



# CITY OF BELLBROOK

FOUNDED 1816

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## BELLBROOK CITY COUNCIL AGENDA

July 13, 2015

6:00 pm—Work Session

7:00 pm—Regular Meeting

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Formal Approval of the Executive Session and Regular City Council Meeting Minutes of **June 8, 2015**
5. Mayor's Announcements / Special Guests
  - Marty Heide, Congressman Turner's Office—Traveling Abroad and DC Tours
  - Greg Sparks, Bellbrook Bicentennial Celebration Committee

6. Public Hearing of Ordinances

**Ordinance No. 2015-9** Authorizing the City Manager/Finance Director to submit the Tax Budget for Fiscal Year 2016 to the Greene County Auditor (**Schweller**)

7. Introduction of Ordinances

**Ordinance No. 2015-10** Amending appropriation Ordinance 2014-10 to adjust the City of Bellbrook appropriations to reflect additional costs in some line items and reduced costs in others (**Edwards**)

**Ordinance No. 2015-11** Amending Chapter 1042 "Water" of the Bellbrook Municipal Code (**Martin**)

8. Resolutions

**Resolution No. 2015-S** Authorizing the City Manager to adjust the pay scale of City positions not covered by Collective Bargaining Agreement (**Sege-Lawson**)

**Resolution No. 2015-T** Authorizing the City Manager to enter into an agreement with the Bellbrook-Sugarcreek Local School District for security at home football games (**Greenwood**)

**Resolution No. 2015-U** Authorizing the City Manager to enter into an agreement with the Bellbrook-Sugarcreek Local School District for school security (**Middlestetter**)

**Resolution No. 2015-V** Ratifying the action of the City Manager in executing an agreement for City Prosecution (**Schweller**)

**Resolution No. 2015-W** Authorizing the City Manager to enter into an Energy Efficient Lighting Service Agreement with Energy Optimizers, USA, LLC (Martin)

9. City Manager's Report

10. Committee Reports

A. Service

B. Safety

C. Finance/Audit

D. Community Affairs

- Recommend appointment of Jennifer Bowersock to the Village Review Board to fill an unexpired term that expires January 31, 2018

11. Old Business

12. New Business

13. Open Discussion

14. Adjourn

# RECORD OF PROCEEDINGS

Minutes of Bellbrook City Council Meeting

Executive Session

June 8, 2015

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

This is a summary of the City Council executive session held on June 6, 2015 at 6:00 pm to discuss personnel matters, regarding the employment of a public employee.

**Mr. Schweller made a motion to go into executive session at 6:00 pm to discuss the employment of a public employee.** Mr. Edwards seconded the motion. The Clerk called the roll: Mr. Schweller, yes; Mr. Edwards, yes; Mr. Greenwood, yes; Mr. Martin, yes; Mrs. Middlestetter, yes; Mrs. Seger-Lawson, yes; Mayor Baird, yes. The motion was carried 7-0.

**Mrs. Seger-Lawson made a motion to exit out of executive session at 6:59 pm.** Mrs. Seger-Lawson seconded the motion. The Clerk called the roll: Mrs. Seger-Lawson, yes; Mrs. Middlestetter, yes; Mr. Edwards, yes; Mr. Greenwood, yes; Mr. Martin, yes; Mr. Schweller, yes; Mayor Baird, yes. The motion was carried 7-0.

Being no further business to discuss the executive session ended at 6:59 pm.

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Robert L. Baird, Mayor

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Carrie C. Smith, Clerk of Council



# RECORD OF PROCEEDINGS

Minutes of Bellbrook City Council Meeting

June 8, 2015

**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, June 8, 2015. 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 May 11, 2015**, Mayor Baird declared the minutes approved as written.

## **PUBLIC HEARING OF ORDINANCES**

Mayor Baird opened the public hearing for the following Ordinances.

Mrs. Middlestetter read **Ordinance No. 2015-5** Repealing Chapter 1220 “Planning Board” of the Bellbrook Municipal Code in its entirety.

This Ordinance will repeal a section of the Code from 1977 which states Planning Board members must be elected. In 1987 the Charter was changed and Planning Board members would be appointed by Council, however this section of the Code was not changed to match at that time.

Being no comments from Council or the public. Mayor Baird closed the public hearing and asked for a motion.

**Mrs. Middlestetter made a motion to introduce Ordinance No. 2015-5.** Mr. Martin seconded the motion. The Clerk called the roll: Mrs. Middlestetter, yes; Mr. Martin, yes; Mr. Edwards, yes; Mr. Greenwood, yes; Mrs. Seger-Lawson, yes; Mr. Schweller, yes; Mayor Baird, yes. The motion was carried 7-0.

Mr. Edwards read **Ordinance No. 2015-6** Amending Chapter 1224 “Subdivision Regulations” of the Bellbrook Municipal Code and adopting the revised City of Bellbrook Subdivision Regulations.

The last subdivision regulations update was in 1989. The City has spent the last two years reviewing and updating the regulations and fees.

Being no comments from Council or the public. Mayor Baird closed the public hearing and asked for a motion.

# RECORD OF PROCEEDINGS

Minutes of Bellbrook City Council Meeting

June 8, 2015

**Mr. Edwards made a motion to introduce Ordinance No. 2015-6.** Mr. Martin seconded the motion. The Clerk called the roll: Mr. Edwards, yes; Mr. Martin, yes; Mr. Greenwood, yes; Mrs. Middlestetter, yes; Mrs. Seger-Lawson, yes; Mr. Schweller, yes; Mayor Baird, yes. The motion was carried 7-0.

Mr. Martin read **Ordinance No. 2015-7** Amending Chapter 1226 “Erosion Control, Sediment Abatement, and Stormwater Management” of the Bellbrook Municipal Code to establish fees in its entirety.

This Ordinance will include the fees in Chapter 1226. These fees were previously included in the Zoning Code.

Being no comments from Council or the public. Mayor Baird closed the public hearing and asked for a motion.

**Mr. Martin made a motion to introduce Ordinance No. 2015-7.** Mr. Schweller seconded the motion. The Clerk called the roll: Mr. Martin, yes; Mr. Schweller, yes; Mr. Edwards, yes; Mr. Greenwood, yes; Mrs. Middlestetter, yes; Mrs. Seger-Lawson, yes; Mayor Baird, yes. The motion was carried 7-0.

Mrs. Seger-Lawson read **Ordinance No. 2015-8** Amending Chapter 1244 “Zoning Permits and Certificates” of the Bellbrook Municipal Code.

This Ordinance will make the Zoning Code and Municipal Code consistent. These fees were changed in 2012 however they were not changed in this section of the Municipal Code.

Being no comments from Council or the public. Mayor Baird closed the public hearing and asked for a motion.

**Mrs. Seger-Lawson made a motion to introduce Ordinance No. 2015-8.** Mrs. Middlestetter seconded the motion. The Clerk called the roll: Mrs. Seger-Lawson, yes; Mrs. Middlestetter, yes; Mr. Edwards, yes; Mr. Greenwood, yes; Mr. Martin, yes; Mr. Schweller, yes; Mayor Baird, yes. The motion was carried 7-0.

## **INTRODUCTION OF ORDINANCES**

Mr. Schweller read **Ordinance No. 2015-9** authorizing the City Manager/Finance Director to submit the Tax Budget for fiscal year 2016 to the Greene County Auditor.

This is an estimate of the property taxes for 2016, as they are today. A public hearing will be held on July 13<sup>th</sup>.

# RECORD OF PROCEEDINGS

Minutes of Bellbrook City Council Meeting

June 8, 2015

**Mr. Schweller made a motion to introduce Ordinance No. 2015-9.** Mrs. Seger-Lawson seconded the motion. The Clerk called the roll: Mr. Schweller, yes; Mrs. Seger-Lawson, yes; Mr. Edwards, yes; Mr. Greenwood, yes; Mr. Martin, yes; Mrs. Middlestetter, yes; Mayor Baird, yes. The motion was carried 7-0.

## RESOLUTIONS

Mrs. Middlestetter read **Resolution No. 2015-O** approving an agreement for the employment of the Municipal Attorney.

Mr. Schlagheck reported that Patricia Campbell has just completed her first year as the Municipal Attorney and he is pleased with her services. The new agreement is effective from July 1, 2015 through June 30, 2017.

**Mrs. Middlestetter made a motion to adopt Resolution No. 2015-O.** Mr. Martin seconded the motion. The Clerk called the roll: Mrs. Middlestetter, yes; Mr. Martin, yes; Mr. Edwards, yes; Mr. Greenwood, yes; Mrs. Seger-Lawson, yes; Mr. Schweller, yes; Mayor Baird, yes. The motion was carried 7-0.

Mrs. Seger-Lawson read **Resolution No. 2015-P** Declaring specific equipment no longer needed by the City of Bellbrook as surplus property and authorizing the City Manager to dispose of said surplus property.

This resolution declared the 1992 dump truck as surplus. This truck and plow will be replaced by the new truck that was approved for purchase earlier this year. The truck will be listed on govdeals.com.

**Mrs. Seger-Lawson made a motion to adopt Resolution No. 2015-P.** Mr. Edwards seconded the motion. The Clerk called the roll: Mrs. Seger-Lawson, yes; Mr. Edwards, yes; Mr. Greenwood, yes; Mr. Martin, yes; Mrs. Middlestetter, yes; Mr. Schweller, yes; Mayor Baird, yes. The motion was carried 7-0.

Mr. Greenwood read **Resolution No. 2015-Q** Authorizing the City Manager to participate in a contract with the Department of Administrative Services, Office of State Purchasing, for the purchase of a medic unit for the City of Bellbrook.

Mr. Schlagheck informed Council that this medic was included in the 2015 budget. This medic will replace one of the reserve units and should be here by the end of the year. Mr. Martin asked how this medic was decided on. Mr. Schlagheck said there was a committee that spent a lot of time looking at the details and options.

**Mr. Greenwood made a motion to adopt Resolution No. 2015-Q.** Mr. Martin seconded the motion. The Clerk called the roll: Mr. Greenwood, yes; Mr. Martin, yes; Mr. Edwards, yes; Mrs. Middlestetter, yes; Mr. Schweller, yes; Mrs. Seger-Lawson, yes; Mayor Baird, yes. The motion was carried 7-0.

# RECORD OF PROCEEDINGS

Minutes of Bellbrook City Council Meeting

June 8, 2015

Mr. Martin read **Resolution No. 2015-R** Expressing the City's intent to negotiate jointly with other Cities in the region on one price schedule under which electric light services shall be furnished to the residents of the City for the purpose of street lighting.

The City is part of a joint negotiation process and this Resolution authorizes our participation in the negotiation process. The City pays around \$11,000 annually for street lighting. A Resolution with the new agreement will come later in the year.

**Mr. Martin made a motion to adopt Resolution No. 2015-R.** Mr. Schweller seconded the motion. The Clerk called the roll: Mr. Schweller, yes; Mr. Martin, yes; Mr. Edwards, yes; Mr. Greenwood, yes; Mrs. Middlestetter, yes; Mrs. Seger-Lawson, yes; Mayor Baird, yes. The motion was carried 7-0.

## **CITY MANAGER REPORT**

Sugarcreek Township will hold a public hearing tomorrow on a re-zoning of the land behind Walmart and Staples. This re-zoning is regarding apartments that will be going in there. The City will be providing the water to this area with the new water service area agreement with Greene County.

The water main project will start in the next week. The business owners have been notified of the work, which will be finished before the start of school.

The contract for prosecutor services with Ron Lewis expires soon. A new contract with Ron Lewis or the City of Xenia will be executed in the near future.

Mr. Schlagheck shared with Council a proposal for a logo from another company. The prices from both companies are very similar. Council will review the proposals and discuss later at a work session.

The City of Beavercreek has shared a Cost of Local Government Survey of the 24 cities in Greene and Montgomery Counties. For the second year in a row the City of Bellbrook has the lowest costs.

Mr. Schlagheck spoke about the Safety Services meeting held by Sugarcreek Township on May 19<sup>th</sup> that he attended. The meeting was held for the public and to review the current status of the situation at the Cornerstone Development. At the meeting there was a lot of discussion of a joint Fire District. This subject has been talked about in general for years but no specifics have been discussed. Mayor Baird said that at some point Sugarcreek Township may request a meeting with the City, but as of today no meeting has been requested. Mr. Schlagheck said the City is not a party in the Cornerstone discussions and has no desire to be a party of those discussions.



# RECORD OF PROCEEDINGS

Minutes of Bellbrook City Council Meeting

June 8, 2015

## COMMITTEE REPORTS

**Service:** No report at this time.

**Safety:** Mr. Greenwood attended the Community Forum, put on by the Police Department regarding identity theft. Mr. Greenwood reported the forum was well attended and very good. The next forum will be held in July at the Community Church regarding active shooter situations.

**Finance/Audit:** No report at this time.

**Community Affairs:** No report at this time.

## NEW BUSINESS

Mr. Schlagheck is asking for a motion authorizing him to solicit bids for the Stormwater Improvement Project on Vemco Drive/Firebird Drive. This is the project that will be mostly funded by OPWC money.

**Mr. Schweller made a motion authorizing the City Manager to solicit bids for the Stormwater Improvement Project (Vemco Drive/Firebird Drive).** Mrs. Seger-Lawson seconded the motion. The Clerk called the roll: Mr. Schweller, yes; Mrs. Seger-Lawson, yes; Mr. Edwards, yes; Mr. Greenwood, yes; Mr. Martin, yes; Mrs. Middlestetter, yes; Mayor Baird, yes. The motion was carried 7-0.

## OPEN DISCUSSION

**Mr. Martin** asked about the proposal for lighting in the City that was discussed at the last meeting. Mr. Schlagheck said the Finance Committee will review this information at their meeting on Wednesday, June 10<sup>th</sup>. Mr. Schlagheck said there are a few more rebates the City is eligible for and the price is a little better. He has also spoken to others who have used this same company and all have been very pleased.

**Mrs. Middlestetter** reminded everyone of the Music in the Park this summer. Please check the Park District website for dates.

**Mrs. Seger-Lawson** contacted ODOT regarding the Wilmington Pike exit off of 675. They informed her they are working on an improvement project on the bridge and once that is completed this fall they will look at the traffic situation then.

**Mayor Baird** wished Bob Reed well after his recent health issues. Also, he helped with the Little Miami River clean up with Hope Taft's group and all went well.

**Mr. Schlagheck** also wished Mike Puckett, the former interim City Manager, well after he has also suffered from some health issues.

# RECORD OF PROCEEDINGS

Minutes of Bellbrook City Council Meeting

June 8, 2015

## **ADJOURN**

Being no further business to come before this regular session of the Bellbrook City Council, Mayor Baird declared the meeting adjourned at 8:00 pm.

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Robert L. Baird, Mayor

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Carrie C. Smith, Clerk of Council

# RECORD OF ORDINANCES

Ordinance No. 2015-9

July 13, 2015

## CITY OF BELLBROOK, OHIO

### ORDINANCE NO. 2015-9

#### **AN ORDINANCE AUTHORIZING THE CITY MANAGER/FINANCE DIRECTOR TO SUBMIT THE TAX BUDGET FOR FISCAL YEAR 2016 TO THE GREENE COUNTY AUDITOR.**

THE CITY OF BELLBROOK HEREBY ORDAINS:

Section 1. That the Tax Budget for fiscal year 2016, as attached hereto, be approved for submission to the Greene County Auditor to guarantee the City's eligibility for the allocation of local government funds in 2016.

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

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2015.

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Robert L. Baird, Mayor

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Carrie C. Smith, Clerk of Council

APPROVED AS TO FORM:  
Patricia N. Campbell, Municipal Attorney



City or  
 Village of Bellbrook

Greene County, Ohio

(Date) \_\_\_\_\_ Year

*This Budget must be adopted by the Council or other legislative body on or before July 15th, and two copies must be submitted to the County Auditor on or before July 20th. FAILURE TO COMPLY WITH SEC. 5705.28 R. C. SHALL RESULT IN LOSS OF LOCAL GOVERNMENT FUND ALLOCATION.*

To the Auditor of said County:  
 The following Budget year beginning January 1, 2016, has been adopted by Council and is herewith submitted for consideration of the County Budget Commission.

Signed \_\_\_\_\_

Title \_\_\_\_\_

### SCHEDULE A

#### SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET COMMISSION, AND COUNTY AUDITOR'S ESTIMATED RATES

For Municipal Use	For Budget Commission Use			For County Auditor Use	
FUND (Include only those funds which are requesting general property tax revenue)	Budget Year Amount Requested of Budget Commission Inside/ Outside	Budget Year Amount Approved by Budget Commission Inside 10 Mill Limitation	Budget Year Amount to be Derived From Levies Outside 10 Mill Limitation	County Auditor's estimate of Tax Rate to be Levied	
				Inside 10 Mill Limit Budget Year	Outside 10 Mill Limit Budget Year
	Column 1	Column 2	Column 3	Column 4	Column 5
GOVERNMENT FUNDS	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX
GENERAL FUND	\$645,000	\$440,000	\$205,000	2.70	1.30
Police Pension	\$48,000	\$48,000		0.30	
Police Protection	\$1,466,000		\$1,466,000		9.30
Fire Protection	\$832,000		\$832,000		5.90
PROPRIETARY FUNDS	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX
FIDUCIARY FUNDS	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX
TOTAL ALL FUNDS	\$2,991,000	\$488,000	\$2,503,000	3.00	16.50

## SCHEDULE B

## LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES

FUND	Maximum Rate Authorized to be Levied	Tax Year County Auditor's Estimate of Yield of Levy (Carry to Schedule A, Column 3)
<b>GENERAL FUND:</b>		
Current Expense Levy authorized by voters on 11 / 06 / 2012 not to exceed 5 years. Authorized under Sect. , R.C. Tax Years 2012-2016	1.30	\$205,000
Current Expense Levy authorized by voters on / / not to exceed years. Authorized under Sect. , R.C.		
Current Expense Levy authorized by voters on / / not to exceed years. Authorized under Sect. , R.C.		
Current Expense Levy authorized by voters on / / not to exceed years. Authorized under Sect. , R.C.		
Current Expense Levy authorized by voters on / / not to exceed years. Authorized under Sect. , R.C.		
Current Expense Levy authorized by voters on / / not to exceed years. Authorized under Sect. , R.C.		
Current Expense Levy authorized by voters on / / not to exceed years. Authorized under Sect. , R.C.		
Current Expense Levy authorized by voters on / / not to exceed years. Authorized under Sect. , R.C.		
<b>TOTAL GENERAL FUND OUTSIDE 10 MILL LIMITATION</b>	1.30	\$205,000
<b>SPECIAL LEVY FUNDS:</b>		
Police Protection Fund, Levy authorized by voters on 11 / 7 / 2006 not to exceed Indef years. Authorized under Sect. , R.C.	3.90	\$620,000
Police Protection Fund, Levy authorized by voters on 11 / 8 / 2011 not to exceed Indef years. Authorized under Sect. , R.C.	2.90	\$476,000
Police Protection Fund, Levy authorized by voters on 11 / 4 / 2003 not to exceed Indef years. Authorized under Sect. , R.C.	2.50	\$370,000
Fire Protection Fund, Levy authorized by voters on 11 / 3 / 1998 not to exceed Indef years. Authorized under Sect. , R.C.	3.90	\$503,000
Fire Protection Fund, Levy authorized by voters on 5 / 5 / 2009 not to exceed Indef years. Authorized under Sect. , R.C.	2.00	\$329,000
Fund, Levy authorized by voters on / / not to exceed years. Authorized under Sect. , R.C.		
Fund, Levy authorized by voters on / / not to exceed years. Authorized under Sect. , R.C.		
Fund, Levy authorized by voters on / / not to exceed years. Authorized under Sect. , R.C.		
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Fund, Levy authorized by voters on / / not to exceed years. Authorized under Sect. , R.C.		
Fund, Levy authorized by voters on / / not to exceed years. Authorized under Sect. , R.C.		
Fund, Levy authorized by voters on / / not to exceed years. Authorized under Sect. , R.C.		
Fund, Levy authorized by voters on / / not to exceed years. Authorized under Sect. , R.C.		
<b>TOTAL SPECIAL LEVY FUNDS:</b>	15.20	\$2,298,000

# COUNTY AUDITOR'S ESTIMATE

Tax Levies and Rates for 2015, in Bellbrook City/Village  
Year

Estimated Tax Valuation \$ 167,619,780

	Amount Approved By Budget Commission	County Auditor's Estimate of Rate in Mills
LEVIES WITHIN 10 MILL LIMITATION	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
County		
Township		
School		
Village		
City		
TOTAL		
LEVIES OUTSIDE OF 10 MILL LIMITATION		
County		
Township		
School		
Village		
City		
State		
TOTAL		
TOTAL LEVY FOR ALL PURPOSES		

\_\_\_\_\_  
 BUDGET OF \_\_\_\_\_ COUNTY  
 \_\_\_\_\_  
 City/Village  
 FOR FISCAL YEAR  
 BEGINNING JANUARY 1, \_\_\_\_\_  
 Year  
 \_\_\_\_\_  
 County Auditor  
 \_\_\_\_\_  
 Deputy Auditor  
 \_\_\_\_\_

DESCRIPTION	For 2013 Actual	For 2014 Actual	Current Year Estimated for 2015	Budget Year Estimated for 2016
<b>REVENUE</b>				
Local Taxes				
General Property Tax -- Real Estate	\$ 583,688	\$ 574,334	\$ 580,000	\$ 565,000
Total Local Taxes	583,688	574,334	580,000	565,000
Intergovernmental Revenues				
Local Government	81,788	79,958	86,796	86,796
Estate Tax	79,635	-	-	-
Cigarette Tax	273	260	260	260
Liquor and Beer Permits	6,325	8,009	7,000	7,000
Property Tax Rollback & Homestead	89,169	91,086	92,000	80,000
Other State Shared Taxes	-	-	-	-
Federal Grants or Aid	-	-	-	-
State Grants or Aid	-	-	-	-
Total Intergovernmental Revenues	257,190	179,313	186,056	174,056
Charge for Services	36,816	35,750	34,500	35,000
Fines, Licenses, and Permits	163,536	150,084	149,500	150,000
Investment Earnings	13,759	8,299	12,000	15,000
Miscellaneous	8,996	42,795	6,000	4,000
<b>TOTAL REVENUE</b>	<b>\$ 1,063,985</b>	<b>\$ 990,575</b>	<b>\$ 968,056</b>	<b>\$ 943,056</b>

<b>EXPENDITURES</b>				
Security of Persons and Property				
Contractual Services	\$ 10,684	\$ 10,711	\$ 11,000	\$ 11,000
Total Security of Persons and Property	10,684	10,711	11,000	11,000
Public Health Services				
Contractual Services	15,234	14,018	16,000	16,000
Total Public Health Services	15,234	14,018	16,000	16,000
Leisure Time Activities				
Personal Services	4,407	5,466	9,163	10,000
Contractual Services	5,329	4,977	5,100	5,500
Supplies and Materials	1,243	5,333	2,000	2,000
Capital Outlay	796	1,391	3,000	3,000
Total Leisure Time Activities	11,775	17,167	19,263	20,500
Community Environment				
Personal Services	81,263	82,533	83,485	84,000
Contractual Services	1,442	912	2,247	2,500
Supplies and Materials	49	62	100	100
Total Community Environment	82,754	83,507	85,832	86,600
General Government				
Personal Services	175,521	173,509	180,530	184,000



<b>DESCRIPTION</b>	<b>For 2013 Actual</b>	<b>For 2014 Actual</b>	<b>Current Year Estimated for 2015</b>	<b>Budget Year Estimated for 2016</b>
Contractual Services	201,451	183,636	176,620	185,000
Supplies and Materials	3,988	43,074	4,350	4,500
<b>Total General Government</b>	<b>380,960</b>	<b>400,219</b>	<b>361,500</b>	<b>373,500</b>
Other Uses of Funds				
Transfers	500,000	450,000	450,000	500,000
<b>Total Other Uses of Funds</b>	<b>500,000</b>	<b>450,000</b>	<b>450,000</b>	<b>500,000</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,001,407</b>	<b>\$ 975,622</b>	<b>\$ 943,595</b>	<b>\$ 1,007,600</b>
Revenues over/(under) Expenditures	\$ 62,578	\$ 14,953	\$ 24,461	\$ (64,544)
Beginning Unencumbered Balance	\$ 1,116,068	\$ 1,178,646	\$ 1,193,599	\$ 1,218,060
Ending Cash Fund Balance	\$ 1,178,646	\$ 1,193,599	\$ 1,218,060	\$ 1,153,516
Estimated Encumbrances (outstanding at year end)	\$ -	\$ -	\$ -	\$ -
Estimated Ending Unencumbered Fund Balance	\$ 1,178,646	\$ 1,193,599	\$ 1,218,060	\$ 1,153,516

DESCRIPTION	For 2013 Actual	For 2014 Actual	Current Year Estimated for 2015	Budget Year Estimated for 2016
<b>REVENUE</b>				
Local Taxes				
General Property Tax -- Real Estate	\$ 1,313,268	\$ 1,292,710	\$ 1,297,000	\$ 1,275,000
Total Local Taxes	1,313,268	1,292,710	1,297,000	1,275,000
Intergovernmental Revenues				
Property Tax Rollback & Homestead	200,207	204,585	207,000	191,000
Federal Grants or Aid	-	598	-	-
State Grants or Aid	13,427	12,649	-	-
Total Intergovernmental Revenues	213,634	217,832	207,000	191,000
Miscellaneous	43,764	40,442	24,250	27,000
Other Financing Sources				
Transfers-in	150,000	100,000	100,000	100,000
<b>TOTAL REVENUE</b>	<b>\$ 1,720,666</b>	<b>\$ 1,650,984</b>	<b>\$ 1,628,250</b>	<b>\$ 1,593,000</b>
<b>EXPENDITURES</b>				
Security of Persons and Property				
Personal Services	1,468,916	1,400,399	1,323,647	1,370,000
Contractual Services	208,439	274,799	281,869	285,000
Supplies and Materials	5,713	8,400	9,000	9,000
Other Expenses	5,016	100	2,500	2,500
Total Security of Persons and Property	1,688,084	1,683,698	1,617,016	1,666,500
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,688,084</b>	<b>\$ 1,683,698</b>	<b>\$ 1,617,016</b>	<b>\$ 1,666,500</b>
Revenues over/(under) Expenditures	\$ 32,582	\$ (32,714)	\$ 11,234	\$ (73,500)
Beginning Unencumbered Balance	\$ 158,412	\$ 190,994	\$ 145,899	\$ 157,133
Ending Cash Fund Balance	\$ 190,994	\$ 158,280	\$ 157,133	\$ 83,633
Estimated Encumbrances (outstanding at year end)	\$ -	\$ 12,381	\$ -	\$ -
Estimated Ending Unencumbered Fund Balance	\$ 190,994	\$ 145,899	\$ 157,133	\$ 83,633

DESCRIPTION	For 2013 Actual	For 2014 Actual	Current Year Estimated for 2015	Budget Year Estimated for 2016
<b>REVENUE</b>				
Local Taxes				
General Property Tax -- Real Estate	\$ 742,188	\$ 731,109	\$ 737,000	\$ 720,000
Total Local Taxes	742,188	731,109	737,000	720,000
Intergovernmental Revenues				
Property Tax Rollback & Homestead	113,592	116,068	118,000	112,000
Other State Shared Taxes	-	-	-	-
Federal Grants or Aid	-	838	-	-
State Grants or Aid	3,500	1,822	-	-
Total Intergovernmental Revenues	117,092	118,728	118,000	112,000
Charges for Services				
EMS Receipts	114,854	101,315	105,000	105,000
Miscellaneous	11,284	22,788	5,500	5,000
Other Financing Sources				
Transfers-in	100,000	100,000	100,000	200,000
<b>TOTAL REVENUE</b>	<b>\$ 1,085,418</b>	<b>\$ 1,073,940</b>	<b>\$ 1,065,500</b>	<b>\$ 1,142,000</b>
<b>EXPENDITURES</b>				
Security of Persons and Property				
Personal Services	916,832	888,118	993,736	1,020,000
Contractual Services	127,938	147,750	159,700	165,000
Supplies and Materials	25,329	17,966	29,600	30,000
Other Expenses	-	796	8,000	8,000
Total Security of Persons and Property	1,070,099	1,054,630	1,191,036	1,223,000
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,070,099</b>	<b>\$ 1,054,630</b>	<b>\$ 1,191,036</b>	<b>\$ 1,223,000</b>
Revenues over/(under) Expenditures	\$ 15,319	\$ 19,310	\$ (125,536)	\$ (81,000)
Beginning Unencumbered Balance	\$ 195,612	\$ 210,931	\$ 226,350	\$ 100,814
Ending Cash Fund Balance	\$ 210,931	\$ 230,241	\$ 100,814	\$ 19,814
Estimated Encumbrances (outstanding at year end)	\$ -	\$ 3,891	\$ -	\$ -
Estimated Ending Unencumbered Fund Balance	\$ 210,931	\$ 226,350	\$ 100,814	\$ 19,814

DESCRIPTION	For 2013 Actual	For 2014 Actual	Current Year Estimated for 2015	Budget Year Estimated for 2016
<b>REVENUE</b>				
Local Taxes				
General Property Tax -- Real Estate	\$ 44,257	\$ 43,536	\$ 44,000	\$ 43,000
Total Local Taxes	44,257	43,536	44,000	43,000
Intergovernmental Revenues				
Property Tax Rollback & Homestead	6,770	6,913	7,000	5,000
Other State Shared Taxes	243	206	245	200
Total Intergovernmental Revenues	7,013	7,119	7,245	5,200
<b>TOTAL REVENUE</b>	\$ 51,270	\$ 50,655	\$ 51,245	\$ 48,200
<b>EXPENDITURES</b>				
Security of Persons and Property				
Personal Services	51,000	50,500	51,000	48,000
Contractual Services	330	284	350	400
Total Security of Persons and Property	51,330	50,784	51,350	48,400
<b>TOTAL EXPENDITURES</b>	\$ 51,330	\$ 50,784	\$ 51,350	\$ 48,400
Revenues over/(under) Expenditures	\$ (60)	\$ (129)	\$ (105)	\$ (200)
Beginning Unencumbered Balance	\$ 876	\$ 816	\$ 687	\$ 582
Ending Cash Fund Balance	\$ 816	\$ 687	\$ 582	\$ 382
Estimated Encumbrances (outstanding at year end)	\$ -	\$ -	\$ -	\$ -
Estimated Ending Unencumbered Fund Balance	\$ 816	\$ 687	\$ 582	\$ 382



FUND List all Fund Individually Unless Reported on Exhibit I or II	Estimated Unencumbered Fund Balance 1/1/2016	Budget Year Estimated Receipts	Total Available For Expenditures	Budget Year Expenditures and Encumbrances			Estimated Unencumbered Balance 12/31/2016
				Personal Services	Other	Total	
<b>FIDUCIARY</b>							
<b>TRUST AND AGENCY FUNDS</b>							
Performance Bond Fund	-	25,000	25,000		25,000	25,000	-
Agency Fund	446	6,000	6,446		6,000	6,000	446
<b>TOTAL TRUST AND AGENCY FUNDS</b>	<b>\$ 446</b>	<b>\$ 25,000</b>	<b>\$ 25,000</b>	<b>\$ -</b>	<b>\$ 25,000</b>	<b>\$ 25,000</b>	<b>\$ -</b>
<b>TOTAL FOR MEMORANDUM ONLY</b>	<b>\$ 2,957,185</b>	<b>\$ 2,673,200</b>	<b>\$ 5,629,939</b>	<b>\$ 1,042,000</b>	<b>\$ 2,172,800</b>	<b>\$ 3,214,800</b>	<b>\$ 2,415,139</b>

**STATEMENT OF PERMANENT IMPROVEMENTS**

(Do Not Include Expense to be Paid from Bond Issues)

(Section 5705.29. Revised Code)

DESCRIPTION	Estimated Cost of Permanent Improvement	Amount to be Budgeted During Current Year	Name of Paying Fund
Annual Street Resurfacing	150,000	150,000	Capital Improvement Fund
Stormwater Drainage Projects	15,000	15,000	Capital Improvement Fund
Police Vehicles & Equipment	114,000	114,000	Capital Improvement Fund
Fire Vehicles & Equipment	125,900	125,900	Capital Improvement Fund
Administration Buiding & Information Technology	26,250	26,250	Capital Improvement Fund
Administration Buiding & Information Technology	37,050	37,050	Water Fund
Service Vehicles & Equipment	65,250	65,250	Capital Improvement Fund
Service Vehicles & Equipment	49,750	49,750	Water Fund
Water System Improvements	250,000	250,000	Water Fund
Water Tower Painting	240,000	240,000	Water Fund
<b>TOTAL</b>	1,073,200	1,073,200	

**STATEMENT OF AMOUNTS REQUIRED FOR  
PAYMENT OF FINAL JUDGMENTS**

(Section 5705.29. Revised Code)

DESCRIPTION OF JUDGMENT	AMOUNT OF JUDGMENT	FUND PAYING JUDGMENT
None		
<b>TOTAL</b>		

List the amounts required for the payment of each judgment to be paid during the year being budgeted.



PURPOSE OF BONDS AND NOTES	Authority for Levy Outside 10 Mill Limit*	Date of Issue	Date Due	Ordinance or Resolution	Serial or Term	Rate of Interest	Amounts of Bonds and Notes Outstanding at Beginning of Budgeted Year 1/1/2016	BUDGET YEAR 2016	
								Amount Required for Principal and Interest 1/1/16 to 12/31/16	Amount Receivable from Other Sources to Meet Debt Payments 1/1/16 to 12/31/16
Payable from Bond Retirement Fund: INSIDE 10 MILL LIMIT	XXXXXXXXXX XXXXXXXXXX	XXXX XXXX	XXXX XXXX	XXXXXXXXXX XXXXXXXXXX	XXXXXX XXXXXX	XXXXXX XXXXXX	XXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXX
<b>TOTAL</b>									
OUTSIDE 10 MILL LIMIT:	XXXXXXXXXX	XXXXXX	XXXXXX	XXXXXXXXXX	XXXXXX	XXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXX
<b>TOTAL</b>							\$0	\$0	\$0

\*If the levy is outside the 10 mil limit by vote enter the words "by vote" and the date of the election.  
 If outside the 10 mil limit without a vote, enter the reference to the statute under which the levy is exempt from the 10 mill limit.

**CITY OF BELLBROOK  
DEBT SCHEDULE 2016**

<u>DEBT</u>	<u>DATE OF ISSUE</u>	<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<b>OUTSTANDING DEBT <u>12/31/2015</u></b>	<b>PAYMENTS DUE IN 2016</b>	
					<u>PRINCIPAL</u>	<u>INTEREST</u>
<b>GENERAL OBLIGATION DEBT</b>						
Water System Bonds	4/11/2012	2.00%-2.65%	5/1/2021	\$425,000	\$65,000	\$9,312
<b>OHIO PUBLIC WORKS COMMISSION LOANS</b>						
WATER TOWER LOAN	7/1/1996	0%	7/1/2016	\$25,000	\$25,000	\$0
WATER TREATMENT PLANT IMPROVEMENTS LOAN	7/1/2012	0%	7/1/2032	\$954,940	\$56,173	\$0

**CITY OF BELLBROOK 2016 TRANSFERS**

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
GENERAL FUND	CAPITAL IMPROVEMENT FUND	\$200,000.00
GENERAL FUND	POLICE LEVY FUND	\$100,000.00
GENERAL FUND	FIRE LEVY FUND	\$200,000.00
		\$500,000.00



# RECORD OF ORDINANCES

Ordinance No. 2015-10

August 17, 2015

## CITY OF BELLBROOK, OHIO

### ORDINANCE NO. 2015-10

#### AN ORDINANCE AMENDING APPROPRIATION ORDINANCE 2014-10 TO ADJUST THE CITY OF BELLBROOK APPROPRIATIONS TO REFLECT ADDITIONAL COSTS IN SOME LINE ITEMS AND REDUCED COSTS IN OTHERS.

WHEREAS, the City of Bellbrook adopted the 2015 annual budget based on the best information available at the time; and

WHEREAS, additional costs have or will occur in some line items and reduced costs are projected in other line items which requires the amendment of various appropriation levels.

NOW, THEREFORE, THE CITY OF BELLBROOK HEREBY ORDAINS:

Section 1. That the 2015 appropriation levels in several of the funds listed below be amended as follows:

<b>Fund</b>	<b>2015</b>		
	<b>Personal Services</b>	<b>Other Expenses</b>	<b>Supplemental Appropriations</b>
General Fund:			
-Administrative	\$0	-\$4,000	-\$4,000
-Community Environment	<u>0</u>	<u>2,500</u>	<u>2,500</u>
Total General Fund	0	-1,500	-1,500
Police Fund	0	-6,900	-6,900
Fire Fund	0	4,525	4,525
Street Fund	0	-19,300	-19,300
State Highway Fund	0	-17,000	-17,000
Motor Vehicle Fund	0	-34,000	-34,000
Waste Collection Fund	0	-2,500	-2,500
Water Fund	0	76,415	76,415
Capital Improvement Fund	0	-3,650	-3,650
Grand Total - All Funds	<u>\$0</u>	<u>-\$3,910</u>	<u>-\$3,910</u>

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

# RECORD OF ORDINANCES

Ordinance No. 2015-10

August 17, 2015

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2015.

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Robert L. Baird, Mayor

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Carrie C. Smith, Clerk of Council

APPROVED AS TO FORM:  
Patricia N. Campbell, Municipal Attorney

# RECORD OF ORDINANCES

Ordinance No. 2015-11

August 17, 2015

## CITY OF BELLBROOK, OHIO

### ORDINANCE NO. 2015-11

#### AN ORDINANCE AMENDING CHAPTER 1042 “WATER” OF THE BELLBROOK MUNICIPAL CODE.

WHEREAS, the City of Bellbrook provides water service to customers in Bellbrook and certain areas of Sugarcreek Township; and

WHEREAS, the Chapter 1042 of the Bellbrook Municipal Code specifies the rates, charges and billing methods for the provision of water to the customers; and

WHEREAS, the City of Bellbrook has reviewed Chapter 1042 of the Municipal Code and desires to modify certain sections.

NOW, THEREFORE, THE CITY OF BELLBROOK HEREBY ORDAINS:

Section 1. That the following amendment to Chapter 1042 of the Bellbrook Municipal Code be approved with deletions shown by brackets and strikethrough and additions shown by italics and underlined:

§ 1042.03 “Service Charges” is hereby amended as follows:

- (a) Each customer connected to the City water system for domestic or commercial uses [~~within District A using a meter smaller than three quarters of an inch~~] shall pay a monthly service charge [of ~~eight dollars and ninety cents (\$8.90)~~] for the first 1,000 gallons or part thereof, and three dollars and ninety cents (\$3.90) for each 1,000 gallons thereafter. The monthly service charge shall be based on the meter size as follows:
- [(b) — Each customer connected to the City water system within District B using a meter smaller than three quarters of an inch shall pay a monthly service charge of eight dollars and ninety cents (\$8.90) for the first 1,000 gallons or part thereof, and three dollars and ninety cents (\$3.90) for each 1,000 gallons thereafter.]
- [(c) — For water meter sizes three quarters of an inch or larger[, on both water systems,] the following monthly rates shall apply:]

Meter Size (in.)	Monthly Minimum Charge for 1,000 Gallons
<u>5/8</u>	<u>\$8.90</u>
<u>3/4</u>	<u>\$40.00 (domestic accounts)</u>
3/4 <sup>[*]</sup>	\$80.00 [ <del>residential \$40.00</del> ] ( <u>commercial accounts</u> )
1 <sup>[*]</sup>	\$110.00
1 1/2 <sup>[*]</sup>	\$140.00
2 <sup>[*]</sup>	\$170.00

# RECORD OF ORDINANCES

Ordinance No. 2015-11

August 17, 2015

3	\$380.00
4	\$640.00
6	\$1,070.00
8	\$1,810.00
10 or more	\$3,600.00

~~[\* The charge for this meter size (when the meter is used for irrigation purposes) will vary according to the provisions in Section 1042.04, Billing.]~~

(b) ~~Each customer connected to the City water system for irrigation uses shall not be charged a monthly service charge. Each irrigation account will be charged for water usage in the amount of four dollars and seventy-five cents (\$4.75) for each 1,000 gallons or part thereof.~~

~~[(d) Each customer of District A who is connected to the City water system outside the City shall pay, in addition to the regular water charge, a surcharge of not more than fifty percent of the regular water charge.]~~

~~[(e)]~~(c) Publicly and privately owned water systems may be supplied water. The water service charge for such facilities shall be negotiated by the Manager on a contract basis and approved by Council. Charges for the sale of bulk water shall be set by the Manager based upon competition from other areas and requirements of the coin-operated mechanisms currently in use.

~~[(f) Beginning in 1998, the service charges set forth in subsections (a), (b) and (c) hereof and in Section 1042.08 may be increased annually, by four motions of Council (one for each subsection and section), at a percentage obtained by averaging the consumer price index from the U.S. Bureau of Labor Statistics for the previous three years. When increases in the charges are approved, the resulting monthly minimums and rates per thousand for meters smaller than three-quarters of an inch shall be rounded up to the next ten cents (\$.10); monthly minimums for meters three-quarters of an inch or larger shall be rounded up to the next ten dollars (\$10.00); and tap-in fees shall be rounded up to the next one hundred dollars (\$100.00) without requiring an amendment to this section.~~

~~[(g) In 1995, this section shall take effect for water usage which is reflected on third quarter bills. For future years, the rate changes set forth in this section shall take effect for water usage which is reflected on second quarter bills in the applicable year.]~~

§ 1042.04 "Billing" is hereby amended as follows:

(a) The water service billing procedure shall be established by the Director of Finance and may be changed from time to time to conform with good business practices. The billing procedures shall be approved by the Manager.

(b) Statements of the charges for water service shall be rendered once each quarter on or about the first day of the billing month for the customers due to receive bills that month. The amount of all such charges shall be paid to the City on or before the due date listed on the bill. If the unpaid charges are not paid on or before the due date listed on the bill, an additional charge of ten percent (10%) of the unpaid charges shall be added thereto and become part of such unpaid



# RECORD OF ORDINANCES

Ordinance No. 2015-11

August 17, 2015

charges. A shut-off notice will be mailed if the charges remain unpaid twenty (20) days after the original due date. The shut-off notice will include a final due date for payment that will be no longer than thirty-five (35) days from the original due date. If full payment is not received by such date, service will be terminated without further notice. Restoring water service or maintaining service once a Water Department employee has already arrived at the customer's property to disconnect service shall require an additional nonpayment shut-off fee to restore or maintain service.

- (c) A customer whose payment by check is returned to the City by the bank due to insufficient funds in the customer's account or because the check was written on a closed account shall be charged a returned check fee, as set forth in Section 1042.07. The utility billing office shall also require that the repayment be made in cash and may also require that future payments by that customer be made in cash or by money order.
- (d) Overpaid amounts of less than one dollar (\$1.00) on closed accounts shall not be refunded.
- (e) For service to and inspection of both connected and shut-off domestic *and commercial* ~~and irrigation~~ water meters, the monthly minimum charge for the meter shall continue year-round. The monthly minimum charge for all shut-off meters shall be at the rate set for a standard 5/8 inch ~~by 3/4 inch~~ meter. ~~[The monthly minimum charge for all connected single family residential irrigation meters, regardless of size, shall be at the rate for a standard 5/8 inch by 3/4 inch meter.]~~ Once a meter has been shut-off for a minimum of six (6) months, the meter shall be disconnected and removed from the system. There shall be no monthly minimum charge for disconnected and removed meters. A reconnection fee of forty dollars (\$40.00) will be charged to the customer to return the meter to service.
- (f) Customers who do not intend to use their irrigation system at any time during the year may notify the Water Department ~~[in advance and thereby not be charged the monthly minimum]~~. Upon this ~~[advance]~~ notification, the Water Department will remove the irrigation meter from the system. A reconnection fee of forty dollars (\$40.00) will be charged to the customer to return the irrigation meter to service.

§ 1042.10 "Establishment of Water Districts" is hereby amended as follows:

- ~~(a) District A shall comprise the entire City water system as it existed on April 1, 1981, and all extensions thereof, until such time that a high service area is designated and reassigned to District B.~~
- ~~(b) District B shall comprise the water system acquired pursuant to Ordinance 80-13, passed July 28, 1980, and all extensions thereof, including high service areas reassigned from District A.]~~

Section 2. That this ordinance shall take effect and be in force October 1, 2015.

# RECORD OF ORDINANCES

Ordinance No. 2015-11

August 17, 2015

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2015.

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Robert L. Baird, Mayor

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Carrie C. Smith, Clerk of Council

APPROVED AS TO FORM:

Patricia N. Campbell, Municipal Attorney

# RECORD OF RESOLUTIONS

Resolution No. 2015-S

July 13, 2015

## CITY OF BELLBROOK, OHIO

### RESOLUTION NO. 2015-S

#### **A RESOLUTION AUTHORIZING THE CITY MANAGER TO ADJUST THE PAY SCALES OF CITY POSITIONS NOT COVERED BY COLLECTIVE BARGAINING AGREEMENT.**

WHEREAS, the City of Bellbrook wishes to adjust the pay scales for City positions which are not covered by collective bargaining agreement; and

WHEREAS, the City reviews wage rates for its employees on an annual basis; and

WHEREAS, the wages of certain employees will fall outside the new pay scales and ranges for certain positions and the City Manager shall have the authority to adjust those specific wages as necessary including one-time lump sum payments; and

WHEREAS, the pay scales for elected officials, the clerk of council and the city manager will not be adjusted; and

WHEREAS, the City wishes to incorporate the wage provisions into the general personnel policies of the City.

NOW, THEREFORE, THE CITY OF BELLBROOK HEREBY RESOLVES:

Section 1. That the City Manager is hereby authorized to adjust the wages for certain positions per the attached pay scales and ranges effective August 1, 2015.

Section 2. That the attached pay scales and ranges be approved as presented.

Section 3. That the City Manager has the authority to adjust the wages of certain employees that fall outside the new pay scales and ranges for their positions as necessary including one-time lump sum payments.

Section 4. That this resolution shall take effect and be in force forthwith.

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Robert L. Baird, Mayor

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Carrie C. Smith, Clerk of Council

## City of Bellbrook Wage Scales

### Pay Range

	Mininum	Maximum
<b>Police Chief</b>	\$80,392	\$98,717
<b>Fire Chief</b>	\$80,392	\$98,717
<b>Service Director</b>	\$69,264	\$92,248

### Admin

	Pay Scale									
	1	2	3	4	5	6	7	8	9	
<b>Assistant to the City Manager</b>	\$22.26 \$46,301	\$23.54 \$48,963	\$24.86 \$51,709	\$25.91 \$53,893	\$27.18 \$56,534	\$28.56 \$59,405	\$29.99 \$62,379	\$31.51 \$65,541		
<b>Admin Assistant-Planning/Zoning</b>	\$17.43 \$36,254	\$18.60 \$38,688	\$19.84 \$41,267	\$20.92 \$43,514	\$22.17 \$46,114	\$23.11 \$48,069	\$24.20 \$50,336	\$25.43 \$52,894	\$26.71 \$55,557	
<b>Admin Assistant-Finance</b>	\$17.43 \$36,254	\$18.60 \$38,688	\$19.84 \$41,267	\$20.92 \$43,514	\$22.17 \$46,114	\$23.11 \$48,069	\$24.20 \$50,336	\$25.43 \$52,894	\$26.71 \$55,557	
<b>Senior Secretary</b>	\$13.46 \$27,997	\$14.38 \$29,910	\$15.42 \$32,074	\$16.37 \$34,050	\$17.40 \$36,192	\$18.36 \$38,189	\$19.39 \$40,331	\$20.31 \$42,245	\$21.29 \$44,283	

### Pay Range

	Mininum	Maximum
<b>Finance Assistant (Part-time)</b>	\$11.00	\$16.00
<b>Museum Curator (Part-time)</b>	\$10.00	\$14.00
<b>Camera Operator (Part-time)</b>	\$10.00	\$14.00

### Service

	Pay Scale							
	1	2	3	4	5	6	7	8
<b>Service Foreman</b>	\$24.21 \$50,357	\$25.46 \$52,957	\$26.73 \$55,598	\$28.07 \$58,386	\$29.18 \$60,694	\$30.36 \$63,149	\$31.60 \$65,728	\$32.83 \$68,286
<b>Maintenance Worker 1</b>	\$19.97 \$41,538	\$20.99 \$43,659	\$22.06 \$45,885	\$23.08 \$48,006	\$24.20 \$50,336	\$25.43 \$52,894	\$26.72 \$55,578	\$27.76 \$57,741
<b>Maintenance Worker 2</b>	\$14.88 \$30,950	\$15.62 \$32,490	\$16.44 \$34,195	\$17.22 \$35,818	\$17.91 \$37,253	\$18.72 \$38,938	\$19.65 \$40,872	\$20.63 \$42,910
<b>Maintenance Worker 3</b>	\$11.59 \$24,107	\$12.41 \$25,813	\$13.24 \$27,539	\$14.10 \$29,328	\$14.88 \$30,950			

### Fire (non-union)

	Pay Scale						
	1	2	3	4	5	6	7
<b>Firefighter/Medic (Part-time)</b>	11.00	12.00	13.00	14.00	15.00	16.00	17.00
<b>Firefighter/EMT (Part-time)</b>	10.00	11.00	12.00	13.00	14.00	15.00	

### Police (non-union)

	Pay Scale									
	1	2	3	4	5	6	7	8	9	
<b>Police Lieutenant</b>	\$33.86 \$70,429	\$35.60 \$74,048	\$37.36 \$77,709	\$39.26 \$81,661	\$40.80 \$84,864					
<b>Admin Asst-Police</b>	\$17.43 \$36,254	\$18.60 \$38,688	\$19.84 \$41,267	\$20.92 \$43,514	\$22.17 \$46,114	\$23.11 \$48,069	\$24.20 \$50,336	\$25.43 \$52,894	\$26.71 \$55,557	
<b>Patrol Officer (Part-time)</b>	\$13.00	\$14.00	\$15.00	\$16.00	\$17.00	\$18.00	\$19.00	\$20.00		

# RECORD OF RESOLUTIONS

Resolution No. 2015-T

July 13, 2015

## CITY OF BELLBROOK, OHIO

### RESOLUTION NO. 2015-T

#### **A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE BELLBROOK-SUGARCREEK LOCAL SCHOOL DISTRICT FOR SECURITY AT HOME FOOTBALL GAMES.**

WHEREAS, the Bellbrook-Sugarcreek Local School District has requested that the Bellbrook Police Department provide police officers in an extra duty capacity at Bellbrook High School home football games; and

WHEREAS, the School District agreed to compensate the City for this extra duty; and

WHEREAS, the agreement will be effective for the 2015 home football season.

NOW, THEREFORE, THE CITY OF BELLBROOK HEREBY RESOLVES:

Section 1. That the City Manager is hereby authorized to execute the attached agreement with the Bellbrook-Sugarcreek Local School District.

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

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Robert L. Baird, Mayor

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Carrie C. Smith, Clerk of Council

## **Extra Duty Employment Agreement For Bellbrook Police Officers**

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between the City of Bellbrook, hereafter referred to as the "City," and the Bellbrook-Sugarcreek Local School District, hereafter referred to as the "District".

**WHEREAS**, the District wishes to utilize the services of City police officers in a security assignment, specifically, security for the 2015 Fall Bellbrook High School (home game) football season.

Now, therefore, in consideration of the mutual promises contained herein:

### 1. Scope of the Agreement

This agreement covers the 2015 Fall Bellbrook High School (Home game) football season from the first home football game in August 2015 until December 2015. Hours of the assignment will be from 1830 to 2130. (Additional time may be spent after the event, in crowd and traffic control). Additional services may be at the request of the District or in the discretion of the City. Three officers will be assigned to each game, if available. The District may request additional officers, if necessary.

### 2. Enforcement

Officers employed in an extra-duty police-related capacity shall be responsible for the enforcement of City Ordinances, as well as State and Federal Statutes. The District may provide general instructions and direction to City law enforcement personnel so engaged as to the performance of the agreed to police services, however, City law enforcement personnel shall at all times be bound by the Rules, Regulations and Policies of the City of Bellbrook Police Department.

### 3. Uniform

Officers shall wear the complete uniform of the Bellbrook Police Department and be responsible for completing the appropriate reports and forms necessary to conclude an incident when engaging in extra duty police-related employment unless directed to the contrary by a police supervisor.

### 4. Supervision

The Bellbrook Police Department on-duty supervisor has the responsibility to oversee the activities of officers engaged in extra duty police-related employment during their respective tour of duty. Whenever more than four (4) officers are required for the same

time at the same extra duty place of employment, a supervising officer, if available, will be assigned for supervision purposes and compensated as provided in paragraph six (6).

5. Release from Service

In the event of a city emergency requiring the services of any extra duty police officer employed by the District, the District agrees that such officer will be released immediately from the extra duty employment.

6. Cost of Services

The District agrees to pay the City of Bellbrook a flat rate of \$115.00 per officer per night.

7. Hold harmless

The District shall indemnify, hold harmless and defend the City, its officers, employees, agents and volunteers against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the City, its officers or employees may hereafter sustain, incur or be required to pay, arising wholly or in part due to any act or omission of the District, its agents, servants or employees, in the execution of performance of this contract.

The Bellbrook Police Department of the City of Bellbrook will not be held liable in the event officers cannot be scheduled or provided for the work/event(s) requested.

The District shall secure and maintain, during the period of the agreement, commercial general liability insurance which will protect it and the City from claims for bodily injury, death, property damage or personal injury which may arise from any act or omission of the District, its agents, servants, or employees in the performance of this agreement. The District shall provide the City a Certificate of Insurance showing evidence of such coverage.

8. Invoice

The City shall deliver to the District a monthly invoice for the cost of City law enforcement personnel provided under this Agreement. The District shall make payment to the City in the full amount of such invoice no later than thirty (30) days from the date of invoice.

9. Workers' Compensation

While any City of Bellbrook police officer is working for the District as set forth in this Agreement, the City of Bellbrook will provide the officer with insurance coverage through the State of Ohio Bureau of Workers' Compensation.

10. This Agreement shall terminate on December 31, 2015, or as otherwise provided herein. This Agreement may be terminated by the City at any time and for any reason whatsoever by the City providing the District with written notice of such termination at least 20 days prior to the date of termination. This Agreement may be terminated at any time by mutual agreement of the City and the District.

In witness whereof, the parties hereto have set their hands the day and year first above written.

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City Manager  
City of Bellbrook

---

Superintendent  
Bellbrook Sugarcreek Local School District

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Chief of Police  
City of Bellbrook



# RECORD OF RESOLUTIONS

Resolution No. 2015-U

July 13, 2015

## CITY OF BELLBROOK, OHIO

### RESOLUTION NO. 2015-U

#### **A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE BELLBROOK-SUGARCREEK LOCAL SCHOOL DISTRICT FOR SCHOOL SECURITY.**

WHEREAS, the Bellbrook-Sugarcreek Local School District has requested that the Bellbrook Police Department continue its increased presence at schools within the City limits beyond its normal patrol; and

WHEREAS, the School District agreed to compensate the City for this increased presence; and

WHEREAS, the agreement will be effective for the 2015-2016 and the 2016-2017 school years.

NOW, THEREFORE, THE CITY OF BELLBROOK HEREBY RESOLVES:

Section 1. That the City Manager is hereby authorized to execute the attached agreement with the Bellbrook-Sugarcreek Local School District.

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

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Robert L. Baird, Mayor

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Carrie C. Smith, Clerk of Council

## **School Security Agreement For Bellbrook Police Officers**

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between the City of Bellbrook and the Bellbrook - Sugarcreek Local School District, Bellbrook, Ohio, hereafter referred to as the "District".

**WHEREAS**, the District wishes to utilize the services of Bellbrook police officers in a security assignment.

Now, therefore, in consideration of the mutual promises contained herein:

### 1. Security and Enforcement

A. Officers assigned to this detail will focus on providing visible security for the students, staff and visitors of the District's school buildings. The security assignment will include the following;

1. Vehicle patrol of parking areas and the grounds of any building.
2. Foot patrol of parking areas and grounds of any building.
3. Foot patrol of the interior of any building.

B. Buildings to be patrolled

1. Sugarcreek Education Center / School Administrative Building
2. Bell Creek Intermediate School
3. Bellbrook-Sugarcreek Transportation office (on request).
4. Sugarcreek Elementary School
5. Stephen Bell Elementary School
6. Other school buildings on an as needed basis.

C. Assignment Times

This assignment will be based on the preceding schools' regular school day hours. The City of Bellbrook Police Department will strive to provide a minimum of 4 hours of security on site at any one or more of the buildings set forth in Item (1)(B), each school day. Other time necessary for the assignment, or requested by the District, will be provided as officers are available.

D. Documentation

Each school day, an on-duty officer will be assigned the school security detail, in addition to the officer's normal patrol duties. The on-duty dispatcher will log the time the officer signs off at a school for this assignment, and will log the time the officer returns to regular patrol service. The minimum amount of time counted for this assignment will be 30 minutes. As the officer returns to service, he/she will indicate to the dispatcher what activity was performed during the time period (A 1-3).

The records for this assignment will be retained by the Bellbrook Police Department; however copies will be available for the District, if requested.

- E. Officers assigned to this security detail will be responsible for the enforcement of the Municipal Code, as well as State and Federal Statutes. The District may provide general instructions and direction to City law enforcement personnel so engaged as to the performance of the agreed to police services, however, City law enforcement personnel shall at all times be bound by the Rules, Regulations and Policies of the City of Bellbrook Police Department.
2. Uniform  
Officers shall wear the complete uniform of the Bellbrook Police Department and be responsible for completing the appropriate reports and forms necessary to conclude an incident when engaging in the security assignment, unless directed to the contrary by a police supervisor.
3. Supervision  
The Bellbrook Police Department on-duty supervisor has the responsibility to oversee the activities of officers assigned school security during their respective tour of duty.
4. Release from Service  
In the event of a city emergency requiring the services of a police officer assigned to security for the District, the District agrees that such officer will be released immediately from the security assignment.
5. Cost of Services  
This agreement covers the 2015--2016 and the 2016-2017 school years. Hours of the assignment will be based on the school days in each of the school buildings in the City of Bellbrook. The District agrees to pay the City of Bellbrook a flat rate of \$15,500 for the 2015-2016 school year and \$15,750 for the 2016-2017 school year. The District may request additional officers, or assignment times, if necessary.
6. Hold Harmless  
The District shall indemnify, hold harmless and defend the City, its officers, employees, agents and volunteers against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the City, its officers or employees may hereafter sustain, incur or be required to pay, arising wholly or in part due to any act or omission of the District, its agents, servants or employees, in the execution of performance of this contract.

The Bellbrook Police Department of the City of Bellbrook will not be held liable, nor have breached this contract, in the event officers cannot be scheduled or provided for the work/event(s) requested.

The District shall secure and maintain, during the period of the agreement, commercial general liability insurance which will protect it and the City from claims for bodily injury, death, property damage or personal injury which may arise from any act or omission of the District, its agents, servants, or employees in the performance of this agreement. The District shall provide the City a Certificate of Insurance showing evidence of such coverage.

- 7. Invoice  
The City shall invoice the District for the amount provided under this Agreement. The District shall make payment to the City in the full amount of such invoice no later than thirty (30) days from the date of invoice.
- 8. Workers' Compensation  
While any City of Bellbrook police officer is working for the District as set forth in this Agreement, the City of Bellbrook will provide the officer with insurance coverage through the State of Ohio Bureau of Workers' Compensation.
- 9. This Agreement shall terminate on July 1, 2017 or as otherwise provided herein. This Agreement may be terminated by the City at any time and for any reason whatsoever by the City providing the District with written notice of such termination at least 20 days prior to the date of termination. This Agreement may be terminated at any time by mutual agreement of the City and the District.

In witness whereof, the parties hereto have set their hands the day and year first about written.

\_\_\_\_\_  
City Manager  
City of Bellbrook

\_\_\_\_\_  
Superintendent  
Bellbrook-Sugarcreek Local School District

\_\_\_\_\_  
Chief of Police  
City of Bellbrook

# RECORD OF RESOLUTIONS

Resolution No. 2015-V

July 13, 2015

## CITY OF BELLBROOK, OHIO

### RESOLUTION NO. 2015-V

#### **A RESOLUTION RATIFYING THE ACTION OF THE CITY MANAGER IN EXECUTING AN AGREEMENT FOR CITY PROSECUTION.**

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 Attorney Ronald C. Lewis to be the Prosecutor; and

WHEREAS, the City Manager executed the agreement to ensure continuity of prosecution services; and

WHEREAS, the agreement began on July 1, 2015 and expires on June 30, 2016.

NOW, THEREFORE, THE CITY OF BELLBROOK HEREBY RESOLVES:

Section 1. That the action of the City Manager to execute the attached agreement with Ronald C. Lewis is hereby authorized.

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

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Robert L. Baird, Mayor

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Carrie C. Smith, Clerk of Council



## City of Bellbrook

### AGREEMENT

This agreement is made effective as of the 1<sup>st</sup> day of July 2015 between the City of Bellbrook, Greene County, Ohio and Ronald C. Lewis, Attorney at Law, 101 North Detroit St., Xenia, OH 45385.

1. Ronald C. Lewis is hereby appointed Prosecutor for the City of Bellbrook. He shall serve at the pleasure of the City Manager.
2. In his position as Prosecutor, Ronald C. Lewis shall work under the supervision of the Municipal Attorney and shall handle the prosecution of such criminal misdemeanor offenses as shall be assigned to his responsibility. Bellbrook City Prosecutor functions include: case review and warrant/summons preparation, pre-trial conference meetings, trial preparation of witnesses and officers, and trials and appeals before the appropriate court. Additionally, the City Prosecutor shall review changes in police procedures, review police training outlines and associated documents, and provide presentations for agency police officers as needed. The City Prosecutor also provides prosecution services to the zoning and administrative departments, as needed. (The preceding list is not exhaustive.)
3. In consideration for his services as City Prosecutor, Ronald C. Lewis shall be paid a flat fee of \$2,500.00 for each month of service, for the year beginning July 1, 2015 until June 30, 2016. Secretarial services will be provided by Ronald C. Lewis.

Note: In the event that the City of Bellbrook begins receiving reimbursement from the Greene County Board of Commissioners for prosecution services during this

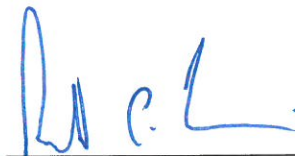
agreement period, the compensation of Ronald C. Lewis will be renegotiated within 60 days of the receipt of County payments.

4. Ronald C. Lewis shall render to the City a quarterly statement in such form as may be specified by the City Manager.
5. In the event that Ronald C. Lewis finds it necessary to remove himself from any case, due to conflict or any other reason, he may appoint a substitute prosecutor. Any such appointment by Ronald C. Lewis is subject to approval of the City Manager. Ronald C. Lewis shall pay such substitute attorney and shall bill the City for the actual amount of such fees, not to exceed the hourly fee of \$100.00 for every hour worked.
6. Either party may terminate this agreement by providing the other party with a thirty (30) day notice of termination.

CITY OF BELLBROOK

By:   
MARK A. SCHLAGHECK  
City Manager

Date: 6.30.2015

  
RONALD C. LEWIS  
City Prosecutor

Date: 6-30-2015



# RECORD OF RESOLUTIONS

Resolution No. 2015-W

July 13, 2015

## CITY OF BELLBROOK, OHIO

### RESOLUTION NO. 2015-W

#### **A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ENERGY EFFICIENT LIGHTING SERVICE AGREEMENT WITH ENERGY OPTIMIZERS, USA, LLC.**

WHEREAS, the City desires to replace the existing lighting in its facilities with energy efficient lighting to maximize energy cost savings; and

WHEREAS, Energy Optimizers, USA, LLC, has provided a proposal to replace the lighting while maintaining the integrity and functionality of the existing systems; and

WHEREAS, the proposal stipulates a ten year lighting service agreement with Energy Optimizers that will provide significant savings to the City in the form of lower energy costs.

NOW, THEREFORE, THE CITY OF BELLBROOK HEREBY RESOLVES:

Section 1. That the City Manager is hereby authorized to execute the attached Energy Efficient Lighting Service Agreement with Energy Optimizers, USA, LLC.

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

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Robert L. Baird, Mayor

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Carrie C. Smith, Clerk of Council





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**The City of Bellbrook, Ohio and Energy Optimizers, USA, LLC**  
*Energy Efficient Lighting Service Agreement (10-Year)*

**Project No. #: 1382C**

**This Agreement** (hereafter the "Agreement") is made and entered into as of this 13th day of July, 2015 by and between Energy Optimizers, USA, LLC, (hereinafter "EOU") and the City of Bellbrook, Ohio (hereinafter "Customer") for the purpose of furnishing certain services and work designed to improve the facilities at the Premises as defined in this Agreement (the "Project").

**Section 1.01. Contract Price; Conditions Precedent.** Subject to the terms and conditions hereof, as payment for EOU's performance and furnishing of the Services as defined in proposal #1382C dated July 9, 2015, a copy of which is attached to this Agreement and incorporated herein by reference as Exhibit A for the Project, Customer shall pay or cause to be paid to EOU, the Monthly amount of:

\$ 1,466.00.00 (the "Contract Price") per month for the duration of the 10-Year Agreement

The Agreement Price includes all sales, consumer, use and similar taxes for which EOU is responsible associated with the performance of the work to provide the Services and which are legally enacted as of the date of this Agreement. EOU acknowledges that Customer is exempt from payment of sales and use taxes in the State of Ohio, and Customer agrees to provide a completed Construction Tax Exemption Certificate to EOU for the purchase by it and its subcontractors and suppliers of materials and equipment to be incorporated into the Project.

**Section 1.02. Payment Terms.** Customer agrees to pay EOU or cause EOU to be paid for the Services the amount stated in Section 1.01 above and shall receive our maintenance services for a period of 10 years.

A total of \$1,466.00 (10-Year Agreement) shall be paid to EOU per month. The first Monthly payment, will be due within thirty (30) days after Customer's receipt of an invoice from EOU following completion of project installation.

**Section 1.03. Construction Procedures and Changes to Services.** EOU will supervise and direct the Services using its best skill and attention. Upon acceptance from Customer of the scope of work to be provided, EOU will have exclusive control over the implementation of the means, methods, techniques, sequences and procedures to carry out the scope of work.

**Section 1.04. Final Completion.** Upon Customer's receipt of written notice from EOU that all the work performed hereunder that comprises the Scope of Work Services is ready for final inspection and acceptance, Customer and EOU shall inspect such work and determine whether the same has been performed in accordance with this Agreement. If Customer considers all the work performed hereunder that comprises the Services to have been performed in accordance with this Agreement ("Final Completion"), Customer shall issue a Certificate of Final Completion and Acceptance, substantially in the form attached hereto as Exhibit D, to be executed by an authorized representative of Customer. In the event EOU presents a Certificate of Final Completion and Acceptance to Customer for execution and, within fourteen (14) calendar days from the date noted in the Certificate of Final Completion and Acceptance, as the date of such presentation, Customer fails to deliver an executed original of the Certificate to EOU and does not provide to EOU written objections to issuance of the Certificate of Final Completion and Acceptance, providing specific facts as to why the Services have not been finally completed, it shall be deemed that Customer considers all the work performed hereunder that comprises the Services to have been performed in accordance with this Agreement and the Date of Final Completion shall be the date noted in the Certificate of Final Completion and Acceptance as the date the Certificate of Final Completion and Acceptance was submitted to Customer.

**Section 1.05. Equipment Location and Access.** Customer will provide, without charge, a mutually satisfactory location or locations for the installation and operation of the equipment and the performance of the Services, including sufficient areas for staging, mobilization, and storage.





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**Section 1.06. Concealed or Unknown Conditions.** In the performance of the Services, if EOU encounters conditions at the Premises that are (i) subsurface or otherwise concealed physical conditions that differ materially from those provided by the Customer during the facility reviews, EOU must notify Customer of such conditions as promptly as practicable, prior to significantly disturbing the same. If such conditions differ materially and cause an increase in EOU's cost of, or time required for, performance of any part of the Services, the parties will negotiate a reasonable adjustment to the Contract Price and Contract Time, as appropriate, which will be documented through a Change Order to this Agreement.

**Section 1.07. Changes to the Services.** Customer, by written change order, may request that EOU perform work in addition to or different than the Services (a "Change Order"). EOU will perform such additional work only pursuant to a Change Order agreed to and executed by Customer and EOU.

**Section 1.08. Services.** EOU will provide the following turn-key lighting retrofit Services for the Customer at said Premises as noted in Proposal #1382C

a. Material Services and Project Warranty

- EOU will provide all material required to address failed or malfunctioning lamps, drivers and material at no additional cost to the customer for the duration of the Agreement for the proposed scope of *interior* lighting work.
  - i. Electrical issues outside the lamp, driver or fixture is not covered as part of this warranty.
  - ii. Acts of God (i.e. Utility grid surges, lighting strikes, etc.) are not covered under this Agreement.

b. Material and Labor Services and Project Warranty

- EOU will provide all material and labor required to address failed or malfunctioning lamps, drivers and material at no additional cost to the customer for the duration of the Agreement for the proposed scope of *exterior* lighting work.
  - i. Electrical issues outside the lamp, driver or fixture is not covered as part of this warranty.
  - ii. Acts of God (i.e. Utility grid surges, lighting strikes, etc.) are not covered under this Agreement.

**Scope of Work Overview – City/Police Interior**

83	two foot fluorescent fixtures will be retrofit with linear direct wire LED lamps and custom designed reflector. Fixtures will be controlled by occupancy sensors.
70	four foot fluorescent fixtures will be retrofit with linear direct wire LED lamps. Fixtures will be controlled by occupancy sensors.
39	four foot fluorescent fixtures will be retrofit with linear direct wire LED lamps.
39	two foot fluorescent fixtures will be retrofit with linear direct wire LED lamps and custom designed reflector.
30	compact fluorescent can fixtures will be retrofit with LED kits. Fixtures will be controlled by occupancy sensors.
20	occupancy sensor power packs will be installed.
18	wall mount occupancy sensors will be installed.
16	compact fluorescent can fixtures will be retrofit with LED kits.
12	ceiling mount occupancy sensors will be installed.
12	wireless wall mount switch will be installed to control wireless ceiling mount occupancy sensors.
8	wireless ceiling mount occupancy sensors will be installed.
6	wide view occupancy sensors will be installed.
5	four foot fluorescent fixtures will be replaced by new LED wrap fixtures. Fixtures will be controlled by occupancy sensors.
4	compact fluorescent fixtures will be replaced by new LED canopy fixtures.
3	common incandescent lamps will be replaced by new LED lamps.
3	hallway occupancy sensors will be installed.
3	wireless wall mount wide view occupancy sensors will be installed.
2	compact fluorescent fixtures will be retrofit with LED lamps.
2	compact fluorescent lamps will be replaced by new LED lamps.



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**Scope of Work Overview – City/Police Exterior**

9	HID fixtures will be replaced by new LED pole fixtures.
3	common incandescent lamps will be replaced by new LED lamps.
3	HID fixtures will be replaced by new LED flood fixtures.
3	HID fixtures will be replaced by new LED wall pack fixtures.

**Project Scope of Work Overview – Fire Station 1 Interior**

66	two foot fluorescent fixtures will be retrofit with linear direct wire LED lamps and custom designed reflector. Fixtures will be controlled by occupancy sensors.
17	two foot fluorescent fixtures will be retrofit with linear direct wire LED lamps and custom designed reflector.
10	wall mount occupancy sensors will be installed.
9	occupancy sensor power packs will be installed.
8	compact fluorescent lamps will be replaced by new LED lamps.
7	ceiling mount occupancy sensors will be installed.
6	eight foot fluorescent fixtures will be retrofit with linear direct wire LED lamps.
4	eight foot fluorescent fixtures will be retrofit with linear direct wire LED lamps. Fixtures will be controlled by occupancy sensors.
4	fixture mount daylight sensors will be installed.
4	four foot fluorescent fixtures will be retrofit with linear direct wire LED lamps.
2	wireless wall mount switch will be installed to control wireless ceiling mount occupancy sensors.
1	wireless ceiling mount occupancy sensor will be installed.

**Project Scope of Work Overview – Fire Station 1 Exterior**

4	HID fixtures will be replaced by new LED wall pack fixtures.
2	common incandescent lamps will be replaced by new led lamps.

**Project Scope of Work Overview – Fire Station 2 Interior**

15	common incandescent lamps will be replaced by new LED lamps.
13	four foot fluorescent fixtures will be retrofit with linear direct wire LED lamps.
8	HID fixtures will be replaced by new LED high-bay fixtures with occupancy sensors.
5	four foot fluorescent fixtures will be retrofit with linear direct wire LED lamps. Fixtures will be controlled by occupancy sensors.
4	compact fluorescent fixtures will be relamped with LED lamps. Fixtures will be controlled by occupancy sensors.
4	compact fluorescent lamps will be replaced by new LED lamps.
4	HID fixtures will be replaced by new LED high-bay fixtures.
2	HID fixtures will be replaced by new LED wall pack fixtures.
2	wall mount occupancy sensors will be installed.
1	wireless ceiling mount occupancy sensor will be installed.
1	wireless wall mount switch will be installed to control wireless ceiling mount occupancy sensors.

**Project Scope of Work Overview – Fire Station 2 Exterior**

8	HID fixtures will be replaced by new LED flood fixtures.
4	common incandescent lamps will be replaced by new LED lamps.
3	four foot fluorescent fixtures will be retrofit with linear direct wire LED lamps.
3	HID fixtures will be replaced by new LED pole fixtures.
1	common incandescent fixture will be replaced by a new LED flood fixture.
1	common incandescent lamp will be replaced by a new LED lamp.

**Project Scope of Work Overview – Service Garage Interior**

62	four foot fluorescent fixtures will be retrofit with linear direct wire LED lamps.
12	LED fixtures will be controlled by occupancy sensors.
9	fixture mount daylight sensors will be installed.
9	HID fixtures will be replaced by new LED high-bay fixtures with photocells.
8	four foot fluorescent fixtures will be retrofit with linear direct wire LED lamps. Fixtures will be controlled by occupancy sensors.
7	eight foot fluorescent fixtures will be retrofit with linear direct wire LED lamps. Fixtures will be controlled by occupancy sensors.
5	wireless wall mount switch will be installed to control wireless ceiling mount occupancy sensors.
4	HID fixtures will be replaced by new LED high-bay fixtures.
4	wall mount occupancy sensors will be installed.
4	wireless ceiling mount occupancy sensors will be installed.
2	common incandescent lamps will be replaced by new LED lamps.
2	compact fluorescent lamps will be replaced by new LED lamps.
2	fixture mount occupancy sensors will be installed.
2	two foot fluorescent fixtures will be retrofit with linear direct wire LED lamps. Fixtures will be controlled by occupancy sensors.
1	ceiling mount occupancy sensor will be installed.
1	existing exit fixture will be replaced with a new LED exit fixture.
1	occupancy sensor power pack will be installed.
1	two foot fluorescent fixture will be retrofit with linear direct wire LED lamps.

**Project Scope of Work Overview – Service Garage Exterior**

5	HID fixtures will be replaced by new LED flood fixtures.
5	HID fixtures will be replaced by new LED wall pack fixtures.
3	HID fixtures will be replaced by new LED pole fixtures.

**Project Scope of Work Overview – Water Treatment Interior**

25	four foot fluorescent fixtures will be retrofit with linear direct wire LED lamps. Fixtures will be controlled by occupancy sensors.
20	four foot fluorescent fixtures will be retrofit with linear direct wire LED lamps.
4	wireless wide view sensors and power packs will be installed.

**Project Scope of Work Overview – Water Treatment Exterior**

6	HID fixtures will be replaced by new LED wall pack fixtures.
3	compact fluorescent fixtures will be replaced by new LED wall pack fixtures.
1	HID fixture will be replaced by new LED flood fixture.

**Project Scope of Work Overview – Library Interior & Exterior**

63	four foot fluorescent fixtures will be retrofit with linear direct wire LED lamps and custom designed reflector. Fixtures will be controlled by occupancy sensors.
12	four foot fluorescent fixtures will be retrofit with linear direct wire LED lamps.
8	ceiling mount occupancy sensors will be installed.
6	occupancy sensor power packs will be installed.
4	HID lamps will be retrofit by new LED lamps.
3	compact fluorescent lamps will be replaced by new LED lamps.
2	common incandescent lamps will be replaced by new LED lamps.
2	HID fixture will be replaced a by new LED wall pack fixture.
2	wall mount occupancy sensors will be installed.
1	four foot fluorescent fixture will be retrofit with linear direct wire LED lamps and custom designed reflector.
1	HID fixture will be replaced by a new LED flood fixture.



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Project Scope of Work Overview – Museum Interior & Exterior

8	compact fluorescent lamps will be replaced by new LED lamps.
3	existing exit fixtures will be replaced with new LED exit fixtures.
2	common incandescent lamps will be replaced by new LED lamps.
2	HID fixtures will be retrofit with new LED lamps.
1	four foot fluorescent fixture will be retrofit with linear direct wire LED lamps.

Section 1.09. Premises. EOU will provide the Services as identified in Section 1.08 at the following facility(s):

- ✓ City Admin/Police Facility located at 15 E. Franklin St. Bellbrook, OH
- ✓ Museum located at 42 N. Main St. Bellbrook, OH
- ✓ Library located at 57 W. Franklin St. Bellbrook, OH
- ✓ Service Garage located at 29 N. West St. Bellbrook, OH
- ✓ Water Treatment Facility located at 4254 W. Franklin St. Bellbrook, OH
- ✓ Fire Station 1 located at 35 N. West St. Bellbrook, OH
- ✓ Fire Station 2 located at 4254 W. Franklin St. Bellbrook, OH

Section 2.01. Representations and Warranties of Customer. Customer hereby warrants and represents to EOU that:

- (a) Customer is the legal fee owner of the Premises and/or otherwise has all requisite authority to make the improvements to the Premises that will result from EOU's performance of the Services;
- (b) Customer has disclosed in writing to EOU the existence and location of all known or suspected asbestos and other hazardous materials on the Premises;
- (e) This Agreement has been approved by the Customer in accordance with all applicable laws, rules and regulations; and
- (f) The individual signing this Agreement on behalf of Customer is an authorized representative of Customer with the full power and authority to sign this Agreement on behalf of Customer and bind Customer to the terms hereof.

Section 2.02. Customer Default. Each of the following events or conditions constitutes a default by Customer ("Customer Default") and provides EOU the right to, without an election of remedies: (a) proceed pursuant to Section 7.01; and/or (b) terminate this Agreement by delivery of written notice declaring termination, upon which event Customer will be liable to EOU for all Services furnished to date, including any specially manufactured or non-stock items, whether in production or delivered, and any damages sustained by EOU, including anticipatory profits:

- (1) Any failure by Customer to pay or cause to be paid amounts due EOU more than thirty (30) days after the date of the invoice therefor;
- (2) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made;
- (3) Any default by Customer under any instrument or agreement related to the financing of all or any part of the Services or equipment hereunder;
- (4) Any failure by Customer to perform or comply with any material term or condition of this Agreement, including breach of any covenant contained herein, provided that such failure continues for ten (10) days after written notice to Customer demanding that such failure be cured or, if cure cannot be effected in such ten (10) days, Customer fails to promptly begin to cure and diligently proceed to completion thereof; or
- (5) The commencement of any voluntary or involuntary proceedings in bankruptcy or receivership by or against Customer, Customer becomes insolvent, make a general assignment for the benefit of creditors, or Customer fails to pay its debts as and when they become due.

Section 3.01. EOU's Liability Insurance. EOU will purchase from and maintain, without interruption from the commencement of the Services until the date of Final Completion, a commonly available commercial general liability policy of insurance through a company or companies rated A- or above by A.M. Best Company, providing coverage for workers' compensation insurance, comprehensive automobile insurance and commercial general liability insurance.

Section 3.02. Customer's Liability and Property Insurance. (a) Customer is responsible for purchasing and maintaining Customer's liability insurance of the type and amount Customer deems necessary and appropriate, provided, however, that the minimum coverage limits shall be no less than \$1,000,000 per occurrence.



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**Section 3.03. Waiver of Subrogation.** Unless prohibited by law, even if any loss or damage is caused by the fault or negligence of the other party, EOU and Customer, for themselves and all others claiming under them including any insurer, waive all rights including rights of subrogation against the other for loss, damage, or liability resulting from a risk (a) which is insured against by either party, to the extent of any recovery collectible under such insurance, or (b) that is required to be insured against by such party under the terms of this Agreement but such party failed to maintain such insurance to the extent required or any amount that would have been collected under such insurance had such party maintained such insurance. All policies of insurance of either party with respect to the Premises, the Services or a party's personal property located on the Premises will contain a provision of waiver of subrogation. Each party, if allowable by each party's insurer, shall cause any and all fire, extended coverage or any and all liability policies which may be carried endorsed with the following (or equivalent) clause: "This insurance shall not be invalidated should the insured waive in writing prior to a loss any and all right of recovery against any party for loss occurring to the property described herein."

**Section 4.01. Indemnification.** To the maximum extent permitted by law, EOU will indemnify and hold Customer harmless from any and all actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to tangible physical property of Customer, to the extent arising out of or resulting from the negligence of EOU's employees or other authorized agents in connection with the Premises. However, EOU will have no obligation to indemnify the Customer against actions, costs, expenses, damages and liabilities to the extent attributable to the omissions or negligent acts of the Customer or Customer's employees or agents. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions which occurred prior to expiration or termination.

**Section 5.01. Workmanship and Equipment Warranty.** EOU warrants that, for the duration of this Agreement, beginning from the date of Final Completion, EOU shall provide the Customer all labor and material required to replace any failed lamps, drivers and/or fixtures associated with this project.

EOU warrants that, for the duration of this Agreement, beginning from the date of Final Completion, EOU shall provide the material and labor required to repair or replace any failed lamps, ballasts and/or fixtures. No liability whatsoever shall attach to EOU until said equipment and Services have been paid for in full. EOU's warranties expressly exclude any remedy for damage or defect caused by corrosion, erosion, or deterioration, abuse, modifications or repairs not performed by EOU, improper operation, or acts of God.

**Section 6.01. Assignment.** Neither party may assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the other party. In the event that EOU defaults on any financing institute directly associated with the financing associated with this project, the remaining Agreement amount due to EOU by the Customer will be transferable to the financing institute, if applicable, holding the financing note associated with this project.

**Section 7.01. Applicable Law and Jurisdiction.** This Agreement is made and will be interpreted and enforced in accordance with the laws of the State of Ohio. Both parties hereby submit to the personal jurisdiction of the courts located in the State of Ohio and to being sued in such jurisdiction(s). The parties agree that any lawsuit initiated to enforce the terms of this Agreement will be filed in local court with jurisdiction located in the County in which the Project is located.

**Section 7.02. Term of Agreement.** The term ("Term") of this Agreement will commence as of the date first written above and end upon the Final Completion and Customer's payment obligations as detailed in Section 1.02 and Section 1.04.

**Section 7.03. Signatures In Counterpart.** This Agreement may be executed in several counterparts, each of which when executed will be deemed to be an original, but all together will constitute but one and the same Agreement. A facsimile copy or scanned and e-mailed copy hereof will suffice as an original.

**Section 8.01. Rebates, Grants and Energy Efficiency Credits.** Customer agrees to allow EOU to acquire any and all rebate, grant and/or energy efficiency credits that may be available as a result of the scope of work associated with the project as described in Section 1.08 of this document.





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**Section 8.02. EPACT 2005 Tax Deduction Credits.** Customer agrees to allow EOU to utilize the benefits of the federal tax deduction credits for implementing the energy conservation project as detailed within this agreement. Since Customer does not pay federal taxes, this federal tax incentive, EPACT 2005, has no value to Customer and may be credited to the "qualifying project engineer or installer".

**The City of Bellbrook, Ohio and Energy Optimizers, USA, LLC**  
*Energy Efficient Lighting Service Agreement (10-Year)*

**Project No. #: 1382C**

**Agreement – Signature Page**

**IN WITNESS WHEREOF**, the duly authorized representatives of the parties have each executed this Agreement, effective as of the date signed by Customer, unless stated otherwise in this Agreement.

**Energy Optimizers, USA, LLC**

**The City of Bellbrook, Ohio**

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Project Terms:**

**10-Year Service Agreement Payments**

✓ **\$1,466.00 per month for 120 months**

**PO#'s** \_\_\_\_\_



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# EXHIBIT A

## Certificate of Final Completion and Acceptance

### Certificate of Final Completion and Acceptance

Energy Optimizers, USA Project No.: 1382C

Date Final Completion Certificate Submitted to Customer: TBD

Date Final Completion Certificate Accepted by Customer (Warranty Begins): TBD

The Services performed pursuant to the Lighting Retrofit Service Agreement (the "Agreement"), by and between The City of Bellbrook, Ohio ("Customer") and Energy Optimizers, USA, LLC dated as of July 9, 2015, has been inspected by the undersigned Customer and has been determined to be finally complete.

The Date of Final Completion and Acceptance is hereby established as the date Customer executes this Certificate, as noted below.

**Energy Optimizers, USA, LLC**

**The City of Bellbrook, Ohio**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_