



BELLBROOK CITY COUNCIL AGENDA

April 25, 2016

7:00 pm—Regular Meeting

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Formal Approval of the City Council Work Session and Regular Meeting Minutes **of April 11, 2016**
5. Mayor's Announcements/Oath of Office
Oath of Office for Full-time Firefighter Taylor Click
Proclamation- Motor Cycle Awareness Month
6. Introduction of Ordinance
Ordinance 2016-5 An Ordinance Approving a Major Change to the Preliminary Plan for the Highview Terrace Subdivision. **(Edwards)**
7. Resolutions
Resolution 2016-N A Resolution Authorizing the City Manager to Sign an Agreement with the City of Xenia for Prosecution Services. **(Greenwood)**
8. City Manager's Report
9. Committee Reports
 - A. Service
 - B. Safety
 - C. Finance/Audit
 - D. Community Affairs
10. Old Business
11. New Business
Public Records Training, Mayor and Council to appoint Jami Kinion as designee
12. Open Discussion
13. Adjourn

City of Bellbrook

15 E. Franklin Street
Bellbrook, Ohio 45305

T (937) 848-4666

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www.cityofbellbrook.org

RECORD OF PROCEEDINGS
Minutes of Bellbrook City Council Meeting
April 11, 2016

PRESENT: Mr. Nick Edwards
Mr. Forrest Greenwood
Mr. Jon Martin
Mrs. Elaine Middlestetter
Mrs. Dona Seger-Lawson
Deputy Mayor Mike Schweller
Mayor Bob Baird

This is a summary of the City Council meeting held on Monday, April 11, 2016. Mayor Baird called the meeting to order at 7:00 pm and the Clerk called the roll.

After polling members of City Council, as there were no corrections or additions to the **regular meeting minutes of March 28, 2016**, Mayor Baird declared the minutes approved as written.

MAYOR'S ANNOUNCEMENTS/SPECIAL GUEST

The Mayor swore in Arthur Neff (term expires 12-31-19) to serve on the Historical Museum Board of Trustees

The Mayor thanked Mr. Neff for volunteering on this board.

Mayor Baird and Mrs. Seger-Lawson recused themselves from voting and any discussion on **Ordinance 2016-4**

PUBLIC HEARING OF ORDINANCE

Mrs. Middlestetter read **Ordinance 2016-4**. An Ordinance Authorizing the City Manager to Enter into an Agreement for Electric Generation Supply with a Competitive Retail Electric Service Provider. This ordinance will allow the City to jointly purchase electric supply with 29 municipalities. The current rate is just over .05 cents per kilowatt hour. Seeing this is a public hearing, Deputy Mayor Schweller opened the public hearing up for comments. Seeing no comments from the public the Deputy Mayor closed the public hearing and asked for a motion. **Mrs. Middlestetter made a motion to Adopt Ordinance No. 2016-4**. Mr. Martin seconded the motion. The Clerk called the roll. Mrs. Middlestetter, yes; Mr. Martin, yes; Mr. Edwards yes; Mr. Greenwood, yes; Deputy Mayor Schweller, yes. The motion carried 5-0.

RESOLUTIONS

Mr. Schweller read Resolution 2016-M. A Resolution Authorizing the City Manager to Sign an Agreement with the Greene County Engineer's Office for the Collective Paving Program for 2016. This resolution is for the annual repaving. The budget was \$150,000; the low bid came in at just over \$130,000. Once school is out, the contractor will be notified that he can begin the repaving. Mr. Martin asked since this project came in under budget are some other areas able to get paved. Mr. Schlagheck said that they are evaluating this now.

Mr. Schweller made a motion to adopt Resolution 2016-M. Mrs. Middlestetter seconded the motion. The Clerk called the roll: Mr. Schweller, yes; Mrs. Middlestetter, yes; Mr. Edwards yes; Mr.

RECORD OF PROCEEDINGS
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Greenwood, yes; Mr. Martin, yes; Mrs. Seger-Lawson, yes; Mayor Baird, yes. The motion was carried 7-0.

CITY MANAGER REPORT

Mr. Schlagheck told Council that the financial report for the first quarter will be out later this week. Mr. Schlagheck also said that everyone should have received the newsletter in the mail. The newsletter lists all of the activities of the Sugar Maple Festival. Also, the water quality report is now available on the website. Mr. Schlagheck told Council that the 2015 Financial Audit started today. He is hopeful that it will be completed in June or July. Lastly, Mr. Schlagheck mentioned that the public hearing for the revised preliminary plans for Highview Terrace will be held tomorrow night at 6:00.

COMMITTEE REPORTS

Service: Mrs. Seger-Lawson shared with Council a Service Report that she received from Mr. Dale Wilson, Service Director. They are transiting to summer operations. Total road salt used for the winter was 209 tons. The Service Department is cleaning the property on Ridgeway Road around the water stand pipes. Mr. Wilson also reported that the water meter upgrade is near completion. Also, they have taken delivery of the new box truck that was included in the 2016 budget. The truck will be used for water system maintenance. During the high wind event, power was lost at the Sackett-Wright and Washington Mill well fields. They utilized the newly acquired generators to power the well fields for 15 hours. Due to their preparedness, they were able to provide uninterrupted service. Mrs. Seger-Lawson thanked Mr. Wilson for the report.

Safety: No Report

Finance/Audit: No Report.

Community Affairs: Mrs. Middlestetter reminded residents of the traffic detours that will be in place with the Sugar Maple Festival. She also invited residents to come and enjoy the festival.

OPEN DISCUSSION

Mr. Greenwood asked Mr. Schlagheck about utilizing City parking in the Old Village District after hours. He said there are several businesses and more parking is needed. Mr. Greenwood wanted to know if any signage could be in place that would allow more parking. Mr. Schlagheck said that they will look into this.

Mrs. Middlestetter thanked Mr. Wilson for a good job managing things and being prepared. Mrs. Middlestetter also mentioned that the Chamber of Commerce has a calendar that list community events. If an organization wants to post an event to this calendar, contact the Chamber of Commerce.

Mr. Schweller wanted to thank the City Manager and staff for the City newsletter. He said that each one gets better. Mr. Schlagheck said that Mr. Buczek, Assistant to the City Manager deserves all the credit.

ADJOURN

Being no further business to come before this regular session of the Bellbrook City Council, Mayor Baird declared the meeting adjourned at 7:28 pm.

RECORD OF PROCEEDINGS
Minutes of Bellbrook City Council Meeting
April 11, 2016

Robert L. Baird, Mayor

Jami L. Kinion, Clerk of Council

RECORD OF ORDINANCES

Ordinance No. 2016-5

May 9, 2016

City of Bellbrook

Ordinance No. 2016-5

An Ordinance Approving a Major Change to the Preliminary Plan for the Highview Terrace Subdivision.

WHEREAS, the original preliminary plan for the Highview Terrace subdivision was approved by City Council on October 10, 2005; and

WHEREAS, a revised preliminary plan for the Highview Terrace subdivision was approved by City Council on May 8, 2006; and

WHEREAS, a major change to the preliminary plan for the Highview Terrace subdivision has been recommended by the Bellbrook Planning Board following their April 12, 2016 public hearing; and

WHEREAS, the proposed major change would:

- Incorporate Section One into the preliminary plan
- Reduce the number of buildable lots from 77 to 72
- Remove River Birch Court and reconfigure the lots in the removed roadway area
- Reduce the length of Sugar Maple Place to create two estate lots
- Add a roadway bulb in front of Lot #48 on Willowbrook Drive
- Move a detention basin from Lot #52 to proposed lots #73 and #74
- Regrade an existing pond for use as a retention pond on proposed Lot #73
- Allow the lot width to depth ratio for Lots #73 and #74 to be less than the requirements of the Subdivision Regulations
- Allow the perimeter setback along Lots #63 and #64 to be 25 feet rather than 50 feet; and

WHEREAS, the Planning Board voted unanimously to recommend approval of the major change request to City Council with three conditions.

Now, Therefore, the City of Bellbrook Hereby Ordains:

Section 1. That the major change to the preliminary plan for the Highview Terrace subdivision, as amended on the attached map, is hereby approved with the following three conditions:

1. To evaluate a reconfiguration of Lots #73 & #74 to support an emergency access easement;
2. To evaluate options for the cul-de-sac at Willowbrook Drive to allow for EMS ingress/egress only; and
3. That all engineering conditions shall meet the approval of IBI Group.

RECORD OF ORDINANCES

Ordinance No. 2016-5

May 9, 2016

Section 2. This ordinance shall take effect and be in force from and after the earliest period provided by law.

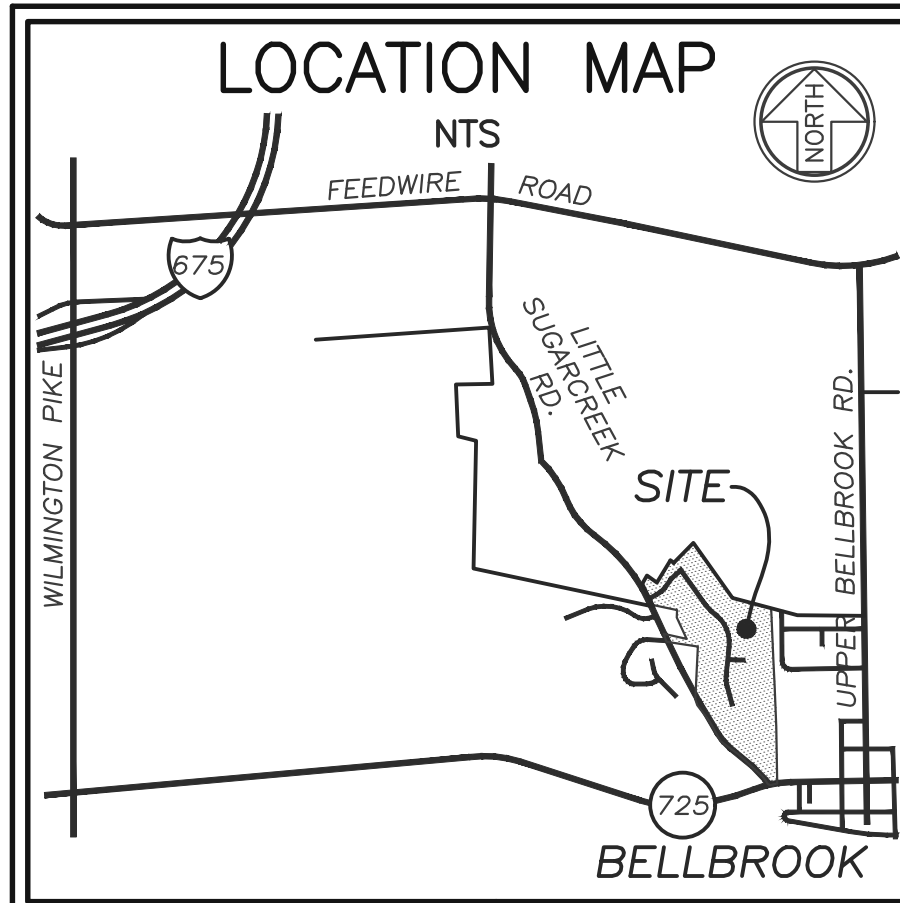
PASSED this ____ day of _____, 2016.

Robert L. Baird, Mayor

Jami L. Kinion, Clerk of Council

APPROVED AS TO FORM:

Patricia N. Campbell, Municipal Attorney



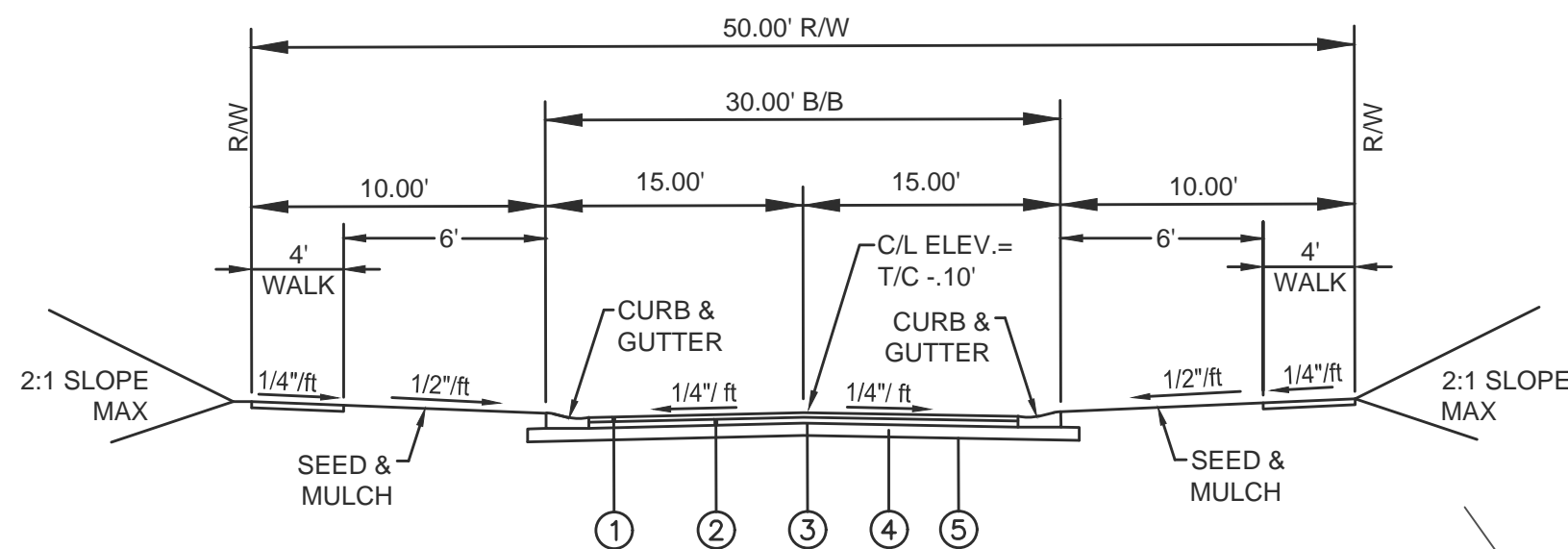
CONTROL POINTS			
DESCRIPTION	NORTHING	EASTING	ELEVATION
BES #110 / MAG NAIL SET	602900.43	1523794.40	826.76
BES #111 / MAG NAIL SET	601272.76	1524248.84	856.69
BES #112 / MAG NAIL SET	602110.01	1524321.47	—

KEY NOTE LEGEND

- EX. 8" WATER LINE TO BE CUT & CAPPED AT R/W LINE & REMOVED EAST OF R/W LINE.
- PLUG EX. 8" INV. EAST AT EX. MANHOLE. CUT EX. 8" SANITARY AT R/W. REMOVE ALL SANITARY FROM R/W TO THE EAST, INCLUDING MANHOLES. FILL EX. 8" SANITARY LINE FROM EX. MH IN SUGAR MAPLE PLACE TO R/W WITH GROUT.
- REVISE EX. CATCH BASINS TO AREA DRAIN AND REVISE TO GRADE.

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 77°30'26" W	29.96'
L2	N 85°28'58" E	86.66'
L3	S 45°38'42" E	28.79'
L4	S 28°26'14" E	138.87'
L5	S 49°31'14" E	501.75'
L6	S 34°58'41" E	301.90'
L7	S 24°20'17" E	299.49'
L8	S 33°03'15" E	101.30'
L9	N 56°56'45" E	112.68'
L10	N 30°13'21" W	603.27'
L11	N 37°33'31" W	276.32'
L12	N 44°13'29" W	369.31'
L13	N 33°57'54" W	49.05'

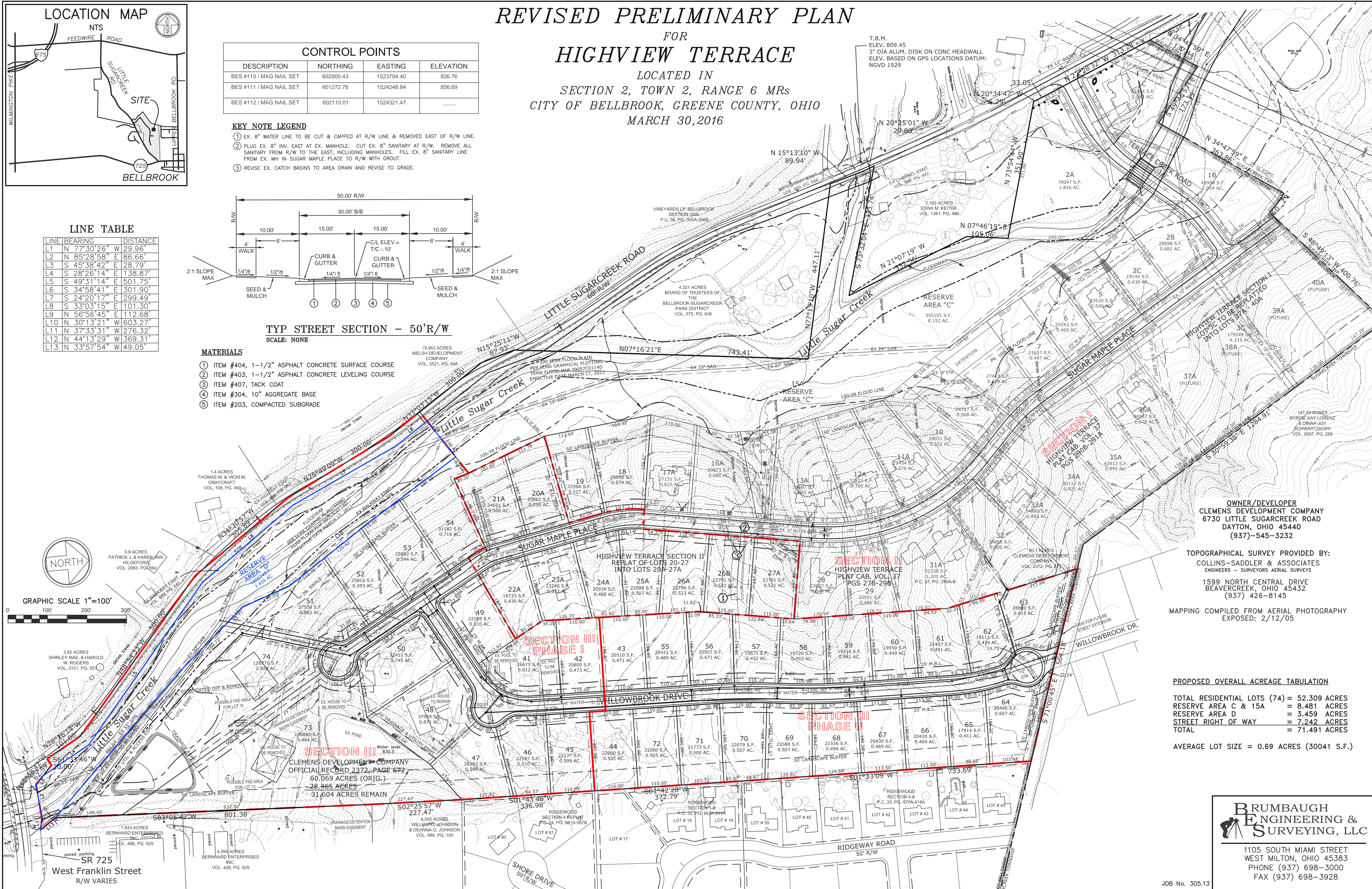


TYP STREET SECTION - 50'R/W
SCALE: NONE

MATERIALS

- ITEM #404, 1-1/2" ASPHALT CONCRETE SURFACE COURSE
- ITEM #403, 1-1/2" ASPHALT CONCRETE LEVELING COURSE
- ITEM #407, TACK COAT
- ITEM #304, 10" AGGREGATE BASE
- ITEM #203, COMPACTED SUBGRADE

REVISED PRELIMINARY PLAN
FOR
HIGHVIEW TERRACE
LOCATED IN
SECTION 2, TOWN 2, RANGE 6 MRs
CITY OF BELLBROOK, GREENE COUNTY, OHIO
MARCH 30, 2016



OWNER/DEVELOPER
CLEMENS DEVELOPMENT COMPANY
6730 LITTLE SUGARCREEK ROAD
DAYTON, OHIO 45440
(937)-545-3232

TOPOGRAPHICAL SURVEY PROVIDED BY:
COLLINS-SADDLER & ASSOCIATES
ENGINEERS - SURVEYORS AERIAL SURVEYS
1599 NORTH CENTRAL DRIVE
BEAVERCREEK, OHIO 45432
(937) 426-8145

MAPPING COMPILED FROM AERIAL PHOTOGRAPHY
EXPOSED: 2/12/05

PROPOSED OVERALL ACREAGE TABULATION

TOTAL RESIDENTIAL LOTS (74)	= 52.309 ACRES
RESERVE AREA C & 15A	= 8.481 ACRES
RESERVE AREA D	= 3.459 ACRES
STREET RIGHT OF WAY	= 7.242 ACRES
TOTAL	= 71.491 ACRES

AVERAGE LOT SIZE = 0.69 ACRES (30041 S.F.)

BRUMBAUGH ENGINEERING & SURVEYING, LLC
1105 SOUTH MIAMI STREET
WEST MILTON, OHIO 45383
PHONE (937) 698-3000
FAX (937) 698-3928

RECORD OF RESOLUTIONS

Resolution No. 2016-N

April 25, 2016

City of Bellbrook

Resolution No. 2016-N

A Resolution Authorizing the City Manager to Sign an Agreement with the City of Xenia for Prosecution Services.

WHEREAS, Section 238.01 of the Bellbrook Municipal Code establishes the office of Prosecuting Attorney for the City of Bellbrook and establishes conditions and qualifications for employment of the Prosecuting Attorney; and

WHEREAS, the City of Bellbrook has negotiated an agreement with the City of Xenia to provide prosecution services; and

WHEREAS, the agreement will be in effect for the period beginning May 1, 2016 and ending April 30, 2019.

Now, Therefore, the City of Bellbrook Hereby Resolves:

Section 1. That the City Manager is hereby authorized to sign the attached agreement with the City of Xenia.

Section 2. That this resolution shall take effect and be in force forthwith.

Robert L. Baird, Mayor

Jami L. Kinion, Clerk of Council

AGREEMENT

This agreement is made between the City of Xenia, Ohio (“Xenia”) and the City of Bellbrook, Ohio (“Bellbrook”), both parties being municipal corporations organized pursuant to the laws of the State of Ohio.

WHEREAS, the City of Xenia is the host city for the Xenia Municipal Court which has jurisdiction in the City of Bellbrook; and

WHEREAS, the City of Xenia, through its law department, provides municipal court prosecutorial services for its own jurisdiction; and

WHEREAS, the City of Bellbrook desires to engage the City of Xenia to provide municipal court prosecutorial services pursuant to the provisions of this agreement, and the City of Xenia desires to be so engaged;

NOW THEREFORE, the parties agree to the following terms, conditions, and promises:

1. Xenia shall provide for Bellbrook an attorney (attorneys) for prosecution services in the Xenia Municipal Court. For purposes of this agreement, prosecution shall mean the following:
 - a. Responding to questions from and advising the Bellbrook City Council and administrative staff, including the Bellbrook Police Department, on matters directly related to prosecution in the Xenia Municipal Court;
 - b. As necessary, reviewing charges and making charging recommendations;
 - c. Representing Bellbrook in the Xenia Municipal Court in all criminal matters for which the Court has proper jurisdiction and which arose in Bellbrook and in which defendant is charged with a violation of the Ohio Revised Code;
 - d. Representing Bellbrook in the Xenia Municipal Court in all criminal matters in which the plaintiff is the City of Bellbrook;
 - e. As necessary and proper, arranging for evidence and witnesses for hearings and trials, and preparing and forwarding to the Clerk of Court for delivery all necessary subpoenas;
 - f. As necessary and proper, appearing at hearings, responding to motions, and responding to discovery requests;
 - g. As necessary and proper, preparing and prosecuting cases at trial;
 - h. As necessary and proper, negotiating plea arrangements;
 - i. Except as provided for in paragraph 3, as necessary and proper, representing Bellbrook in cases appealed from Xenia Municipal Court to the Greene County Court of Appeals; and
 - j. As necessary and proper, providing all office and meeting space, office supplies, clerical and secretarial support staff and communications equipment to provide the services and work described in items (a) through (i) above.

2. At all times while this agreement is in effect, any and all attorneys provided by Xenia to represent Bellbrook shall be licensed and in good standing to practice law in the State of Ohio. In instances of sickness, vacation, conflict of interest or other valid reasons for absence of an attorney to represent Bellbrook, Xenia shall provide for Bellbrook a substitute prosecutor. Selection of a substitute prosecutor shall be at the discretion of Xenia and at no additional expense to Bellbrook.
3. In instances of Bellbrook criminal cases appealed from the Xenia Municipal Court to the Greene County Court of Appeals and in which Xenia provided trial court prosecution services, Xenia shall notify the Bellbrook City Manager or his/her designee upon receipt of a notice of such an appeal. Unless otherwise notified by the Bellbrook City Manager, Xenia shall provide prosecution services to represent Bellbrook in the appeal. Xenia's cost and expense for representing Bellbrook in each such appeal, excluding any cost for filing the appeal and any cost for transcript preparation, shall be included in and part of the payment for services amount referred to in paragraph 5 of this Agreement unless the total of attorney work hours devoted to any single appeal exceeds sixty (60). In the event the total amount of attorney hours devoted to any single appeal exceeds sixty (60), then in such event Bellbrook shall make payment to Xenia in the amount of Eighty Dollars and No Cents (\$80.00) for each hour exceeding sixty (60) hours that is devoted to any single appellate case. Xenia shall submit a statement for such appellate work and Bellbrook shall make payment of same within thirty (30) days from statement date.
4. In the instance of any case appealed from the Greene County Court of Appeals to the Ohio Supreme Court and in which Xenia provided prosecution or appellate services, upon the request of Bellbrook and upon agreement of the parties as to suitable payment arrangements, Xenia shall represent Bellbrook before the Ohio Supreme Court in cases appealed to that same Court.
5. For the services provided pursuant to paragraph 1 of this Agreement, Bellbrook shall pay annually to Xenia the amount of \$15,000 per year. This amount shall be increased annually by two percent(2%). Bellbrook shall make payment to Xenia in equal quarterly payments beginning May 1, 2016 until April 30, 2019. Said quarterly payments shall be made in advance on or before May 1, August 1, November 1, and February 1 of each year. The initial quarterly payment may be remitted by the City of Bellbrook after May 1, 2016 and may be combined with the second quarterly payment for convenience at Bellbrook's discretion. The City of Xenia shall provide to the City of Bellbrook a quarterly invoice for the services. The parties agree that appellate services provided for attorney hours exceeding sixty (60) for each appeal and for any representation before the Ohio Supreme Court shall be billed separately from quarterly statements.
6. This signed and executed Agreement shall take effect May 1, 2016 and shall extend through April 30, 2019. Any amendments to this agreement shall be in writing, agreed upon and signed by all parties. Any party may after December 31, 2016, upon providing thirty (30) days advance written notice to the other party, seek to modify or terminate this Agreement. If at the end of the thirty (30) day period the parties have not agreed to amend or modify this Agreement, this Agreement may be terminated immediately.
7. All notices required by this Agreement or related to this Agreement shall be provided by either personal "hand delivery" or by U.S. mail, certified, return receipt requested and sent to:
 - a) If to Bellbrook:

Bellbrook City Manager
15 E. Franklin St.
Bellbrook, OH 45305

b) If to Xenia:

Xenia City Manager
101 North Detroit Street
Xenia, OH 45385

With a copy to:

Xenia Law Director
101 North Detroit Street
Xenia, OH 45385

8. All expenses incurred by Xenia for expert witness, preparation of exhibits, and preparation of demonstrative evidence required for Bellbrook trials shall be reimbursed to Xenia by Bellbrook when such total costs exceed \$250.00 per trial. Bellbrook shall reimburse Xenia at Xenia's direct cost for all costs incurred by Xenia for appellate filing fees and all transcript preparation expenses for Bellbrook cases represented by Xenia on appeal.

IN WITNESS WHEREOF, by the signatures of their respective authorized representatives, the parties agree to the above terms, conditions, and promises.

CITY OF BELLBROOK, OHIO

CITY OF XENIA, OHIO

By _____ Date _____
Mark Schlagheck
City Manager

By _____ Date _____
Brent Merriman
City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Patricia Campbell, Municipal Attorney
City of Bellbrook

Matt Stokely, Interim Law Director
City of Xenia