

**BELLBROOK CITY COUNCIL AGENDA**  
**August 28, 2017**



City of Bellbrook  
15 E. Franklin Street  
Bellbrook, Ohio 45305

T (937) 848-4666  
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[www.cityofbellbrook.org](http://www.cityofbellbrook.org)

**7:00 pm-Regular Meeting**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Formal Approval of the City Council Regular Meeting Minutes of July 10, 2017.
5. Mayor's Announcements/Special Guest

- Nikki Kosins-Cheer Coach-School-Streamers
- Police Chief Doug Doherty-Introduction of the SAFE Program

6. Public Hearing of Ordinances

**Ordinance 2017-6** An Ordinance Amending Ordinance 2016-14 to Adjust the City of Bellbrook Appropriations for 2017 to Reflect Additional Costs in some Line Items and Reduced Costs in other Line Items. (Schweller)

7. Introduction of Ordinances

**Ordinance 2017-7** An Ordinance Approving a Solid Waste and Recyclable Material Collection and Disposal Contract with Rumpke of Ohio, Inc. (Edwards)

8. Resolutions

**Resolution 2017-V** A Resolution Designating a Public Depositor (KeyBank National Association) of Active and Interim Deposits of the City of Bellbrook. (Seger-Lawson)

**Resolution 2017-W** Resolution Declaring the Official Intent and Reasonable Expectation of the City of Bellbrook on Behalf of the State of Ohio (the Borrower) to Reimburse Its Water Fund for the Upper Hillside Water Main Improvement Project (Loan #CK15U) with the Proceeds of Tax Exempt Debt of the State of Ohio. (McGill)

**Resolution 2017-X** A Resolution Directing the Greene County Auditor to Enter the Delinquent Cost of Weed and Grass Mowing on the Tax Duplicate for the Properties Attached Hereto. (Greenwood)

**Resolution 2017-Y** A Resolution Approving the Re-Plat of Lot #3C into Lots #37A and #3D, Highview Terrace Subdivision Section I. (Edwards)

**Resolution 2017-Z** A Resolution Approving the Record Plan for the Highview Terrace Subdivision, Section Three, Phase Two. (Seger-Lawson)

**Resolution 2017-AA** A Resolution Directing the Greene County Auditor to Enter the Delinquent Cost of Unpaid Water Bills on the Tax Duplicate for the Properties Attached Hereto. (McGill)

9. City Manager's Report

10. Committee Reports

A. Service

B. Safety

C. Finance/Audit

D. Community Affairs

11. Old Business

12. New Business

Ohio Division of Liquor Control Notice-The City received a notice of a change of ownership, Tiks Thai Grille LLC to Thai Grille LLC

13. Open Discussion

14. Adjourn

**RECORD OF PROCEEDINGS**  
Minutes of Bellbrook City Council Meeting  
July 10, 2017

**PRESENT:** Mr. Nick Edwards  
Mr. Forrest Greenwood  
Mr. Darryl McGill  
Mrs. Elaine Middlestetter  
Mrs. Dona Seger-Lawson  
Mayor Bob Baird

**ABSENT:** Deputy Mayor Mike Schweller

Mr. Schweller was absent. **Mrs. Middlestetter moved to excuse Mr. Schweller.** Mr. Edwards seconded the motion. The Clerk called the roll: Mrs. Middlestetter, yes; Mr. Edwards, yes; Mr. Greenwood, yes; Mr. McGill, yes; Mrs. Seger-Lawson, yes; Mayor Baird, yes. The motion carried 6-0.

This is a summary of the City Council meeting held on Monday, July 10, 2017. 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 work session minutes and regular meeting minutes of June 26, 2017 Mayor Baird declared the minutes approved as written.

**MAYOR'S ANNOUNCEMENTS/SPECIAL GUEST**

Fire Chief Jim Neidhard presented the National Fire Academy Executive Fire Officer certificate to Lieutenant Kevin Glueckert. Lieutenant Glueckert received this certificate after the completion of a four year program. He thanked his family, Council and City Manager for their support over the last four years.

Next, the new president of the Bellbrook Lions Club, Tim Seitner, came to give Council an update on the upcoming Lions Club Festival. Food tents will be in a different location and new games have been added for older kids. The Lions Club wants this to be a family event. The festival will feature a beer garden that will sell beer and wine. The festival runs August 17<sup>th</sup> through August 19<sup>th</sup>. All of the proceeds from the festival go back into the community.

**PUBLIC HEARING OF ORDINANCES**

Mr. Edwards **read Ordinance 2017-4** An Ordinance Authorizing the City Manager/Finance Directory to Submit the Tax Budget for Fiscal Year 2018 to the Greene County Auditor. The tax budget is required to set the tax rates for the next fiscal year.

Being a public hearing Mayor Baird opened up for public comment. Seeing no comments from the public the Mayor closed the public hearing and asked for a motion. Mr. Edwards made a motion to **adopt Ordinance 2017-4**. Mr. McGill seconded the motion. The Clerk called the roll: Mr. Edwards, yes; Mr. McGill, yes; Mr. Greenwood, yes; Mrs. Middlestetter, yes; Mrs. Seger-Lawson, yes; Mayor Baird, yes. The motion carried 6-0.

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Mrs. Seger-Lawson **read Ordinance 2017-5** An Ordinance Deleting Chapter 848 “Massage Establishments and Technicians” of the Bellbrook Municipal Code in its Entirety and Replacing with Chapter 848 “Massage Service Establishments.” Mr. Schlagheck said the original language was passed in 1983. This past year there was a business that had some questionable business practices. The current code has regulations, but updating was needed. The language was borrowed from the City of Springboro’s recent legislation. Mr. Schlagheck said this will allow the City, at a local level, to control the massage establishments that do business in the City.

Being a public hearing Mayor Baird opened up for public comment. Seeing no comments from the public the Mayor closed the public hearing and asked for a motion. Mrs. Seger-Lawson made a motion to **adopt Ordinance 2017-5**. Mr. Greenwood seconded the motion. The Clerk called the roll. Mrs. Seger-Lawson, yes; Mr. Greenwood, yes; Mr. Edwards, yes; Mr. McGill, yes; Mrs. Middlestetter, yes; Mayor Baird, yes. The motion carried 6-0.

## INTRODUCTION OF ORDINANCES

Mrs. Middlestetter **read Ordinance 2017-6** An Ordinance Amending Ordinance 2016-14 to Adjust the City of Bellbrook Appropriations for 2017 to Reflect Additional Cost in some Line Items and Reduced Costs in other Line Items. Mr. Schlagheck said periodically the appropriations will be amended based upon new information that comes up during the year. In this case, the appropriations are being reduced. The biggest reduction is in the water fund of over \$101,000. The Upper Hillside water main project that is currently in the engineering phase will go out to bid later in the year. Since the construction will not start until 2018, the money for construction administration was removed from this year’s appropriations. Other changes were minor that were amended to try to stay as close to budget as we can. This ordinance will be set for a public hearing to be held at the August 28<sup>th</sup> Council meeting.

Mrs. Middlestetter made a motion to **introduce Ordinance 2017-6**. Mr. Edwards seconded the motion. The Clerk called the roll. Mrs. Middlestetter, yes; Mr. Edwards, yes; Mr. Greenwood, yes; Mr. McGill, yes; Mrs. Seger-Lawson, yes; Mayor Baird, yes. The motion carried 6-0.

## RESOLUTIONS

Mr. McGill **read Resolution 2017-R** A Resolution Authorizing the City Manager to Adjust the Pay Scales of City Positions not Covered by a Collective Bargaining Agreement. This annual wage increase, effective August 1, 2017, will be 2.75% for most positions. The increase is consistent with the amount granted to police union employees for this year.

Mr. McGill made a motion to **adopt Resolution 2017-R**. Mrs. Seger-Lawson seconded the motion. The Clerk called the roll. Mr. McGill, yes; Mrs. Seger-Lawson, yes; Mr. Edwards, yes; Mr. Greenwood, yes; Mrs. Middlestetter, yes; Mayor Baird, yes. The motion carried 6-0.

Mr. Greenwood **read Resolution 2017-S** A Resolution Authorizing the City Manager to Enter into an Agreement with the Bellbrook-Sugarcreek Local School District for School Security. This is an agreement with the schools for increased presence during the day. This agreement is similar to the current agreement. The school reimburses the City \$16,000 for the school year for these services. If

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the levy is approved in November, this agreement will be replaced by one for a full-time school resource officer that the schools have requested. Mr. Edwards asked if we have been able to keep up with the requested four hours a day. Mr. Schlagheck said yes, we do a very good job with the resources we have.

Mr. Greenwood made a motion to **adopt Resolution 2017-S**. Mrs. Middlestetter seconded the motion. The Clerk called the roll. Mr. Greenwood, yes; Mrs. Middlestetter, yes; Mr. Edwards, yes; Mr. McGill, yes; Mrs. Seger-Lawson, yes; Mayor Baird, yes. The motion carried 6-.0.

Mr. Greenwood **read Resolution 2017-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. With this agreement, the school district reimburses the City a portion of the cost to have extra officers at the games.

Mr. Greenwood made a motion to **adopt Resolution 2017-T**. Mr. McGill seconded the motion. The Clerk called the roll. Mr. Greenwood, yes; Mr. McGill, yes; Mr. Edwards, yes; Mrs. Middlestetter, yes; Mrs. Seger-Lawson, yes; Mayor Baird, yes. The motion carried 6-.0.

Mr. Edwards **read Resolution 2017-U** A Resolution to Proceed to Levy a Tax in Excess of the Ten Mill Limitation. This resolution authorizes the placement of a new property tax levy on the November 7, 2017 ballot. The request is for a 3.0 mill, 5 year general fund levy. Mr. Schlagheck said over the coming months we will provide information to the residents about the need for this levy. For each \$100,000 of valuation, each resident will pay just under \$9.00 per month.

Mr. Edwards made a motion to **adopt Resolution 2017-U**. Mrs. Seger-Lawson seconded the motion. The Clerk called the roll. Mr. Edwards, yes; Mrs. Seger-Lawson, yes; Mr. Greenwood, yes; Mr. McGill, yes; Mrs. Middlestetter, yes; Mayor Baird, yes. The motion carried 6-.0.

## **CITY MANAGER REPORT**

Mr. Schlagheck said the joint bids for waste and recycling collection services were opened last week. One bid was received from Rumpke, our current contractor. The bid price for the service is \$13.85 per resident per month. This is over a five percent increase for the first year but it is locked for five years. Mr. Schlagheck said in the future there will be legislation before Council to approve a five year contract with Rumpke. Mr. Schlagheck said Rumpke has provided good service and also there will be no transition period of swapping out new containers. In the short term, residents will not see any increase to the rate they pay for waste collection and recycling.

Next, Mr. Schlagheck said there is an advertisement for a part-time code enforcement position. This position will allow some restructuring of duties when Eileen retires this fall.

## **COMMITTEE REPORTS**

**Service:** No Report.

**Safety:** No Report

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**Finance/Audit:** No Report

**Community Affairs:** No Report

**OLD BUSINESS-**

**NEW BUSINESS-**

**OPEN DISCUSSION-**

**ADJOURN**

Being no further business to come before this regular session of the Bellbrook City Council, Mayor Baird declared the meeting adjourned at 7:45 pm.

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Robert L. Baird, Mayor

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Jami L. Kinion, Clerk of Council

# RECORD OF ORDINANCES

Ordinance No. 2017-6

August 28, 2017

## City of Bellbrook

### Ordinance No. 2017-6

#### **An Ordinance Amending Ordinance 2016-14 to Adjust the City of Bellbrook Appropriations for 2017 to Reflect Additional Costs in some Line Items and Reduced Costs in other Line Items.**

WHEREAS, the City of Bellbrook adopted the 2017 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 2017 appropriation levels in several of the funds listed below be amended as follows:

<b>Fund</b>	<b>Personal Services</b>	<b>Other Expenses</b>	<b>2017 Supplemental Appropriations</b>
General Fund:			
-Administrative	\$ 622	\$ 8,000	8,622
-Community Environment	<u>1,142</u>	<u>0</u>	<u>1,142</u>
Total General Fund	1,764	8,000	9,764
Fire Fund	(15,000)	0	(15,000)
Water Fund	2,272	(101,800)	(99,528)
Capital Improvement Fund	0	9,793	9,793
Performance Bond Fund	0	18,000	18,000
Agency Fund	0	(6,000)	(6,000)
Grand Total - All Funds	<u>\$(10,964)</u>	<u>\$(72,007)</u>	<u>\$(82,971)</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. 2017-6

August 28, 2017

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2017.

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Robert L. Baird, Mayor

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Jami L. Kinion, Clerk of Council

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



# RECORD OF ORDINANCES

Ordinance No. 2017-7

September 11, 2017

## City of Bellbrook

### Ordinance No. 2017-7

#### **An Ordinance Approving a Solid Waste and Recyclable Material Collection and Disposal Contract with Rumpke of Ohio, Inc.**

WHEREAS, the City of Bellbrook participated in the 2017 Southwest Ohio Regional Refuse Consortium Invitation to Bid for the Collection, Transportation and Delivery for Disposal or Processing of Residential Solid Waste and Recyclable Materials; and

WHEREAS, the City's current contract with Rumpke of Ohio, Inc. expires on December 31, 2017; and

WHEREAS, competitive bids for a five year contract were opened on June 29, 2017 and Rumpke of Ohio, Inc. was the lowest and best bidder; and

WHEREAS, the monthly price per residential unit for unlimited solid waste collection service will be \$10.13 and the monthly price per residential unit for weekly recycling collection service will be \$2.89 for a period of five years.

#### **Now, Therefore, the City of Bellbrook Hereby Ordains:**

Section 1. That the bid of Rumpke of Ohio, Inc. is hereby accepted.

Section 2. That the City Manager is hereby authorized to enter into a contract with Rumpke of Ohio, Inc. effective January 1, 2018 according to the specifications set forth by the Southwest Ohio Regional Refuse Consortium and to take such other action as required.

Section 3. This ordinance shall take effect and be in force from and after the earliest period provided by law.

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Robert L. Baird, Mayor

\_\_\_\_\_  
Jami L. Kinion, Clerk of Council

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



**AGREEMENT FOR THE COLLECTION, TRANSPORTATION  
AND DELIVERY FOR DISPOSAL OR PROCESSING OF RESIDENTIAL SOLID  
WASTE AND/OR RECYCLABLE MATERIALS GENERATED WITHIN THE  
CITY OF Bellbrook, OHIO.**

**THIS AGREEMENT** for the collection, transportation and delivery for disposal or processing of Solid Waste and/or Recyclable Materials ("Collection Services") generated within the City of Bellbrook, Ohio (the "Collection Agreement") entered into this \_\_\_\_ day of, \_\_\_\_\_, 2017, is by and between the City of Bellbrook, Ohio (the "City"), with its offices located at (address), and RUMKE OF OHIO, INC. ("Contractor"), a Corporation [insert corporation, limited liability company, partnership, sole proprietorship or joint venture] with an office located at 10795 Hughes Rd, Cincinnati (address), Ohio 45251.

**RECITALS**

**WHEREAS**, pursuant to Sections 715.43 and 3707.43 of the Ohio Revised Code, the City may enter into written contracts with independent contractors to establish such collection systems and designate solid waste facilities as may be necessary or appropriate to provide for the safe and sanitary management of Solid Waste, including Recyclable Materials, generated within the City; and

**WHEREAS**, the City has determined that it is in the best interests of the City and its Residents that the City arrange for the collection, transportation and delivery for disposal or processing of all Solid Waste and/or Recyclable Materials generated at Residential Units, City Municipal Facilities and during Special Events located within the City from a single contractor on an exclusive basis; and

**WHEREAS**, on May 31, 2017, and June 5, 2017, the City, as part of a Joint Bid Process with several communities located within Southwest Ohio ("2017 Southwest Ohio Regional Refuse Consortium"), invited through public advertisement qualified providers of the Collection Services to submit bids to provide such Collection Services on the terms and conditions contained herein; and

**WHEREAS**, the Contractor submitted a bid to become the sole provider of Collection Services for the benefit of the City and its Residents; and

**WHEREAS**, following the official opening of the bids on June 29, 2017 by the 2017 Southwest Ohio Regional Refuse Consortium and consideration of bids for Collection Services, the City determined that the Contractor is qualified to provide the Collection Services to the City and approved the award of the Collection Agreement to the Contractor; and

**WHEREAS**, the City and the Contractor have agreed on terms and conditions for the Collection Services in conformance with the Bid Documents for the per Residential Unit

monthly price as stated on the Bid Forms, as well as for other Optional Services which are attached as Exhibit A, all of which are incorporated by reference; and

WHEREAS, the City and the Contractor each represents that it has the authority to execute this Collection Agreement for the Collection Services identified herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements below, the parties incorporate the foregoing recitals and agree as follows:

#### ARTICLE I – DEFINED TERMS

The capitalized terms used in this Collection Agreement are defined in Exhibit B, Defined Terms, which is attached and incorporated by reference.

#### ARTICLE II – AGREEMENT, TERM & RENEWAL TERMS

- 2.1 **Agreement and Independent Contractor Status.** The City hereby authorizes the Contractor and the Contractor hereby accepts such authorization, on an exclusive basis and as an independent contractor, to collect, transport, and deliver for disposal or processing, Solid Waste and/or Recyclable Materials generated at Residential Units, City Municipal Facilities and during certain Special Events within the City.
- 2.2 **Effective Date and Term.** This Collection Agreement shall be effective on the date of last execution. The initial term of this Collection Agreement shall be for 5 years, beginning on 1/1/18 and terminating on 12/31/22.
- 2.3 **Renewal Terms.** If the term of this Collection Agreement is for three (3) years, such Agreement may be renewed for two (2) additional consecutive terms of up to one (1) year each at the sole discretion of the City, provided the cost for the Collection Services does not exceed the prices reflected on the Bid Form, attached as Exhibit A.
- 2.4 **Implementation Plan.** From and after the Effective Date, the Contractor shall submit proof that the benchmarks identified in the implementation plan, which is attached as Exhibit C and incorporated by reference, have been met. The Contractor shall certify: (a) compliance with the benchmarks which include, but are not limited to, the purchase of sufficient vehicles, collection containers and equipment to perform; (b) that Contractor's employees have completed training and driven the City-approved Collection Routes; (c) that City-approved written notices to Residents were sent to each Resident by U.S. mail explaining the procedures and obligations of each owner or occupant of a Residential Unit to receive Collection Services, and detailing the requirements for placement of collection containers; (d) that the delivery of any Contractor-provided collection containers is complete; and (e) that the Contractor has delivered to the City proof of

insurance, proof of workers' compensation coverage and the required Performance Bond, which is attached as Exhibit D and incorporated by reference. Finally, the Contractor shall certify that all conditions precedent to the commencement of performance of the Collection Services have been satisfied by the dates stated on the implementation plan submitted by the Contractor.

### ARTICLE III — GENERAL REQUIREMENTS OF THE CONTRACTOR

- 3.1 **Delivery to Disposal or Processing Facilities.** The Contractor shall provide regular weekly collection of Solid Waste and/or Recyclable Materials from each Residential Unit, Municipal Facilities and during Special Events located within the City, including such materials that exceed the capacity of a City or Contractor- provided collection container, if provided. All Solid Waste and/or Recyclable Materials generated at each Residential Unit shall be collected by the Contractor, provided the Resident places such items in the manner specified in the City-approved written notice specified in Section 2.4 and Section 4.4. The Contractor shall collect, transport and deliver all Solid Waste and/or Recyclable Materials to the licensed facility or facilities identified by Contractor in Contractor's Bid. The Contractor shall pay to the owner or operator of the facility or facilities all charges, costs, fees and expenses incurred for the disposal or processing of the Solid Waste and/or Recyclable Materials collected by the Contractor. Separated Recyclable Materials shall not be delivered to any landfill. All Collection Services performed by the Contractor pursuant to this Collection Agreement shall be performed in a competent and workmanlike manner.
- 3.2 **Vehicles and Equipment.** The Contractor shall furnish all vehicles and equipment necessary to provide the Collection Services required under this Collection Agreement, as well as the necessary facilities for the thorough cleaning and maintenance of the vehicles and equipment. The Contractor shall keep all vehicles and equipment in a clean, sanitary and safe operating condition at all times. All vehicles used by the Contractor for the collection of Solid Waste and/or Recyclable Materials shall be enclosed, washed and cleaned, leak proof (including but not limited to free from leaks of fuel or hydraulic fluid), rust- free and equipped with a broom, shovel and rake. Other types of vehicles may be used only as approved by the City. All vehicles shall be painted uniformly, and shall bear the Contractor's name, vehicle number and Contractor's telephone number. All vehicles and equipment may be inspected from time to time by the City to determine that same are clean, sanitary and in safe operating condition; however, such an inspection shall not constitute a representation by the City that the vehicles and equipment are safe. Any vehicles or equipment that, in the opinion of the City, are not clean, sanitary or in a safe operating condition shall be removed from service by the Contractor until such vehicles have been cleaned and/or repaired to the satisfaction of the City. Failure to comply with these standards constitutes grounds for termination of this Collection Agreement by the City.

- 3.3 **Contractor's Office and Telephone.** The Contractor shall maintain an office in Southwest Ohio, and telephone service with a non-toll telephone number from the City, which shall be manned by a live operator and a supervisor on working days from 7:00 a.m. to 7:00 p.m. to receive any complaints or calls regarding the Collection Services from a Resident or the City. The Contractor shall also maintain an emergency contact number which is available 24 hours per day, seven (7) days per week.
- 3.4 **Contractor Ability to Communicate with Vehicles in the Field.** The Contractor shall maintain two-way radio or cellular telephone service with the drivers of all vehicles used to provide Collection Services within the City, so that the Contractor may communicate with the drivers in order to expedite the Contractor's response to complaints regarding the Collection Services.
- 3.5 **Employee Training.** The Contractor shall provide training in operations, approved collection routes, safety practices, use of employee uniforms and conduct for all employees involved in providing the Collection Services.
- 3.6 **Recyclable Materials Collection Containers.** The Contractor shall collect all Recyclable Materials from each Residential Unit from a Contractor-provided collection container for Recyclable Materials, or from any other collection container used by a Resident for Recyclable Materials, provided that a collection container for Recyclable Materials can be readily identified by the driver of the collection vehicle, or the collection container is clearly marked as containing Recyclable Materials. The Contractor shall provide each Residential Unit with one (1) sixty-four (64) gallon wheeled collection container for Recyclable Materials at no additional charge. The Collection Contractor shall replace lost or damaged collection containers at the request of a Resident. The Contractor may offer to rent additional wheeled collection container(s) for Recyclable Materials to Residents at the price stated on Exhibit A. In the event a Resident chooses to rent additional Recyclable Materials collection container(s) from the Contractor, the Contractor shall bill the Resident directly for the use of such Contractor-provided collection container(s) at the price stated on Exhibit A. The City shall not be responsible for such additional charge. If a Residential Unit requests a smaller collection container after the delivery of a sixty-four (64) gallon collection container, the Contractor shall provide such smaller collection container upon the approval of the City.
- A. **Solid Waste Collection Containers.** Residents shall provide their own collection containers for Solid Waste. The Contractor may offer to rent wheeled Solid Waste collection containers to the Residents at the price stated on Exhibit A. In the event a Resident chooses to rent a Solid Waste collection container(s) from the Contractor, the Contractor shall bill the Resident directly for the use of such Contractor-provided collection container(s) at the price stated on the Exhibit A. Cardboard

containers shall be acceptable for bulky or loose materials. The Contractor may refuse to collect collection containers that are in excess of 50 pounds or cardboard containers that become wet.

- 3.7 **Collection of Bulky Items Included.** Solid Waste shall include, and the Contractor shall collect, larger household objects including but not limited to furniture, appliances, carpet and padding, mattresses and box springs, child play equipment, fencing, Christmas trees, and bulk or bundled Yard Waste on the regularly scheduled collection day from the usual point of pickup at a Residential Unit. The Contractor shall collect such items without additional charge. If the Contractor wishes to request Residential call-ahead for the collection of Bulky Items, such procedure must be pre-approved by the City. In no event shall a Residential call-ahead procedure relieve Contractor of the duty to collect all Bulky Items on the day of collection. All appliances containing chlorofluorocarbon gas (CFC or freon) shall be subject to the requirements of Section 3.9.
- 3.8 **Collection of Chlorofluorocarbon (CFC) Appliances.** Appliances containing chlorofluorocarbon (CFC) shall be collected by the Contractor on the same day as the City-approved day for the collection of Solid Waste. In the event a CFC- containing appliance is placed for collection without proper certification of CFC removal attached, the Contractor shall arrange for the proper removal of all CFCs from such appliances in compliance with all applicable laws and regulations. Annually, or more frequently upon request of the City, the Contractor shall provide a written report to the City of the number of CFC-containing appliances collected by the Contractor, including the Contractor's certification that the removal of CFC was performed in compliance with all applicable laws and regulations. The Contractor shall invoice each Resident who places an appliance containing CFC for the cost and proper removal of CFC. The City shall not be responsible for the cost of CFC removal. In no event shall the Contractor's invoice to a Resident for the removal of CFC exceed the per appliance price as stated on Exhibit A.
- 3.9 **Collection of Home Remodeling Debris.** The Contractor may limit the collection to Home Remodeling Debris. The Contractor shall include a description of Home Remodeling Debris in the Resident obligation notice mailed to the Residents of the City.
- 3.10 **Services at City Municipal Facilities.** The Contractor shall provide collection containers to the City at the location, number, container type, container size and day of collection as stated on Exhibit E, which is attached and incorporated by reference. The Contractor shall collect all Solid Waste and/or Recyclable Materials deposited in the collection containers on the collection day stated in Exhibit E. In the event that additional collections of the collection containers shown on Exhibit E are necessary, the Contractor shall collect such containers as requested by the City at no additional charge or as specified in Exhibit E, provided that City requests for additional collection are not greater than two in a calendar month. Within reason, the number, sizes and locations of the collection containers are subject to change in the discretion of the City upon written notice to the Contractor.

- 3.11 **Collection at Special Events and/or Minor Remodeling Projects of City Buildings.** The Contractor shall provide Collection Services upon request of the City for Special Events included on the attached Exhibit E. The Contractor shall also provide an open top roll-off container of up to thirty (30) yards capacity for one (1) additional Special Event per year or for the minor remodeling of any City Municipal Facility, without additional charge, as requested by the City. Unless otherwise agreed in writing, no additional fees shall be charged to the City for these services, notwithstanding the frequency or number of collections (up to five (5) pulls) that may be required by the City, or the volume or nature of the Solid Waste and/or Recyclable Materials collected. Any containers and/or pulls in addition to those included on Exhibit E or the one additional Special Event per year may be requested by the City at the price indicated on Exhibit A.
- 3.12 **Commercial Establishments Excluded.** This Collection Agreement does not require the Contractor to provide any services to commercial establishments within the City, unless such commercial establishments are specifically identified in Exhibit E and incorporated as a Residential Unit Equivalent. The Contractor may, in its sole discretion, enter into private contracts to provide services to commercial establishments not defined as City Municipal Facilities or Residential Unit Equivalents.

#### **ARTICLE IV — CONTRACTOR'S CONDITIONS OF RESIDENTIAL UNIT COLLECTION**

- 4.1 **Collection Routes and Day of Collection.** On or before August 31, 2017, the Contractor shall furnish the City, for approval by the City: (a) collection routes consisting of a route map, showing the individual routes for the collection of Solid Waste and/or Recyclable Materials and their beginning and ending points; (b) confirming the weekday on which all Residential Solid Waste and/or Recyclable Materials will be collected for each collection route within the City (collection of Residential Solid Waste and/or Recyclable Materials shall be on the same weekly schedule, as set forth in the collection day and route schedule provided by the Contractor and approved by the City.) The Contractor shall not change the day of collection without written approval by the City. In the event such a change is approved by the City, written notice of such approved change must be provided to each affected Residential Unit at least ten (10) days prior to the new collection day. The City retains the right to adjust the collection routes submitted by the contractor to provide for public convenience and safety. The Contractor shall perform the Collection Services using the final City-approved collection routes.
- 4.2 **Holidays.** Holidays that may be observed by the Contractor include New Year's Day and Christmas Day, or any other day pre-approved by the City. In any week containing an observed holiday, the day of collection may be moved to the day immediately following the regular day of collection. The Contractor shall resume the regular schedule the following week.



- 4.3 **Starting and Ending Time.** Collection of Solid Waste and/or Recyclable Materials shall occur between 7:00 a.m. and 7:00 p.m. on the day designated for collection. In the event the City notifies the Contractor that the Contractor has violated the permissible hours of collection three or more times in any ninety (90) day period, except for the purposes of picking up missed collections as set forth above, the City may, at the City's discretion, withhold two hundred dollars (\$200.00) per occasion from the monthly payment due to Contractor, including the first three occasions. Exhibit E contains additional starting and ending time provisions.
- 4.4 **Notice to Residential Units.** No later than ten (10) days prior to the first date of the Collection Services, the Contractor, at the Contractor's expense, shall provide written notice to each Residential Unit by letter delivered by U.S. mail listing the procedures and obligations of the owner or tenant of each Residential Unit receiving Collection Services. Such notice shall include a contact telephone number for the City and the Contractor, and each Residential Unit's collection schedule including holidays to be observed pursuant to Section 4.2. The initial notice, including the procedures and obligations, shall be submitted to the City for approval by August 31, 2017. There shall be no more than one subsequent mailing per year, and only with the approval of the City Manager.
- 4.5 **Procedure for Curbside Collection Service.** Except as provided in Section 4.6, collection of Solid Waste and/or Recyclable Materials shall be made for each Residential Unit at one point of pick-up at the curbside of the Residential Unit or other identified location for non-curbed Residential Units.
- 4.6 **Procedure for Carry-out Collection Service.** The Contractor shall provide Carry-out Collection Service at the same rate as the Curbside Collection Service to any Resident with a physical disability which limits or impairs the ability to walk, in accordance with Ohio Revised Code Section 4503.44(A)(1). The City may require the Contractor to maintain a list of Residents who are eligible to receive Carry-out Collection Service at no additional charge, and notify the City of any changes to that list.
- 4.7 **Handling of Collection Containers.** All re-usable collection containers used by a Resident shall be returned to the location from which they were removed, erect and with lids in place. If a collection container has no lid, such collection container shall be placed upside down at the location from which it was removed. The Contractor shall immediately pick up or sweep up any materials that the Contractor spills during collection. The Contractor is also responsible for cleanup of all hydraulic or other fluids which leak from collection vehicles. All such cleanups are required to be performed as soon as possible, but in no case longer than eight (8) hours after the spilled leak, or the end of the collection day. In the event the Contractor fails to adequately perform a cleanup required pursuant to this section, the City shall have the right to perform such cleanup services using City employees or other contractors and withhold release of monthly payment in accordance with Section 6.2.

- 4.8 **Damage to Collection Containers.** The Contractor shall exercise due care to avoid damaging collection containers. The Contractor shall make a like kind replacement of collection containers that it has substantially damaged through the negligence of the Contractor. The Contractor shall warrant that any Contractor-provided collection container shall be free from defects; and engineered to last for not less than ten (10) years. Any damaged or broken Contractor-provided collection containers shall be replaced by the Contractor, at the sole cost and expense of the Contractor.
- 4.9 **Violation of Resident Obligations: Refusal to Collect.** Upon the first instance that a Resident places Solid Waste and/or Recyclable Materials for collection in a manner that violates the Resident's obligations as contained in the original notice mailed by the Contractor to each Residential Unit, the Contractor shall collect such items and leave a tag advising the Resident of the reasons why such placement is unacceptable. Upon any subsequent instance that a Resident places Solid Waste and/or Recyclable Materials for collection in a manner that violates the Resident's obligations, the Contractor may refuse to pick up such materials provided that at the time of refusal, the Contractor leaves a tag advising the Resident of the reasons for the Contractor's refusal to collect the materials. The Contractor shall provide the City with copies of all tags left at each Residential Unit pursuant to this section. The Contractor shall not take undue measures to determine compliance with specified weight or size restrictions, but shall act, in good faith, in favor of the City and the Residents receiving the Collection Services.
- 4.10 **Conduct of Contractor's Employees.** The Contractor shall perform all Collection Services in compliance with federal, state and local laws and ordinances, including rules and regulations adopted by the solid waste district and the local board of health. The Contractor's employees shall conduct themselves in a polite, courteous and helpful manner at all times and shall refrain from the use of loud or profane language. All employees shall wear a shirt or other appropriate clothing bearing the Contractor's company name in large type. The City may request transfer of any employee who performs his or her duties in a manner that is unsatisfactory to the City.
- 4.11 **Daily Reports.** The Contractor shall report any Residential Units not placing collection containers on the collection day. This report shall be provided to the City at the end of each collection day to avoid disputes regarding whether collection containers were placed for collection by the Resident.
- 4.12 **Contractor's Response to Complaints.** The City shall notify the Contractor of any complaints received regarding the Contractor's services or performance and suggest corrective measures. The Contractor shall, before 5:00 p.m. and before the last collection vehicle leaves the City at the end of the day of collection, contact the City to determine if any complaints have been received. The Contractor shall give prompt and courteous attention to all complaints, and in the case of missed collections, shall arrange for collection on the same day.

ARTICLE V — PERFORMANCE ASSURANCE, BOND, INSURANCE AND INDEMNIFICATION

- 5.1 **Performance Assurance.** The Contractor shall immediately report to the City any notice or order from any governmental agency or court or any event, circumstance or condition which may adversely affect the ability of the Contractor to fulfill any of its obligations hereunder. If, upon receipt of such report, or upon the City's own determination that any such notice, order, event, circumstance or condition adversely affects the ability of the Contractor to fulfill its obligations, the City shall have the right to demand adequate assurances from the Contractor that the Contractor is able to fulfill its obligations. Upon receipt by the Contractor of any such demand, the Contractor, within fourteen (14) days of such demand, shall submit to the City its written response to any such demand. In the event that the City does not agree that the Contractor's response will provide adequate assurance of future performance to the City and its Residents, the City may, in the exercise of its sole and reasonable discretion, seek substitute or additional sources for the delivery of all or a portion of the Collection Services, declare that the Contractor is in default of its obligations under this Collection Agreement, or take such other action the City deems necessary to assure that the Collection Services will be provided including the right to terminate the Collection Agreement.
- 5.2 **Performance Bond.** Within ten (10) days after receiving the Notice of Award, the Contractor shall furnish and maintain for the duration of this Collection Agreement, including any renewal terms, a Performance Bond executed by a duly authorized surety, acceptable to the City in all respects, or such other security acceptable to the City, in the amount of 100% of the consideration for performance of year one of the Collection Agreement. The Performance Bond is attached as Exhibit D and may be renewed by a substitute surety acceptable to the City, provided that the terms and conditions of this Performance Bond obligate the surety to honor the Performance Bond until the City accepts, in writing, a substitute surety.
- 5.3 **Liability Insurance.** The Contractor, at the Contractor's sole cost and expense, agrees that it shall at all times during the term and any renewal term of this Collection Agreement carry and maintain in full force and effect, for the mutual benefit of the City and the Contractor, commercial general public liability insurance against claims for personal injury, death or property damage, occurring as a result of the performance of the Collection Services. The insurance coverage to be purchased and maintained by Contractor as required by this paragraph shall be primary to any insurance, self-insurance, or self-funding arrangement maintained by the City. The coverage and limits of such insurance are listed on Exhibit F, which is attached hereto and incorporated herein by reference. The Contractor shall be responsible for payment of any and all deductible(s) or retention(s) under the policies of insurance purchased and maintained by it pursuant to this Contract.

- 5.4 **Proof of Insurance.** All insurance required by this Collection Agreement shall be obtained from a responsible insurance company or companies reasonably satisfactory to the City and authorized to do business in the State of Ohio. The City shall be named as an additional insured in such insurance policies. Originals of the insurance policies or certificates shall be delivered to the City promptly upon commencement of the term of this Collection Agreement, and insurance policy renewals or certificates shall be delivered to the City not less than thirty (30) days prior to the expiration dates of any policy. Each policy shall provide that the insurance company shall give notice to the City at least thirty (30) days prior to the effective date of any cancellation or expiration of any such insurance policy.
- 5.5 **Workers' Compensation Coverage.** Prior to commencing work under this Collection Agreement, the Contractor shall furnish to the City satisfactory proof that the Contractor has paid current premiums for workers' compensation coverage for all persons employed in carrying out the work covered by this Collection Agreement. The Contractor shall hold the City free and harmless for any and all personal injuries of all persons performing work for the Contractor under this Collection Agreement.
- 5.6 **Indemnification.** The Contractor shall save, indemnify and hold the City, its Board of Trustees, employees, agents, officers and consultants (each an indemnitee) harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), which any indemnitee may hereafter incur, become responsible for, or pay out for or resulting from the performance of the Collection Services under this Collection Agreement, provided that any such claim, damage, loss, or expense:
- (a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including any resulting loss of use; and
  - (b) is caused in whole or in part by any intentional, reckless or negligent act or omission of the Contractor, anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.
- 5.7 **Environmental Indemnification.** The Contractor shall save, indemnify and hold the City, its Council members, employees, agents, officers and consultants (each an indemnitee) harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever

(including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), which any indemnitee may hereafter incur, become responsible for, or pay out for or resulting from contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders, in each case, to the extent caused by the Contractor's negligent, reckless, or willful misconduct relating to the Collection Services. Any indemnitee shall promptly notify the Contractor of any assertion of any claim against it for which it is entitled to be indemnified, shall give the Contractor the opportunity to defend such claim and shall not settle such claim without the approval of the Contractor. This section shall survive expiration or earlier termination of this Agreement.

- 5.8 **Indemnity Not Limited.** In any and all claims against the City, its employees, agents, officers and consultants, by any employee of the Contractor or anyone for whose acts any of them may be liable, the indemnification obligation under Sections 5.6 and 5.7 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability benefit acts, or other employees' benefit acts.
- 5.9 **Personal Liability.** Nothing herein shall be construed as creating any personal liability on the part of any employee, agent, officer or consultant of the City.

#### ARTICLE VI — BILLING, PAYMENT, ADJUSTMENTS OR REDUCTIONS TO PAYMENT

- 6.1 **Contractor Billings to City and City Payment.** The Contractor shall bill the City for the Collection Services within ten (10) days following the end of the month, and the City shall pay the Contractor on or before the thirtieth (30th) day following the end of such month. Such billing and payment shall be based on the prices and charges stated in the Exhibit A, increased for additional services requested and approved by the City or reduced by the City as provided in this Collection Agreement. In the event the City reduces payment to the Contractor, in good faith and at its sole discretion, the City will provide a written explanation and reference to the authorizing provision of the Collection Agreement, including paragraphs 4.3, 4.7, and 6.2. In the event that the Contractor disputes the basis for the reduction in payment, the City shall consider the basis for the dispute and may refund any such deduction to the Contractor. However, the City is under no obligation to accept the validity of any such dispute.

The Contractor shall be paid for the number of Residential Units within the City as agreed to by the City, subject to Section 6.3. As the number of Residential Units being serviced in the City increases or decreases, the Contractor and the City may adjust the number of Residential Units accordingly.

- 6.2 **Deductions from Contractor's Invoice for Non-performance.** If the Contractor misses or fails to make a collection on the regularly scheduled day from any Residential Unit(s) on the same street three (3) or more times in any ninety (90) day period, even if corrected within twenty-four (24) hours, the City may withhold payment as follows: the lesser of Twenty-Five Dollars (\$25.00) per Residential Unit or Two Hundred and Fifty Dollars (\$250.00) per street (no more than one mile in length). In the event the City performs cleanup services pursuant to Section 4.7, the City may withhold payment of one hundred dollars (\$100.00) per service call plus \$50.00 per hour for cleanup services performed by the City. The remedies available pursuant to this section are in addition to any other remedies available to the City pursuant to this Collection Agreement, and the City's determination not to use any remedy in response to a failure to perform shall not constitute a waiver by the City of the right to exercise any remedy in response to subsequent failures to perform.
- 6.3 **Unoccupied or Vacant Residential Units.** Residents shall be permitted to discontinue Collection Services on a temporary basis while unoccupied because of extended vacations of three (3) months or more, or when the Residential Unit is vacant, upon notification provided to the City. Residential Units that are unoccupied or vacant shall not be charged for Collection Service. The owner of the unoccupied or vacant Residential Unit shall notify the City that Collection Service is not required at the unoccupied or vacant Residential Unit. The City shall notify the Contractor of the addresses of unoccupied or vacant Residential Units. The Contractor shall not invoice the City for Collection Service during the period of time when a Residential Unit is unoccupied or vacant, and the Contractor has been duly notified.
- 6.4 **Annual Review of Generation.** Annually at the request of the City or the Contractor, the Contractor and the City shall meet to review the volumes of Solid Waste and/or Recyclable Materials collected from the City and its Residents and delivered for disposal or processing. If based on a review of the volumes collected, and based on the average per household generation figures available from the prior year, a decrease in the average per household generation of Solid Waste is attributable to an increase in the per household generation of separated Recyclable Materials, the Contractor and the City, in a manner to be determined by the parties, may discuss and implement changes that will decrease the cost to the City and its Residents and may provide for additional benefits for the City.
- 6.5 **Adjustment for Changes in Cost of Fuel.** Either the Contractor or the City may request a quarterly per Residential Unit fuel price adjustment for Collection Services. For purposes of this provision, a request for fuel price adjustment, upon verification by the City, will result in an adjustment to the Contractor's invoice received by Residential Units. The form of invoice shall include a fuel price adjustment as an increase or decrease in the quarterly price per Residential Unit for the collection of Solid Waste and/or Solid Waste and/or Recyclable Materials.

The invoice shall include the base per Residential Unit, and a separate fuel price adjustment amount to be added or subtracted for each Residential Unit. The price may be adjusted when the price of diesel fuel has changed during the preceding period in increments of at least twenty-five cents (\$.25) per gallon. (For example: an increase or

decrease in the price per gallon of diesel fuel between \$.25 and \$.49 shall be equal to \$.25 per gallon for purposes of the fuel price adjustment formula provided; an increase or decrease in the price per gallon of diesel fuel between \$.50 and \$.74 shall be equal to \$.50 per gallon for purposes of the fuel price adjustment formula, etc.).

The base price for fuel to be utilized in determining whether a fuel price adjustment is appropriate shall be the average price per gallon of diesel fuel on the Monday preceding the Bid opening, as determined by the Weekly On-Highway Retail Diesel Fuel Price, All Types, for the Midwest Region, as maintained by the Energy Information Administration of the United States Department of Energy ("EIA").

The per Residential Unit fuel price adjustment may first be adjusted, if necessary, on the Collection Services commencement date. Thereafter, the per Residential Unit fuel price adjustment may be made at the end of each quarter (quarters being January through March, April through June, July through September, and October through December) of the contract period, when the price per gallon of diesel fuel, as published by the EIA each Monday, or Tuesday when Monday is a Federal Holiday, has changed by an average amount during the preceding quarter of at least twenty-five cents more or less (\$.25) per gallon from the base price. Each twenty-five cent incremental (\$.25) change in the average price per gallon of diesel fuel, when compared with the base price per gallon for diesel fuel, shall adjust the per Residential Unit fee as follows:

M = total number of miles traveled by the Collection Contractor in one month for the City, on the collection route, divided by three (3) (the average number of miles per gallon for collection vehicles) multiplied by P, where P = fuel price adjustment in \$.25 per gallon increments) divided by RU, where RU = the number of Residential Units.

$$\text{Per Residential Unit base-line charge} + \frac{M/3 \times P}{RU}$$

- 6.6 **Permissible Pass-Through Charges.** Any and all governmental fee increases incurred for disposal or processing of Solid Waste and/or Recyclable Materials may be passed on by the Collection Contractor. Any and all governmental fee decreases shall be passed on by the Collection Contractor. A governmental fee is a fee applied to the disposal or processing of Solid Waste and/or Recyclable Materials levied by the United States Federal Government, State of Ohio, a county, township, or solid waste district. The Collection Contractor shall give the City and Residents as much notice as is practicable before adjusting for governmental or generation fee modifications. In the event an adjustment is necessary, the Collection Contractor charge per Residential Unit shall be adjusted by an amount to be determined as follows:

For Solid Waste Disposal: per ton price difference  $\div$  12

For Recyclable Materials Processing: (1/3) (per ton price difference)  $\div$  12

In the alternative, the City may elect to have the Collection Contractor provide a monthly invoice for any fee increase based upon the actual monthly tonnage.

- 6.7 **Data Collection and Quarterly Reporting.** The Contractor shall prepare and report the following data on the Collection Services provided by the Contractor on forms provided or approved by the City: (a) a record of the number of Residential Units within the City for which Solid Waste was collected by the Contractor on each regular collection day; (b) a record of the number of Residential Units within the City for which Recyclable Materials was collected by the Contractor on each regular collection day; and (c) a record of the total amount of Solid Waste and/or Recyclable Materials collected within the City pursuant to this Collection Agreement specified in tons, for each day that such Solid Waste and/or Recyclable Materials are delivered for disposal or processing. Upon request of the City, the Contractor shall provide copies of weight receipts and invoices that the Contractor obtains from the disposal or processing facilities. The Contractor shall prepare such records and provide them to the City on not less often than a quarterly basis.

#### **ARTICLE VII – BREACH, CURE, AND TERMINATION**

- 7.1 **Breach of Contract; Termination.** Upon the material failure of the Contractor to comply with the terms or conditions of this Collection Agreement, the City may terminate the Collection Agreement in the following manner: the City shall provide notice to the Contractor, by certified mail, return receipt requested, of the alleged material failure of the Contractor to comply with the Collection Agreement. The Contractor shall have ten (10) days to provide the City with written assurance, which can be substantiated by reasonable proof, that the material failure(s) issues identified in the notice have been corrected. In the event that the Contractor fails to provide such written assurance and substantiating proof within the ten (10) day period for corrective action, or there are ongoing or continuing failures to perform the Collection Services, the City may terminate this Collection Agreement. Any such termination shall not take effect until the City is able to secure alternate or substitute performance for the Collection Services. The City may commence the process to obtain an alternate or substitute service provider for the Collection Services following the failure of the Contractor to cure the alleged material failure to the satisfaction of the City, in the exercise of the reasonable discretion of the City.
- 7.2 **Surety or City Cover in the Event of a Material Failure.** In the event of termination, the Contractor's surety shall have the right to take over and perform under the Collection Agreement. However, if the surety does not commence performance, the City shall take over performance by contract or otherwise at the expense of the surety. In the event there is no surety-provided cover, or the City is unable to provide or obtain cover, the effective termination date may be delayed by the City until the City completes the process of obtaining a substitute service provider of the Collection Services. In such event, the Contractor shall continue to perform its responsibilities under this Collection Agreement until the effective date of



termination. Material failure includes, but is not limited to, the City's receipt of more than twenty (20) bona fide complaints in any given month regarding the Collection Services. A bona fide complaint is a complaint that the City has investigated and determined that the complaints represent failures of the Contractor to provide the required Collection Services. Material failure also includes the failure of the Contractor to provide the Performance Bond and proof of insurance as required, or payment of the City income taxes.

7.3 **Termination for Change of Control of Contractor.** The award of this Collection Agreement is based on the ownership and control of the Contractor as of the time of the award. Such ownership and control is a material term in such award. If during the term of this Collection Agreement, the Contractor shall be merged or sold, the City shall have the right, in its sole discretion, to terminate this Collection Agreement upon thirty (30) days written notice of termination to the Contractor. In the event of such notice of termination, the Contractor shall continue to perform under the terms of this Collection Agreement until such time as the City is able to obtain alternate or substitute service.

7.4 **Termination for Excessive Fuel Price Adjustment.** In the event that the fuel price adjustment provision results in a twenty percent (20%) increase in the price per Residential Unit per month for the Collection Services from the initial price per Residential Unit per month accepted by the City, the City may, in the exercise of its sole discretion and without liability to the Contractor, terminate this Agreement and issue a replacement Invitation to Bid. In the event of termination by the City as provided herein, the effective date of any such termination shall be the date of the Notice to Proceed in the replacement Invitation to Bid.

7.5 **Termination of Facility Agreements.** The Contractor is required to deliver Solid Waste and/or Recyclable Materials collected pursuant to the Collection Services Agreement to the facility or facilities identified in the Bid. In the event of the termination of any agreement between the Contractor and the identified facility or facilities through no fault of the Contractor, the Contractor shall be excused from delivering materials to such identified facility or facilities. The Contractor may deliver such materials to an alternate facility selected by the Contractor, upon notice to the City. However, any increase in the cost of providing Collection Services as a result of the termination of Contractor's facility agreement shall be borne by the Contractor.

#### **ARTICLE VIII – MISCELLANEOUS PROVISIONS.**

8.1 **Entire Agreement.** This Collection Agreement, Bid Form and other attachments and exhibits incorporated herein represent the entire agreement of the parties, and supersede all other prior written or oral understandings. This Collection Agreement may be modified or amended only by a writing signed by both parties.

- 8.2 **Notices.** Written notice required to be given under this Collection Agreement shall be sufficient if delivered personally or mailed by certified mail, return receipt requested, to the Contractor, attention Ernt Ball, Municipal Representative (name or title), and to the City, attention \_\_\_\_\_ (name or title), at their respective addresses set forth above. Any change in address must be given in like manner.
- 8.3 **Waiver.** No waiver, discharge, or renunciation of any claim or right of the City or the Contractor arising out of a breach of this Collection Agreement by the City or the Contractor shall be effective unless in writing signed by the City and the Contractor.
- 8.4 **Applicable Law.** This Collection Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio. Venue is proper in any county in which all or a part of the Collection Services are being rendered.
- 8.5 **Unenforceable Provision.** If any provision of this Collection Agreement is in any way unenforceable, such provision shall be deemed stricken from this Collection Agreement and the parties agree to remain bound by all remaining provisions. The parties agree to negotiate in good faith a replacement provision for any provision so stricken.
- 8.6 **Binding Effect.** This Collection Agreement shall be binding upon and shall inure to the benefit of, and be enforceable by and against, each party's successors and assigns. Provided, however, that the Contractor may not assign this Collection Agreement or any of the Contractor's rights or obligations without the express written consent of the City, which consent may be withheld for any reason or for no reason.
- 8.7 **Rights or Benefits.** Nothing herein shall be construed to give any rights or benefits in this Collection Agreement to anyone other than the City and the Contractor. All duties and responsibilities undertaken pursuant to this Collection Agreement will be for the sole and exclusive benefit of the City and the Contractor and not for the benefit of any other party.

IN WITNESS WHEREOF, the parties by their duly authorized officers, trustees or partners, have executed this Agreement on the date set forth above.

(SEAL)

ATTEST:

CITY OF Bellbrook, OHIO:

\_\_\_\_\_  
(Notary Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

The Contractor must indicate whether it is a Corporation, Limited Liability Company, Partnership, Company or Individual. THE INDIVIDUAL SIGNING SHALL, IN HIS OR HER OWN HANDWRITING, SIGN THE PRINCIPAL'S NAME, THE SIGNATORY'S OWN NAME, AND THE SIGNATORY'S TITLE. WHERE THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN PRESIDENT OR VICE PRESIDENT, THE SIGNATORY MUST SHOW AUTHORITY TO BIND THE CORPORATION BY AFFIDAVIT.



Gina M. Schueler  
Notary Public, State of Ohio  
My Commission Expires 1-21-2019

ATTEST:

Gina M. Schueler  
(Notary Signature)

Gina M. Schueler  
(Printed Name)

William J. Rumpke, Jr.  
(Signature)

William J. Rumpke, Jr.  
(Printed Name)

President  
(Title)

10795 Hughes Road  
(Street Address)

Cincinnati, Ohio 45251  
(City/State/Zip)



# RECORD OF RESOLUTIONS

Resolution No. 2017-V

August 28, 2017

## City of Bellbrook

### Resolution No. 2017-V

#### **A Resolution Designating a Public Depositor (KeyBank National Association) of Active and Interim Deposits of the City of Bellbrook.**

WHEREAS, KeyBank National Association is eligible for designation as public depositor of active and interim inactive deposits of the City; and

WHEREAS, it is the determination of Council that the bank may be designated as depositor for the active and interim funds of the City, with such designation to be confirmed by the execution of a depository agreement with the City; and

WHEREAS, State law authorizes the granting of depository agreements for a period of up to five years; and

WHEREAS, KeyBank is requesting to replace the existing depository agreement with a revised depository agreement permitting participation in the Ohio Pooled Collateral Program administered by the Office of the Treasurer of the State of Ohio.

#### **Now, Therefore, the City of Bellbrook Hereby Resolves:**

Section 1. That KeyBank National Association is hereby designated as official depositor for the active and interim funds of the City of Bellbrook pursuant to Section 135.10 of the Ohio Revised Code and subject to the execution of a formal depository agreement.

Section 2. That the depository agreement will be in effect from February 1, 2016 until February 1, 2021.

Section 3. That upon the execution of depository agreement, the Director of Finance is hereby authorized to deposit active and interim funds of the City in said bank.

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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Jami L. Kinion, Clerk of Council

**MEMORANDUM OF AGREEMENT  
ACTIVE AND INTERIM DEPOSITS**

This Memorandum of Agreement ("Agreement"), is made as of \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between **KeyBank National Association, (KeyBank" or "Bank")** and the

CITY OF BELLBROOK

(the "**Depositor**" or "**Public Unit**"). Depositor hereby confirms that it has designated KeyBank as a Public Depository for its Active and Interim deposits for the period of designation from February 01, 2016 through January 31, 2021, both dates inclusive, in the total amount of \$ 5,000,000.00. This Agreement supersedes and replaces any and all prior agreements between the parties, relative to the subject matter of this Agreement, as of the date first referenced hereinabove.

**ACTIVE DEPOSITS**

Bank agrees to accept active deposits during the period of designation subject to the Bank's posted rules and regulations from time to time in effect for commercial accounts. Bank agrees to keep such sums on deposit pending payment by depositor.

Bank agrees that the sums deposited to the credit of Depositor's active commercial accounts may be drawn against and paid by check executed by such authorized persons. Depository must be notified in writing if designated persons change.

Bank agrees to supply Depositor's Treasurer each month, only during the period of designation, a statement of the daily activity in the Depositor's accounts.

**INTERIM DEPOSITS**

Whenever any Interim deposits of Depositor are awarded to and accepted by the Bank pursuant to Chapter 135 of the Ohio Revised Code, the Interim moneys shall be evidenced by the Bank's interest bearing Certificates of Deposit. Such rates may be agreed upon by Bank and Depositor before issuance of said Certificates.

**PLEGGED COLLATERAL -- OHIO REVISED CODE CHAPTER 135**

**(ORC 135.18(A){2}; 135.37(A){2}; 135.182; OAC 135-3-01)**

KeyBank has submitted a Letter of Intent and Application to participate in the Ohio Pooled Collateral Program, O.A.C. 135-3-01 ("OPCP"), which is authorized by Ohio Revised Code Section 135.182(B), and the Ohio Pooled Collateral System (OPCS), both of which are administered by and through the Office of the Treasurer of the State of Ohio. KeyBank anticipates that it will enter the OPSP during the fourth quarter of 2017.

In executing this Agreement, the undersigned Depositor/Public Unit represents that it is participating in, or will participate in, the OPSP and OPCS and acknowledges that KeyBank, as a Public Depository, upon acceptance into the OPSP, has pledged, or will pledge, with other Public Depositories, a pool of eligible securities for the benefit of all public depositors to secure the repayment of uninsured public deposits at KeyBank, at the rate of 102% of the Depositor/Public Unit's uninsured deposits, i.e.

those deposits in excess of FDIC insured deposits, or at no less than the collateral floor as the Ohio Treasurer of State , in his/her sole discretion, assigns to KeyBank, all as permitted under Ohio Revised Code Sections 135.18(A)(2), 135.182(B), 135.137(A)(2), and the OPCP. In the latter event, KeyBank will provide Depositor with written Notice of the specific percentage of eligible securities to be pledged by KeyBank as security for the uninsured portion of Depositor' account(s), which Notice shall, upon receipt by Depositor, become a part of, and be incorporated into, this Agreement.

As of July 1, 2017, and unless and until KeyBank is accepted into, and is active in, the OPCP, KeyBank will secure Depositor's uninsured deposits at the rate of 105% as required by ORC 135.18(C) and OAC 135-3-01(C)(7).

Depositor agrees that should it become necessary to look to collateral deposited in the OPCP for return of the value of its uninsured deposits at KeyBank, it will make such claim directly to and through the Ohio Treasurer of State and not through KeyBank. KeyBank, the Ohio Treasurer of State, and an eligible and qualified Trustee(s) (as approved by the Ohio Treasurer of State pursuant to ORC 135.182(C)) will enter into an agreement whereby collateral pledged to secure the uninsured portion of the Depositor's account(s), as a percentage of Depositor's deposits at KeyBank, and as determined above, will be deposited with the Trustee(s) as Custodian and held as security for the benefit of Public Depositors through OPCP administered by the Treasurer of the State of Ohio.

Depositor/Public Unit hereby consents, in connection with its and KeyBank's participation in the OPCP, to the sharing of its account information between KeyBank and the Office of the Ohio Treasurer of State, in order to effectuate the terms, conditions and requirements of OPCP and OPCS.

This Agreement will be executed as two originals, one of which will be retained by each party hereto.

**KEYBANK NATIONAL ASSOCIATION**

(Depositor)

By: \_\_\_\_\_ By: \_\_\_\_\_  
(Printed Name) \_\_\_\_\_ (Printed Name) \_\_\_\_\_  
Title: \_\_\_\_\_ Title: \_\_\_\_\_  
LOB \_\_\_\_\_





# RECORD OF RESOLUTIONS

Resolution No. 2017-W

August 28, 2017

## City of Bellbrook

### Resolution No. 2017-W

#### **A Resolution Declaring the Official Intent and Reasonable Expectation of the City of Bellbrook on Behalf of the State of Ohio (the Borrower) to Reimburse Its Water Fund for the Upper Hillside Water Main Improvement Project (Loan #CK15U) with the Proceeds of Tax Exempt Debt of the State of Ohio.**

WHEREAS, the City of Bellbrook applied for a loan from the Ohio Public Works Commission for a portion of the costs of the Upper Hillside Water Main Improvement Project; and

WHEREAS, the City intends to pay for certain items using monies from the Water Fund with the expectation that these monies will be reimbursed from the OPWC loan.

#### **Now, Therefore, the City of Bellbrook, on behalf of the State of Ohio, Hereby Resolves:**

Section 1. That the City of Bellbrook reasonably expects to receive reimbursement for the project named Upper Hillside Water Main Improvements as set forth in Appendix A of the Project Agreement with the proceeds of bonds to be issued by the State of Ohio.

Section 2. That the maximum aggregate principal amount of bonds, other than for costs of issuance, expected to be issued by the State of Ohio for reimbursement to the local subdivision is \$290,000.

Section 3. That the Clerk of the City of Bellbrook is hereby directed to file a copy of this Resolution with the City of Bellbrook for the inspection and examination of all persons interested therein and to deliver a copy of this Resolution to the Ohio Public Works Commission.

Section 4. That the City of Bellbrook finds and determines that all formal actions of this City concerning and relating to the adoption of this Resolution were taken in an open meeting of the City of Bellbrook and that all deliberations of this City and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

Section 5. That this resolution shall take effect and be in force forthwith.

---

Robert L. Baird, Mayor

---

Jami L. Kinion, Clerk of Council



# RECORD OF RESOLUTIONS

Resolution No. 2017-X

August 28, 2017

## City of Bellbrook

### Resolution No. 2017-X

#### **A Resolution Directing the Greene County Auditor to Enter the Delinquent Cost of Weed and Grass Mowing on the Tax Duplicate for the Properties Attached Hereto.**

WHEREAS, the City of Bellbrook, following all applicable procedures contained in the Bellbrook Municipal Code, caused overgrown grass and weeds to be cut on properties located in the City of Bellbrook; and

WHEREAS, Bellbrook Municipal Code Section 678.03 (b) authorizes the delinquent cost of such action to be certified to the Greene County Auditor to be entered upon the tax duplicate, and

WHEREAS, the collection of such delinquent costs are in the best interest of the City and its citizens.

#### **Now, Therefore, the City of Bellbrook Hereby Resolves:**

Section 1. That the costs that have been incurred for the mowing of grass and weeds that have not been paid by the property owners is \$462.50.

Section 2. That the costs incurred shall be entered on the tax duplicate for the properties attached hereto.

Section 3. That this resolution shall take effect and be in force forthwith.

---

Robert L. Baird, Mayor

---

Jami L. Kinion, Clerk of Council

Subdivision Name City of Bellbrook  
 Purpose Delinquent Mowing Charges per Municipal Code 678.03(b)  
 Resolution/Ordinance # Resolution 2017-X  
 Certifying Officer Mark Schlagheck

Total Amount Certified \$ 462.50

Parcel ID #	Owner's Name	Property Address/Legal Description	Lot #/Acreage	Cash Assessment	tax year	2017
					collection	2018
L35000200120010000	Bame, Jonathan D. & Lesa M.	4388 Moss Oak Trl	120			\$ 175.00
L35000200110005100	Colas, Joseph L. & Merce Graell	4096 Woodedge Dr.	328			\$ 287.50

# RECORD OF RESOLUTIONS

Resolution No. 2017-Y

August 28, 2017

## City of Bellbrook

### Resolution No. 2017-Y

#### **A Resolution Approving the Re-Plat of Lot #3C into Lots #37A and #3D, Highview Terrace Subdivision Section I.**

WHEREAS, the Ohio Revised Code requires a re-plat for changes of lot lines or easements in a platted subdivision, and

WHEREAS, the City of Bellbrook's consulting engineer and the Bellbrook Planning Board have recommended approval of a re-plat of Lot #3C into Lots #37A and #3D, Highview Terrace Subdivision, Section I; and

WHEREAS, the City of Bellbrook Subdivision Regulations stipulate that changes to a recorded plat shall be approved by action of the Bellbrook City Council

#### **Now, Therefore, the City of Bellbrook Hereby Resolves:**

Section 1. That the re-plat of Lot #3C into Lots #37A and #3D, Highview Terrace Subdivision, Section I is hereby approved for recording purposes.

Section 2. That the Mayor and Clerk of Council are authorized to affix their signatures to the revised record plan.

Section 3. That this resolution shall take effect and be in force forthwith.

---

Robert L. Baird, Mayor

---

Jami L. Kinion, Clerk of Council

**DEDICATION**

WE, THE UNDERSIGNED, BEING ALL THE OWNERS AND LIENHOLDERS OF THE LANDS HEREIN PLATTED, DO HEREBY VOLUNTARILY CONSENT TO THE EXECUTION OF SAID PLAT AS SHOWN HEREON, AND DO DEDICATE EASEMENTS AS SHOWN HEREON TO THE PUBLIC USE FOREVER. EASEMENTS SHOWN ON THE WITHIN PLAT ARE RESERVED FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF WATER, GAS, SEWER, ELECTRIC, TELEPHONE OR OTHER UTILITIES OR SERVICES, AND FOR THE EXPRESS PRIVILEGE OF REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS TO THE FREE USE OF SAID UTILITIES AND FOR THE PROVIDING OF INGRESS AND EGRESS TO THE PROPERTY FOR SAID PURPOSES, AND ARE TO BE MAINTAINED AS SUCH FOREVER.

SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:

OWNER LOT 3C:  
CLEMENS DEVELOPMENT CO., INC

WITNESS

BY: RICHARD M. CLEMENS  
PRESIDENT, CLEMENS DEVELOPMENT CO., INC

WITNESS

STATE OF OHIO, S.S.:  
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY CLEMENS DEVELOPMENT CO., INC,  
BY RICHARD M. CLEMENS, ITS PRESIDENT, AS OWNER.

NOTARY PUBLIC

SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:

LIENHOLDER:  
MINSTER BANK (WESTERN OHIO)

WITNESS

BY: \_\_\_\_\_  
WITNESS \_\_\_\_\_

(PRINTED NAME)

ITS: \_\_\_\_\_

(PRINTED TITLE)

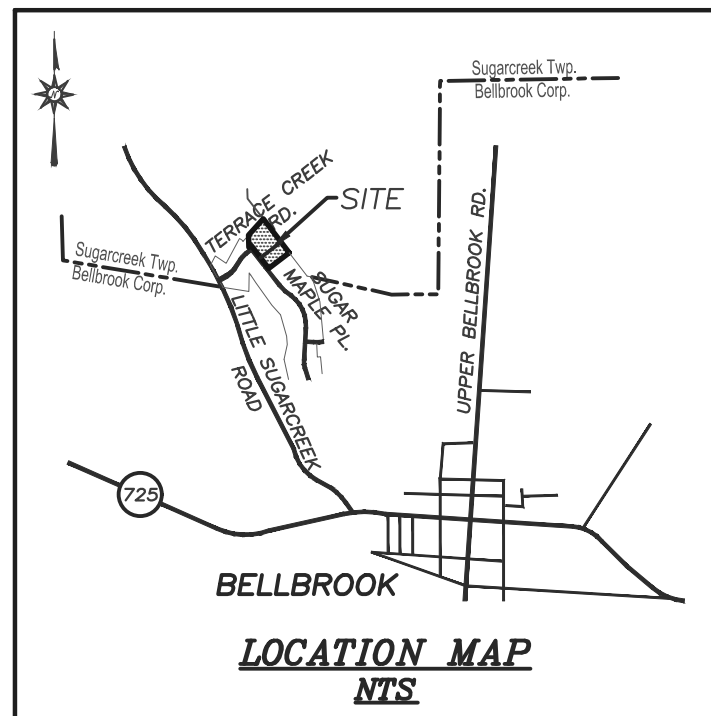
STATE OF OHIO, S.S.:  
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY MINSTER BANK

BY \_\_\_\_\_, IT'S \_\_\_\_\_  
AS LIENHOLDER.

NOTARY PUBLIC

**HIGHVIEW TERRACE  
SECTION ONE  
RE-PLAT OF LOT 3C INTO LOTS  
37A & 3D**

FOR  
CLEMENS DEVELOPMENT COMPANY, INC  
LOCATED IN  
CITY OF BELLBROOK  
SECTION 2, TOWN 2, RANGE 6 M.R.'s.  
GREENE COUNTY, OHIO  
4.115 ACRES  
JULY 17, 2017



**DESCRIPTION**

THE WITHIN RE-PLAT IS A SUBDIVISION CONTAINING 4.115 ACRES AND BEING ALL OF CLEMENS DEVELOPMENT COMPANY, INC, LOT 3C AS RECORDED IN HIGHVIEW TERRACE SECTION ONE RE-PLAT, PLAT CABINET VOL. 37 PG'S 290B & 291A AS AS ACQUIRED BY CLEMENS DEVELOPMENT COMPANY THROUGH INSTRUMENTS RECORDED IN O.R. 2372, PG. 672 OF THE OFFICIAL RECORDS OF GREENE COUNTY, OHIO.

STATE OF OHIO, S.S.: CLEMENS DEVELOPMENT CO., INC, BY RICHARD M. CLEMENS, ITS PRESIDENT, BEING DULY SWORN, SAYS THAT ALL PERSONS AND CORPORATIONS TO THE BEST OF HIS KNOWLEDGE INTERESTED IN THIS DEDICATION, EITHER AS OWNERS OR LIENHOLDERS, HAVE UNITED IN ITS EXECUTION.

\_\_\_\_\_  
RICHARD M. CLEMENS

SWORN TO AND SIGNED IN MY PRESENCE ON

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

**COVENANTS, CONDITIONS AND RESTRICTIONS:**

THE LOTS OF THE WITHIN RE-PLAT ARE GOVERNED BY THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, ASSESSMENTS, ARTICLES OF INCORPORATION AND BY-LAWS OF THE "HIGHVIEW TERRACE SUBDIVISION HOMEOWNERS ASSOCIATION", ALL OF WHICH ARE RECORDED ON HIGHVIEW TERRACE SECTION ONE, O.R. VOL. 2782, PG'S 450-483 & O.R. VOL. 2795, PG'S 619-637 OF THE DEED RECORDS OF GREENE COUNTY, OHIO AND SHALL BE IN EFFECT FOR HIGHVIEW TERRACE, SECTION TWO INCLUDING THIS PLAT.

BELLBROOK PLANNING BOARD:

CHAIRMAN \_\_\_\_\_

SECRETARY \_\_\_\_\_

BELLBROOK COUNCIL:

MAYOR \_\_\_\_\_

CLERK OF COUNCIL \_\_\_\_\_

GREENE COUNTY AUDITOR:

WE HEREBY APPROVE AND ACCEPT THIS PLAT AND RECOMMEND THAT THE SAME BE RECORDED SUBJECT TO THE INCLUDED AGREEMENTS.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

TRANSFERRED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
GREENE COUNTY AUDITOR

GREENE COUNTY RECORDER:

FILE NO. \_\_\_\_\_ PLAT CABINET VOL. \_\_\_\_\_, PAGES \_\_\_\_\_

FEE: \_\_\_\_\_ RECEIVED FOR RECORD THIS \_\_\_\_\_ DAY OF

\_\_\_\_\_, 20\_\_\_\_ AT \_\_\_\_\_ M.

RECORDED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
GREENE COUNTY RECORDER

**CERTIFICATION**

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE, THAT THIS PLAT REPRESENTS A FIELD SURVEY OF JANUARY, 2016 PERFORMED UNDER THE DIRECT SUPERVISION OF PHILIP C. BRUMBAUGH AND THE MONUMENTS, THEIR LOCATION, SIZE & MATERIAL SHOWN HEREON EXIST AS LOCATED OR WILL BE SET AS INDICATED, ALL DIMENSIONAL DETAILS ARE BELIEVED CORRECT AND THAT THE SUBDIVISION RULES FOR THE CITY OF BELLBROOK, OHIO HAVE BEEN COMPLIED WITH.

\_\_\_\_\_  
PHILIP C. BRUMBAUGH, P.S. DATE \_\_\_\_\_  
OHIO LICENSE NO. 5057

**DEVELOPER**

CLEMENS DEVELOPMENT CO., INC.  
6730 LITTLE SUGARCREEK RD.  
DAYTON, OHIO 45440  
PHONE: (937) 545-3232

**BRUMBAUGH  
ENGINEERING &  
SURVEYING, LLC**

1105 SOUTH MIAMI STREET  
WEST MILTON, OHIO 45383  
PHONE (937) 698-3000  
FAX (937) 698-3928

**LEGEND**

○ 5/8" x 30" IRON PIN SET WITH YELLOW PLASTIC CAP  
STAMPED "BRUMBAUGH E&S"

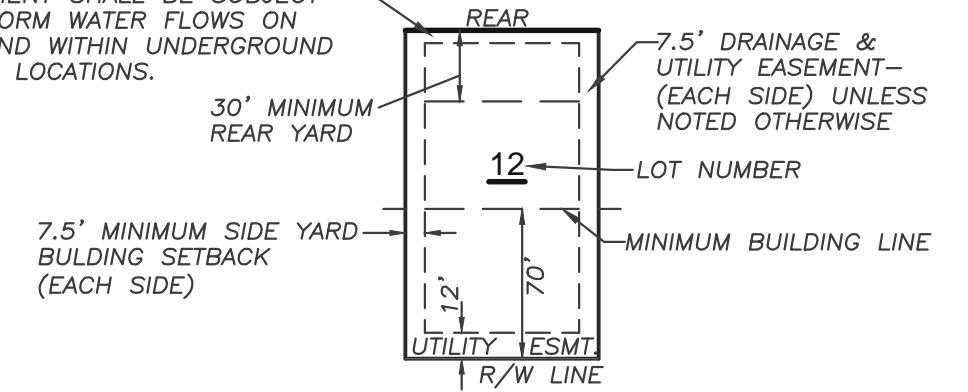
● 5/8" IRON PIN FOUND

ALL MONUMENTS FOUND ARE IN GOOD  
CONDITION UNLESS OTHERWISE NOTED.

# HIGHVIEW TERRACE SECTION ONE RE-PLAT OF LOT 3C INTO LOTS 37A & 3D

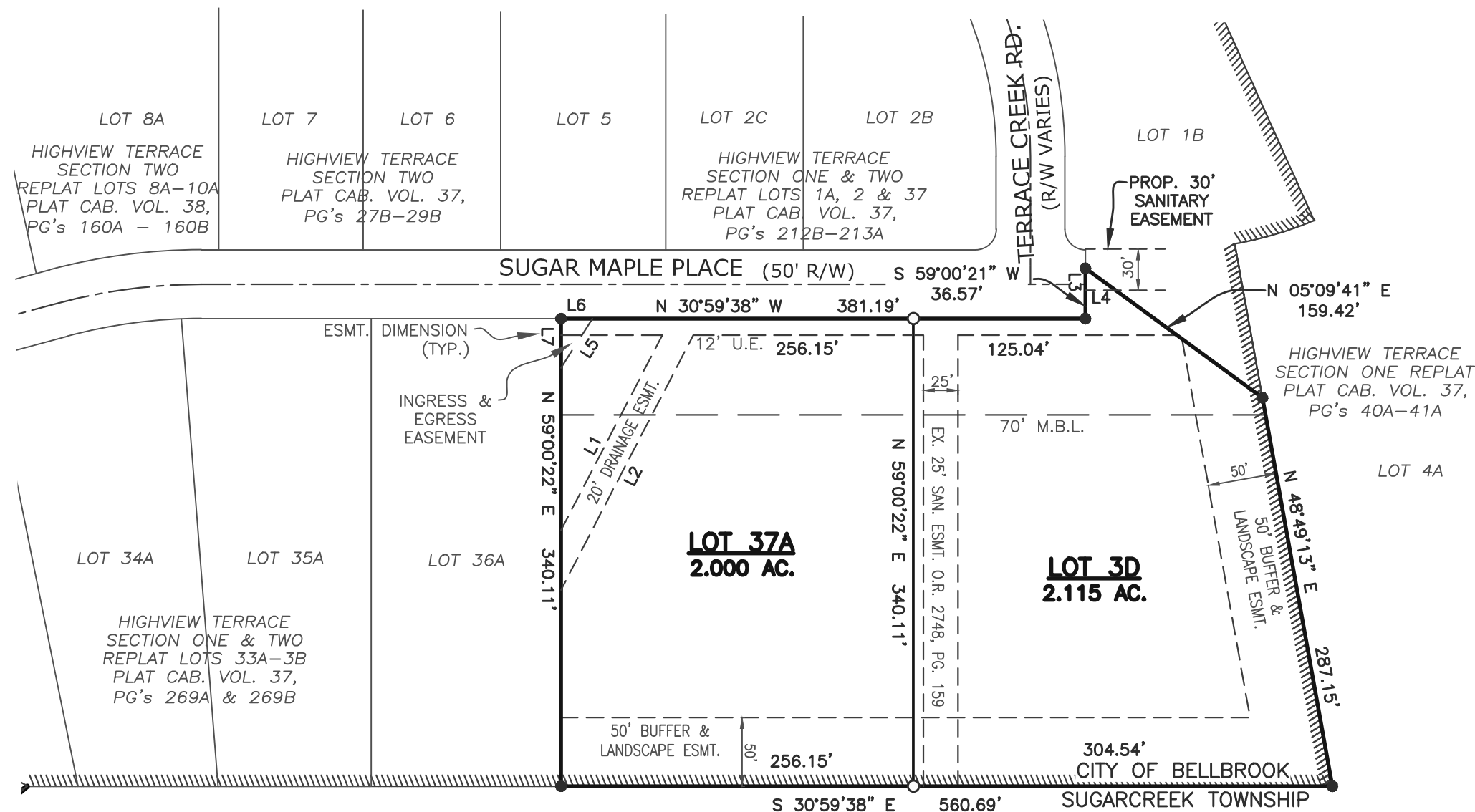
FOR  
CLEMENS DEVELOPMENT COMPANY, INC.  
LOCATED IN  
CITY OF BELLBROOK  
SECTION 2, TOWN 2, RANGE 6 M.R.'s.  
GREENE COUNTY, OHIO  
4.115 ACRES  
JULY 17, 2017

"D.E." INDICATES "DRAINAGE EASEMENT"  
DRAINAGE EASEMENT SHALL BE SUBJECT  
TO PERIODIC STORM WATER FLOWS ON  
THE SURFACE AND WITHIN UNDERGROUND  
PIPING IN SOME LOCATIONS.



**TYPICAL LOT**

NO BUILDING OR OTHER STRUCTURE SHALL  
BE LOCATED IN "DRAINAGE EASEMENT".  
MAINTENANCE OF SURFACE EROSION IN THE  
DRAINAGE EASEMENT IS THE RESPONSIBILITY  
OF THE PROPERTY OWNER. SEE THE  
"DECLARATION OF COVENANTS, CONDITIONS &  
RESTRICTIONS" FOR FURTHER BUILDING  
RESTRICTIONS.



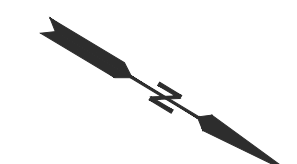
**NOTES:**

1. NO BUILDING OR OTHER STRUCTURES SHALL BE LOCATED IN "DRAINAGE EASEMENT".
2. ANY LOT AREA RESERVED FOR DRAINAGE PURPOSES, SHALL AT ALL TIMES BE KEPT FREE OF ANY OBSTRUCTIONS TO THE FLOW OF WATER. NO IMPROVEMENTS, STRUCTURES OR MODIFICATIONS WITHIN THE IDENTIFIED DRAINAGE EASEMENT AREA WILL BE ALLOWED WITHOUT THE APPROVAL OF THE CITY ENGINEER. MAINTENANCE OF THE DRAINAGE EASEMENT AREA, STORMWATER MANAGEMENT CONTROL FACILITY(IES), SITE AND DRAINAGE AREAS SHALL BE THE RESPONSIBILITY OF THE INDIVIDUAL OWNER(S) OF THE LOT OR HOME OWNERS OR CONDOMINIUM ASSOCIATION, WHICHEVER IS APPLICABLE, ON WHICH THESE FACILITIES AND/OR DRAINAGE AREAS ARE LOCATED.
3. ANY LOT TRANSFERRED WILL HAVE A MINIMUM WIDTH AND AREA SUBSTANTIALLY THE SAME AS THOSE SHOWN ON THE PLAT AND THAT ONLY ONE PRINCIPAL BUILDING WILL BE PERMITTED ON ANY SUCH LOT.

**PERTINENT DOCUMENTS:**

- IN ADDITION TO THE REFERENCES SHOWN ON FACE OF THIS PLAT THE FOLLOWING DOCUMENTS WERE USED: NONE
- OCCUPATION IN GENERAL FITS THE SURVEYED LINES.
- ALL MONUMENTATION FOUND OR SET IS IN GOOD CONDITION UNLESS OTHERWISE SHOWN.

INVERNESS GROUP, INCORPORATED  
O.R. 3596, PG. 931  
REMAINDER 147.092 ACRES  
S.R. 38, PG. 295



BEARING OF BASIS:  
THE NORTH LINE OF CLEMENS  
DEVELOPMENT COMPANY, INC.  
60.069 ACRE TRACT AS RECORDED  
IN O.R. 2372 PAGE 672 BEING N  
71°00'45" W

**EASEMENT LINE TABLE**

LINE	BEARING	DISTANCE
L1	N 86°26'36" E	159.89'
L2	N 86°26'36" E	208.80'
L3	N 59°00'21" E	15.95'
L4	N 30°59'38" W	21.83'
L5	S 88°31'11" E	42.46'
L6	S 30°59'38" E	22.80'
L7	N 59°00'21" E	35.82'

**BRUMBAUGH  
ENGINEERING &  
SURVEYING, LLC**

1105 SOUTH MIAMI STREET  
WEST MILTON, OHIO 45383  
PHONE (937) 698-3000  
FAX (937) 698-3928





# RECORD OF RESOLUTIONS

Resolution No. 2017-Z

August 28, 2017

## **City of Bellbrook Resolution No. 2017-Z**

### **A Resolution Approving the Record Plan for the Highview Terrace Subdivision, Section Three, Phase Two.**

WHEREAS, the City of Bellbrook Planning Board, after a comprehensive review, granted approval on August 8, 2017 for the record plan for Section Three, Phase Two of the Highview Terrace Subdivision; and

WHEREAS, the City of Bellbrook Subdivision Regulations stipulate that the signing of the Record Plan must be approved by City Council.

### **Now, Therefore, the City of Bellbrook Hereby Resolves:**

Section 1. That Section Three, Phase Two of the Highview Terrace Subdivision as shown on the final Record Plan is hereby approved for recording purposes.

Section 2. That the Mayor and Clerk of Council are authorized to affix their signatures to the Record Plan.

Section 3. That the developer shall file a copy of the Record Plan for recording in the office of the County Recorder following the date of final approval by the Planning Board and furnish the City with one print of the final recorded plat.

Section 4. That the approval of said Record Plan for recording purposes does not constitute the final acceptance of the proposed streets shown thereon as public streets or the acceptance of the dedication of any other public lands.

Section 5. That this resolution shall take effect and be in force forthwith.

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Robert L. Baird, Mayor

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Jami L. Kinion, Clerk of Council

**DEDICATION**

WE, THE UNDERSIGNED, BEING ALL THE OWNERS AND LIENHOLDERS OF THE LANDS HEREIN PLATTED, DO HEREBY VOLUNTARILY CONSENT TO THE EXECUTION OF SAID PLAT AS SHOWN HEREON, AND DO DEDICATE THE SANITARY SEWERS TO THE GREENE COUNTY BOARD OF COMMISSIONERS FOR THE PUBLIC USE FOREVER. EASEMENTS SHOWN ON THE WITHIN PLAT ARE RESERVED FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF WATER, GAS, SEWER, ELECTRIC, TELEPHONE OR OTHER UTILITIES OR SERVICES, PUBLICLY OR PRIVATELY OWNED, AND FOR THE EXPRESS PRIVILEGE OF REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS TO THE FREE USE OF SAID UTILITIES AND FOR THE PROVIDING OF INGRESS AND EGRESS TO THE PROPERTY FOR SAID PURPOSES, AND ARE TO BE MAINTAINED AS SUCH FOREVER. STREETS SHOWN ON THE PLAT ARE HEREBY DEDICATED TO THE PUBLIC FOREVER.

SIGNED AND ACKNOWLEDGED  
PRESENCE OF:

OWNER: REMAINING 60.069 ACRE TRACT, IN THE  
CLEMENS DEVELOPMENT CO.  
OWNER: PT. OF LOT 27 R M CLEMENS CO.

WITNESS

BY: RICHARD M. CLEMENS  
PRESIDENT, R M CLEMENS CO.  
PRESIDENT, CLEMENS DEVELOPMENT CO.

WITNESS

STATE OF OHIO, S.S.:

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY R M CLEMENS CO., AND BY  
CLEMENS DEVELOPMENT CO.  
BY RICHARD M. CLEMENS, THEIR PRESIDENT, AS OWNER.

NOTARY PUBLIC

SIGNED AND ACKNOWLEDGED  
IN THE PRESENCE OF:

LIENHOLDER:  
MINSTER BANK

WITNESS

SIGNATURE

WITNESS

(PRINTED NAME)

STATE OF OHIO, S.S.:

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY MINSTER BANK

BY \_\_\_\_\_,  
AS LIENHOLDER.

NOTARY PUBLIC

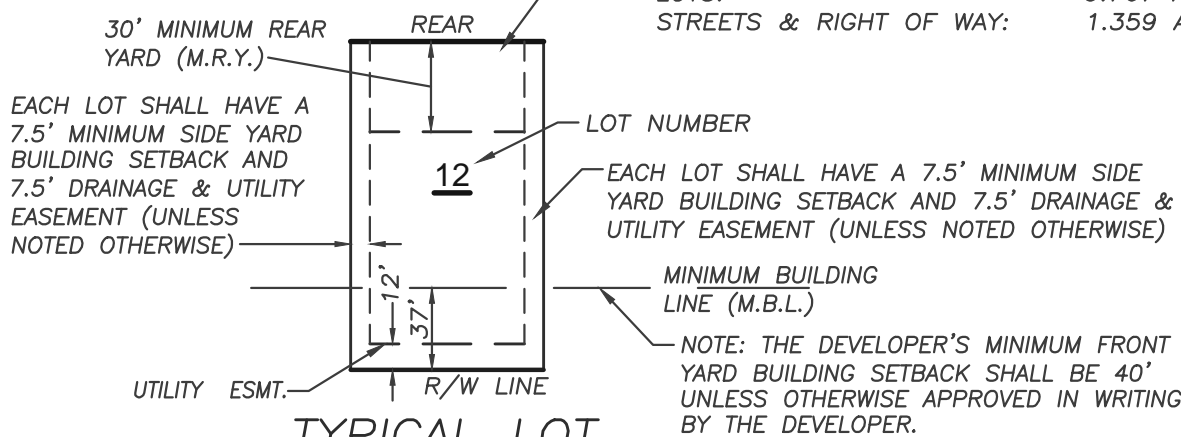
**OWNER / DEVELOPER**

CLEMENS DEVELOPMENT CO.  
6730 LITTLE SUGARCREEK RD.  
DAYTON, OHIO 45440  
PHONE: 937-545-3232  
ACQUIRED IN  
O.R. VOLUME 2372, PAGE 672

**AREA SUMMARY**

SITE ACREAGE: 11.126 ACRES  
LOTS: 9.767 ACRES  
STREETS & RIGHT OF WAY: 1.359 ACRES

"D.E." INDICATES "DRAINAGE EASEMENT" DRAINAGE  
EASEMENT SHALL BE SUBJECT TO PERIODIC STORM  
WATER FLOWS ON THE SURFACE AND WITHIN  
UNDERGROUND PIPING IN SOME LOCATIONS.



**TYPICAL LOT**

**RECORD PLAN  
HIGHVIEW TERRACE  
SECTION THREE  
PHASE TWO**

CONTAINING 11.126 ACRES  
LOCATED IN SECTION 2, TOWN 2, RANGE 6 MRs  
CITY OF BELLBROOK, GREENE COUNTY, OHIO  
AUGUST 4, 2017

**DESCRIPTION**

THE WITHIN RE-PLAT IS A SUBDIVISION CONTAINING 11.126 ACRES AND BEING ALL OF THE REMAINING LANDS OF A 60.069 ACRE TRACT (ORIGINAL) AS ACQUIRED BY CLEMENS DEVELOPMENT CO. THROUGH INSTRUMENTS RECORDED IN O.R. 2372, PG. 672 OF THE OFFICIAL RECORDS OF GREENE COUNTY, OHIO, AND BEING PART OF RIVER BIRCH COURT RIGHT-OF-WAY AS RECORDED IN RECORD PLAN HIGHVIEW TERRACE SECTION TWO, CABINET VOL. 3Z, PG'S 27B-28B, AND BEING PART OF LOT 27 AS ACQUIRED BY R M CLEMENS COMPANY THROUGH INSTRUMENTS RECORDED IN O.R. 3775 PG. 819 OF THE OFFICIAL RECORDS OF GREENE COUNTY OHIO.

STATE OF OHIO, S.S.: CLEMENS DEVELOPMENT CO., BY RICHARD M. CLEMENS, ITS PRESIDENT, BEING DULY SWORN, SAYS THAT ALL PERSONS AND CORPORATIONS TO THE BEST OF HIS KNOWLEDGE INTERESTED IN THIS DEDICATION, EITHER AS OWNERS OR LIENHOLDERS, HAVE UNITED IN ITS EXECUTION.

RICHARD M. CLEMENS

SWORN TO AND SIGNED IN MY PRESENCE ON

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC

**COVENANTS, CONDITIONS AND RESTRICTIONS:**

THE WITHIN PLAT IS GOVERNED BY THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, ASSESSMENTS, ARTICLES OF INCORPORATION AND BY-LAWS OF THE "HIGHVIEW TERRACE SUBDIVISION HOMEOWNERS ASSOCIATION", ALL OF WHICH ARE RECORDED ON HIGHVIEW TERRACE SECTION ONE, O.R. VOL. 2782, PG'S 450-483 & O.R. VOL. 2795, PG'S 619-637 OF THE DEED RECORDS OF GREENE COUNTY, OHIO AND SHALL BE IN EFFECT FOR HIGHVIEW TERRACE, SECTION THREE, PHASE TWO.

**NOTES:**

1. ALL LOTS IN THIS SUBDIVISION SHALL BE KNOWN OR DESCRIBED AS RESIDENTIAL LOTS.
2. MAINTENANCE OF ALL AREAS DESIGNATED AS DRAINAGE EASEMENTS, WALKING PATH EASEMENTS, AND LANDSCAPE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION. MAINTENANCE SHALL BE THE RESPONSIBILITY OF THE COLLECTIVE HOMEOWNERS IF SAID ASSOCIATION BE DISSOLVED.
3. ANY LOT AREA RESERVED FOR DRAINAGE PURPOSES, SHALL AT ALL TIMES BE KEPT FREE OF ANY OBSTRUCTIONS TO THE FLOW OF WATER. NO IMPROVEMENTS, STRUCTURES OR MODIFICATIONS WITHIN THE IDENTIFIED DRAINAGE EASEMENT ARE WILL BE ALLOWED WITHOUT THE APPROVAL OF THE CITY OF BELLBROOK'S ENGINEER. MAINTENANCE OF THE DRAINAGE EASEMENT AREA, STORMWATER MANAGEMENT CONTROL FACILITY(IES), AND DRAINAGE AREAS SHALL BE THE RESPONSIBILITY OF THE INDIVIDUAL OWNER(S) OF THE LOT OR LAND/HOMEOWNERS ASSOCIATION, WHICHEVER IS APPLICABLE, ON WHICH THESE FACILITIES AND/OR DRAINAGE AREAS ARE LOCATED.

BOARD OF GREENE COUNTY COMMISSIONERS:  
(ACCEPTANCE FOR SANITARY SEWERS ONLY)

COMMISSIONER

COMMISSIONER

COMMISSIONER

WE HEREBY APPROVE AND ACCEPT THIS PLAT (FOR SANITARY SEWERS) AND  
RECOMMEND THAT THE SAME BE RECORDED

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

BELLBROOK PLANNING BOARD:

CHAIRMAN

SECRETARY

BELLBROOK COUNCIL:

MAYOR

CLERK OF COUNCIL

GREENE COUNTY AUDITOR:

WE HEREBY APPROVE AND ACCEPT THIS PLAT AND RECOMMEND THAT THE SAME BE  
RECORDED SUBJECT TO THE INCLUDED AGREEMENTS.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

TRANSFERRED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

GREENE COUNTY AUDITOR

GREENE COUNTY RECORDER:

FILE NO. \_\_\_\_\_ PLAT CABINET VOL. \_\_\_\_\_, PAGES \_\_\_\_\_

FEE: \_\_\_\_\_ RECEIVED FOR RECORD THIS \_\_\_\_\_ DAY OF

\_\_\_\_\_, 20\_\_\_\_ AT \_\_\_\_\_ M.

RECORDED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

GREENE COUNTY RECORDER

**CERTIFICATION**

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE, THAT THIS PLAT REPRESENTS A  
FIELD SURVEY OF JANUARY, 2016 PERFORMED UNDER THE DIRECT SUPERVISION OF  
PHILIP C. BRUMBAUGH AND THE MONUMENTS, THEIR LOCATION, SIZE & MATERIAL SHOWN  
HEREON EXIST AS LOCATED OR WILL BE SET AS INDICATED, ALL DIMENSIONAL DETAILS  
ARE BELIEVED CORRECT AND THAT THE SUBDIVISION RULES FOR THE CITY OF  
BELLBROOK, OHIO HAVE BEEN COMPLIED WITH.

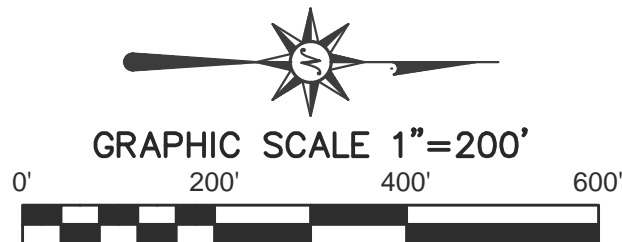
PHILIP C. BRUMBAUGH, P.S. DATE \_\_\_\_\_  
OHIO REGISTERED  
PROFESSIONAL SURVEYOR NO. 5057

HIGHVIEW TERRACE, SECTION THREE, PHASE TWO RECORD PLAN  
LOCATED IN CITY OF BELLBROOK, GREENE COUNTY, OH.

**BRUMBAUGH  
ENGINEERING &  
SURVEYING, LLC**

1105 SOUTH MIAMI STREET  
WEST MILTON, OHIO 45383  
PHONE: (937) 698-3000  
FAX: (937) 698-3928

**RECORD PLAN  
HIGHVIEW TERRACE  
SECTION THREE  
PHASE TWO**  
CONTAINING 11.126 ACRES  
LOCATED IN SECTION 2, TOWN 2, RANGE 6 MRs  
CITY OF BELLBROOK, GREENE COUNTY, OHIO  
AUGUST 4, 2017



**LINE DATA**  
L1- S 33°57'54" E 49.05'  
L2- N 77°30'26" W 29.96'  
L3- S 85°28'58" W 86.66'  
L4- N 45°38'42" W 62.59'  
L5- S 61°33'46" W 20.00'

STATE OF OHIO  
VOL. 501, PG. 157  
0.209 ACRES

STATE OF OHIO  
VOL. 506, PG. 850  
0.176 ACRES

BERNHARD ENTERPRISES, INC.  
VOL. 486, PG. 929  
1.933 ACRES

STATE OF OHIO  
VOL. 689, PG. 110  
0.051 ACRES

BERNHARD ENTERPRISES, INC.  
VOL. 486, PG. 929  
4.094 ACRES

THOMAS M. CRAYCRAFT &  
VICKI M. CRAYCRAFT  
VOL. 108, PG. 469  
REMAINING 1.37 ACRES

PATRICK J. & KAREN ANN  
HILGEFORD  
VOL. 2983, PG. 564  
0.869 ACRES

VINEYARDS OF  
BELLBROOK  
SECTION TWO  
P.C. 38, PG. 17A-18A

HIGHVIEW TERRACE  
SECTION TWO  
REPLAT LOTS 18-21  
PLAT CAB. 38,  
PAGES 161A-161B

HIGHVIEW TERRACE  
SECTION TWO  
REPLAT LOTS 22-27  
PLAT CAB. 38,  
PAGES 209A-209B

CLEMENS DEVELOPMENT COMPANY  
OFFICIAL RECORD 2372, PAGE 672  
60.069 ACRES (ORIG.)  
28.825 ACRES (SECTION TWO)  
19.670 ACRES (SECTION THREE, PH. ONE)  
0.383 ACRES (REPLAT SEC. 2 LOTS 22A-27A)  
11.181 ACRES REMAIN

HIGHVIEW TERRACE  
SECTION THREE  
PHASE TWO  
11.126 ACRES  
SURVEY

WILLIAM C. JOHNSON &  
DEANNA D. JOHNSON  
VOL. 996, PG. 100  
6.505 ACRES

RIDGEWOOD  
SECTION 4 REPLAT  
P.C. 34, PG. 561A-567B

RIDGEWOOD  
SECTION 1-B  
P.C. 33, PG. 843A-844A

RIDGEWOOD  
SECTION 3-A  
P.C. 33, PG. 917A-918A

VINEYARDS OF  
BELLBROOK  
SECTION ONE  
P.C. 36, PG. 305A-306B

BOARD OF TRUSTEES OF THE  
BELLBROOK-SUGARCREEK  
PARK DISTRICT  
VOL. 375, PG. 636  
REMAINING 5.116 ACRES

HIGHVIEW TERRACE  
SECTION TWO  
(28.825 ACRES)  
PLAT CAB. 37, PAGES 27B-28B

EDNA M. KEITER  
VOL. 1361, PG. 480  
REMAINING 2.96 ACRES

HIGHVIEW TERRACE  
SECTION ONE & TWO  
PLAT CAB. 37,  
PAGES 212B-213B

HIGHVIEW TERRACE  
SECTION TWO  
PLAT CAB. 37,  
PAGES 27B-28B

HIGHVIEW TERRACE  
SECTION TWO  
REPLAT LOT 3B  
PLAT CAB. VOL. 37,  
PAGES 290B-291A

INVERNESS GROUP, INC.  
VOL. 3596, PG. 931  
REMAINING 147.09 ACRES  
SURVEY RECORD  
VOLUME 38 PAGE 295

**BASIS OF BEARING**  
THE NORTH LINE OF CLEMENS  
DEVELOPMENT COMPANY, INC.  
60.069 ACRE TRACT AS  
RECORDED IN O.R. 2372 PAGE  
672 BEING N 71°00'45" W

PHILIP C. BRUMBAUGH  
OHIO REGISTERED  
PROFESSIONAL SURVEYOR NO. 5057

HIGHVIEW TERRACE, SECTION THREE, PHASE TWO RECORD PLAN  
LOCATED IN CITY OF BELLBROOK, GREENE COUNTY, OH.

**BRUMBAUGH  
ENGINEERING &  
SURVEYING, LLC**

1105 SOUTH MIAMI STREET  
WEST MILTON, OHIO 45383  
PHONE: (937) 698-3000  
FAX: (937) 698-3928  
PAGE 2 OF 3

2 WORKING DAYS  
BEFORE YOU DIG  
CALL TOLL FREE 800-362-2764  
OHIO UTILITIES PROTECTION SERVICE

**SUPERIMPOSITION MAP**  
SCALE: 1" = 200'

**PERTINENT DOCUMENTS:**

- IN ADDITION TO THE REFERENCES SHOWN ON FACE OF THIS PLAT THE FOLLOWING DOCUMENTS WERE USED: NONE

OCCUPATION IN GENERAL FITS THE SURVEYED LINES.

- ALL MONUMENTATION FOUND OR SET ARE IN GOOD CONDITION UNLESS OTHERWISE SHOWN.



NOTE: THE DEVELOPER'S MINIMUM FRONT YARD BUILDING SETBACK SHALL BE 40' UNLESS OTHERWISE APPROVED IN WRITING BY THE DEVELOPER.



**LINE TABLE**

LINE	BEARING	DISTANCE
L1	S 66°30'05" E	41.06'
L2	S 63°28'37" E	39.66'
L3	S 89°50'45" E	94.26'
L4	N 07°38'43" E	21.50'
L5	N 11°22'28" W	53.35'

**CURVE TABLE**

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	57.49'	1525.00'	2°09'36"	N 02°47'16" E	57.48'
C2	110.29'	1525.00'	4°08'38"	N 05°56'23" E	110.27'
C3	5.01'	1525.00'	0°11'17"	N 08°06'20" E	5.01'
C4	119.99'	1475.00'	4°39'40"	N 05°52'09" E	119.96'
C5	51.13'	1475.00'	1°59'10"	S 02°32'44" W	51.12'
C6	37.06'	475.50'	4°27'54"	N 00°40'48" W	37.05'
C7	83.83'	475.50'	10°06'04"	S 07°57'47" E	83.72'
C8	27.65'	40.00'	39°36'27"	N 32°49'03" W	27.10'
C9	28.32'	50.00'	32°27'20"	N 36°23'36" W	27.95'
C10	90.66'	50.00'	103°53'19"	S 31°46'44" W	78.74'
C11	114.22'	50.00'	130°53'29"	N 30°49'52" W	90.96'
C12	33.06'	40.00'	47°20'54"	N 10°56'26" E	32.12'
C13	43.63'	525.50'	4°45'25"	N 10°21'19" W	43.62'
C14	87.40'	525.50'	9°31'46"	N 03°12'44" W	87.30'
C15	93.57'	1525.00'	3°30'55"	N 03°18'37" E	93.55'
C16	83.35'	1525.00'	3°07'54"	N 06°38'02" E	83.34'
C17	30.73'	1475.00'	1°11'37"	S 07°36'11" W	30.73'
C18	119.60'	1475.00'	4°38'45"	N 04°41'00" E	119.57'

**CURVE TABLE**

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C19	16.80'	1475.00'	0°39'09"	S 02°02'03" W	16.80'
C20	169.96'	1500.00'	6°29'31"	S 04°57'14" W	169.86'
C21	174.02'	1500.00'	6°38'50"	S 04°52'34" W	173.92'
C22	127.24'	500.50'	14°33'59"	S 05°43'50" E	126.90'

**RECORD PLAN  
HIGHVIEW TERRACE  
SECTION THREE  
PHASE TWO**

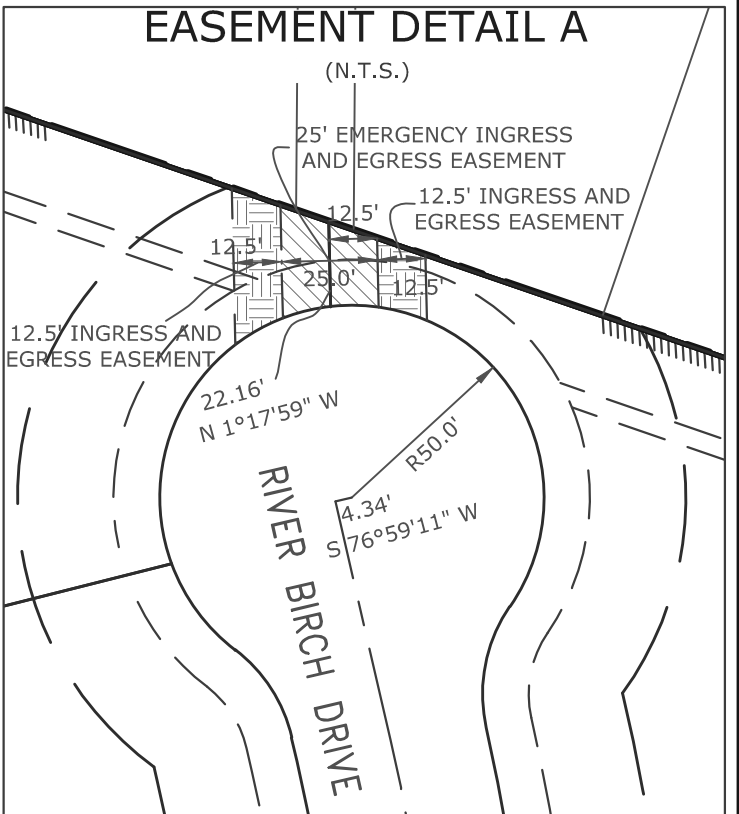
CONTAINING 11.126 ACRES  
LOCATED IN SECTION 2, TOWN 2, RANGE 6 MRs  
CITY OF BELLBROOK, GREENE COUNTY, OHIO  
AUGUST 4, 2017

**LEGEND**

- 5/8" x 30" IRON PIN SET WITH YELLOW PLASTIC CAP STAMPED "BRUMBAUGH E&S"
- ⊗ MAG NAIL SET
- 5/8" IRON PIN FOUND
- ⊗ MAG NAIL FOUND

ALL MONUMENTS FOUND ARE IN GOOD CONDITION UNLESS OTHERWISE NOTED.

PHILIP C. BRUMBAUGH  
OHIO REGISTERED  
PROFESSIONAL SURVEYOR NO. 5057



HIGHVIEW TERRACE, SECTION THREE, PHASE TWO RECORD PLAN LOCATED IN CITY OF BELLBROOK, GREENE COUNTY, OH.

**BRUMBAUGH ENGINEERING & SURVEYING, LLC**

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WEST MILTON, OHIO 45383  
PHONE: (937) 698-3000  
FAX: (937) 698-3928  
PAGE 3 OF 3

# RECORD OF RESOLUTIONS

Resolution No. 2017-AA

August 28, 2017

## City of Bellbrook

### Resolution No. 2017-AA

#### **A Resolution Directing the Greene County Auditor to Enter the Delinquent Cost of Unpaid Water Bills on the Tax Duplicate for the Properties Attached Hereto.**

WHEREAS, the City of Bellbrook, following all applicable procedures contained in the Bellbrook Municipal Code, invoiced customers for providing water to properties located in the City of Bellbrook's water system area; and

WHEREAS, Bellbrook Municipal Code Section 1042.05 authorizes unpaid water bills to be certified to the Greene County Auditor to be entered upon the tax duplicate, and

WHEREAS, the collection of such delinquent costs are in the best interest of the City and its citizens.

#### **Now, Therefore, the City of Bellbrook Hereby Resolves:**

Section 1. That the costs that have been incurred for providing water that have not been paid by the property owners is \$367.78.

Section 2. That the costs incurred shall be entered on the tax duplicate for the properties attached hereto.

Section 3. That this resolution shall take effect and be in force forthwith.

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Robert L. Baird, Mayor

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Jami L. Kinion, Clerk of Council

Subdivision Name City of Bellbrook  
 Purpose Delinquent Water Bills per Municipal Code 1042.05  
 Resolution/Ordinance # Resolution 2017-AA  
 Certifying Officer Mark Schlagheck

Total Amount Certified \$ 367.78

Parcel ID #	Owner's Name	Property Address/Legal Description	Lot #/Acreage	Cash Assessment	tax year	2017
					collection	2018
					year	
L35000200110005100	Colas, Joseph L. & Merce Graell	4096 Woodedge Dr.	328			\$ 32.31
L35000100050000600	Hilgeford, Patrick J. & Karen Ann	1929 Little Sugarcreek Rd.				\$ 156.00
L35000100070004500	Crenshaw, Shawn	189 Belair Circle	45			\$ 80.94
L35000200050005300	Pierce, Darlene	35 S. Main St.	25			\$ 98.53