

RECORD OF RESOLUTIONS

Resolution No. 2015-L

April 13, 2015

CITY OF BELLBROOK, OHIO

RESOLUTION NO. 2015-L

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A WATER SERVICE AREA AGREEMENT WITH THE GREENE COUNTY BOARD OF COMMISSIONERS.

WHEREAS, the City of Bellbrook (City) and the Greene County Board of Commissioners (County) entered into an agreement on April 11, 1995 to coordinate the delivery of public water supply in Sugarcreek Township; and

WHEREAS, this Agreement expires on April 11, 2015; and

WHEREAS, the City and the County wish to approve a new Agreement.

NOW, THEREFORE, THE CITY OF BELLBROOK HEREBY RESOLVES:

Section 1. That the City Manager is hereby authorized to execute the attached Water Service Area Agreement with the Greene County Board of Commissioners.

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

Robert L. Baird, Mayor

Carrie C. Smith, Clerk of Council

City of Bellbrook/Greene County Bellbrook Water Service Area Agreement

THIS AGREEMENT, entered into this ___ day of _____, 2015 by and between the City of Bellbrook, Ohio, (hereinafter known as the "City") and the Board of County Commissioners of Greene County, Ohio, (hereinafter known as the "County"); and

WHEREAS, the City and County entered into an Agreement which became effective on 11 April 1995, to coordinate the delivery of public water supply in Sugarcreek Township ("Township"), Greene County, Ohio; and

WHEREAS, the City and County amended the agreement twice previously on September 6, 2012 and October 9, 2014; and

WHEREAS, the Agreement expires on April 11, 2015; and

WHEREAS, the City and County wish to approve a new Agreement as follows:

- Section 1: The Bellbrook Water Service Area ("Service Area") is amended as hereby described in Appendix A and further shown in Exhibit A.
- Section 2: The City agrees to pay the County one thousand three hundred dollars (\$1,300) for any tap-in that occurs in the portion of Parcel ID L32-0001-0003-00008-00 that is located to the west of a line that is extended north from the centerline of Sonoma Court to a point on Parcel ID L32-0001-0003-00015-00. This area is depicted in Exhibit B. The City will not compensate the County for any other tap-in that is located in the Bellbrook Service Area as described in Appendix A.
- Section 3: The City will have responsibility and authority for all functions necessary to provide public water supply to properties located within the Service Area, and will do so in accordance with its adopted regulations, but without the requirement of annexation or surcharge in user charges or other fees for Township properties within the Service Area.
- Section 4: The County will have responsibility and authority for all functions necessary to provide public water supply to all properties located outside the Service Area.
- Section 5: All new public water supply improvements located within the Service Area shall have plans approved and construction supervised by the City. Any such improvements shall be constructed with City standards. All new public water supply improvements located outside the Service Area shall have plans approved and construction supervised by the County. Any such improvements shall be constructed in accordance with County standards.
- Section 6: From time to time, the City or County may wish to purchase water from each other for distribution to users located in their respective service areas. Such purchases shall be initiated by a written request by the purchaser, and shall not be reasonably denied. If capacity improvements are needed to accommodate the request, the seller shall provide the purchaser with proof of the need, and identify the nature and cost of such improvements. The purchaser shall be responsible for payment of the cost. The cost of such purchased water shall be at the standard user charges and

other fees as those within the seller's service area. Details on point(s) of connection, method of metering, etc., shall be negotiated at the time the sale is sought.

Section 7: The City and County shall allow the opening of tie-in water valves between the potable water supplies in Emergency Situations. An Emergency Situation means a condition occurring on either system which is likely to result in imminent significant disruption of service to customers or is imminently likely to endanger life or property. This process shall be in accordance with written procedures agreed upon by both parties.

Section 8: The City and County have entered into a number of prior agreements for public water supply. The original agreement and supplementary agreement, dated December 27, 1978 and June 1, 1981, respectively, shall remain in effect. All other agreements are hereby terminated.

Section 9: The City shall provide to the County water meter readings for customers within the Service Area for the purpose of billing service charges.

Section 10: This Agreement shall be in effect for ten (10) years from the date of the Agreement and shall automatically renew in ten (10) year increments, unless either party notifies the other of their desire to terminate at least six (6) months prior to the expiration.

IN WITNESS WHEREOF, the parties have hereto set their hands to duplicates hereof in their respective capacities as listed below.

WITNESS

GREENE COUNTY BOARD OF
COUNTY COMMISSIONERS

Tom Koogler, President

Alan G. Anderson, Vice President

Approved to Form:

Robert J. Glaser, Commissioner
Date: _____

Elizabeth A. Ellis
Assistant Prosecuting Attorney

WITNESS

CITY OF BELLBROOK

Mark Schlagheck, City Manager
Date: _____

Approved to Form:

Patricia N. Campbell
Municipal Attorney

APPENDIX A

DESCRIPTION OF BELLBROOK WATER SERVICE AREA

Beginning at the intersection of the centerline of Clys and Feedwire Roads; thence east with the centerline of Feedwire Road to the intersection with the centerline of Upper Bellbrook Road; thence east to the northwest corner of Lot No. 23 of the Kable's Mill, Section One, subdivision; thence east with the north property line of Lot No. 23, Lot No. 22 and Lot No. 21 of the Kable's Mill, Section One, subdivision to the northeast corner of said Lot No. 21; thence south with the east property line of Lot No. 21, Lot No. 20, Lot No. 19 and Lot No. 18 of the Kable's Mill, Section One, subdivision to a point on the east line of said Lot No. 18 which is also the southeast corner of Lot No. 16 of the Kable's Mill, Section One, subdivision; thence east with the south property line of said Lot No. 16, crossing Heritage Trace Drive, to the southwest corner of Lot No. 35 of the Kable's Mill, Section One, subdivision; thence east and northeast with the south and east property line of said Lot No. 35 to the northeast corner of said Lot No. 35, also being the north corner of Lot No. 33 of the Kable's Mill, Section One, subdivision; thence southeast with the east property line of Lot No. 33, Lot No. 32 and Lot No. 31 of the Kable's Mill, Section One subdivision to the southeast corner of said Lot No. 31 which is also in the north property line of Lot No. 219 of the Kable's Mill, Phase 1 Section Seven, subdivision; thence east with the north line of Lot No. 219, Lot No. 218, Lot No. 217, and Lot No. 216 of the Kable's Mill, Phase 1 Section Seven, subdivision to the northeast corner of said Lot No. 216; thence crossing Pewter Court right of way to the northwest corner of Lot No. 197 of the Kable's Mill, Phase 1 Section Seven, subdivision; thence east with the north property line of Lot No. 197 of the Kable's Mill, Phase 1 Section Seven, subdivision to the northeast corner of Lot No. 197, also being the northwest corner of Lot No. 191 of the Kable's Mill, Phase 1 Section Six, subdivision; thence east with the north property line of Lot 191 to the northeast corner of said Lot No. 191, which is also the northwest corner of Lot No. 192 of the Kable's Mill, Phase 1 Section Six, subdivision; thence southeast with the north property line of Lot No. 192, Lot No. 193 and Lot No. 194 of the Kable's Mill, Phase 1 Section Six, subdivision; thence southeast with the property line of said Lot No. 194 to the east corner thereof; thence crossing Cheatham Way right of way to the north corner of Lot No. 187 of the Kable's Mill, Phase 1 Section Six, subdivision; thence southeast with the property line of said Lot No. 187 to the east corner thereof; thence with the projection of the last mentioned bearing a distance of twenty-five feet to the centerline of a fifty foot wide gas line easement conveyed to the Vectren Energy, said easement laying within Lot No. 2080 of Kable's Mill Phase 2 Section 3 and Lot No. 2057 of Kable's Mill Phase 2 Section Two; thence crossing Seton Hill Drive right of way and continuing through Lot No. 2029 of the Kable's Mill, Phase 2 Section Two, subdivision and to a point on the east property line on Lot No. 2143 of Kable's Mill Phase 2 Section Five subdivision, said point being located on the west property line of a 107.777 acre tract of land conveyed to Thomas L. Cronin, Jr., Trustee (Parcel L32-2-22-50) by deed recorded in Volume 3476, Page 950 of the Official Records of Greene County, Ohio; thence continuing through the center of existing gas line easement a point being the beginning of the Revised Water Service Area Line described as follows:

Located in Sections 33 and 27, Town 3, Range 6, Between the Miami Rivers Survey, Sugar creek Township, Greene County, State of Ohio, and being a revised water service area line described as follows:

Beginning at a point being over the top of an existing Vectren Energy gas line and within a 107.777 acre tract of land conveyed to Thomas L. Cronin, Jr., Trustee (Parcel L32-2-22-53) by deed recorded in Volume 3476, Page 950 of the Official Records of Greene County, Ohio, said point of beginning being located, for reference purposes, South 56°26'05" East for a distance of 34.40 feet from a stone found at the southeast corner of Lot 2134 in Kable's Mill Phase 2, Section 5 as recorded in Plat Cabinet 36, Pages 172B-174B of the Plat Records of Greene County, Ohio;

thence through said Thomas L. Cronin, Jr., Trustee land for the following two (2) courses, South 56°26'05" East for a distance of 397.04 feet;

thence South 85°50'00" East for a distance of 462.11 feet to the east line of said Cronin, Jr., Trustee land, the line between said Sections 33 and 27, and the west line of a 71.697 acre tract of land conveyed to Thomas L. Cronin (Parcel L32-2-22-53) by deed recorded in Volume 3472, Page 238 of the Official Records of Greene County, Ohio;

thence with the east line of said Thomas L. Cronin, Jr., Trustee land, said section line, and the west line of said Thomas L. Cronin land, North 05°33'57" East for a distance of 363.32 feet;

thence through said Thomas L. Cronin land and then becoming the south line of a 79.929 acre tract of land conveyed to James Keyes Parcel L32-2-22-3 by deed recorded in Volume 3343, Page 977, also becoming the north line of a 41.854 acre tract of land conveyed to Katherine L. Monnig, Trustee by deed recorded in Volume 2569, Page 634, and through an 80.05 acre tract of land conveyed to Thomas L. Cronin (Parcel L32 2 22 32) by deed recorded in Volume 2411, Page 976, all of the Official Records of Greene County, Ohio, South 84°22'08" East for a distance of 3553.34 feet a point in the east line of said last mentioned Thomas L. Cronin land and in the west bank of the Little Miami River;

thence south with the courses of the Little Miami River to the north bank of its confluence with Sugar Creek; thence upstream with the courses of the Sugar Creek to the intersection with the corporate limits of the City of Bellbrook; thence west with said corporate limits to the intersection with the centerline of Wilmington Pike; thence south with said centerline to the southwest corner of Lot No. 15 of the Walnut Hills, Section One, subdivision; thence west with the south property lines of Lot No. 15, Lot No. 16, Lot No. 17, Lot No. 18 and Lot No. 19 of the Walnut Hills, Section One, subdivision to a point also being the northeast corner of the Valais Court Condominium, Phase One, subdivision; thence south with the east property line of the Valais Court Condominium, Phase One, subdivision to the southeast corner thereof, which is also the northeast corner of the Valais Court Condominium, Phase Two, subdivision; thence south and west with the east and south property lines of said Valais Court Condominium, Phase Two, subdivision to the southwest corner thereof, which is also the southeast corner of the Valais Court Condominium, Phase Three, subdivision; thence west with the south property line of the Valais Court Condominium, Phase Three, subdivision to the southwest corner thereof, which is also the southeast corner of the Valais Court Condominium, Phase Four, subdivision; thence west and south with the south property line of the Valais Court Condominium, Phase Four, subdivision to the southwest corner thereof, which is also the Greene/Montgomery County line;

thence north with the Greene/Montgomery County line to the intersection with the centerline of Briggs Road; thence east with the centerline of Briggs Road to the intersection with the west line of the White Fence Farm, Section One, subdivision; thence north with said west line to the southwest corner of Lot No. 11, therein; thence east with the south property line of said Lot No. 11 to the southeast corner thereof; thence crossing Silverado Drive to the northwest corner of Lot No.

18 of the White Fence Farm, Section One, subdivision; thence with the north property line of said Lot No. 18 to the northeast corner thereof, which is also the southeast corner of Lot No. 19 of the White Fence Farm, Section One, subdivision; thence north with the east property line of Lot No. 19, Lot No. 20, Lot No. 21 and Lot No. 22 of the White Fence Farm, section One, subdivision to the northeast corner of said Lot No. 22, which is also the southwest corner of Lot No. 59 of the White Fence Farm, Section Three, subdivision; thence north and east with the south property line of Lot No. 59, Lot No. 58 and Lot No. 57 of the White Fence Farm, Section Three, subdivision to the southeast corner of said Lot No. 57; thence north with the east property line of said Lot No. 57 to the northeast corner thereof; thence crossing Napa Valley Drive to the southeast corner of Lot No. 48 of the White Fence Farm, Section Three, subdivision; thence north with the east property line of said Lot No.48 to the northeast corner thereof, which is also the north line of the White Fence Farm, Section Three, subdivision and the south property line of Parcel ID L32-0001-0003-00008-00; thence west with said south line to point where it intersects the east right-of-way line of Silverado Drive; thence north along east right-of-way line through the intersection of Center Point Drive; thence north with the west property line of Parcel ID L32-0001-0003-00008-00 to the centerline of Clio Road; thence east and north along centerline of Clio Road to the point of beginning and there terminate.

Exhibit B

