiles as well upon request.

Task 2.

- a. Modeling of New Developments.
 - Create demand projection for future developments.

- Add future developments to the model.
- Run the model to see how new developments impact the system.
- Create and evaluate alternatives to adequately serve new developments (new transmission mains, loop closures, and other system improvements) and provide the desired level of system performance. Make recommendations based on the analysis and discussions with the City.
- Investigate effectiveness of interconnections for emergency purposes.
- Document results in a brief technical memorandum outlining recommended improvements.

OWNER'S RESPONSIBILITIES:

- Provide information on the new developments (how many units, what type of development, location, timeframe, etc.)
- Provide GIS shape files (parcels, road centerlines, buildings, etc) for the entire service area with ~ 1-mile buffer extended beyond City limits
- Provide organized and complete metering data in excel format.
- Provide data (tank operation, plant production, high service pump curves, etc.).
- Provide a clear map showing pipe diameters, valves, connections, etc.
- Provide requested information and reviews in a timely fashion
- Provide field assistance as needed for operation of valves and hydrants.

PROJECT SCHEDULE

- B&N has the availability to begin immediately after receiving notice-to-proceed.

COMPENSATION FOR SERVICES:

All work completed will be invoiced monthly, on an hourly basis not to exceed the cost of \$56,100. Additional services above this limit and not described above can be completed following approval by the City.

Invoices will be issued monthly. Payment to B&N is due upon receipt of invoice.

PROPOSAL VALIDITY

This proposal is valid provided we receive your authorization to proceed with 60 days from the date of this proposal.

TERMS AND CONDITIONS

Terms and Conditions are given in ***Attachment A***, which shall be incorporated into this proposal as if written herein and will become part of this Proposal when fully executed.

If you are in agreement with the above stated terms, please sign below and return an electronic copy which will serve as our notice-to-proceed.

Thank you for the opportunity to respond to your engineering needs. If you have any questions, please do not hesitate to contact us.

Sincerely,

BURGESS & NIPLE, INC.

CITY OF NEW CARISLE



Jeff Eilers
Vice President

Printed Name

Signature

8/28/2026
Date

Date

ATTACHMENT A
TERMS AND CONDITIONS

1. These Terms and Conditions are attached to and are part of this Proposal and are considered to be the Agreement between the Client and Burgess & Niple, Inc. (B&N) upon signature by both parties.
2. **Changes to Agreement.** Services beyond those stated herein can be provided by B&N upon written authorization of an addition fee and associated scope of additional services.
3. **Independent Contractor.** It is expressly understood and agreed that in the performance of their services under this Agreement, B&N shall not be considered an agent, i.e., an employee of the Client, but shall be considered an independent contractor.
4. **Standard of Care.** The standard of care for all professional and related services performed or furnished by B&N under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. B&N makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by B&N.
5. **Insurance.** B&N will maintain insurance coverage for workers compensation, employer's liability, general liability, automobile liability, and professional liability throughout the time of this agreement. Certificates of insurance will be provided upon request.
6. **Limitation of Liability.** To the fullest extent permitted by laws and regulations, and notwithstanding any other provision of this Agreement, Client agrees that the total liability, in the aggregate, of B&N and B&N's officers, directors, members, partners, agents, employees, and subconsultants, to the Client, its subsidiary and/or affiliated companies and their respective officers, directors, employees, agents, and anyone claiming by, through, or under Client for any and all injuries, claims, losses, expenses, damages whatsoever arising out of, resulting from or in any way relating to B&N's services, this Agreement or any Addenda, from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of B&N or B&N's officers, directors, members, partners, agents, employees, or subconsultants, shall be limited to the total amount of compensation received by B&N or \$50,000, whichever is greater.
7. **Ownership of Documents.** All documents prepared or furnished by B&N pursuant to this Agreement are instruments of B&N's professional service, and B&N shall retain an ownership and property interest therein. B&N grants Client a license to use instruments of B&N's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without B&N's written permission, shall be at Client's sole risk.
8. **Opinions of Cost.** When included in B&N's scope of services, opinions or estimates of probable construction cost are prepared on the basis of B&N's experience and qualifications and represent B&N's judgment as a professional generally familiar with the industry. However, since B&N has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, B&N cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from B&N's opinions or estimates of probable construction cost.
9. **Suspension of Services.** If Client fails to make any payment due to B&N for services and/or expenses within 60 days after receipt of B&N's invoice, B&N may, after giving seven days written notice to Client, suspend services under this Agreement until B&N has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against B&N for any such suspension.
10. **Force Majeure.** Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.
11. **Termination.** Client may terminate this Agreement with seven (7) days' prior written notice to B&N for convenience or cause. B&N may terminate this Agreement for cause with seven (7) days' prior written notice to Client. Failure of Client to make payments when due shall be cause for termination or, at the option of B&N, suspension of services under this Agreement until B&N has been paid all amounts due. The terminating party may set the effective date of termination at a time up to 30 days later than otherwise provided to allow B&N to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. In the event of any termination, B&N will be entitled to invoice Client and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

ORDINANCE 2026-36

AN ORDINANCE SUPPLEMENTING CERTAIN APPROPRIATIONS CONTAINED IN NEW CARLISLE CITY ORDINANCE 2025-48

WHEREAS, Ordinance 2025-48 is the Annual Appropriations Ordinance for the City of New Carlisle for the fiscal year ending December 31, 2026; 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 year ending December 31, 2026, the 2026 appropriations are hereby increased or decreased for the following fund/fund types by the amounts shown:

Fund #	Fund Name	Increase -(Decrease)	Reason
550	Waterworks Capital Improvement	\$ 56,100.00	Hydraulic Distribution Water Model
TOTAL APPROPRIATION INCREASE		<u>\$ 56,100.00</u>	

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 _____, 2026.

William R. Lindsey Mayor

Stephanie White, Clerk of Council

APPROVED AS TO FORM:

Jake Jeffries, Law Director

Introduction and First Reading:	09/08/2026
Second Reading and Action:	09/21/2026
Effective Date of Legislation:	10/06/2026