



CITY OF BELLBROOK

FOUNDED 1816

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BELLBROOK CITY COUNCIL AGENDA

February 9, 2015

7:00 pm—Regular Meeting

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Formal Approval of the Work Session and Regular City Council Meeting Minutes of **January 26, 2015**
5. Mayor's Announcements / Special Guests
 - **Scott Carlson**, Oath of Office, Village Review Board
6. Ordinances
 - Ordinance No. 2015-1** Amending Chapter 1610 of the Bellbrook Municipal Code, Establishing the Fire Code Enforced by the Bellbrook Fire Department (**Greenwood**)
7. Resolutions
 - Resolution No. 2015-C** 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 (**Schweller**)
 - Resolution No. 2015-D** Authorizing the City Manager to enter into a letter agreement with TowerPoint Capital, LLC for the purchase of the City's cell tower lease (**Seger-Lawson**)
8. City Manager's Report
9. Committee Reports
 - A. Service
 - B. Safety
 - C. Finance/Audit
 - D. Community Affairs
10. Old Business
11. New Business
 - Water System and Water Rates Review
12. Open Discussion
13. Adjourn

RECORD OF PROCEEDINGS

Minutes of Bellbrook City Council Meeting

Work Session

January 26, 2015

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

This is a summary of the City Council work session held on January 26, 2015 at 6:00 pm to discuss the water service agreement and assign Council committees for the year.

Council assigned Committees and Regional Agency Delegates for 2015. These assignments will be approved in the regular meeting following this work session.

Council discussed the water service agreement area and the Greene County Commissioners and their request to the City's proposed changes. Mr. Schlagheck will respond to the Commissioners and report back to Council.

Being no further business the work session ended at 6:50 pm.

Robert L. Baird, Mayor

Carrie C. Smith, Clerk of Council

RECORD OF PROCEEDINGS

Minutes of Bellbrook City Council Meeting

January 26, 2015

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

This is a summary of the City Council meeting held on Monday, January 26, 2015. Mayor Baird called the meeting to order at 7:00 pm and the Clerk called the roll.

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

After polling members of City Council, as there were no corrections or additions to the prior minutes of the **regular meeting minutes of December 8, 2014**, and **special meeting minutes of December 29, 2014**, Mayor Baird declared the minutes approved as written.

SPECIAL GUESTS

Mayor Baird administered the Oath of Office to **Mr. Robert Guy** and **Mr. Robert Middlestetter**. Both are members of the Board of Zoning Appeals/Property Review Commission.

PROCLAMATION

Mayor Baird read a Proclamation that Mr. Edwards was asked to present to the India Club of Greater Dayton in celebration of Republic Day of India held on January 25, 2015, at Bellbrook High School.

RESOLUTIONS

Mr. Schweller read **Resolution No. 2015-A** authorizing the City Manager/Finance Director to file with the County Auditor request(s) for advances of taxes collected in its entirety.

By doing this, the City will receive property taxes from the County faster. The City has been making this request to the County Auditor for several years.

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

RECORD OF PROCEEDINGS

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Mr. Edwards read **Resolution No. 2015-B** authorizing the City Manager to participate in a contract with the Department of Administrative Services, Office of State Purchasing, for the Purchase of a Police vehicle for the City of Bellbrook.

Mr. Schlagheck said this vehicle will replace the Police Chief vehicle with a new sedan. This expense was included in the 2015 budget and the cost came in just under the amount budgeted.

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

CITY MANAGER REPORT

Mr. Schlagheck reported the 2014 Waste Collection and Recycling Statistics. The City collected 2,450 tons of waste and 657 tons of recycling. The average household produced 0.97 tons of waste and 0.26 tons of recycling in 2014.

The Property Tax Valuation for the City of Bellbrook has gone down 0.38%. The property tax information including values and bills is available at www.co.greene.oh.us. Mr. Schlagheck also reported that Vectren has filed to reduce their tax in the City; however, the impact is minor and will only amount to approximately a \$5,700 reduction in taxes for the City.

Zoning permits were down slightly in 2014 compared to 2013. Property maintenance violations were slightly higher in 2014, but as a whole property maintenance and zoning violations were down.

Mr. Schlagheck informed Council that the Planning Board met in January regarding allowing automatic pool covers in place of a fence. This issue was brought up from a variance case asking for an automatic pool cover in lieu of a fence. The Planning Board had two meetings to discuss this issue and decided to make no change to the Code and will continue to require a fence around swimming pools.

Mr. Schlagheck spoke about a piece of land with a cell tower on it that the City leases, and receives around \$32,000 a year from this lease. A company has contacted Mr. Schlagheck and would like to purchase that lease for approximately \$400,000 dollars, plus an additional amount each month if they would get any new carriers on this tower. Mr. Schlagheck will look into this further and report back to Council.

Mr. Schlagheck said the State of Ohio has started putting every check that they write on their website. No one has ever asked for this information from the City, but Mr. Schlagheck wanted to know how Council feels about doing this ourselves. Mayor Baird said if the City is getting a lot of requests we should look into putting this information on the website. Mr. Schweller said that as long as we are fulfilling any requests we get, he does not think that it is worth the cost to put that out there. Mr.

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Greenwood said that if as long as it is easy for someone to request this information this wouldn't be necessary. Council agreed that there is no need to add this information to the website right now.

COMMITTEE REPORTS

Service: Mrs. Seger-Lawson said they have not had any complaints about the streets during the last few snow events.

Safety: No report.

Finance/Audit: Mr. Schweller reported on the Financial Update provided by Mr. Schlagheck and how well the budget is tracked and prepared.

Community Affairs: Mrs. Middlestetter said there is a need for volunteers on the Village Review Board.

NEW BUSINESS

The Clerk read the City's appointees to various committees for 2015.

Records Commission: Ms. Mary Graves, Community Volunteer

Greene County Board of Health: Mr. Bill Beeman, Bellbrook Representative

Finance Committee: Mr. Schweller, Chair; Mr. Edwards, and Mrs. Seger-Lawson

Safety: Mr. Greenwood, Chair; Mr. Martin; and Mrs. Middlestetter

Community Affairs: Mrs. Middlestetter, Chair; Mr. Edwards; and Mr. Martin

Service: Mrs. Seger-Lawson, Chair; Mr. Greenwood; and Mr. Schweller

The Clerk read the Regional Delegates for 2015.

Bellbrook-Sugarcreek Chamber of Commerce: Mrs. Middlestetter

Greene County Department of Development: Mr. Schlagheck and alternate Mayor Baird

Greene County Regional Planning Commission: Mrs. Seger-Lawson and alternate Mayor Baird

Mayors and Managers: Mayor Baird and alternate Mr. Schlagheck

Miami Valley Regional Planning Commission: Mayor Baird and alternate Mr. Schlagheck

Museum Board: Mrs. Middlestetter

Solid Waste Advisory Committee: Mr. Schlagheck

Waste Water Committee: Mr. Schlagheck

Firefighters Dependency Fund Board: Mr. Schweller and Mr. Martin

Mr. Schweller made a motion to approve the above appointments for 2015. Mrs. Seger-Lawson seconded the motion. The Clerk called the roll: Mr. Schweller, yes; Mrs. Seger-Lawson, yes; Mr. Edwards, yes; Mr. Greenwood, yes; Mrs. Middlestetter, yes; Mayor Baird, yes. The motion was carried 6-0.

OPEN DISCUSSION

Mr. Greenwood said that the last snow event went well and the City seems to be saving salt.

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Mrs. Middlestetter appreciates that we are not putting that much salt down for financial reasons and for the environment.

Mrs. Seger-Lawson thanked those individuals who volunteer to serve on the City Boards.

Alex Crane is a Boy Scout attending the meeting in order to get his Citizenship Badge. Mayor Baird thanked him for coming and presented him with a City of Bellbrook pin.

EXECUTIVE SESSION

Mr. Schweller made a motion to enter into executive session to discuss employee evaluations for the City Manager and Clerk of Council at 7:37 pm. Mrs. Middlestetter seconded the motion. The Clerk called the roll: Mr. Schweller, yes; Mrs. Middlestetter, yes; Mr. Edwards, yes; Mr. Greenwood, yes; Mrs. Seger-Lawson, yes; Mayor Baird, yes. The motion was carried 6-0.

Mr. Edwards made a motion to exit out of executive session at 8:50 pm. Mr. Greenwood seconded the motion. The Clerk called the roll: Mr. Edwards, yes; Mr. Greenwood, yes; Mrs. Middlestetter, yes; Mr. Schweller, yes; Mrs. Seger-Lawson, yes; Mayor Baird, yes. The motion was carried 6-0.

Mr. Schweller made a motion to increase the Clerk of Council pay to \$17.50 per hour, back dated to January 1, 2015, or the nearest pay date. Mr. Greenwood seconded the motion. The Clerk called the roll: Mr. Schweller, yes; Mr. Greenwood, yes; Mr. Edwards, yes; Mrs. Middlestetter, yes; Mrs. Seger-Lawson, yes; Mayor Baird, yes. The motion was carried 6-0.

Mrs. Seger-Lawson made a motion to approve an annual salary increase for the City Manager/Finance Director of three percent and a bonus of six percent based on his annual salary, back dated to January 1, 2015, or nearest pay date. Mrs. Middlestetter seconded the motion. The Clerk called the roll: Mrs. Seger-Lawson, yes; Mrs. Middlestetter, yes; Mr. Edwards, yes; Mr. Greenwood, yes; Mr. Schweller, yes; Mayor Baird, yes. The motion was carried 6-0.

ADJOURN

Being no further business to come before this regular session of Bellbrook City Council, Mayor Baird declared the meeting adjourned at 8:56 pm.

Robert L. Baird, Mayor

Carrie C. Smith, Clerk of Council

RECORD OF ORDINANCES

Ordinance No. 2015-1

February 23, 2015

CITY OF BELLBROOK, OHIO

ORDINANCE NO. 2015-1

AN ORDINANCE AMENDING CHAPTER 1610 OF THE BELLBROOK MUNICIPAL CODE ESTABLISHING THE FIRE CODE ENFORCED BY THE BELLBROOK FIRE DEPARTMENT.

WHEREAS, the City of Bellbrook has enacted Chapter 1610 of the Bellbrook Municipal Code which is entitled “Bellbrook Fire Department Unified Fire Code”; and

WHEREAS, the purpose of Chapter 1610 is to protect the peace, health, safety, and welfare of the citizens of Bellbrook; and

WHEREAS, Chapter 1610, “Bellbrook Fire Department Unified Fire Code,” defines the edition of the Fire Code that has been adopted; and

WHEREAS, the City of Bellbrook desires to update the Fire Code references in the Municipal Code.

NOW, THEREFORE, THE CITY OF BELLBROOK HEREBY ORDAINS:

Section 1. That the following amendment to Chapter 1610 of the Bellbrook Municipal Code be approved with deletions shown by brackets and strikethrough and additions shown by italics and underlined:

§ 1610.01 “1994 Edition Adopted; Purpose” is hereby amended as follows:

Pursuant to Section 5.07 of the City Charter, there is hereby adopted and incorporated by reference as if set out at length herein, for the purpose of prescribing regulations for the safeguarding, to a reasonable degree, of life and property from the hazards of fire and explosion arising from the storage, handling and use of hazardous substances, materials and devices and from conditions hazardous to life or property in the use of occupancy of buildings or premises, *the Ohio Fire Code as promulgated in Chapter 1301:7 of the Ohio Administrative Code*~~[that certain Code known as the 1994 edition of the Unified Fire Code, consisting of the BOCA National Fire Prevention Code (1993 edition), as published by Building Officials and Code Administrators International, Inc., and the amendments contained therein from the Southwest Fire Safety Council Standards (1994)].~~

§ 1610.02 “Interpretation” is hereby amended as follows:

The [~~Unified~~] Fire Code, as adopted in Section 1610.01, shall not be construed to affect the responsibility of any party owning, operating or installing any equipment for damage to persons or property caused by any defect therein, nor shall the City be held as assuming any such liability by

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Ordinance No. 2015-1

February 23, 2015

reason of any inspection or re inspection authorized herein or any permit issued as herein provided, or by reason of the approval or disapproval of any equipment authorized herein.

§ 1610.99 “Penalty; Equitable Remedies” is hereby amended as follows:

- (a) Whoever violates any of the provisions of this Fire Prevention Code, including the [Unified] Fire Code adopted in Section 1610.01, or fails to comply therewith, or violates or fails to comply with any order made thereunder, or builds in violation of any detailed statement of specifications or plans submitted and approved thereunder, or any certificate or permit issued thereunder, for which no penalty is otherwise provided and for which no appeal has been taken, or fails to comply with such provision as affirmed or modified by the Code Official of the City or by a court of competent jurisdiction within the time fixed therein, is guilty of a misdemeanor of the first degree and shall be fined not more than one thousand dollars (\$1,000) or imprisoned not more than six months, or both, for each offense. When not otherwise specified, a separate offense shall be deemed committed each day during or on which a violation occurs or continues.
- (b) The imposition of any one penalty for any violation shall not excuse the violation or permit it to continue, and all persons who violate the [Unified] Fire Code shall be required to correct or remedy such violations or defects within a reasonable time period.
- (c) The application of the penalty provided herein shall not be held to preclude other additional remedies as provided by law.

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

PASSED this ____ day of _____, 2015.

Robert L. Baird, Mayor

Carrie C. Smith, Clerk of Council

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

RECORD OF RESOLUTIONS

Resolution No. 2015-C

February 9, 2015

CITY OF BELLBROOK, OHIO

RESOLUTION NO. 2015-C

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.

WHEREAS, the Council of the City of Bellbrook and Mark A. Schlagheck desire to amend their written employment agreement, and

WHEREAS, it is required that the Council of the City of Bellbrook, pursuant to Article VI, Section 6.01 of the Bellbrook Charter, shall appoint a City Manager by a majority vote of its Members and fix his or her compensation.

NOW, THEREFORE, THE CITY OF BELLBROOK HEREBY RESOLVES:

Section 1. Robert L. Baird, as Mayor of the City of Bellbrook, is hereby authorized to execute an amended employment agreement with Mark A. Schlagheck on behalf of the City of Bellbrook.

Section 2. That the amended employment agreement is hereby attached.

Section 3. That this resolution shall take effect and be in force immediately upon adoption.

Robert L. Baird, Mayor

Carrie C. Smith, Clerk of Council

Employment Agreement

This agreement is made this ~~27th~~-9th day of ~~January~~, ~~February~~ 2014-2015 at the City of Bellbrook, County of Greene and State of Ohio between the City of Bellbrook, Ohio, a municipal corporation, hereinafter referred to as “the City” and Mark A. Schlagheck, hereinafter referred to as “Schlagheck.”

RECITALS

The Council of the City of Bellbrook having, by a majority of the vote, appointed Schlagheck as City Manager/Finance Director pursuant to Section 6.01 of the Charter of the City of Bellbrook, Ohio.

Schlagheck being willing to accept the appointment as City Manager/Finance Director and perform all of the powers and duties as contained in Section 6.03 of the Charter of the City of Bellbrook, Ohio.

In consideration of the mutual covenants and promises of the parties hereto, the City and Schlagheck covenant and agree as follows:

Section 1: Nature of Appointment

The City does hereby appoint, engage and hire Schlagheck as City Manager/Finance Director. He shall administer the affairs of the City of Bellbrook, Ohio and perform all of the duties as outlined in Section 6.03 of the Charter of the City of Bellbrook, Ohio and Schlagheck does hereby accept the appointment as City Manager/Finance Director.

Section 3: Economic Package and Review

The City agrees that it will adopt a resolution pursuant to Section 5.01 of the Charter of the City of Bellbrook, Ohio setting Schlagheck’s base salary at \$94,300 effective December 1, 2009. Payment of this salary shall be made in installments on a biweekly basis, the same as other employees of the City of Bellbrook, Ohio.

Council shall conduct an annual performance evaluation on Schlagheck’s performance. If the evaluation is deemed satisfactory, Council shall pay Schlagheck a bonus of up to 6% of his annual salary. Council shall conduct an annual performance evaluation of Schlagheck no later than January 20th of each succeeding year. With each annual evaluation, the City shall set Schlagheck’s base salary and consider paying an annual merit bonus based on performance.

In addition, the City shall pay the employee portion of the Ohio Public Employees Retirement System contributions on behalf of Schlagheck. Further, Schlagheck shall receive a yearly car allowance in the amount of \$7,200 per year. This allowance shall be made in installments on a biweekly basis.

Section 4: Fringe Benefits and Residency

Health Insurance – Schlagheck shall be entitled to the same health insurance policy as other City employees. If Schlagheck chooses not to take the medical insurance coverage, the City will pay Schlagheck ~~\$5,000~~\$7,000 for each year where coverage is not taken. These payments shall be paid on a bi-weekly basis.

Vacation credits – The City shall recognize Schlagheck’s fourteen (14) years of service with his previous employers for purposes of determining the proper vacation credit accrual rate. On January 1, 2010, the City will credit Schlagheck with four weeks vacation per Section 254.11 of the Bellbrook Municipal Code.

Sick leave – The City shall permit Schlagheck to transfer his unused accumulated 775 sick leave credits from his prior employment with the City of Centerville to the City of Bellbrook.

Miscellaneous benefits – The City agrees that Schlagheck shall be entitled to the same normal miscellaneous fringe benefits which are extended to other City employees.

Residency – The City agrees to waive a residency requirement of Schlagheck.

Section 5: Professional Dues, Education and Professional Liability Coverage

The City agrees to pay the professional dues, continuing educational courses, membership fees and subscription fees of Schlagheck for his participation in reasonable and relevant organizations such as the ICMA, GFOA, OCMA, Ohio GFOA, the Chamber of Commerce or Rotary Club.

Any travel expenses shall be covered as outlined in City of Bellbrook’s Personnel Manual.

The City agrees to provide Schlagheck with Employee Practices and Public Officials Liability Insurance protection in the amount of \$10 million against professional liability claims other than those which arise through misconduct or willful violation of the law.

Section 6: Removal and Termination

The City may remove Schlagheck and terminate this agreement at any time for just cause, defined, but not limited to the following:

- a) An illegal act involving personal gain to the City Manager
- b) Insubordination or willful refusal to follow the policy or lawful directives of the Council
- c) Insubordination or willful refusal to follow the Charter, Ordinances or Resolutions of the City of Bellbrook
- d) Conviction of any crime involving moral turpitude
- e) Willful neglect of duty
- f) Dishonesty in Office
- g) Breach of confidentiality of sensitive City business.

This Agreement may be terminated by either party giving sixty (60) days written notice of termination to the other party. The City may terminate Schlagheck as City Manager by motion with an affirmative vote of a majority of all members of Council pursuant to Section 6.04 of the Charter of the City of Bellbrook.

If the City should terminate this Agreement, Schlagheck shall be entitled to the continuation of the payment of his salary and all other benefits set forth in the Agreement for a period of six (6) months.

Should Schlagheck choose to terminate his employment with the City; he shall provide the City with sixty (60) days written notice.

Section 7: Effective Date and Binding Effect

This Agreement shall be effective ~~January 27, 2014~~February 9, 2015 and supercedes the agreement dated January ~~25~~27, ~~2010~~2014.

This Agreement shall be binding on and shall inure to the benefit of any successor or successors of the City and personal representatives of Schlagheck.

In **WITNESS WHEREOF** the parties have executed this Agreement at Bellbrook, Ohio on the ~~27th~~9th day of ~~January 2014~~February 2015.

Witnesses:

CITY OF BELLBROOK

By:

Robert L. Baird, Mayor

Mark A. Schlagheck, City Manager

Approved as to form, consistency
with existing ordinances, the
charter & constitutional provisions

~~Department of Law~~

~~Richard A. Freudenberger~~Patricia N. Campbell

~~Law Director~~Municipal Attorney

Employment Agreement

This agreement is made this 9th day of February 2015 at the City of Bellbrook, County of Greene and State of Ohio between the City of Bellbrook, Ohio, a municipal corporation, hereinafter referred to as “the City” and Mark A. Schlagheck, hereinafter referred to as “Schlagheck.”

RECITALS

The Council of the City of Bellbrook having, by a majority of the vote, appointed Schlagheck as City Manager/Finance Director pursuant to Section 6.01 of the Charter of the City of Bellbrook, Ohio.

Schlagheck being willing to accept the appointment as City Manager/Finance Director and perform all of the powers and duties as contained in Section 6.03 of the Charter of the City of Bellbrook, Ohio.

In consideration of the mutual covenants and promises of the parties hereto, the City and Schlagheck covenant and agree as follows:

Section 1: Nature of Appointment

The City does hereby appoint, engage and hire Schlagheck as City Manager/Finance Director. He shall administer the affairs of the City of Bellbrook, Ohio and perform all of the duties as outlined in Section 6.03 of the Charter of the City of Bellbrook, Ohio and Schlagheck does hereby accept the appointment as City Manager/Finance Director.

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The City agrees that it will adopt a resolution pursuant to Section 5.01 of the Charter of the City of Bellbrook, Ohio setting Schlagheck’s base salary at \$94,300 effective December 1, 2009. Payment of this salary shall be made in installments on a biweekly basis, the same as other employees of the City of Bellbrook, Ohio.

Council shall conduct an annual performance evaluation on Schlagheck’s performance. If the evaluation is deemed satisfactory, Council shall pay Schlagheck a bonus of up to 6% of his annual salary. Council shall conduct an annual performance evaluation of Schlagheck no later than January 20th of each succeeding year. With each annual evaluation, the City shall set Schlagheck’s base salary and consider paying an annual merit bonus based on performance.

In addition, the City shall pay the employee portion of the Ohio Public Employees Retirement System contributions on behalf of Schlagheck. Further, Schlagheck shall receive a yearly car allowance in the amount of \$7,200 per year. This allowance shall be made in installments on a biweekly basis.

Section 4: Fringe Benefits and Residency

Health Insurance – Schlagheck shall be entitled to the same health insurance policy as other City employees. If Schlagheck chooses not to take the medical insurance coverage, the City will pay Schlagheck \$7,000 for each year where coverage is not taken. These payments shall be paid on a bi-weekly basis.

Vacation credits – The City shall recognize Schlagheck’s fourteen (14) years of service with his previous employers for purposes of determining the proper vacation credit accrual rate. On January 1, 2010, the City will credit Schlagheck with four weeks vacation per Section 254.11 of the Bellbrook Municipal Code.

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Residency – The City agrees to waive a residency requirement of Schlagheck.

Section 5: Professional Dues, Education and Professional Liability Coverage

The City agrees to pay the professional dues, continuing educational courses, membership fees and subscription fees of Schlagheck for his participation in reasonable and relevant organizations such as the ICMA, GFOA, OCMA, Ohio GFOA, the Chamber of Commerce or Rotary Club.

Any travel expenses shall be covered as outlined in City of Bellbrook’s Personnel Manual.

The City agrees to provide Schlagheck with Employee Practices and Public Officials Liability Insurance protection in the amount of \$10 million against professional liability claims other than those which arise through misconduct or willful violation of the law.

Section 6: Removal and Termination

The City may remove Schlagheck and terminate this agreement at any time for just cause, defined, but not limited to the following:

- a) An illegal act involving personal gain to the City Manager
- b) Insubordination or willful refusal to follow the policy or lawful directives of the Council
- c) Insubordination or willful refusal to follow the Charter, Ordinances or Resolutions of the City of Bellbrook
- d) Conviction of any crime involving moral turpitude
- e) Willful neglect of duty
- f) Dishonesty in Office
- g) Breach of confidentiality of sensitive City business.

This Agreement may be terminated by either party giving sixty (60) days written notice of termination to the other party. The City may terminate Schlagheck as City Manager by motion with an affirmative vote of a majority of all members of Council pursuant to Section 6.04 of the Charter of the City of Bellbrook.

If the City should terminate this Agreement, Schlagheck shall be entitled to the continuation of the payment of his salary and all other benefits set forth in the Agreement for a period of six (6) months.

Should Schlagheck choose to terminate his employment with the City; he shall provide the City with sixty (60) days written notice.

Section 7: Effective Date and Binding Effect

This Agreement shall be effective February 9, 2015 and supercedes the agreement dated January 27, 2014.

This Agreement shall be binding on and shall inure to the benefit of any successor or successors of the City and personal representatives of Schlagheck.

In **WITNESS WHEREOF** the parties have executed this Agreement at Bellbrook, Ohio on the 9th day of February 2015.

Witnesses:

CITY OF BELLBROOK

By:

Robert L. Baird, Mayor

Mark A. Schlagheck, City Manager

Approved as to form, consistency
with existing ordinances, the
charter & constitutional provisions
Patricia N. Campbell
Municipal Attorney

RECORD OF RESOLUTIONS

Resolution No. 2015-D

February 9, 2015

CITY OF BELLBROOK, OHIO

RESOLUTION NO. 2015-D

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LETTER AGREEMENT WITH TOWERPOINT CAPITAL, LLC FOR THE PURCHASE OF THE CITY'S CELL TOWER LEASE.

WHEREAS, TowerPoint Capital, LLC has prepared a Letter Agreement for the acquisition of the City's current cell tower lease with Crown Castle; and

WHEREAS, the Letter Agreement offers a lump sum purchase price for the acquisition and a share of future additional rent; and

WHEREAS, the City would no longer receive the annual and monthly lease payments from Crown Castle per the terms of the current lease agreement; and

WHEREAS, the offer in the Letter Agreement expires on February 11, 2015; and

WHEREAS, the final acquisition by TowerPoint Capital, LLC will be subject to due diligence performed by all interested parties.

NOW, THEREFORE, THE CITY OF BELLBROOK HEREBY RESOLVES:

Section 1. That the City Manager is hereby authorized to execute a Letter Agreement with TowerPoint Capital, LLC.

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

Robert L. Baird, Mayor

Carrie C. Smith, Clerk of Council