



BELLBROOK CITY COUNCIL AGENDA

May 24, 2021

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

T (937) 848-4666
F (937) 848-5190

www.cityofbellbrook.org

REMOTE TELECONFERENCE MEETING**

Due to COVID-19, this meeting will be held via Zoom webinar teleconferencing. Live streaming of the meeting is available on the City's YouTube channel (Bellbrook City Hall).

Should any member of the public wish to speak they may do so by logging in to Zoom as an attendee following links at the end of this agenda. You may also submit comments by emailing the Clerk of Council at p.timmons@cityofbellbrook.org by 3 p.m. on 5/24/2021.

7:00 pm-Regular Meeting

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approval of the minutes of the May 10 regular meeting
5. Mayor's Announcements and Special Guest
 - Eagle Scout Ryan Cross
6. Public Hearing of Ordinances
 - **Ordinance 2021-5** An Ordinance Repealing Section 860 "Public Shows and Exhibitions" of the Bellbrook Municipal Code (**Havens**)
 - **Ordinance 2021-6** An Ordinance Repealing Old Section 1450.15 "Demolition" of the Bellbrook Municipal Code and Enacting a New Section 1450.15 "Demolition" of the Bellbrook Municipal Code (**Greenwood**)
7. Introduction of Ordinances
 - **Ordinance 2021-7** An Ordinance Repealing Old Section 412.07, "Special Events" of the Bellbrook Municipal Code and Enacting a New Section 412.07 "Special Events" of the Bellbrook Municipal Code (**Middlestetter**)
8. Resolutions
 - **Resolution 2021-L** A Resolution Authorizing the City Manager to Enter into an Agreement with the Bellbrook-Sugarcreek Local School District for School Security (**Hoke**)
 - **Resolution 2021-M** A Resolution Authorizing the City Manager to Enter into an Agreement with the Bellbrook-Sugarcreek Local School District for Security at Home Football Games (**VanVeldhuizen**)
9. Old Business

10. New Business
 - Motion to waive utility billing penalties for the months of June, July and August for utility billing software conversion
11. City Manager Report
12. Committee Reports
 - A. Service
 - B. Safety
 - C. Finance/Audit
 - D. Community Affairs
13. Clerk's Update
14. Open Discussion
15. Public Comment
16. **Adjournment**

Zoom Meeting Information

Webinar ID: 898 6143 7002

Password: 705485

Future Agenda Items (dates are subject to change)

- June 14 - Resolution of Necessity for General Fund Levy Renewal
- July 26 – Resolution to Proceed for General Fund Levy Renewal

Save the date for June 7th – Community Leaders Meeting hosted by Sugarcreek Township



COOLIDGE WALL

A Legal Professional Association

Jonas J. Gruenberg
Merle F. Wilberding
J. Stephen Herbert
R. Scott Blackburn
Sam Warwar
Terence L. Fague
Richard A. Talda
David C. Korte
Stephen M. McHugh
Douglas M. Ventura
Kristin A. Finch
David P. Pierce
Shannon L. Costello
Christopher R. Conard
Marc L. Fleischauer
Michelle D. Bach
Gregory M. Ewers
Daniel J. Gentry
Chad D. Hansen
R. Michael Osborn
Patricia J. Friesinger
Joshua R. Lounsbury
Michael G. Leesman
W. Chip Herin III
Jeffrey A. Winwood
Lu Ann Stanley
Tino M. Monaldo
Edie E. Crump
Erica L. Glass
Patrick Martin
Benjamin A. Mazer
Robert D. Ballinger
Zachary B. White
Ashley E. Warwar
Jason D. Norwood
Kara T. Ruffolo

J. Bradford Coolidge
1886-1965

Hugh E. Wall, Jr.
1912-2001

Ronald S. Pretekin
1942-2011

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May 10, 2021

Mayor Michael Schweller
City of Bellbrook
15 East Franklin Street
Bellbrook, OH 45305

Re: Opinion Concerning General Ethics Guidelines Conflict of Interest

Dear Mayor Schweller:

At your request, I reviewed General Ethics issues and the issue of public officials, their customers and city business. My research focused on the limitations placed on a public official. The Ohio Ethics Commission verified my conclusions concerning limitations placed on the actions of a public official.

To the question, "are there limitations on the actions of a public official," Ohio law prohibits public officials from participating in matters affecting their customers or clients if the official has a direct or contingent interest in the outcome of Council's decision or recommendation. The Ohio Ethics Commission issued several advisory opinions regarding decisions made by public officials affecting their customers. In these opinions, the Ethics Commission set forth a two-part test involving a public official's participation in matters in which a customer has an interest. First, does the individual or company have a longstanding, ongoing, and substantial customer relationship with the public official's business? Second, does the matter before the public official affect the nature or extent of that customer relationship?

The relevant statute is Ohio Revised Code Section 102.03(D). This statute prohibits a public official from participating in matters that will benefit parties with whom he/she has a close family, economic, or business relationship because the relationship may impair the public official's objectivity and independence of judgment. More specifically, a public official is prohibited from using his/her authority or influence of office to secure "anything of value." The Ethics Commission held that this statute prohibits a member of a city council from voting, deliberating, participating in discussions, or otherwise using his/her official authority or influence with regard to any matter that would provide a definite and particular pecuniary benefit or detriment to property owned by a business associate, because the relationship between the public official and his/her business associate is such that the official's objectivity and independence of judgment could be impaired by the relationship.

COOLIDGE WALL

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Mayor Michael Schweller

May 10, 2021

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The Ethics Commission's opinions focus on a public official's receipt of "anything of value." The Commission interpreted the phrase "anything of value" broadly to include money and "every other thing of value." A positive or negative financial impact of a decision is a "thing of value." Importantly, a "thing of value" includes something as small as a round of golf. Adv. Op. No. 2001-03. Therefore, anything of "substantial" value includes anything of value.

As an example of prohibited conduct, the Ethics Commission held that Ohio Revised Code Section 102.03(D) prohibits a city planning commission member, who is an employee and stockholder of a bank, from participating in any matter affecting the financial interests of a bank customer if the bank would have a direct or contingent interest in the planning commission's decision. Adv. Op. No. 91-004.

As an additional example, the Ohio Ethics Commission held that a city councilmember who is employed by a private law firm is prohibited from participating in a matter before city council in which a client of the councilmember's law firm has a contingent interest and a law firm's receipt of the client fees is dependent upon the council's determination of the matter. Adv. Op. No. 90-008. The councilmember in this matter was not a partner at the law firm, did not represent the client who was before council, and did not receive a part of the firm's profits. However, the Commission still concluded that he should not participate in matters affecting his law firm because he received a salary from the firm.

In summary, if a city councilmember is the owner of a company that receives anything of value from a particular customer, participation in a decision impacting or affecting that customer is prohibited. Ohio Revised Code Section 102.03(D) prohibits city councilmembers from using their office to affect the interests of their customers. Therefore, city councilmembers should recuse themselves from any decisions that involve customers if the decision could affect the customer relationship.

Another thing to consider in avoiding conflicts of interest is the separation of duties outlined in the City Charter for the City Manager and Councilmembers. As a Council-Manager municipality, the City Manager is responsible for directing and supervising the administration of all departments, offices, and divisions of the City. Councilmembers are not to interfere with the administration of the City. This requires Councilmembers to deal with City officers and employees who are subject to the direction and supervision of the Manager solely through the Manager. The Charter explicitly prohibits Councilmembers from giving any orders to City officers and employees, either publicly or privately. Councilmembers must express their views concerning municipal personnel matters with the City Manager.

COOLIDGE WALL

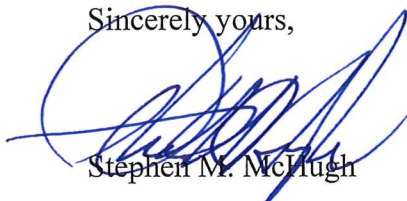
A Legal Professional Association

Mayor Michael Schweller
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I contacted the Ohio Ethics Commission regarding this issue to obtain the Commission's input. Based on the recommendation from a Staff Advisory Attorney with the Ohio Ethics Commission, I strongly urge Councilmembers to recuse themselves from deliberations and decisions affecting their customers. The Attorney made it clear to me that not doing so risks an ethics investigation.

If you have any questions regarding this matter or need additional information or analysis, please do not hesitate to call or email me. Thank you for allowing me to assist you with this matter.

Sincerely yours,

A handwritten signature in blue ink, appearing to read "SMM", is written over the typed name "Stephen M. McHugh".

Stephen M. McHugh

SMM/JRL/jmc

RECORD OF ORDINANCES

Ordinance No. 2021-5

May 24, 2021

CITY OF BELLBROOK, OHIO

ORDINANCE NO. 2021-5

AN ORDINANCE REPEALING SECTION 860, “PUBLIC SHOWS AND EXHIBITIONS” OF THE CITY OF BELLBROOK MUNICIPAL CODE.

WHEREAS, the Bellbrook Municipal Code added Section 412.07 “Special Events” to its Codified Ordinances with the adoption of Ordinance 2019-16; and

WHEREAS, Section 412.07 of the Bellbrook Municipal Code provides regulations for various types of events open to the public in the City of Bellbrook; and

WHEREAS, Bellbrook Municipal Code Section 860 “Public Shows and Exhibitions” is deemed no longer necessary and needs repealed in its entirety.

NOW, THEREFORE, THE CITY OF BELLBROOK HEREBY ORDAINS:

Section 1. Section 860 “Public Shows and Exhibitions” of the City of Bellbrook Municipal Code is hereby repealed.

Section 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that any and all deliberations of this Council that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including, but not limited to Section 121.22 of the Ohio Revised Code.

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

PASSED this ____ day of _____, 2021.

Michael W. Schweller, Mayor

ATTEST:

Pamela Timmons, Clerk of Council

APPROVED AS TO FORM:
Stephen M. McHugh, Municipal Attorney

CHAPTER 860. - PUBLIC SHOWS AND EXHIBITIONS^[4]

- **Sec. 860.01. - License required; exceptions.**

No person shall conduct any permanent, temporary or itinerant form of amusement, such as theatrical exhibitions, public shows or performances or carnivals, for which money or other reward is demanded or received, unless he or she first obtains a license and pays the required fees therefor. However, this section shall not apply to entertainment, exhibitions and shows conducted by schools, churches or patriotic organizations, nor to exhibitions otherwise specifically regulated and licensed by another section of these Codified Ordinances or any other ordinance of the City. Athletic games and moving picture shows shall not be included among the enterprises requiring a license under this section.

(Ord. 74-38, passed 11-11-74)

- **Sec. 860.02. - Application for licenses.**

Every person who wishes to continue to, or begin to, conduct any amusement at a permanent or temporary place of amusement or any itinerant form of amusement shall file an appropriate application for a permanent, temporary or itinerant form of amusement license with the Manager. Upon approval of the application by the Manager and upon payment of the required fee, the Director of Finance shall issue such license.

(Ord. 74-38, passed 11-11-74)

- **Sec. 860.03. - Validity of licenses; display; effective period; renewals; other licenses.**

An amusement license shall be valid only for the person in whose name it is issued and for the conduct of amusements at the place designated therein. It shall be conspicuously displayed at the place for which it is issued during the period of ticket sale and conduct of the amusement and it shall not be assignable. All licenses for permanent places of amusement shall expire on December 31 next following the date upon which they are issued. Licenses for temporary places of amusement, or for forms of itinerant amusement, shall expire at the time specified therein. Licenses issued for permanent places of amusement under this chapter may be renewed annually before January 1, upon application to the Manager. The license required in this chapter shall be in addition to any and all licenses otherwise required by law.

(Ord. 74-38, passed 11-11-74)

- **Sec. 860.04. - Fees.**

The fees for the license required by [Section 860.01](#) shall be twenty-five dollars (\$25.00) for the first day and ten dollars (\$10.00) for each additional consecutive day that the amusement is to be held.

(Ord. 74-38, passed 11-11-74)

- **Sec. 860.99. - Penalty.**

Whoever violates or fails to comply with any of the provisions of this chapter is guilty of a minor misdemeanor and shall be fined not more than one hundred dollars (\$100.00) for each offense. A separate offense shall be deemed committed each day during or on which a violation or noncompliance occurs or continues.

(Ord. 74-38, passed 11-11-74)

RECORD OF ORDINANCES

Ordinance No. 2021-6

May 24, 2021

CITY OF BELLBROOK, OHIO

ORDINANCE NO. 2021-6

AN ORDINANCE REPEALING OLD SECTION 1450.15, “DEMOLITION” OF THE BELLBROOK MUNICIPAL CODE AND ENACTING A NEW SECTION 1450.15 “DEMOLITION” OF THE BELLBROOK MUNICIPAL CODE.

WHEREAS, the Bellbrook Municipal Code includes Section 1450.15 “Demolition,” which outlines regulations for the demolition of structures in the City of Bellbrook; and

WHEREAS, Article 14 of the Bellbrook Zoning Code provides that a “Certificate of Appropriateness” must be issued prior to any demolition occurring in the “Old Village District”; and

WHEREAS, revisions to Section 1450.15 are required to make this section more consistent with the requirements of Article 14 of the Bellbrook Zoning Code and to clarify notice requirements.

NOW, THEREFORE, THE CITY OF BELLBROOK HEREBY ORDAINS:

Section 1. The old Section 1450.15 “Demolition” of the Bellbrook Municipal Code is hereby repealed.

Section 2. A new Section 1450.15 “Demolition” of the Bellbrook Municipal Code is hereby enacted as set forth in Exhibit A, which is attached hereto and incorporated herein by reference, with deletions shown by ~~strike through~~ and additions by *italics* and underlined.

Section 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that any and all deliberations of this Council that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including, but not limited to Section 121.22 of the Ohio Revised Code.

Section 4. This Ordinance shall take effect and be in force from and after the earliest period provided by law.

PASSED this ____ day of _____, 2021.

Nick Edwards, Deputy Mayor

ATTEST:

Pamela Timmons, Clerk of Council

APPROVED AS TO FORM:
Stephen M. McHugh, Municipal Attorney

RECORD OF ORDINANCES

Ordinance No. 2021-6

May 24, 2021

EXHIBIT A

Sec 1450.15. - Demolition.

(a) *Demolition standards.*

- (1) *Purpose.* It is the purpose of this section to ensure that demolition projects conducted in the City of Bellbrook are done in a safe and complete manner. The end product of demolition will be a "park-like" graded grass lot.
- (2) *Applicability.* These standards apply to all demolitions of residential, commercial and industrial principal and accessory structures. No structure, required to meet the standards of this section, shall be demolished, in whole or in part, without the issuance of a Demolition Permit prior to commencing work.
 - a. *Exceptions.* Fences, storage sheds (no larger than 250 square feet) and above-ground swimming pools shall be exempt from Section 1450.15 in its entirety.

(b) *Ordered demolition.*

- (1) *In general.* The Code Official may order the owner of premises upon which is located any structure or part thereof which, in the Code Official's judgment, is so deteriorated or dilapidated or has become so out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human habitation, occupancy or use, and cannot reasonably be repaired, to raze and remove such structure or part thereof, or, if it can be made safe by repairs, to repair it and make it safe and sanitary or to raze it and remove it at the owner's option, or, where there has been a cessation of normal construction without completion of any structure for a period of more than two years, to raze and remove such structure or part thereof.
- (2) *Unreasonable repairs.* Whenever the Code Official determines that the cost of such repairs would exceed 100 percent of the current value of such structure, such repairs shall be presumed to be unreasonable and it shall be presumed, for the purpose of this section, that such structure is a public nuisance which may be ordered to be razed without option on the part of the owner to repair. Any such affected property owner may appeal the decision of the Code Official to the Bellbrook Property Review Commission pursuant to Section 1450.16 "Means of Appeal."
- (3) *Order.* The order shall be in compliance with Section 1450.11, and it shall specify a time within which the owner shall comply therewith and specify repairs, if any. It shall be served on all the owners of record, ~~or upon an agent where an agent is in charge of the building,~~ and upon any the holder of any encumbrance of record, in the manner provided for service of a summons by ~~a court of record~~ the Greene County Common Pleas Court. If the owner or a holder of an encumbrance of record cannot be found, the order may be served by posting it on the main entrance of the building and by publishing it once each week for three successive weeks in a newspaper ~~authorized to provide service of publication~~ of general circulation.
- (4) *Restraining actions.* Anyone affected by any such order may, within ~~20~~ 30 days after service of such order, apply to a court of record for an order restraining the Code Official from razing and removing such structure or parts thereof.

RECORD OF ORDINANCES

Ordinance No. 2021-6

May 24, 2021

(5) *Failure to comply.* Whenever the owner of a property fails to comply with a demolition order within the time prescribed, the Code Official shall cause the structure or part thereof to be razed and removed, either through an available public agency or by contract or arrangement with private persons, and the cost of such razing and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate. ~~may take action pursuant to the provisions of the Ohio Revised Code.~~

(6) *Salvage materials from an ordered demolition.* When any structure has been ordered to be razed and removed, the governing body or other designated officer under such contract or arrangement aforesaid may sell the salvage and valuable materials at the highest price obtainable. The net proceeds of such sale, after deducting the expenses of such razing and removal, shall be promptly remitted with a report of such sale or transaction, including the items of expense and the amounts deducted, for the use of the person who may be entitled thereto, subject to any order of a court. If such a surplus does not remain to be turned over, the report shall so state.

(c) *Demolition process.*

(1) *Security deposit.* Applicants desiring a permit to demolish a structure shall deposit with the City a security deposit in the amount specified below.

| | |
|--|------------------------|
| a. Residential Accessory Structure | \$5,000.00 |
| b. Single-Family Dwelling | \$10,000.00 |
| c. Multi-Family Dwelling (3 units or less) | \$5,000.00 per unit |
| d. Nonresidential and Multi-Family Residential (4 units or more) | \$5.00 per square foot |

(2) *Bond in lieu of security deposit.* In lieu of the security deposit required, as set forth above, an owner or authorized representative may deposit with the City a performance bond or irrevocable letter of credit, in a sum equal to the security deposit that would be required pursuant to this section, to ensure the completion of the demolition per the standards set forth herein.

(3) *Forfeiture of bond or security deposit.* In the event that demolition is not completed per the standards set forth herein, the required security deposit, bond, or irrevocable letter of credit shall be forfeited and paid over to the City. However, if the bond, security deposit, or letter of credit is not sufficient to cover all inspection or demolition costs, additional fees shall be required when needed, at the discretion of the City Manager. Such fees will be the responsibility of the property owner.

(d) *Demolition requirements:*

(1) *Safety precautions.* The owner or authorized representative shall take appropriate safety precautions in order to prevent injury, property damage, and unauthorized entry. Reasonable control measures shall be in place at all times as necessary including, but not limited to, guard rails, barriers, warning lights, fences, and warning notices. Trenches, ditches or other excavations that are falling or tripping hazards shall not be left unattended unless protected by temporary fencing or other barrier designed to prevent unauthorized entry.

RECORD OF ORDINANCES

Ordinance No. 2021-6

May 24, 2021

- (2) *Dust and debris control.* The demolition site shall at all times be maintained in a manner to reduce the impact of dust on adjacent properties and prevent debris from falling on adjacent properties or public rights-of-way.
 - (3) *Maintenance of the right-of-way.* All streets, sidewalks and other areas in the public right-of-way shall be kept free of mud and/or debris as a result of demolition activities, including hauling and grading activities.
 - (4) *Utilities.* All utilities, including sanitary sewer, water, gas, and electric shall be disconnected and capped per the appropriate utility's regulations. The Contractor is responsible for contacting the Ohio Utilities Protection Service (OUPS) to locate utilities and each individual utility to confirm the status of abandonment, retirement or capping of those utilities.
 - (5) *Foundations.* All footers and foundation walls shall be removed in their entirety.
 - (6) *Concrete and asphalt.* All slabs, driveways, parking areas, driveway approaches and other areas of impervious surface shall be removed unless agreed upon in writing by the City prior to commencement of demolition. Public sidewalks shall remain. New curbing shall be installed in accordance with City specifications where driveway approaches were removed.
 - (7) *Removal of accessory structures.* When demolition includes demolition of the principal structure, all accessory structures, including but not limited to fences, decks, storage sheds, garages, and signs, shall be removed along with the principal structure unless agreed upon to remain prior to demolition.
 - (8) *Landscaping.* All landscaping shall be removed from the site unless agreed upon to remain prior to demolition by the City.
 - (9) *Finish grading.* All excavations shall be leveled with approved clean fill and compacted substantially to prevent future settling. Finish grade shall be level, smooth and free of rocks and/or other debris.
 - (10) *Grass.* Grass shall be replaced on the lot either by seed or sod. Seed shall be reasonably free of weeds or coarse grass and shall be evenly sown onto the topsoil. Demolition shall not be considered completed until grass has been restored to the site.
- (e) *Demolition plan.* A demolition plan is required upon submittal of a Demolition Permit Application. The plan shall include the following items:
- (1) Erosion control plan;
 - (2) Projected start and end date;
 - (3) Staging requirements; ~~and~~
 - (4) Site plan showing structure(s) to be demolished ~~tion~~, location of construction fences, barriers, railings, and walkways (can be copied from Greene County GIS);
 - (5) Copy of the approved Greene County Demolition Permit; and -
 - (6) Certificate of Appropriateness, if located in the Old Village District.

RECORD OF ORDINANCES

Ordinance No. 2021-6

May 24, 2021

(f) Transfer of permit. A demolition permit, once approved, may be transferred upon the sale of the property. A letter from the original permit holder stating they wish to transfer the approved permit to a new owner must be submitted to the City.

RECORD OF ORDINANCES

Ordinance No. 2021-7

June 14, 2021

CITY OF BELLBROOK, OHIO

ORDINANCE NO. 2021-7

AN ORDINANCE REPEALING OLD SECTION 412.07, “SPECIAL EVENTS” OF THE BELLBROOK MUNICIPAL CODE AND ENACTING A NEW SECTION 412.07 “SPECIAL EVENTS” OF THE BELLBROOK MUNICIPAL CODE.

WHEREAS, the Bellbrook Municipal Code includes Section 412.07 “Special Events,” which establishes procedures and outlines regulations for special events of a temporary nature in the City of Bellbrook; and

WHEREAS, the old Section 412.07 “Special Events” addressed special events held on public property and special events held on private property open to the public; and

WHEREAS, City Staff recommends revisions to Section 412.07 to remove provisions related to special events conducted on private property and to provide revised regulations concerning special events held on public property.

NOW, THEREFORE, THE CITY OF BELLBROOK HEREBY ORDAINS:

Section 1. The old Section 412.07 “Special Events” of the Bellbrook Municipal Code is hereby repealed.

Section 2. A new Section 412.07 “Special Events” of the Bellbrook Municipal Code is hereby enacted as set forth in Exhibit A, which is attached hereto and incorporated herein by reference, with deletions shown by ~~strike through~~ and additions by *italics* and underlined.

Section 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that any and all deliberations of this Council that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including, but not limited to Section 121.22 of the Ohio Revised Code.

Section 4. This Ordinance shall take effect and be in force from and after the earliest period provided by law.

PASSED this ____ day of _____, 2021.

Nick Edwards, Deputy Mayor

ATTEST:

Pamela Timmons, Clerk of Council

RECORD OF ORDINANCES

Ordinance No. 2021-7

June 14, 2021

APPROVED AS TO FORM:
Stephen M. McHugh, Municipal Attorney

EXHIBIT A

Sec. 412.07. - Special events.

(a) *Purpose of chapter.* The purpose of this chapter is to make provision for special events of a temporary nature which ~~may be~~ are held on ~~City-owned~~ public property within the Municipality and open to the general public, regardless of the zoning provisions generally applicable to such property. Any such special events shall be subject to the requirements of this chapter.

(b) *Definitions.* As used in this chapter:

~~City facilities~~ shall mean ~~City-owned parking lots, and City-owned buildings.~~

City Manager shall mean the City Manager or the Manager's designee.

~~City facilities~~ Public property shall mean City-owned parking lots, ~~and~~ City-owned buildings, parks, public school property, and any public right-of-way including but not limited to streets, sidewalks, and waterways.

Temporary special event shall mean any outdoor activity or series of outdoor activities open to the public specific to an identifiable time and place. ~~that are most often produced in conjunction with community organizations.~~ Temporary special events may be held on City-owned property; or events on public-private property ~~open to the public~~ regardless of zoning restrictions applicable to the property. Temporary special events include, but are not limited to, one or more of the following activities characteristics:

- 1) Any activity ~~involving entertainment and/or amplified sound, food, beverage, merchandise sales or any activity~~ such as a festival, fair, carnival/circus, ~~sports event, hobby/trade show, art/craft show, car show, public dance, parade, convention, concert or performance;~~
- 2) Any activity that may substantially increase or disrupt the normal flow of traffic on any sidewalk, street, or highway;
- 3) Any activity which involves the use of ~~City facilities~~ any public property situated in the City;
- 4) Any activity which ~~involves~~ requires the use of City services that would not otherwise be necessary in the absence of such an event; or
- 5) Any activity which includes ~~mobile food vehicles as part of the event.~~ For the purposes of this Code, a garage sale or other similar function that is contained solely on private property, shall not be considered a special event.

Temporary structures shall mean structures that include, but are not limited to, stages, tents, food trucks, booths, seating areas and portable restrooms.

RECORD OF ORDINANCES

Ordinance No. 2021-7

June 14, 2021

(c) *Permit required.* No person or entity shall hold a temporary special event within the City of Bellbrook without a permit issued by the City Manager as required by this chapter.

(d) *Applications.*

(1) Any person, entity, or organization wanting to hold a temporary special event shall submit an application for a Special Event application Permit with the requisite application fee, and proof of insurance, and all other application materials required by this section to the City Manager no later than 30 days prior to the date of the requested event.

(a) Within 14 days of receiving a completed application with all required supporting documents and fees as outlined in this section, the City Manager shall either approve or deny the application. If the application is denied, the City Manager shall, in writing, state why the application was denied.

(2) A twenty-five dollar (\$25.00) non-refundable application fee is due at the time of application.

(3) Each application shall describe the type of event, the location, the proposed activity and the number of days on which it is to be held. ~~Each applicant shall provide a letter of permission from the owner of the property on which the temporary special event is to be held.~~

(4) ~~Each application shall contain a description of the number and types of display units and/or temporary structures proposed in connection with the temporary special event.~~ A site plan showing the proposed layout and number of any temporary structures must be included.

(5) Each application shall set forth any potential parking or traffic flow problems and the proposed resolution of the same.

(6) If the event is to include the sale of alcohol, the requisite Temporary Permit must be obtained from the Ohio Department of Commerce, Division of Liquor Control in advance of the Special Event. When the Temporary Permit is received by the event organizer, a copy of the Temporary Permit must be delivered to the City of Bellbrook. It is the organizer's responsibility to ensure that alcoholic beverages will not be carried into public areas where underage citizens are present and to ensure that the event is in full compliance with all state and local laws and regulations concerning the sale and use of alcoholic beverages.

(7) Any activity not expressly stated in an approved application shall be prohibited.

(8) All application fees and materials required by this section must be submitted contemporaneously to the City Manager. The City Manager will not consider any incomplete applications for a Special Event Permit.

(e) *Conflicts with previously scheduled events.* Each temporary special event date will be considered for approval on a first-come, first served basis, based on the date the application was submitted to the City Manager. No temporary special event will be permitted which would conflict with other civic or special events located in the same area, whether previously authorized by the City Manager or by other appropriate authorities. The application must include all required supporting materials, fees and insurance requirements before the City Manager will approve the requested event.

RECORD OF ORDINANCES

Ordinance No. 2021-7

June 14, 2021

(f) *Liability insurance.*

- (1) Each applicant for a temporary Special Event Permit shall provide proof of general liability insurance, in an amount not less than one million dollars (\$1,000,000.00), which shall indemnify and save harmless the City from any and all judgments, costs or expenses which the City may incur or suffer by permitting the temporary special event. The Certificate of General Liability Insurance must establish that the City is an additional insured. Additional insurance is required for fireworks and pyrotechnics.
- (2) The applicant also agrees and promises to defend, indemnify, and hold harmless the City of Bellbrook, Ohio, its officers, agents, employees, and volunteers from and against any liability for any equipment or supplies lost, stolen, or damaged that are stored or otherwise as a result of or in connection to this event.
- (3) The following language must be on the Certificate of General Liability insurance:

The following are additional insureds: the City of Bellbrook, Ohio and its elected and appointed officials, all employees, agents, volunteers, all boards, commissions and/or authorities and board members, including employees, agents and volunteers thereof. Coverage shall be primary to the additional insureds and not contributing with any other insurance or similar protection available to the additional insureds whether other available coverage be primary, contributing or excess.

(g) *Regularly occurring events.* Special events that will be occurring regularly, such as seasonal fairs or farmers markets, shall only be required to submit one application for a Special Event Permit per calendar year. Any Special Event Permit granted for any regularly occurring event is only applicable to the specific type of regularly occurring event described in the application.

(h) *Sidewalk obstructions.* Any proposed sidewalk obstructions for a temporary special event shall ~~not be permitted without expressed permission from the City~~ be specifically outlined in the application with an alternate route for pedestrians of all abilities. The City Manager may deny any application for a Special Event Permit that unreasonably restrict or interferes with pedestrian traffic flow.

(i) *City services.* The City shall invoice the applicant for City services provided to temporary special events at rates set by the City Manager. The City Manager or the Manager's designee reserves the right to determine the services and levels of services provided to any event.

(j) *Permits, licenses, inspections.* The applicant is responsible for obtaining all permits, licenses and/or inspections required by local, county and/or state laws and regulations ~~outside agencies and organizations.~~

(k) *Mobile food vehicles.* An applicant that plans to use mobile food vehicles must have all applicable permits/licenses as required by the Greene County Health Department.

(l) *Signage.* Special events are eligible to post event-related signage in the public right-of-way. To apply, the event sponsor must provide the desired sign placement locations via a map, number of signs desired and the sign's size to the City Manager or his or her designee. The City reserves the right to further limit the number of special event signs based on other event signage requests or other extenuating circumstances.

- (1) *Placement and size.* A maximum of four off-site signs are permitted to be installed for the approved event in the public right-of-way. Off-site signage requires a site plan showing

RECORD OF ORDINANCES

Ordinance No. 2021-7

June 14, 2021

where the signs are proposed to go. Each off-site sign shall not exceed 32 square feet in overall sign area and six feet in overall height. In situations where the timing of approved special events overlap, the City reserves the right, at its sole discretion, to reduce the number of off-site signs allocated to each event in order to accommodate the signage needs of multiple events to the extent practical. Regardless of any limitation or reallocation of signage, the total number of sign positions will not exceed the maximum of four as outlined above. Only City Staff are permitted to install approved off-site signage in the City's right-of-way. Off-site signage, as approved via the Special Event Permit, shall be exempt from all signage requirements of set forth in the Bellbrook Zoning Code. All signage must be kept in good repair. Signage may not be installed by the event sponsor within the public right-of-way, on lampposts, utility poles, traffic signage, any location where the view of vehicle traffic would be obstructed, or on any private property without the private property owner's express, written consent.

- (2) Timeframe of signage. Temporary special event signage approved by the City Manager consistent with this section with this application, are permitted to may be placed up to 14 days before the proposed single occurrence event and must be taken down no later than ~~three~~ 3 days after the event's end. Signage for regular occurring events shall be approved by the City Manager on a case-by-case basis.
- (3) Signage without permit. All signage erected without first obtaining the Special Event Permit and approval of the City Manager are illegal and subject to removal.

(m) Additional conditions or requirements. The City Manager reserves the right with respect to all temporary special events to establish such additional conditions or requirements as the Manager, in his/her discretion, deems advisable. Any temporary special event or private event that does not comply with ~~abide by~~ the regulations set forth in this chapter or any other requirements established by the City Manager is subject to immediate cancellation by the City Manager.

(n) Penalty.

- (1) Whoever violates any of the provisions of this chapter shall be fined not more than two hundred fifty one hundred dollars (\$~~250~~100.00). A separate offense shall be deemed committed each day during or on which a violation occurs or continues.
- (2) It is the event organization's responsibility to clean up debris left over from the event and to leave the public property in the same manner and condition in which it was found prior to the special event. Failure to clean up following the event will result in a five hundred dollar (\$500.00) clean-up fee being ~~sent to~~ assessed against the person and/or organization responsible for the event or the actual cost of any necessary repairs and clean up, whichever is higher.
- (3) Organizers who have committed violations of this ordinance may not be eligible for approval of future Special Event Permits.

(o) Exceptions. The following shall be considered exempt from the requirements of this section:

- (1) Events held on public property and sponsored by the City of Bellbrook
- (2) Events held on public property and sponsored by the Bellbrook Sugarcreek Parks District
- (3) Events held on public property and sponsored by the Bellbrook Sugarcreek School District

RECORD OF ORDINANCES

Ordinance No. 2021-7

June 14, 2021

(4) Sidewalk sales related to the abutting permitted principal business so long as the sales do not obstruct the flow of pedestrian traffic and are otherwise in compliance with all state and local laws.



CITY OF BELLBROOK

SPECIAL EVENT PERMIT

15 EAST FRANKLIN STREET, BELLBROOK, OHIO 45305

(937) 848-4666 WWW.CITYOFBELLBROOK.ORG

APPLICANT INFORMATION

NAME OF APPLICANT _____

NAME OF ORGANIZATION _____ PHONE NUMBER _____

MAILING ADDRESS _____

CITY/STATE/ZIP _____

EMAIL _____

EVENT INFORMATION

NAME OF EVENT _____

DATE(S) OF THE EVENT _____

TIME OF THE EVENT _____

TYPE OF EVENT _____ ALCOHOL SERVED: Yes No

BRIEF DESCRIPTION OF THE EVENT _____

STREETS OR PUBLIC AREAS REQUESTING TO CLOSE: _____

PLEASE HIGHLIGHT/MARK THE EVENT AREA OR EVENT ROUTE ON A MAP

WILL SIGNS BE PLACED IN THE RIGHT-OF-WAY? Yes _____ NO _____

IF YES, PROVIDE A MAP DETAILING WHERE THE SIGNS WILL BE PLACED AND THE SIZE OF THE SIGNS.

ADDITIONAL INFORMATION

HOLD HARMLESS: THE PERMITTEE WILL HOLD HARMLESS AND INDEMNIFY THE CITY OF BELLBROOK, ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS FROM ANY DAMAGES WHICH MAY ARISE AS A RESULT OF THE CONDUCT OF THE PARADE OR ASSEMBLY FOR WHICH THE PERMIT IS SOUGHT BY PERSONS WHO WERE OR REASONABLY SHOULD HAVE BEEN UNDER THE CONTROL OF THE PERMITTEE.

PRIOR TO THE BEGINNING OF THE EVENT, IT IS IMPORTANT THAT ALL PARTICIPANTS BE ADVISED TO OBEY PEDESTRIAN REGULATIONS AND CROSS ONLY AT INTERSECTIONS OR AS DIRECTED BY THE POLICE.

YOUR ORGANIZATION WILL HAVE TO ARRANGE FOR PAYMENT FOR THE USE OF SERVICES (WATER, ELECTRIC, TRASH PICK-UP) WHETHER PROVIDED BY A PRIVATE OWNER OR PUBLIC ENTITY. EXTRAORDINARY PUBLIC SAFETY SERVICES (EXCESSIVE OVERTIME) MAY ALSO NEED TO BE PAID FOR AT THE DETERMINATION OF THE CITY MANAGER.

IT IS THE EVENT ORGANIZATION'S RESPONSIBILITY TO CLEAN UP DEBRIS LEFT OVER FROM THE EVENT. FAILURE TO CLEAN UP FOLLOWING THE EVENT WILL REST IN A \$500 CLEAN-UP FEE BEING SENT TO THE PERSON AND/OR ORGANIZATION RESPONSIBLE FOR THE EVENT.

APPLICANT SIGNATURE _____ DATE ____/____/____

REQUIRED ATTACHMENTS:

_____ EVENT LAYOUT MAP WITH ANY ROAD CLOSURES NOTED

_____ SIGN LAYOUT MAP (IF DISPLAYING TEMPORARY SIGNS)

_____ CERTIFICATE OF LIABILITY INSURANCE

_____ COPY OF LIQUOR LICENSE (IF APPLICABLE)

_____ FEE

| OFFICE USE ONLY | | |
|---|--|---------------|
| PERMIT FEE | PAYMENT TYPE | PERMIT NUMBER |
| \$ _____ | CASH <input type="checkbox"/> CHECK <input type="checkbox"/> # _____ | _____ |
| APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> | STAFF SIGNATURE _____ DATE ____/____/____ | |

RECORD OF RESOLUTIONS

Resolution No. 2021-L

May 10, 2021

City of Bellbrook

Resolution No. 2021-L

A Resolution Authorizing the City Manager to Enter into an Agreement with the Bellbrook-Sugarcreek Local School District for School Security.

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

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

WHEREAS, the agreement will be effective for the 2021-2022 school year.

Now, Therefore, the City of Bellbrook Hereby Resolves:

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

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

Michael W. Schweller, Mayor

ATTEST:

Pamela Timmons, Clerk of Council

School Security Agreement For Bellbrook Police Officers

This agreement is made this ____ day of _____, 2021 by and between the City of Bellbrook and the Bellbrook - Sugarcreek Local School District, Bellbrook, Ohio, hereafter referred to as the "District".

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

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

1. Security and Enforcement

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

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

B. Buildings to be patrolled

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

C. Assignment Times

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

D. Documentation

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

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

- E. Officers assigned to this security detail will be responsible for the enforcement of the Municipal Code, as well as State and Federal Statutes. The District may provide general instructions and direction to City law enforcement personnel so engaged as to the performance of the agreed to police services, however, City law enforcement personnel shall at all times be bound by the Rules, Regulations and Policies of the City of Bellbrook Police Department.
2. Uniform
Officers shall wear the complete uniform of the Bellbrook Police Department and be responsible for completing the appropriate reports and forms necessary to conclude an incident when engaging in the security assignment, unless directed to the contrary by a police supervisor.
3. Supervision
The Bellbrook Police Department on-duty supervisor has the responsibility to oversee the activities of officers assigned school security during their respective tour of duty.
4. Release from Service
In the event of a city emergency requiring the services of a police officer assigned to security for the District, the District agrees that such officer will be released immediately from the security assignment.
5. Cost of Services
This agreement covers the 2021-2022 school year. Hours of the assignment will be based on the school days in each of the school buildings in the City of Bellbrook. The District agrees to pay the City of Bellbrook a flat rate of \$16,500 for the 2021-2022 school year. The District may request additional officers, or assignment times, if necessary.
6. Hold Harmless
The District shall indemnify, hold harmless and defend the City, its officers, employees, agents and volunteers against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the City, its officers or employees may hereafter sustain, incur or be required to pay, arising wholly or in part due to any act or omission of the District, its agents, servants or employees, in the execution of performance of this contract.

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

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

7. Invoice

The City shall invoice the District for the amount provided under this Agreement in two separate billings, each for one half of the total amount due. Invoices will be sent by the City in January and August. The District shall make payment to the City in the full amount of such invoice no later than thirty (30) days from the date of invoice.

8. Workers' Compensation

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

9. This Agreement shall terminate on July 1, 2022 or as otherwise provided herein. This Agreement may be terminated by the City at any time and for any reason whatsoever by the City providing the District with written notice of such termination at least 20 days prior to the date of termination. This Agreement may be terminated at any time by mutual agreement of the City and the District.

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

City Manager
City of Bellbrook

Superintendent
Bellbrook-Sugarcreek Local School District

Chief of Police
City of Bellbrook

RECORD OF RESOLUTIONS

Resolution No. 2021-M

May 10, 2021

City of Bellbrook

Resolution No. 2021-M

A Resolution Authorizing the City Manager to Enter into an Agreement with the Bellbrook-Sugarcreek Local School District for Security at Home Football Games.

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

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

WHEREAS, the agreement will be effective for the 2021 home football season.

Now, Therefore, the City of Bellbrook Hereby Resolves:

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

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

Michael W. Schweller, Mayor

ATTEST:

Pamela Timmons, Clerk of Council

Extra Duty Employment Agreement For Bellbrook Police Officers

This agreement is made this _____ day of _____, 2021 by and between the City of Bellbrook, hereafter referred to as the "City," and the Bellbrook-Sugarcreek Local School District, hereafter referred to as the "District".

WHEREAS, the District wishes to utilize the services of City police officers in a security assignment, specifically, security for the 2021 Fall Bellbrook High School (home game) football season.

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

1. Scope of the Agreement

This agreement covers the 2020 Fall Bellbrook High School (Home game) football season from the first home football game in August 2021 until December 2021. Hours of the assignment will be from 1830 to 2130. (Additional time may be spent after the event, in crowd and traffic control). Additional services may be at the request of the District or in the discretion of the City. Three officers will be assigned to each game, if available. The District may request additional officers, if necessary.

2. Enforcement

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

3. Uniform

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

4. Supervision

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

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

5. Release from Service

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

6. Cost of Services

The District agrees to pay the City of Bellbrook a flat rate of \$125.00 per officer per night.

7. Hold harmless

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

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

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

8. Invoice

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

9. Workers' Compensation

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

10. This Agreement shall terminate on December 31, 2021 or as otherwise provided herein. This Agreement may be terminated by the City at any time and for any reason whatsoever by the City providing the District with written notice of such termination at least 20 days prior to the date of termination. This Agreement may be terminated at any time by mutual agreement of the City and the District.

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

City Manager
City of Bellbrook

Superintendent
Bellbrook Sugarcreek Local School District

Chief of Police
City of Bellbrook

To: Mayor & City Council
From: Melissa Dodd, City Manager
Date: May 21, 2021
Subject: City Manager Update

- **Finance and Utility Billing Software Conversion** – We are now set to finally make our conversion on May 27 and will be live on the 4th of June. Our bill pay portal and entire billing and finance system will be down as of May 27 and will not be back up until June 4th. Utility bills will be delayed in going out due to the conversion. Since customers will be required to use a different online portal, we plan to waive late penalties for each bill cycle for their first billing with the new system to ensure folks are not penalized during the transition.
- **Bellbrook TV Update** – We were able to get back on air and have created a looped video that is airing on the cable channel with helpful information. Airing live to cable is still an issue we are working through.
- **In person meetings** - Pam and Lt. Nartker have worked to be able to have the Council chamber cameras be able to go directly to YouTube for in person meetings once we get to that point. We are unable to do a hybrid of online and in person though so each individual meeting will have to be either fully online or fully in person. Keep in mind that the online meeting provision currently expires at the end of June. This could be extended or made permanent which a current bill is making its way through the statehouse. but until something changes we are looking at the end of June.
- **American Rescue Plan** – Guidance was released on May 10th. We are still unsure as to exactly how much we will receive. I expect the first half of the funds to be released to us within the next month from the state. Once we know how much we are receiving we can start to discuss how we might be able to best spend it. We have until December 31, 2024 to spend it so there is no rush to make any decisions like the last funding.
- **Article 14** – The rewrite of Article 14 has made it through Planning Board. Legal made some revisions which we took back to Planning Board for a second approval on May 20th. We plan to take this finalized version to VRB next for their review as a courtesy. They will not meet until July though. After VRB review, Council will be able to review prior to bringing it in ordinance form.