7:00 pm - Regular Meeting

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
5. Mayor’s Announcements/Special Guest
   • Susan Lopez and Nancy Pestian-Bellbrook Family Resource Center
   • Police Chief Doug Doherty-Police Department 2016 Annual Report
6. Public Hearing of Ordinances
7. Introduction of Ordinances
8. Resolutions
   Resolution 2017-I  A Resolution Authorizing the City Manager to Enter into a Contract for Planning Services with the Regional Planning and Coordinating Commission of Greene County. (Seger-Lawson)
   Resolution 2017-J  A Resolution Approving the Replat of Lots #22-27 into Lots #22A, #23A, #24A, #25A, #26A, #26B and #27A, Highview Terrace Subdivision Section II. (Greenwood)
   Resolution 2017-K  A Resolution Approving the Recording of the Highview Terrace Subdivision, Section Three, Phase One. (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
    • 2017 Water Rates Review
13. Open Discussion
14. Adjourn
PRESENT: Mr. Nick Edwards
Mr. Forrest Greenwood
Mr. Darryl McGill
Mrs. Elaine Middlestetter
Mr. Mike Schweller
Mayor Bob Baird

ABSENT: Mrs. Seger-Lawson

This is a summary of the City Council work session held on January 23, 2017 at 5:30 pm.

Council and Mr. Schlagheck toured the Bellbrook Historical Museum at 42 N. Main St. Members of the Museum Board of Trustees spoke to everyone on the updates and needs of the museum.

Being no further business the work session ended at 6:36 pm.

____________________________
Robert L. Baird, Mayor

____________________________
Jami L. Kinion, Clerk of Council
PRESENT: Mr. Nick Edwards  
Mr. Forrest Greenwood  
Mr. Darryl McGill  
Mrs. Elaine Middlestetter  
Deputy Mayor Mike Schweller  
Mayor Bob Baird

ABSENT: Mrs. Seger-Lawson

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

This is a summary of the City Council meeting held on Monday, January 23, 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 regular meeting minutes of January 9, 2017 Mayor Baird declared the minutes approved as written.

**MAYOR’S ANNOUNCEMENTS/SPECIAL GUEST**

Mayor Baird swore in Meredith Glick Brinegar to serve on the Board of Zoning Appeals and Property Review Commission, term 2-1-17 to 1-31-2022. The Mayor thanked Mrs. Brinegar for serving on this board.

**PUBLIC HEARING OF ORDINANCES**

**INTRODUCTION OF ORDINANCES**

**RESOLUTIONS**

**Mr. Schweller read Resolution 2017-D.** A resolution authorizing Robert L. Baird, Mayor of the City of Bellbrook, to enter into an amended employment agreement with Mark A. Schlagheck, City Manager/Finance Director. Mr. Schweller said that this is a revision of the City Manager’s employment agreement. Mr. Schweller also said the City is fortunate to have Mr. Schlagheck as he is both the City Manager and Finance Director. Mr. Schweller along with the Mayor and the other Council members thanked Mr. Schlagheck for the good job he does.

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

**Mr. Edwards read Resolution 2017-E.** A resolution to proceed to levy a tax in excess of the Ten Mill Limitation. This is the second step in the process to place the renewal levy on the May 2, 2017 ballot. The first step was completed at the last Council meeting. The County Auditor has certified the
estimated property tax value for this renewal levy at $210,000 per year. This is a five year renewal levy with no additional taxes.

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

Mr. McGill read Resolution 2017-F. A resolution authorizing the City Manager to participate in a contract with the Department of Administrative Services, Office of State Purchasing, for the purchase of a mowing tractor for the City of Bellbrook. This purchase was included in the 2017 budget. The budget amount was $76,000. The state bid purchase amount is $80,396, which does include the trade-in of the old 1981 mowing tractor. Mr. Greenwood said that this is a good purchase because the newer equipment is much safer.

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

Mr. Greenwood read Resolution 2017-G. A resolution declaring specific equipment no longer needed by the City of Bellbrook as surplus property and authorizing the City Manager to dispose of said surplus property. The new bucket truck was received the last week of December. Therefore, the old bucket truck is no longer needed. Also, with the purchase of the new mower, the vendor has offered $4,500 for the old mower and equipment, so that will be declared as surplus property.

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

Mrs. Middlestetter read Resolution 2017-H. A resolution authorizing the City Manager to sign a Community Development Block Grant Program Grant Agreement with the Greene county Board of Commissioners. In 2016 the City applied for a grant to add handicap ramps particularly in the downtown area and the southeast plat areas. The grant amount was just over $31,000. The City’s share is around $9,000. Mr. Schlagheck said the ramps should be in place sometime this spring or summer.

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

CITY MANAGER REPORT
Mr. Schlagheck said this is the time of year where we begin to have summaries of the previous year. Tonight he presented the waste and recycling statistics. The total amount of waste collected from the residents was 2,361 tons and 623 tons of recycle. These amounts are almost identical to last
year. The amount of trash generated per household was 1.17 tons. Again, this is consistent with previous years. Mr. Schlagheck said our service fee is $13.00, which is lower than surrounding areas.

Next, Mr. Schlagheck said residents will be receiving their 2017 property tax bill. The City’s overall property values increased by 1.4%. This is mostly due to the increase in residential values because of new homes in the Vineyards and High View Terrace and other new homes. Unless your property value went up, residents should see a slight decrease in their taxes as there were no new levies that passed in Bellbrook for the schools or the county.

Mr. Schlagheck then spoke about the comprehensive plan update. A quote was attached for Council to review from the Regional Planning and Coordinating Commission of Greene County (RPCC). This was included in the 2017 budget. The estimated cost for this project is $21,800. The City last updated the comprehensive plan in 1974. Areas of focus include: the historic old village area, SR 725/Franklin Street corridor, existing neighborhoods, fringe and vacant areas, water district and walkability & connectivity. The project is estimated to take 18 months to complete. Mr. Schweller asked Mr. Schlagheck if he thinks the City will receive a good product. Mr. Schlagheck said yes. Mr. Schlagheck said he priced this with other planning firms and the price was considerably higher. Mr. Edwards asked what the benefits will be and how will the City utilize the information. Mr. Schlagheck said he thinks the biggest areas of focus are the old village and the SR 725 corridor. The updated plan will help put together a vision for both areas. Also at that time regulations for the old village can be reviewed. Mr. Greenwood asked if the aquifer will be part of this update. Mr. Schlagheck said no, it is not part of the comprehensive plan but the aquifer document can be looked at to see if it needs updated. Mr. Greenwood also asked with all the development around Bellbrook, would the plan update address any traffic issues. Mr. Schlagheck said he thinks it will but he is not sure there will be any recommendations. Mr. Schlagheck said there will be a walkable community workshop tentatively scheduled for April 12. It will focus on the downtown area. The public and interested parties will be invited to attend the workshop. More information will follow.

**COMMITTEE REPORTS**

**Service:** No Report.

**Safety:** Mr. Greenwood said next month, the Police and Fire Departments will be presenting their yearly reports.

**Finance/Audit:** Mr. Schweller spoke about the financial update that was included in their packet. He said it was like a break-even year for the City with both revenue and expense being down in 2016.

**Community Affairs:** Mrs. Middlestetter said there is one opening on the Village Review Board.

**OLD BUSINESS-**

**NEW BUSINESS-**
OPEN DISCUSSION-
Mrs. Middlestetter mentioned the large piles of mulch located at Tom’s mulch on Ferry Rd. The mulch piles are located in the flood plain. Mrs. Middlestetter said that if there is a flood, the mulch could wash into the Little Sugarcreek and could smother and kill everything in the creek and damage everything down stream. This business is located in the Township. Mrs. Middlestetter said she knows the County is working with the owner of Tom’s mulch on this matter. She wanted the community to be aware of this.

Joey Derrico-1822 Sugar Run Trail- He came to Council tonight because he is interested in the workings of government and the political field in general. He is involved in two service clubs at school. He is also a volunteer for the Democratic Party in Greene County. He is interested in learning more about local government.

ADJOURN
Being no further business to come before this regular session of the Bellbrook City Council, Mayor Baird declared the meeting adjourned at 7:43 pm.

____________________________________
Robert L. Baird, Mayor

____________________________________
Jami L. Kinion, Clerk of Council
City of Bellbrook

Resolution No. 2017-I

A Resolution Authorizing the City Manager to Enter into a Contract for Planning Services with the Regional Planning and Coordinating Commission of Greene County.

WHEREAS, the City of Bellbrook’s Comprehensive Plan was last updated in 1974; and

WHEREAS, the Regional Planning and Coordinating Commission of Greene County is able to provide planning services to update the City’s Comprehensive Plan; and

WHEREAS, the City desires to enter into a Contract with the Regional Planning and Coordinating Commission of Greene County to update the City’s Comprehensive Plan.

Now, Therefore, the City of Bellbrook Hereby Resolves:

Section 1. That the City Manager is hereby authorized to sign the attached contract with the Regional Planning and Coordinating Commission of Greene County’s contract in an amount not to exceed $21,800.

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

Robert L. Baird, Mayor

Jami L. Kinion, Clerk of Council
CONTRACT FOR PLANNING SERVICES
PROVIDED TO
CITY OF BELLBROOK, OHIO

THIS CONTRACT, made effective as of this ______ day of ___________, 2017, by and between the City of Bellbrook, Ohio, (hereinafter called the "City"), and the Regional Planning and Coordinating Commission of Greene County, Ohio, (hereinafter called the "RPCC").

WITNESSETH:

WHEREAS, the City desires to undertake the necessary activities for the preparation of an update to the Bellbrook Comprehensive Plan (hereinafter referred to as "Plan"); and

WHEREAS, the City desires to engage the RPCC to research other communities Plans, review/update the Plan based on research, public input, and discussions with City staff and boards, render technical advice and assistance, and to provide professional services in connection with such preparation of the Plan; and

WHEREAS, the RPCC, by virtue of Articles 6.03, 10.02 and 10.04 of the Resolution and By-Laws of the Regional Planning and Coordinating Commission of Greene County, Ohio and Ohio Revised Code 713.21, 713.22, is empowered to contract and receive funds for services rendered to member jurisdictions; and

WHEREAS, the Bellbrook City Charter authorizes the City Manager to contract with planning consultants as necessary within the limits of money appropriated by the City Council for such purpose; and

WHEREAS, the City has appropriated $21,800 for a plan update,

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereby agree as follows:

TERMS:

Section 1. Warranties and Responsibilities of RPCC

The RPCC warrants and represents that:

a) RPCC is professionally competent and qualified to perform the services.

b) RPCC has all necessary powers and authority to enter into and perform the covenants and agreements on its part to be performed in the Contract and by proper action duly authorized in the execution and delivery of this contract.
c) This Contract constitutes a legal, valid and binding obligation of RPCC enforceable in accordance with its terms.

Section 2. Scope of Work

a) The work tasks to be completed by the RPCC in preparation of the Plan are described in the Scope of Services. (See Attachment #1 Scope of Services)

b) The RPCC shall perform the work described in the Scope of Services and provide all of the necessary technical and professional services to the City in an expedient and professional manner in order to ensure successful preparation of the Plan.

c) The RPCC will coordinate its work with City staff in preparation of the Plan.

Section 3. Responsibilities of the City

The City shall provide coordination, cooperation, and access to all available reports, information, and documentation reasonably necessary for the RPCC to complete the Scope of Services as described in Section 2. In particular, the City shall provide and make available maps, copies of reports and other data as necessary and available to the RPCC at no cost.

The City shall publish any required legal notices, shall provide cooperation and appropriate meeting space for any required public meetings or hearings, logistical coordination, and provide any necessary publicity with respect to such meetings at no cost to the RPCC. The City will also assist with copying and distributing of documents, reports, memos, or other work products generated by RPCC to participants in the planning process, as determined to be necessary by the City and RPCC. RPCC will work with the City to provide digital copies of documents in order that they might be distributed via e-mail, where feasible.

Section 4. Time Schedule (see Attachment #2 Proposed Schedule)

The services of the RPCC, as described herein, shall begin upon the effective date of this Contract.

a) Services shall be performed in such a sequence to assure expeditious completion of all services consistent with the objectives of the City and good and efficient professional practices.

b) Within one month, the RPCC will provide the City with a complete schedule that depicts the entire process for updating the Plan and anticipated hours spent by month to complete the Plan. It is anticipated that the project will take no longer than eighteen (18) months to complete. During the course of the project, events may impact any project schedule and these need to be
brought to the City's attention at a regular monthly meeting.

Section 5. Compensation and Method of Payment

a) The City will pay the RPCC an amount not to exceed Twenty-One Thousand Eight Hundred dollars ($21,800).

b) The RPCC shall submit a detailed statement on a monthly basis to the City setting forth for the identity of each staff person who performed work on this Contract during the preceding month, the amount of time expended by each such person in performing said work, the dates on which said work was performed and a brief description of the work performed by each person within each billing interval.

c) All charges for services shall be based upon actual time in one-half (0.5) hour increments. The charges for said work will be based upon the personnel classifications for the RPCC's staff performing the services. The amount charged for each staff person shall be based upon the hourly wage associated with the personnel classification for the person performing the work as set forth in Attachment #3 which includes the cost of all benefit afforded to any person in each designated classification.

d) Charges for reimbursable expenditures shall be at their actual cost. Reimbursement requests for payments to outside vendors shall be supported by appropriate documentation. (See Attachment #3 RPCC Office Staff Hourly Rates).

Section 6. Personnel

The RPCC shall provide all of the necessary personnel to assure complete compliance with the terms of this Contract. The Executive Director of Regional Planning and Coordinating Commission of Greene County, Ohio will serve as Project Manager. Various staff members of the RPCC will be assigned specific work tasks as appropriate, depending upon required experience, knowledge and discipline.

Section 7. Changes

The City may, from time to time request changes in the Scope of Service to be performed by RPCC hereunder. Such changes, including and any increase or decrease in the amount of the RPCC's compensation, which are mutually agreed upon by and between the City and RPCC, shall be incorporated in written amendments to this Contract.

The RPCC shall notify the City of the need for any change in the Contract or the need for change as a result of modifications in the Scope of Services, or changes in conditions.
The RPCC shall not proceed with any change or extra work unless approved in writing by the City.

Section 8. Miscellaneous

a) This contract shall be governed by and construed in accordance with the laws of the State of Ohio, without regards to conflict of law principles.

b) ALL instruments and products of professional services prepared by RPCC under this contract are the property of City, although the RPCC may use the final product for example purposes.

c) This Contract contains the entire agreement between City and RPCC with respect to the subject matter hereof and may not be modified or amended except by written instrument signed by both the City and RPCC.

d) This Contract is binding on the parties’ successors, if any. Neither party may assign the contract.

e) This Contract and all rights and actions related thereto are strictly reserved to City and RPCC and nothing contained herein shall give or allow any claim or right of action to or by any third party.

f) City shall designate one person responsible for all communications from RPCC and who shall jointly have limited administrative authority on behalf of City to receive and transmit information and make decisions with respect to the Plan and activities for which RPCC is to provide services.

g) The relationship between the City and RPCC is purely contractual. RPCC shall perform its duties hereunder as an independent contractor and shall have no authority, expressed to implied, to bind City to any agreement, liability or understanding. Neither RPCC nor any agent or employee of RPCC shall be, or be deemed to be, an agent or employee of City.

h) RPCC reserves the right to include representations of the project contemplated herein in its professional material.
Section 9. Notice
Any notice required under this contract shall be deemed given either on the day actually received or twenty-four (24) hours after having been deposited in the United States mail, postage prepaid, registered or certified, and addressed to the parties as set forth below, whichever is earliest. The parties may change their addresses from time to time by written notice given in accordance herein.

IN WITNESS WHEREOF, the City and the RPCC have executed the Contract to be effective as of the date first above written.

WITNESS:  

CITY OF BELLBROOK
CITY MANAGER

_______________________________

_______________________________

_______________________________

_______________________________

_______________________________

_______________________________

_______________________________

REGIONAL PLANNING AND COORDINATING COMMISSION OF GREENE COUNTY

President

Executive Director

Resolution # ____________________
ATTACHMENT #1

BELLBROOK COMPREHENSIVE PLAN UPDATE

SCOPE OF SERVICES

The Regional Planning and Coordinating Commission of Greene County (RPCC) will produce a Comprehensive Plan Update for the City of Bellbrook. This updated Comprehensive Plan will serve as Bellbrook’s general decision-making guide for land use, development, preservation and capital improvement programming over the next ten to fifteen years, through 2030. The updated plan will be formulated in close communication with City staff, City boards and with public input from the citizens and business owners of the community.

Bellbrook’s first adopted plans were the Comprehensive Plan for Bellbrook & Sugarcreek Township and the Old Village District Plan, both prepared by Miami Valley Regional Planning Commission and adopted in 1974. Those plans were prepared knowing an interstate highway and public sanitary sewer system were in the works and the formation of the Bellbrook-Sugarcreek Park District. The RPCC of Greene County adopted the Perspectives 2000 Future Land Use Plan in 1978 and the Perspectives 2020 Future Land Use Plan in 2001, both of which included the City of Bellbrook. Sugarcreek Township adopted its Sugarcreek Township Comprehensive Development Plan in 2001 and updated it in both 2007 and 2013.

AREAS OF FOCUS

The Comprehensive Plan Update will look at the community in a comprehensive manner, but the following six areas of focus will be emphasized:

- Historic Old Village Area – The plan will look at the physical, social and economic dynamics of the downtown area and provide recommendations to bolster its attractiveness as a place to live, work, shop and gather.
- SR 725/Franklin Street Corridor – The plan will look at the main transportation route through the community and make recommendations regarding its transportation role as well as its role in the community’s image.
- Existing Neighborhoods – The plan will look at the variety of existing neighborhoods in the community and make recommendations regarding future actions to keep them attractive places to live and play.
- Fringe and Vacant Areas – The plan will look at vacant areas both inside and surrounding the city.
- Water Service District – The plan will look at land use and development trends as they relate to Bellbrook’s water service district.
• Walkability & Connectivity – The plan will look at ways to increase walkability and connectivity within the community, especially relating to the downtown area, schools and recreation areas.

REVIEW COMMITTEE

Bellbrook Planning Board will serve as the review committee, with additional persons added for each meeting based upon the subject matter.

COMPREHENSIVE PLAN CHAPTERS

The comprehensive plan update will be organized into two major sections – the input chapters and the recommendation chapters as follows:

• Input Chapters
  o History
  o Population Trends
  o Economic Trends
  o Housing Trends
  o Land Use Trends
  o Community Services and Facilities
  o Transportation Infrastructure
  o Utility & Drainage Infrastructure
  o Natural Features
  o Neighborhoods and Planning Areas
  o Downtown/Old Village District
  o Water Service Area

• Recommendation Chapters
  o Goals, Objectives & Policies
  o Plan Recommendations
  o Plan Implementation

• Appendix – Public Input Process

The input chapters will be provided in a draft form for each meeting at which the subject matter and relevant maps will be reviewed and discussed. After each meeting, the relevant input chapters will be finalized based upon input received at each meeting. The Downtown/Old Village Chapter will discuss input from a walkable community workshop to be conducted jointly by RPCC of Greene County and Miami Valley Regional Planning Commission. The downtown workshop is independent of this scope.
COMPREHENSIVE PLAN MAPS

RPCC will develop a set of maps for the Comprehensive Plan Update. The maps will include the following subject areas:

- Existing Land Use
- Groundwater Resources & Well Field Protection Areas
- Groundwater Pollution Potential
- Natural Features
- Drainage, Flood Plains & Wetlands
- Generalized Water System
- Generalized Sanitary Sewer System
- Generalized Other Utility Systems
- Community Facilities
- Thoroughfare Classification & Average Daily Traffic
- Pedestrian & Bike Facilities
- Planning Areas
- Comprehensive Plan
- Downtown Plan
- Transportation Plan

MEETINGS

RPCC staff will conduct up to ten (10) meetings with the Bellbrook Planning Board and/or a Bellbrook Comprehensive Plan Update Committee as follows:

1. Kick-Off, Process & History
2. Initial Issues Scan
3. Population & Economic Trends
4. Natural Features, Community Facilities Utility Infrastructure & Drainage
5. Land Use/Housing Trends & Neighborhoods
6. Transportation & Corridors
7. Downtown Bellbrook (including input from separately-held Walkable Community Workshop in conjunction with MVRPC)
8. Plan & Policy Recommendations
9. Public Input Meeting
10. Plan Finalization

Each meeting will focus on the subject areas as listed above. After presentation of existing conditions and trends in subject areas at each meeting, recommendations and policies will be discussed for insertion into the plan. They will then be assembled together for Meeting #8 for a first draft, presented to the public for comment at Meeting #9, and finalized at Meeting #10. RPCC staff will also attend the meetings of Planning Board and City Council for adoption, as needed.
WEB SITE

RPCC will work with Bellbrook to provide materials for its web site for the plan update.

DELIVERABLES

Upon completion and adoption of the plan, RPCC will provide twenty (20) printed copies and one (1) digital copy in PDF format of the plan document and accompanying maps. RPCC will also provide one (1) printed 36-inch by 42-inch display map of the Comprehensive Plan.
ATTACHMENT #2

BELLBROOK COMPREHENSIVE PLAN UPDATE

PROPOSED SCHEDULE

Assumes Contract signed in February, 2017
<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Executive Director</td>
<td>$57.29/hour</td>
</tr>
<tr>
<td>Current Planner</td>
<td>$32.56/hour</td>
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<tr>
<td>Administrative Support Specialist</td>
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<td>GIS Technician</td>
<td>$18.38/hour</td>
</tr>
<tr>
<td>Planning Intern</td>
<td>$13.36/hour</td>
</tr>
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</table>
City of Bellbrook

Resolution No. 2017-J

A Resolution Approving the Replat of Lots #22-27 into Lots #22A, #23A, #24A, #25A, #26A, #26B and #27A, Highview Terrace Subdivision Section II.

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 replat of Lots #22-27 into Lots #22A, #23A, #24A, #25A, #26A, #26B and #27A, Highview Terrace Subdivision, Section II; 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 replat of Lots #22-27 into Lots #22A, #23A, #24A, #25A, #26A, #26B and #27A, Highview Terrace Subdivision, Section II 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
City of Bellbrook  
Resolution No. 2017-K  

A Resolution Approving the Recording of the Highview Terrace Subdivision,  
Section Three, Phase One.  

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

WHEREAS, the City reviewed the record plan, bonds, letters of credit and subdivider’s agreement  
for the project; and  

WHEREAS, said bonds or letters of credit shall be held by the City until all public improvements  
are installed by the developer and accepted by the City; 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 One 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 plans.  

Section 3. That the City Manager/Finance Director is hereby authorized to accept the bonds or  
letters of credit and inspection fees and to sign the City subdivider’s agreement with the developer.  

Section 4. 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 5. That the approval of said plat 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 6. 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 herewith, and do dedicate the sanitary sewers to the Greene County Board of Commissioners for the public use forever. Basements shown on the plat are retained for the construction, operation, maintenance, repair, replacement or renewal thereof, and are to be maintained by the owners, and not by the board of commissioners. Streets shown on the plat are hereby dedicated to the public forever. Lot 55 (Reserve "C") shall be dedicated to the city of Bellbrook as open space.

SIGNED AND ACKNOWLEDGED

Owner:

In the presence of: CLAYTON DEVELOPMENT CO. & R.M. CLAYTON, CO.

Witness:

BY: RICHARD M. CLAYTON

PREVIOUSLY, PRESIDENT, CLAYTON DEVELOPMENT CO. & OWNER, R.M. CLAYTON, CO.

Witness:

STATE OF OHIO, SS: THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

21st, day of SEPTEMBER, 2006, BY RICHARD M. CLAYTON, ITS PRESIDENT, & AS OWNER, R.M. CLAYTON, CO. BY

RICHARD M. CLAYTON

ROTARY PUBLIC

SIGNED AND ACKNOWLEDGED

In the presence of:

LIEHOLDER:

BY: LINDSAY KRAKER

STATE OF OHIO, SS: THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

21st, day of SEPTEMBER, 2006, BY LINDSAY KRAKER, AS OWNER.

ROTARY PUBLIC

SIGNED AND ACKNOWLEDGED

In the presence of:

LIEHOLDER:

Witness:

BY: [PRINTED NAME]

STATE OF OHIO, SS: THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

21st, day of SEPTEMBER, 2006, BY LINDSAY KRAKER, AS OWNER.

ROTARY PUBLIC

SIGNED AND ACKNOWLEDGED

In the presence of:

LIEHOLDER:

Witness:

BY: [PRINTED NAME]

STATE OF OHIO, SS: THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

21st, day of SEPTEMBER, 2006, BY LINDSAY KRAKER, AS OWNER.

ROTARY PUBLIC

SIGNED AND ACKNOWLEDGED

Owner 0.735 ACRE TRACT:

BY: LINDSAY KRAKER

Witness:

BY: LINDSAY KRAKER

STATE OF OHIO, SS: THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

21st, day of SEPTEMBER, 2006, BY LINDSAY KRAKER, AS OWNER.

SIGNED AND ACKNOWLEDGED

In the presence of:

LIEHOLDER:

Witness:

BY: [PRINTED NAME]

STATE OF OHIO, SS: THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

21st, day of SEPTEMBER, 2006, BY LINDSAY KRAKER, AS OWNER.

ROTARY PUBLIC

SIGNED AND ACKNOWLEDGED

Owner 0.735 ACRE TRACT:

BY: LINDSAY KRAKER

Witness:

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