



CITY COUNCIL
Tuesday, June 6, 2023, 7:30 PM
301 SYCAMORE STREET, BROOKVILLE, OHIO 45309
937-833-2135
www.brookvilleohio.com

Join Online: <https://brookvilleoh.webex.com/brookvilleoh/j.php?MTID=md126c47d4c8ed62fd3a7cc6cdde93fde>

Meeting number: 2631 949 5698 Password: P4Jbn3t8JPA

Join by phone: +1-415-655-0001 US Toll Access code: 263 194 95698

Agenda

I. Opening of Regular Council Meeting

- a. Call to Order
- b. Pledge of Allegiance
- c. Roll Call

II. Adoption of Agenda

III. Approval of Minutes

- a. Approval of May 16, 2023 Regular Meeting Minutes

IV. Brookville Business Recognition - Fibre Glast Developments

V. Reports of Municipal Officers

- a. City Manager
- b. Finance Director
 - 1. Fund Balance of May 31, 2023
- c. Fire Chief
- d. Police Chief
- e. Law Director
- f. Mayor Chuck Letner

VI. Old Business

- a. Third reading of proposed Resolution No. 23-09 entitled "A RESOLUTION ESTABLISHING A NEW WAGE SCALE FOR FULL-TIME HOURLY EMPLOYEES."
- b. Third reading of proposed Resolution No. 23-10 entitled "A RESOLUTION ESTABLISHING A NEW WAGE SCALE FOR SEASONAL AND/OR TEMPORARY, AND PERMANENT PART-TIME HOURLY EMPLOYEES."

Mayor Chuck Letner • Vice Mayor James Zimmerlin
Council Members: Stephen Crane • JD Fowler • Jeff Requarth • Curt Schreier • Kim Wilder



- c. Third reading of proposed Resolution No. 23-11 entitled "A RESOLUTION ESTABLISHING THE COMPENSATION OF THE CLERK OF COUNCIL."
- d. Third reading of proposed Resolution No. 23-12 entitled "A RESOLUTION ESTABLISHING THE COMPENSATION OF THE CITY MANAGER."
- e. Third reading of proposed Resolution No. 23-13 entitled "A RESOLUTION ESTABLISHING THE COMPENSATION OF THE LAW DIRECTOR."
- f. Third reading of proposed Resolution No. 23-14 entitled "A RESOLUTION ESTABLISHING THE COMPENSATION OF THE DIRECTOR OF FINANCE."
- g. Third reading of proposed Resolution No. 23-15 entitled "A RESOLUTION ESTABLISHING THE COMPENSATION OF THE DIRECTOR OF FIRE."
- h. Third reading of proposed Resolution No. 23-16 entitled "A RESOLUTION ESTABLISHING THE COMPENSATION OF THE DIRECTOR OF POLICE."

VII. New Business

- a. First reading of proposed Resolution No. 23-19 entitled "A RESOLUTION APPROVING THE PLAN OF OPERATION AND GOVERNANCE FOR THE MIAMI VALLEY COMMUNICATIONS COUNCIL ELECTRIC AND NATURAL GAS AGGREGATION PROGRAM, FOR THE PURPOSE OF JOINTLY ESTABLISHING AND IMPLEMENTING AN ELECTRIC AND NATURAL GAS PROGRAM FOR THE CITY OF BROOKVILLE, OHIO, AND DECLARING IT AN EMERGENCY."
- b. First reading of Ordinance No. 2023-09 entitled "AN ORDINANCE VACATING A PORTION OF WEST CAMPUS BOULEVARD IN THE CITY OF BROOKVILLE, OHIO AND DECLARING IT AN EMERGENCY."

VIII. Reports of Boards and Commissions

- a. JD Fowler - Park Board
- b. Curt Schreier - Planning Commission

IX. Public Comments (5 minutes per speaker)

X. Executive Session

- a. Per ORC 121.22 (G)(8)(a) to consider a request for Economic Development assistance that involves public infrastructure improvements for an Economic Development project.

XI. Motion for Adjournment

Please note: Council welcomes the comments and input of the public during Council Meetings. In order to provide an orderly fashion in which all interested parties have an opportunity to address Council, Council has adopted the following procedure for citizen's comments during any portion of the Council Meeting or Public Hearing.

Any citizen who wishes to address Council should state their name, address and then their comments. Speakers should not approach Council Members without first obtaining permission. After completion of their comments, Council would request that the speakers return to their seat so that any other interested persons could then be recognized and address Council.

Mayor Chuck Letner • Vice Mayor James Zimmerlin
Council Members: Stephen Crane • JD Fowler • Jeff Requarth • Curt Schreier • Kim Wilder



The purpose of this procedure is to afford the maximum opportunity for citizen input without any type of disruption of the Council proceedings. While others are addressing Council from the podium, Council requests that audience members not make comments to Council or to other individuals to prevent any potential confusion or disruption.

Mayor Chuck Letner • Vice Mayor James Zimmerlin
Council Members: Stephen Crane • JD Fowler • Jeff Requarth • Curt Schreier • Kim Wilder

Brookville City Council
Regular Meeting
May 16, 2023

The Regular Meeting of the Brookville City Council was called to order by Mayor Letner at 7:30 p.m. on May 16, 2023. The meeting was held in the City Council Chambers and virtually using the Cisco Webex application. The Pledge of Allegiance was recited. Members Crane, Fowler, Requarth, Wilder and Zimmerlin; Manager Keaton, Finance Director Brandt, Law Director Stephan, Police Chief Jerome, Captain Ferguson and Clerk Duncan were present. Member Schreier and Fire Chief Fletcher were absent.

Roll Call by Clerk Duncan.

Motion by Fowler, second by Zimmerlin to adopt the Agenda as presented. All yeas, motion carried.

Motion by Zimmerlin, second by Fowler to approve the May 2, 2023 Special Meeting Minutes. All yeas, motion carried.

Motion by Zimmerlin, second by Wilder to approve the May 2, 2023 Regular Meeting Minutes. All yeas, motion carried.

Manager Keaton stated she is pleased to report that voters overwhelmingly approved both of the aggregation issues on the May 2 ballot. Now that the issues passed, we are required to hold two public hearings on the aggregation programs as required by law. The public hearings are scheduled for June 6 in the Council Chambers, with the first hearing to be held at 3:00 p.m. and the second hearing to be held at 6:30 p.m. prior to our Regular Council Meeting. Palmer Energy will be presenting detail on how the programs will operate, and the rules and regulations adopted by the board of directors of the Miami Valley Communications Council. Manager Keaton stated residents are encouraged to attend one of the public hearings. These hearings will also be broadcast live via Webex for those citizens and business owners who are not able to attend a meeting in person.

Manager Keaton reported the Miami Valley Regional Planning Commission recently selected Michael Baker International out of Columbus, Ohio to administer the Electric Vehicle Charging Station projects that were approved last December. We had a virtual kickoff meeting on May 1. During the kickoff meeting, we learned the Federal Highway Administration released new minimum requirements in February that went into effect in March of 2023 that modified any time charging stations are installed, it is a four-port minimum requirement. This afternoon we learned MVRPC's project received federal authorization before the new regulations took effect on March 30, so we are moving forward with the installation of a single level II charger with two ports. We have a site meeting scheduled for this Thursday afternoon. The current schedule shows construction to begin on the electric vehicle charging stations in April of 2024.

Manager Keaton requested Council authorization to approve Change Order #1 on the East Westbrook Resurfacing Project at an additional cost of \$8,156.60. Change Order #1 is for additional milling, tack coat, and asphalt surface course to transition the new asphalt to the existing asphalt on Westbrook at Albert, Wolf Creek, Sycamore and Maple Streets, and the south edge of Westbrook Road. The original contract price was \$100,327.70 and with Change Order #1 the new contract price is \$108,484.30. Manager Keaton stated with our March 2023 Permissive Tax allocation, we have a balance of \$138,539.95, so we have enough Permissive Tax funds to cover the original bid and the Change Order.

Motion by Requarth, second by Fowler to approve Change Order #1 on the E. Westbrook Resurfacing Project for additional milling, tack coat, and asphalt surface course to transition the new asphalt to the existing asphalt at an additional cost of \$8,156.60. All yeas, motion carried.

Manager Keaton requested Council appoint Bonnie Bertelson to an open seat on our Civil Service Commission for a five-year term. Ms. Bertelson submitted her letter of interest for that position.

Motion by Fowler, second by Zimmerlin to appoint Bonnie Bertelson to an open seat on our Civil Service Commission for a five-year term. All yeas, motion carried.

Manager Keaton requested Council authorization to use ARPA funds for engineering costs, estimated at \$63,800, for the Market Street Sanitary Sewer Extension project. Choice One Engineering would begin surveying and preparing the construction plans for the sanitary sewer to be extended from Baker Street to East Upper Lewisburg-Salem Road. This is the project we nominated last August to Ohio EPA, and our project was included in the approved list that was released in January 2023. When we nominated our project, we requested an estimated award date of July 2023, so engineering needs to begin on this project. The balance in the ARPA Fund is \$216,669.

Motion by Requarth, second by Wilder to authorize to authorize the use of ARPA funds for engineering costs, estimated at \$63,800, for the Market Street Sanitary Sewer Extension project. All yeas, motion carried.

Manager Keaton reported we received 305 Developing Brookville's Blueprint surveys in our office. The surveys are currently being analyzed by Wright State as part of our AARP grant that we received last year.

Member Requarth inquired whether the asphalt cut when driving west on Westbrook Road to turn onto Wolf Creek will be repaired?

Manager Keaton replied Ritter Plumbing did some work there over the winter. She will reach out to them to see when they are scheduling the asphalt repair.

Member Fowler inquired whether Manager Keaton has had anyone look at the sidewalk issue in front of O'Reilly Auto Parts?

Manager Keaton replied she did, and we will be sending a notice to advise the owner that the sidewalk is in need of repair.

Member Zimmerlin observed IGA has repaved most of their lot and asked if they plan to pave the remainder?

Manager Keaton responded McMaken's is repaving their lot in sections. Eye Docs owns the parking lot that abuts McMaken's lot. They are removing the old CVS drive-thru and will repave the new layout for their lot when they are done with their remodeling project.

Member Zimmerlin inquired whether we have an anticipated opening date from the owners of the Mexican restaurant that is going into the old K's building?

Law Director Stephan stated they are still working on-site and working with State Liquor Control to get their alcohol permit.

Manager Keaton responded she will request that Council waive the right to a hearing for this liquor permit at the next Council meeting, as we just received the notice in the mail.

Finance Director Brandt had no report.

Captain Ferguson reported the Fire Department will be participating in the Brookville High School Career Day tomorrow.

Police Chief Jerome reported calls have been increasing, some due to mental illness. Police Chief Jerome advised the rules are changing as to who can be pink slipped for an emergency admittance due to a mental health crisis. Judge Brannon from Probate Court will be attending the Chief's Association meeting to explain the new rules and his goals to area Chiefs.

Police Chief Jerome reported he has met with the new Perry Township Police Chief Barga and is looking forward to working with her and the department. The goal is always to have good public relations with other departments.

Police Chief Jerome reported the Ride to the Wall will come to Brookville on May 24, 2023 between 4:30 and 5:30 p.m., followed by the Senior Parade at 6:30 p.m.

Police Chief Jerome reported the Police Department will be presenting an Active Shooter Training and Fraud Prevention Program, hosted by the Brookville Chamber of Commerce, at the Brookville Fire Station on May 18, 2023 from 9:00 a.m. until 12:00 p.m.

Law Director Stephan had no report.

Mayor Letner thanked the Optimists for having their waffle trailer at McMakens last week.

Mayor Letner reported the Optimists will be putting the flags out this week. Mayor Letner encouraged everyone to become a part of the flag program as it makes the city look beautiful.

Manager Keaton reported that AES has approved the military banner application she applied for. She will meet with VFW representative Barry Goforth about installing the banners as soon as possible.

Motion by Requarth, second by Fowler to read proposed Resolution Nos. 23-09, 23-10, 23-11, 23-12, 23-13, 23-14, 23-15 and 23-16. All yeas, motion carried.

Motion by Requarth, second by Fowler to accept the second reading of proposed Resolution Nos. 23-09, 23-10, 23-11, 23-12, 23-13, 23-14, 23-15 and 23-16. All yeas, motion carried.

Member Fowler, Park Liaison, reported Park permits are up more than \$2,000 and shelters are booked through the month of June. Jack McMaken would like to add a grove at Golden Gate Park. Member Fowler thanked Brookville Schools for donating 18 metal picnic tables to the City for use at the parks.

Mayor Letner commented an additional donor has pledged the remaining \$2,500 needed for the Community Picnic fireworks display. Mayor Letner reminded everyone that the City participates in the Community Picnic, but it is a Chamber of Commerce event. Mayor Letner thanked Members Fowler, Requarth, Crane, Wilder and Zimmerlin, who pooled their resources to make the fireworks happen.

Damian Kristof, Branch Manager of Dayton Metro Library, reported the upcoming Block Party and Craft Fair at the library has over 60 booths registered and four food trucks coming. Mr. Kristof encouraged the community to attend the event on June 17 from 10 a.m. until 4:00 p.m.

Motion by Fowler, second by Zimmerlin to adjourn. All yeas, motion carried.

Kimberly Duncan, Clerk

Charles Letner, Mayor

To: Mayor & Council
From: Sonja M. Keaton, City Manager
RE: Manager's Report
Date: 6/5/2023

I would like to thank the Class of 2023 and the Brookville Alumni Association who participated in Serve Brookville in May. Participants were able to assist with staining the interior of the Castle Playground, painting the swing set frames in Golden Gate Park, painting the gates and open-air shelter in Westbrook Park, and placing mulch in Westbrook Park.

I would like to thank Barry Goforth and the VFW Post #3288 for their military banner project. I would also like to thank our Service Department employees who assisted with the installation of the brackets and banners for this project.

Council has a copy of the Certificate of Result of Election from the Montgomery County Board of Elections on our Aggregation questions.

I received word from Ohio EPA that our Equipment Grant, to purchase a Valve Exerciser, that we submitted in January was not selected for funding.

Miller Pipeline completed the restoration of asphalt on Wolf Creek Street. We are waiting on the concrete work to be completed.

We received notification from the Ohio Division of Liquor Control that El Bronco Mexican Restaurant 2, Inc., at 485 Arlington Road, has requested a new D5 liquor permit. City Council has the ability to request a hearing on the advisability of issuing that permit, or Council can choose to not request a hearing.

The Main Street project is completed. We are finalizing engineering on the CDBG Golden Gate Park and Westbrook Park Handicapped Access Project. We hope to begin that project within the next couple months. We are also wrapping up engineering on the OPWC Hay Avenue Roadway Reconstruction Project, Phase II Project.

Over the last two weeks, the Service Department performed the following:

- Installed a new pump at Urban Lane Lift Station
- Installed a new pump at Meadows of Brookville Lift Station
- Mowed 10-acre lot at industrial campus
- Mowing and weed eating in parks
- Sprayed tree grates on Market Street
- Cut and removed dead trees at Westbrook Park
- Limb chipping
- Participated in Career Day at Brookville Schools
- Relocated dumpsters in GG park
- Watered planters on Market Street and filled gator bags on new memorial trees

State of Ohio
Montgomery County

The Board of Elections of Montgomery County hereby certifies that at the election held in the the City of Brookville on the 2nd day of May, 2023, the vote cast on the following issue was as follows:

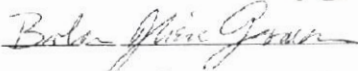
PROPOSED (ORDINANCE/RESOLUTION)
ELECTRIC AGGREGATION
the City of Brookville

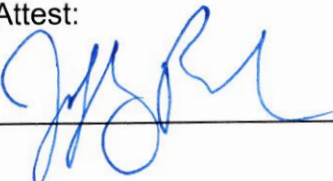
A majority affirmative vote is necessary for passage

Shall the the City of Brookville have the authority to aggregate the retail electric loads located in the the City of Brookville, and for that purpose, enter into service agreements to facilitate for those loads the sale and purchase of electricity, such aggregation to occur automatically except where any person elects to opt out?

<u>Votes YES</u>	<u>273</u>
<u>Votes NO</u>	<u>73</u>
<u>Total vote cast on issue:</u>	<u>346</u>

IN WITNESS WHEREOF, we have hereunto subscribed our names officially at
Dayton, Ohio, this 17th day of May, 2023


 (Chair)



Attest:


Director

Board of Elections

Montgomery County, Ohio

A copy must be sent to the Ohio Department of Taxation, Tax Equalization Division (tax levy or bond issue); Ohio Department of Taxation, Tax Analysis and Local Govt. Division (income tax); county auditor (levy or bond issue); and Secretary of State. To be submitted only by the most populous county board of elections if multi-county issue.

State of Ohio
Montgomery County

The Board of Elections of Montgomery County hereby certifies that at the election held in the the City of Brookville on the 2nd day of May, 2023, the vote cast on the following issue was as follows:

PROPOSED (ORDINANCE/RESOLUTION)
GAS AGGREGATION

the City of Brookville

A majority affirmative vote is necessary for passage

Shall the the City of Brookville have the authority to aggregate the retail natural gas loads located in the the City of Brookville, and for that purpose, enter into service agreements to facilitate for those loads the sale and purchase of natural gas, such aggregation to occur automatically except where any person elects to opt out?

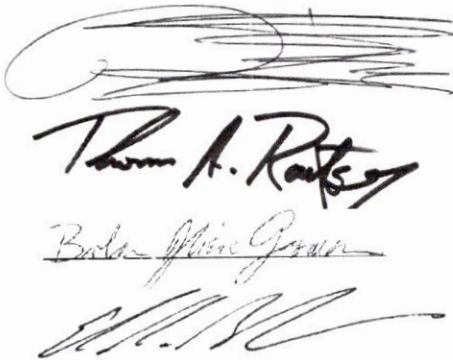
<u>Votes YES</u>	<u>271</u>
<u>Votes NO</u>	<u>73</u>
<u>Total vote cast on issue:</u>	<u>344</u>

IN WITNESS WHEREOF, we have hereunto subscribed our names officially at
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Director



(Chair)

Board of Elections
Montgomery County, Ohio

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City of **BROOKVILLE** ***POLICE***

Chief Douglas Jerome

djerome@brookvilleohio.com



Council Meeting Agenda June 6, 2023

Reportable Incidents

1/1/2022 – 6/2/2022 = 219

1/1/2023 – 6/2/2023 = 219

Citations

1/1/2022 – 6/2/2022 = 69

1/1/2023 – 6/2/2023 = 178

Traffic Stops

May 2022 - 72

May 2023 - 89

Brookville Police Department

Incident Arrest Blotter

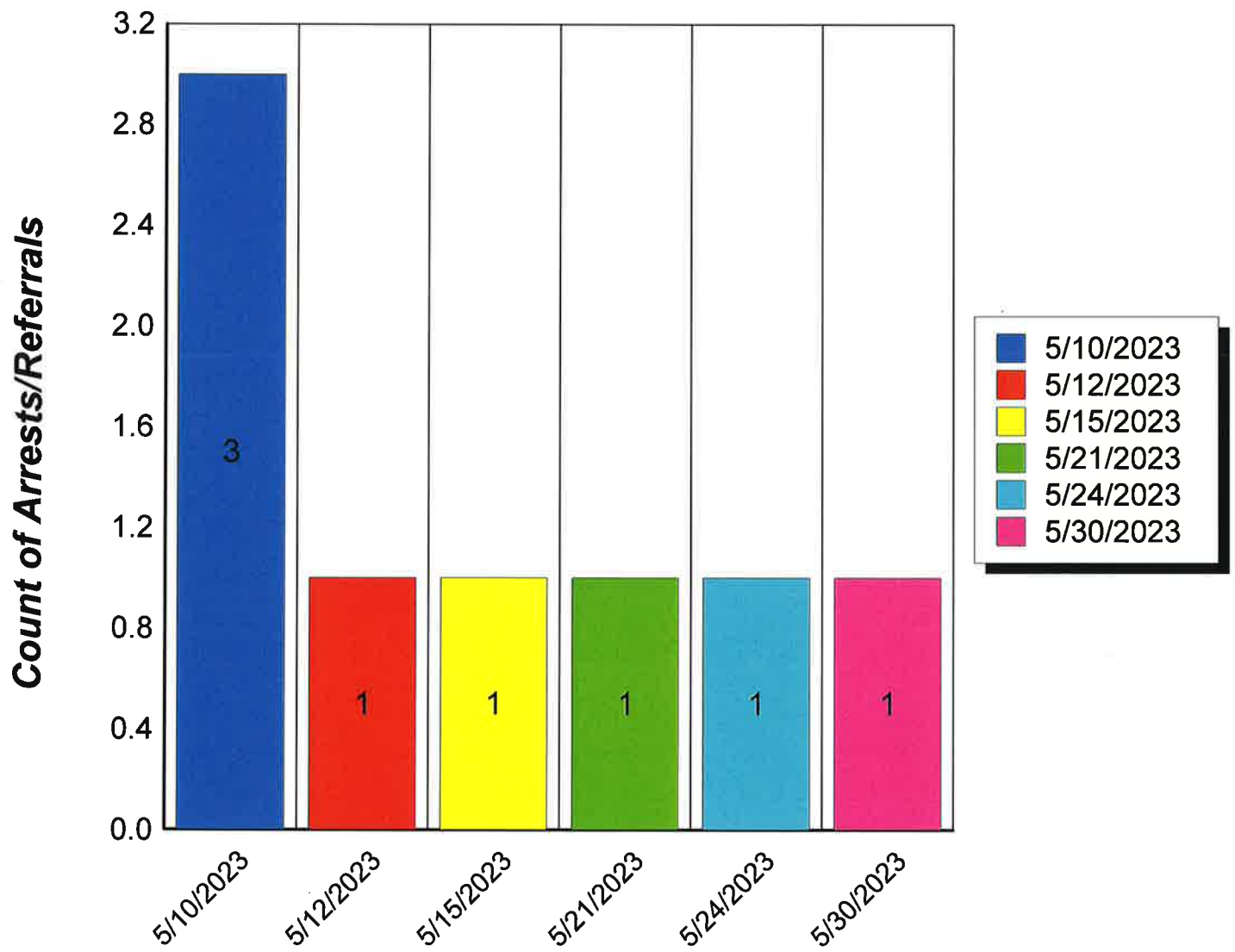
Arrest Date	Time	Suspect's Name	Address, Charges(s)	Incident ID
05/10/2023		ALYSSA ANN DOYLE	AT LARGE, BROOKVILLE, OH 45309 35: WARRANT ARREST	2023-00193
05/10/2023	12:55 PM	DALE MICHAEL AUGAI	AT LARGE, BROOKVILLE, OH 45309 35: WARRANT ARREST	2023-00193
05/10/2023	10:00 PM	MICHAEL D. LUTZ	606 E SUMMERS ST, EATON, OH 45320 35: WARRANT ARREST	2023-00196
05/12/2023	03:58 PM	JAMES ARTHUR LACKI	2375 ROSS RD, TIPP CITY, OH 45420 35: WARRANT ARREST	2023-00199
05/15/2023	02:11 AM	MELISSA ANN MARTIN	120 W APPLE ST, DAYTON, OH 45402 292131: Obstructing official business 291711B: Disorderly conduct 292129: FAILURE TO IDENTIFY PERSONAL INFORMATION	2023-00201
05/21/2023	09:38 PM	JOEY JAY CAMDEN	1100 SALEM AVE, DAYTON, OH 45406 291711B1: Disorderly conduct - intoxicated annoy or alarm	2023-00211
05/24/2023	09:11 AM	CURTIS ELWOOD TWI	4522 GERMANTOWN PK, DAYTON, OH 45417 291925A: Domestic violence - knowingly cause physical harm	2023-00215
05/30/2023	06:38 PM	TRISHA L. CHASTAIN	403 MARKET ST APT 2, BROOKVILLE, OH 45309 35: WARRANT ARREST	2023-00218
Total Selected = 8				

Brookville Police Department

Arrest Log by Date

Arrest Date	Total Arrests
May 10, 2023	3
May 12, 2023	1
May 15, 2023	1
May 21, 2023	1
May 24, 2023	1
May 30, 2023	1
Total Selected = 8	

Arrest Log by Date

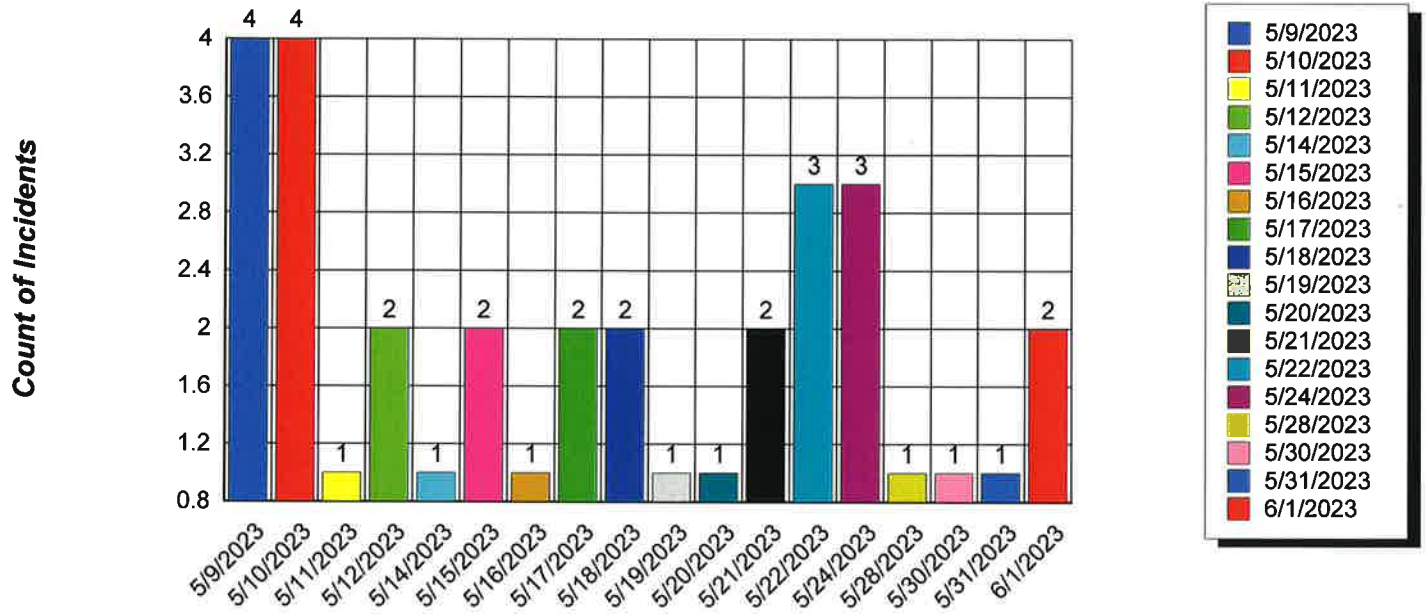


Brookville Police Department

Incident Log by Date Reported

Date Reported	Day of Week	Total Reported
05/09/2023	Tuesday	4
05/10/2023	Wednesday	4
05/11/2023	Thursday	1
05/12/2023	Friday	2
05/14/2023	Sunday	1
05/15/2023	Monday	2
05/16/2023	Tuesday	1
05/17/2023	Wednesday	2
05/18/2023	Thursday	2
05/19/2023	Friday	1
05/20/2023	Saturday	1
05/21/2023	Sunday	2
05/22/2023	Monday	3
05/24/2023	Wednesday	3
05/28/2023	Sunday	1
05/30/2023	Tuesday	1
05/31/2023	Wednesday	1
06/01/2023	Thursday	2
Total Selected = 34		

Incident Log by Date Reported



Brookville Police Department

Incident Log by Date Reported

Incident ID	Location, Area	Description	Date Occurred	Cleared Date	Status
May 09, 2023					
2023-00189	715 ARLINGTON ROAD BROOKVILLE PD	SIGNAL 6B - PETTY THEFT	05/08/2023		OPEN CASE
Offenses UCR Offense Description 1 06 291302 - Theft					
2023-00190	739 SALEM STREET BROOKVILLE PD	SIGNAL 26I - INFORMATION REPORT	05/09/2023	05/09/2023	EXCEPTIONALLY CLEARED
Offenses UCR Offense Description 1 02 26I - INFORMATION REPORT					
2023-00191	425 ARLINGTON ROAD BROOKVILLE PD	SIGNAL 26I - INVOLUTARY COMMITMENT	05/09/2023	05/09/2023	EXCEPTIONALLY CLEARED
Offenses UCR Offense Description 1 02 26I - INFORMATION REPORT					
2023-00192	311 WESTERN AVENUE BROOKVILLE PD	SIGNAL 14 - CRIMINAL DAMAGING	05/09/2023		OPEN CASE
Offenses UCR Offense Description 1 01 290906A1 - Criminal damaging/endeangering - knowingly, any mea					
Total Incidents Reported for Date: 4					

May 10, 2023

2023-00193	715 ARLINGTON ROAD BROOKVILLE PD	SIGNAL 35 - WARRANT ARREST	05/10/2023	05/10/2023	ARREST
Offenses UCR Offense Description 2 N/A 35 - WARRANT ARREST 02 260 - ALL OTHER CRIMINAL OFFENSES					
2023-00194	55 TRIGGS ROAD BROOKVILLE PD	SIGNAL 15 - DISCHARGING A FIREARM WITHIN CITY LIMITS	05/10/2023	05/10/2023	EXCEPTIONALLY CLEARED
Offenses UCR Offense Description 2 N/A 54908 - DISCHARGING FIREARMS 01 290906 - Criminal damaging/endeangering					
2023-00195	95 N PARKVIEW ROOM 212 BROOKVILLE PD	SIGNAL 1096 - MENTAL HEALTH EMERGENCY ADMISSION	05/10/2023	05/10/2023	EXCEPTIONALLY CLEARED
Offenses UCR Offense Description 1 N/A 5122.10 - APLICATION FOR EMERGENCY ADMISSION					

Brookville Police Department

Incident Log by Date Reported

Incident ID	Location, Area	Description	Date Occurred	Cleared Date	Status
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May 10, 2023

2023-00196	403 MARKET STREET BROOKVILLE PD	SIGNAL 35 - WARRANT ARREST	05/10/2023	05/10/2023	ARREST
Offenses UCR Offense Description 1 N/A 35 - WARRANT ARREST					
Total Incidents Reported for Date: 4					

May 11, 2023

2023-00197	804 VINNIE COURT BROOKVILLE PD	SIGNAL 26I - PINK SLIP	05/11/2023	05/11/2023	EXCEPTIONALLY CLEARED
Offenses UCR Offense Description 1 02 26I - INFORMATION REPORT					
Total Incidents Reported for Date: 1					

May 12, 2023

2023-00198	402 HAY ST BROOKVILLE PD	SIGNAL 53A - PROPERTY DAMAGE ACCIDENT	05/12/2023	05/12/2023	EXCEPTIONALLY CLEARED
Offenses UCR Offense Description 1 N/A 53A - PROPERTY DAMAGE TRAFFIC CRASH					
2023-00199	715 ARLINGTON RD BROOKVILLE PD	SIGNAL 35 - WARRANT ARREST	05/12/2023	05/12/2023	ARREST
Offenses UCR Offense Description 3 N/A 35 - WARRANT ARREST 02 292514 - Drug paraphernalia 02 291121 - Criminal trespass					
Total Incidents Reported for Date: 2					

May 14, 2023

2023-00200	32 WESTERN BROOKVILLE PD	SIGNAL 26I - PINK SLIP	05/14/2023	05/14/2023	EXCEPTIONALLY CLEARED
Offenses UCR Offense Description 1 02 26I - INFORMATION REPORT					
Total Incidents Reported for Date: 1					

Brookville Police Department

Incident Log by Date Reported

Incident ID	Location, Area	Description	Date Occurred	Cleared Date	Status
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May 15, 2023

2023-00201	100 PARKVIEW BROOKVILLE PD	SIGNAL 26O - OBSTRUCTING OFFICIAL BUSINESS	05/15/2023	05/15/2023	ARREST
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Offenses	UCR	Offense Description
3	02	292131 - Obstructing official business
	02	291711B - Disorderly conduct
	N/A	292129 - FAILURE TO IDENTIFY PERSONAL INFORMATION

2023-00202	520 ARLINGTON BROOKVILLE PD	SIGNAL 6B - PETTY THEFT	05/14/2023	05/15/2023	EXCEPTIONALLY CLEARED
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Offenses	UCR	Offense Description
1	02	26I - INFORMATION REPORT

Total Incidents Reported for Date: 2

May 16, 2023

2023-00203	301 SYCAMORE STREET BROOKVILLE PD	SIGNAL 26I - INFORMATION REPORT	05/16/2023	05/30/2023	EXCEPTIONALLY CLEARED
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Offenses	UCR	Offense Description
1	02	26I - INFORMATION REPORT

Total Incidents Reported for Date: 1

May 17, 2023

2023-00204	117 BROOKSIDE DRIVE BROOKVILLE PD	SIGNAL 26I - INFORMATION REPORT	05/17/2023	05/17/2023	EXCEPTIONALLY CLEARED
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Offenses	UCR	Offense Description
1	02	26I - INFORMATION REPORT

2023-00205	ARLINGTON @ 1-70 W EXIT RAMP BROOKVILLE PD	SIGNAL 53A - PROPERTY DAMAGE ACCIDENT	05/17/2023	05/17/2023	EXCEPTIONALLY CLEARED
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Offenses	UCR	Offense Description
2	N/A	451332 - IMPROPER TOWING
	N/A	450321 - FAILURE TO DISPLAY REGISTRATION

Total Incidents Reported for Date: 2

May 18, 2023

Brookville Police Department

Incident Log by Date Reported

Incident ID	Location, Area	Description	Date Occurred	Cleared Date	Status
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May 18, 2023

2023-00206	403 MARKET STREET BROOKVILLE PD	SIGNAL 09 - ASSAULT	05/18/2023		OPEN CASE
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Offenses	UCR	Offense Description
1	04	290313 - Assault

2023-00207	1 BLUE PRIDE DRIVE BROOKVILLE PD	SIGNAL 17 - PANDERING OBSCENITY INVOLVING MINOR	05/18/2023	05/30/2023	EXCEPTIONALLY CLEARED
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Offenses	UCR	Offense Description
1	02	2907321 - Pandering obscenity involving minor

Total Incidents Reported for Date: 2

May 19, 2023

2023-00208	301 SYCAMORE STREET BROOKVILLE PD	SIGNAL 26I - FOUND PROPERTY	05/19/2023	05/20/2023	EXCEPTIONALLY CLEARED
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Offenses	UCR	Offense Description
1	02	26I - INFORMATION REPORT

Total Incidents Reported for Date: 1

May 20, 2023

2023-00209	38 JEFFERSON ST BROOKVILLE PD	SIGNAL 26I - TOWED VEHICLE	05/20/2023	05/20/2023	EXCEPTIONALLY CLEARED
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Offenses	UCR	Offense Description
1	02	26I - INFORMATION REPORT

Total Incidents Reported for Date: 1

May 21, 2023

2023-00210	836 SALEM STREET BROOKVILLE PD	SIGNAL 26I - INFORMATION REPORT	05/21/2023	05/21/2023	EXCEPTIONALLY CLEARED
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Offenses	UCR	Offense Description
1	02	26I - INFORMATION REPORT

2023-00211	801 ARLINGTON BROOKVILLE PD	SIGNAL 24 - DISORDERLY CONDUCT	05/21/2023	05/21/2023	ARREST
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Brookville Police Department

Incident Log by Date Reported

Incident ID	Location, Area	Description	Date Occurred	Cleared Date	Status
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May 21, 2023

Offenses	UCR	Offense Description
1	02	291711B1 - Disorderly conduct - intoxicated annoy or alarm

Total Incidents Reported for Date: 2

May 22, 2023

2023-00212	926 ARLINGTON ROAD BROOKVILLE PD	SIGNAL 11 - FRAUD	05/22/2023	05/22/2023	EXCEPTIONALLY CLEARED
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Offenses	UCR	Offense Description
1	N/A	291330 - COUNTERFEITING

2023-00213	115 SYCAMORE STREET BROOKVILLE PD	SIGNAL 5 - BURGLARY/BREAKING & ENTERING	05/22/2023		OPEN CASE
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Offenses	UCR	Offense Description
1	05	291113 - Breaking and entering

2023-00214	34 JEFFERSON ST BROOKVILLE PD	SIGNAL 5 - BREAKING AND ENTERING	05/22/2023		OPEN CASE
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Offenses	UCR	Offense Description
1	05	291113 - Breaking and entering

Total Incidents Reported for Date: 3

May 24, 2023

2023-00215	100 N PARKVIEW ROOM 125 BROOKVILLE PD	SIGNAL 20 - DOMESTIC VIOLENCE	05/24/2023	05/24/2023	ARREST
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Offenses	UCR	Offense Description
1	02	291925A - Domestic violence - knowingly cause physical harm

2021-00699	100 NUTRITION WAY BROOKVILLE PD	SIGNAL 53HR - HIT & RUN CRASH	05/24/2023	05/24/2023	EXCEPTIONALLY CLEARED
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Offenses	UCR	Offense Description
1	N/A	451120 - Reckless operation on public roadway

2023-00216	100 NUTRITION WAY BROOKVILLE PD	SIGNAL 53HR - HIT & RUN CRASH	05/24/2023	05/24/2023	EXCEPTIONALLY CLEARED
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Offenses	UCR	Offense Description
1	N/A	451120 - Reckless operation on public roadway

Brookville Police Department

Incident Log by Date Reported

Incident ID	Location, Area	Description	Date Occurred	Cleared Date	Status
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Total Incidents Reported for Date: 3

May 28, 2023

2023-00217	BROOKVILLE PYRMONT BROOKVILLE PD	SIGNAL 53A - PROPERTY DAMAGE CRASH	05/28/2023		OPEN CASE
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Offenses UCR Offense Description
1 N/A 451141 - RIGHT OF WAY AT INTERSECTION

Total Incidents Reported for Date: 1

May 30, 2023

2023-00218	403 MARKET ST BROOKVILLE PD	SIGNAL 35 - FELONY WARRANT	05/30/2023	05/30/2023	ARREST
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Offenses UCR Offense Description
1 N/A 35 - WARRANT ARREST

Total Incidents Reported for Date: 1

May 31, 2023

2023-00219	7 S WOLF CREEK BROOKVILLE PD	SIGNAL 53B - INJURY ACCIDENT	05/31/2023	06/01/2023	EXCEPTIONALLY CLEARED
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Offenses UCR Offense Description
1 N/A 451143A - FAILED TO STOP AT POSTED STOP SIGN

Total Incidents Reported for Date: 1

June 01, 2023

2023-00220	S WOLF CREEK ST/E WESTBROOK ROAD BROOKVILLE PD	SIGNAL 53A - PROPERTY DAMAGE	06/01/2023	06/01/2023	EXCEPTIONALLY CLEARED
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Offenses UCR Offense Description
1 N/A 451143A - FAILED TO STOP AT POSTED STOP SIGN

2023-00221	319 S WOLF CREEK STREET BROOKVILLE PD	SIGNAL 53A - PROPERTY DAMAGE ACCIDENT	06/01/2023	06/01/2023	EXCEPTIONALLY CLEARED
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Offenses UCR Offense Description
1 N/A 451121A - ASSURED CLEAR DISTANCE AHEAD

Brookville Police Department

Incident Log by Date Reported

Incident ID	Location, Area	Description	Date Occurred	Cleared Date	Status
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Total Incidents Reported for Date: 2

Total Selected = 34

MEMORANDUM:

DATE: JUNE 5, 2023

TO: CITY OF BROOKVILLE CITY COUNCIL

FROM: RODNEY L. STEPHAN, LAW DIRECTOR

RE: EXPANSION OF GENERAL MOTORS-DMAX FACILITY

General Motors, LLC has presented to the City of Brookville a proposed expansion of the DMAX facility located on W. Campus Blvd. A site development plan for the project was presented to Planning Commission at its May 18 meeting and Planning Commission approved the site plan for the project. A copy of the approved site plan is submitted to City Council with this memorandum. The site plan provides for a 1.1 million sq. ft. expansion of the existing 251,000 sq. ft. DMAX facility. The expansion of the facility will require significant public infrastructure improvements including relocation of certain utilities, and extension of W. Campus Blvd. within a new public right of way.

There are several items before City Council for approval related to the project. Ordinance 2023-09 will vacate a portion of W. Campus Blvd. The area of W. Campus Blvd. being vacated is depicted on Exhibit B attached to the Ordinance. This street vacation will permit the expansion of the facility into the area of this vacated street.

The Brookville Retail and Industrial Campus, Section 4 Subdivision Record Plan is also before City Council for approval. Planning Commission approved this subdivision record plan at its May 18 meeting. The subdivision plan establishes a new public right of way from W. Campus Blvd. to the south boundary of the General Motors property, and creates two new lots owned by General Motors, LLC., one lot on each side of the new street right of way. This subdivision plan accommodates the size of the proposed General Motors DMAX facility as set forth in the site plan approved by Planning Commission.

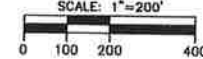
It is requested that City Council would approve the Ordinance 2023-09 vacating a portion of W. Campus Blvd., and the Brookville Retail and Industrial Campus, Section 4 Subdivision Record Plan.

RECORD PLAN BROOKVILLE RETAIL & INDUSTRIAL CAMPUS, SECTION FOUR

BEING THE REPLAT OF LOTS 2652 AND 2739 OF THE
CONSECUTIVE LOT NUMBERS OF THE CITY OF BROOKVILLE,
AKA BROOKVILLE - RETAIL & INDUSTRIAL CAMPUS
PLAT BOOK 234, PG. 25 AND PLAT BOOK 238, PG. 22
SECTION 28, TOWN 6, RANGE 4 E,
MONTGOMERY COUNTY, OHIO
129.394 ACRES TOTAL



THE BEARING OF N89°53'37"W ALONG
THE SOUTH LINE OF THE SOUTHEAST
QUARTER OF SECTION 28 WAS BASED ON
NAD 83 CORN 2003 ADJUSTMENT, OHIO
SOUTH ZONE, 0007 VRS CORN NETWORK
SCALE: 1"=200'



LEGEND

- L.P.S. 5/8" X 30" REBAR W/CAP SET
- I.P.F. 5/8" IRON PIN FOUND
- M.N.S. MAG NAIL SET
- M.N.F. MAG NAIL FOUND
- ⋈ RAILROAD SPIKE FOUND
- ⊠ STONE FOUND
- ⊞ MONUMENT BOX W/P.F.D.
- - - EX. UTILITY EASEMENT

"WC EX U" MEANS THE WEST CAMPUS EXISTING
UTILITY EASEMENT AS DEFINED ON PG. 2 OF 2

LINE	BEARING	DIST.
L1	S89°53'49"E	146.37'
L2	S70°44'58"E	45.00'
L3	N68°38'27"E	52.51'
L4	N23°38'27"E	90.00'
L5	N89°53'49"W	48.84'
L6	N76°07'13"W	52.50'
L7	S23°35'19"W	50.95'
L8	S70°44'58"E	45.00'
L9	N62°55'07"W	50.72'
L10	S43°38'40"W	52.18'
L11	S45°59'33"E	54.58'
L12	S00°03'33"W	58.20'
L13	S67°54'02"W	26.51'
L14	S67°54'02"W	55.71'
L15	S48°58'48"E	38.38'
L16	S64°09'31"W	20.88'

CURVE DATA

CURVE	RADIUS	Δ	LENGTH	CHORD	BEARING
C1	890.00'	28°28'38"	442.35'	437.81'	N14°18'12"E
C2	1000.00'	18°40'01"	325.80'	324.36'	N09°23'54"E
C3	955.00'	31°31'09"	525.33'	518.73'	N44°19'59"E
C4	255.00'	12°46'16"	56.84'	56.72'	S37°25'53"W
C5	270.00'	09°57'00"	46.89'	46.83'	S06°33'39"W
C6	646.20'	35°13'26"	397.27'	391.04'	S19°16'41"W
C7	1045.00'	35°37'07"	649.64'	639.22'	S36°33'48"W
C8	1045.00'	02°19'02"	42.26'	42.26'	S64°32'39"W
C9	395.00'	16°43'39"	115.32'	114.91'	S09°26'13"E
C10	305.00'	16°06'11"	85.72'	85.44'	N09°07'29"W
C11	1045.00'	06°21'22"	115.93'	115.87'	S77°38'32"W
C12	1045.00'	09°14'40"	168.61'	168.42'	S85°26'33"W
C13	955.00'	29°58'22"	499.58'	493.91'	N75°04'42"E
C14	255.00'	20°20'31"	90.53'	90.06'	S53°59'16"W

SUPERIMPOSED AREA NOTE:

ALL OF THE LANDS OF WITH LOT 2652 AND
LOT 2739 ARE CONTAINED WITHIN SURVEY.

PREPARED BY:

ChoiceOne
Engineering

SIDNEY, OHIO 937.497.0200
LOVELAND, OHIO 513.276.0554
www.CHOICEONEENGINEERING.com

DATE:

04-11-2023

DRAWN BY:

WDG

JOB NUMBER:

MOTBRO2305

SHEET NUMBER

1 OF 2

RECORD PLAN BROOKVILLE RETAIL & INDUSTRIAL CAMPUS, SECTION FOUR

RESERVATIONS - RELEASE OF PRIOR RESERVATIONS

WE, THE UNDERSIGNED, BEING ALL OF THE OWNERS AND LIENHOLDERS OF THE LANDS HEREIN DESCRIBED, DO HEREBY ACKNOWLEDGE THE MAKING AND SIGNING OF THIS INSTRUMENT TO BE OUR VOLUNTARY ACT AND DEED, AND DO HEREBY (1) MODIFY, AMEND AND RE-RESERVE THE EASEMENTS DESCRIBED BELOW AND AS SHOWN HEREON FOR BENEFIT OF THE LOTS DESCRIBED BELOW, (2) TERMINATE AND RELEASE RIGHTS IN CERTAIN RESERVED EASEMENTS AS DESCRIBED BELOW, AND (3) CONSENT TO THE RELOCATION OF CERTAIN EASEMENTS AS SET FORTH BELOW.

RELEASE AS TO EASEMENTS AND OTHER RIGHTS. EXCEPT AS SET FORTH IN PARAGRAPH 2 BELOW AS TO THE WEST CAMPUS EXISTING UTILITY EASEMENT DEFINED BELOW, THE OWNERS OF LAND WITHIN BROOKVILLE - RETAIL & INDUSTRIAL CAMPUS, SECTION ONE HEREBY TERMINATE AND RELEASE ANY AND ALL RIGHT, TITLE AND INTEREST IN AND TO ALL OTHER EASEMENTS (INCLUDING WITHOUT LIMITATION THOSE FOR DRAINAGE AND UTILITIES) AND ALL OTHER RIGHTS OF INGRESS, EGRESS, AND USE SHOWN ON THIS PLAT OR OTHER PRIOR PLATS OR REPLATS OF THE BROOKVILLE - RETAIL & INDUSTRIAL PARK AND ENCUMBERING ANY PART OF SECTIONS TWO AND/OR THREE OF THE BROOKVILLE - RETAIL & INDUSTRIAL PARK, BEING LOTS 2652 AND _____ AS OF THE DATE HEREOF, RESPECTIVELY.

EXISTING UTILITY EASEMENTS AND OTHER RIGHTS. NOTWITHSTANDING PARAGRAPH 1 ABOVE, THE OWNERS OF LAND WITHIN BROOKVILLE - RETAIL & INDUSTRIAL CAMPUS, SECTION ONE RETAIN AND THERE IS HEREBY RESERVED FOR THE BENEFIT OF THE OWNERS OF LAND WITHIN BROOKVILLE - RETAIL & INDUSTRIAL CAMPUS, THE EASEMENT LABELED HEREON AS "WEST CAMPUS EXISTING UTILITY EASEMENT" (WEST CAMPUS EXISTING UTILITY SEWER, ELECTRIC, AND TELEPHONE UTILITIES EXISTING AS OF THE DATE HEREOF AND FOR THE EXPRESS PRIVILEGE OF REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS TO THE FREE USE OF SAID UTILITIES, AND FOR PROVIDING OF INGRESS TO AND EGRESS FROM THE WEST CAMPUS EXISTING UTILITY EASEMENT OVER THE SUBJECT PROPERTY FOR SAID PURPOSES, BUT THE OWNERS OF LAND IN SECTIONS TWO AND THREE SHALL HAVE THE RIGHT FROM TIME TO TIME TO RELOCATE THE WEST CAMPUS EXISTING UTILITY EASEMENT ENCUMBERING THEIR RESPECTIVE LAND WITHOUT THE CONSENT OF ANY SECTION ONE OWNERS SO LONG AS SUCH RELOCATION (A) DOES NOT MATERIALLY INTERFERE WITH THE USE OF ANY SECTION ONE LOT, (B) IS AT NO OUT-OF-POCKET COST TO ANY SECTION ONE LAND OWNER, AND (C) DOES NOT RELOCATE ANY UTILITIES IN OR EASEMENTS ON ANY SECTION ONE LAND.

TO AVOID DOUBT, ANY AND ALL RIGHT, TITLE, AND INTEREST IN EASEMENTS AND OTHER RIGHTS PREVIOUSLY RESERVED FOR THE BENEFIT OF THE LAND, OWNERS, OR PROPERTY WITHIN BROOKVILLE - RETAIL & INDUSTRIAL CAMPUS, SECTIONS TWO AND/OR THREE REMAIN IN FULL FORCE AND EFFECT. ACCORDINGLY, THE OWNERS OF LAND IN SECTIONS TWO AND THREE RETAIN ALL RIGHT, TITLE, AND INTEREST IN AND TO ANY AND ALL EASEMENTS AND OTHER RIGHTS SET FORTH IN THIS PLAT AND ANY OTHER PLATS OR REPLATS OF BROOKVILLE - RETAIL & INDUSTRIAL CAMPUS INCLUDING, WITHOUT LIMITATION, THE EXISTING UTILITY EASEMENT ENCUMBERING LOT 2179 AND LOT 2180 OF SECTION ONE (WHICH EASEMENT INCLUDES THE RIGHTS TO CONSTRUCT, OPERATE, MAINTAIN, REPAIR, REPLACE, AND REMOVE STORM WATER DRAINS, SWALES, TILES, AND RELATED IMPROVEMENTS) AND THE OTHER UTILITY EASEMENTS ENCUMBERING THE LOTS OF SECTION ONE.

OWNER OF LOT 2652
GENERAL MOTORS LLC,
A DELAWARE LIMITED LIABILITY COMPANY

BY: _____
AUTHORIZED SIGNATURE

ITS: _____
TITLE

STATE OF _____
COUNTY OF _____, SS

BE IT REMEMBERED, THAT ON THE THIS ____ DAY OF _____, 20____
BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND
COUNTY, PERSONALLY CAME _____ ON
BEHALF OF GENERAL MOTORS LLC, AND ACKNOWLEDGED THE
SIGNING OF THIS INSTRUMENT TO BE HIS VOLUNTARY ACT AND
DEED OF SAID OWNER.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND
OFFICIAL SEAL ON THE DAY AND YEAR ABOVE WRITTEN.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

OWNER OF PT LOT 2173, PT LOT 2174,
AND LOTS 2175-2180
RJ PROPERTY HOLDINGS, LLC
AN OHIO LIMITED LIABILITY COMPANY
SUCCESSOR BY MERGER TO JRC, LLC

BY: RJ LAND MANAGEMENT, LLC, AN OHIO
LIMITED LIABILITY COMPANY, ITS MANAGER

BY: _____
HENRY JOE WALKER

TITLE: _____
MANAGER

STATE OF _____
COUNTY OF _____, SS

BE IT REMEMBERED, THAT ON THE THIS ____ DAY OF _____, 20____
BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY,
PERSONALLY CAME _____ ON BEHALF OF
RJ PROPERTY HOLDINGS, LLC, AN OHIO LIMITED LIABILITY COMPANY,
SUCCESSOR BY MERGER TO JRC, LLC, AND ACKNOWLEDGED THE
SIGNING OF THIS INSTRUMENT TO BE HIS VOLUNTARY ACT AND DEED
OF SAID OWNER.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND
OFFICIAL SEAL ON THE DAY AND YEAR ABOVE WRITTEN.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

BEING THE REPLAT OF LOTS 2652 AND 2739 OF THE
CONSECUTIVE LOT NUMBERS OF THE CITY OF BROOKVILLE,
AKA BROOKVILLE - RETAIL & INDUSTRIAL CAMPUS
PLAT BOOK 234, PG. 25 AND PLAT BOOK 238, PG. 22
SECTION 28, TOWN 6, RANGE 4 E,
MONTGOMERY COUNTY, OHIO
129.394 ACRES TOTAL

APPROVALS

APPROVED THIS ____ DAY OF _____, 20____ BY THE
PLANNING COMMISSION OF THE CITY OF BROOKVILLE, OHIO

CHAIRMAN _____

APPROVED AND ACCEPTED THIS ____ DAY OF _____
20____ BY THE COUNCIL OF THE CITY OF BROOKVILLE, OHIO

MAYOR _____

CLERK _____

COUNTY APPROVAL

FILE # XXXXXXXXX

MONTGOMERY COUNTY ENGINEER _____ DATE _____

CHECKED BY _____ DATE _____

OCCUPATION STATEMENT
LINES OF OCCUPATION (WHERE
EXISTING) IN GENERAL AGREE
WITH PROPERTY LINES.

PROPERTY LINES CALCULATED
FROM EXISTING MONUMENTATION
AND SURVEYS OF RECORD.

PERTINENT INFORMATION

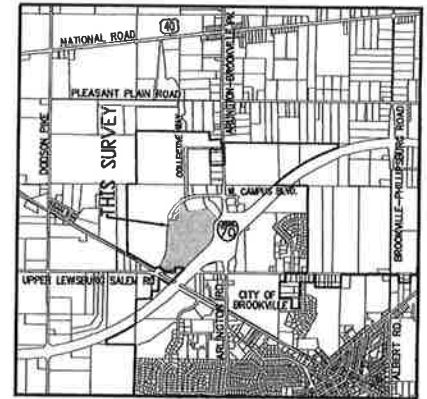
DMF 00-756003
PLAT BOOK 160, PAGE 19
PLAT BOOK 180, PAGE 35
PLAT BOOK 207, PAGE 1
PLAT BOOK 234, PAGE 25
PLAT BOOK 238, PAGE 22
LAND SURVEY 2000-0346
LAND SURVEY 2001-0256
LAND SURVEY 2002-0108
LAND SURVEY 2007-0133

DESCRIPTION

BEING THE SUBDIVISION OF LOT 2652 AND LOT 2739 OF THE
CONSECUTIVE LOT NUMBERS OF THE CITY OF BROOKVILLE, AKA
BROOKVILLE RETAIL AND INDUSTRIAL CAMPUS, SECTION TWO,
PLAT BOOK 234, PAGE 25 AND BROOKVILLE RETAIL AND
INDUSTRIAL CAMPUS, SECTION THREE, PLAT BOOK 238, PAGE 22,
SECTION 28, TOWN 6, RANGE 4 E, MONTGOMERY COUNTY, OHIO,
OWNED BY GENERAL MOTORS, LLC AS CONVEYED IN IR DEED
19-085642 AND IR DEED 22-001923 OF THE MONTGOMERY
COUNTY DEED RECORDS.

WESLEY D. GOUBEUX, P.S. #8254

DATE _____



VICINITY MAP

PLAT AUTHORIZATION - REPLAT OF PT LOT 2174

GENERAL MOTORS, LLC, THE OWNER OF LOT 2652 AND LOT 2739 HAS
CAUSED THE AREA LOCATED IN THE CITY OF BROOKVILLE, OHIO,
ENCOMPASSED BY THIS PLAT, TO BE SURVEYED, PLATTED, AND KNOWN
AS BROOKVILLE RETAIL AND INDUSTRIAL CAMPUS, SECTION FOUR.

OWNER: GENERAL MOTORS, LLC

BY: _____

TITLE: _____

STATE OF OHIO
COUNTY OF MONTGOMERY, SS

BE IT REMEMBERED, THAT ON THE THIS ____ DAY OF _____, 20____
BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY,
PERSONALLY CAME _____ ON BEHALF OF
GENERAL MOTORS, LLC, AND ACKNOWLEDGED THE SIGNING OF THIS
INSTRUMENT TO BE HIS VOLUNTARY ACT AND DEED OF SAID OWNER.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND
OFFICIAL SEAL ON THE DAY AND YEAR ABOVE WRITTEN.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

CERTIFICATION

I HEREBY CERTIFY THIS PLAT WAS PREPARED IN ACCORDANCE WITH
O.A.C. CHAPTER 4733.37 STANDARDS OF PLAT OF SURVEYS AND ALSO
CONFORMS TO THE O.R.C. CHAPTER 711 FOR RECORD PLANS AND WAS
CONDUCTED UNDER MY DIRECT SUPERVISION AND BASED ON ACTUAL
FIELDWORK PERFORMED IN FEBRUARY, 2014 AND AUGUST, 2019. ALL
MEASUREMENTS ARE CORRECT AND MONUMENTS ARE SET OR TO BE
SET AS SHOWN. CURVE DISTANCES ARE MEASURED ON THE ARC.

PREPARED BY:

	PREPARED BY:	DATE:
	ChoiceOne	04-11-2023
	Engineering	DRAWN BY:
		WDG
	JOB NUMBER:	
	MOTBR02305	
	SHEET NUMBER	
		2 OF 2

SIDNEY, OHIO 937-497-0200
LOVELAND, OHIO 513-239-6554
www.CHOICEONEENGINEERING.com

FRELOTDATESTAMP Jun 2 23 3 25 09 PM CST-D

RESOLUTION NO. 23-09

**A RESOLUTION ESTABLISHING A NEW WAGE SCALE
FOR FULL-TIME HOURLY CITY EMPLOYEES.**

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROOKVILLE, OHIO THAT:

SECTION I: The following constitutes the wage scale for full-time hourly employees of the City of Brookville, Ohio and shall take effect the pay period that includes July 1, 2023.
(Annual yearly based on 52 (40 hour) work weeks)

STEPS						
<u>JOB TITLES</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
<u>SERV. DEPT. SUPT.</u>						
HOUR				\$38.96	\$40.71	\$42.54
YEAR				\$81,036.80	\$84,676.80	\$88,483.20
<u>FOREMAN</u>						
HOUR			\$30.95	\$32.34	\$33.79	\$35.31
YEAR			\$64,376.00	\$67,267.20	\$70,283.20	\$73,444.80
<u>STATE CERTIFIED TREATMENT PLANT OPERATOR</u>						
HOUR	\$27.51	\$28.75	\$30.04	\$31.39	\$32.80	\$34.28
YEAR	\$57,220.80	\$59,800.00	\$62,483.20	\$65,291.20	\$68,224.00	\$71,302.40
<u>FLEET MECHANIC</u>						
HOUR	\$27.51	\$28.75	30.04	\$31.39	\$32.80	\$34.28
YEAR	\$57,220.80	\$59,800.00	\$62,483.20	\$65,291.20	\$68,224.00	\$71,302.40
<u>MAINTENANCE WORKER II</u>						
HOUR	\$25.35	\$26.49	\$27.68	\$28.93	\$30.23	\$31.59
YEAR	\$52,728.00	\$55,099.20	\$57,574.40	\$60,174.40	\$62,878.40	\$65,707.20
<u>MAINTENANCE WORKER I</u>						
HOUR	\$21.45	\$22.42	\$23.43	\$24.48	\$25.58	\$26.73
YEAR	\$44,616.00	\$46,633.60	\$48,734.40	\$50,918.40	\$53,206.40	\$55,598.40
<u>DEPUTY CLERK II</u>						
HOUR	\$23.23	\$24.28	\$25.37	\$26.51	\$27.70	\$28.95
YEAR	\$48,318.40	\$50,502.40	\$52,769.60	\$55,140.80	\$57,616.00	\$60,216.00
<u>DEPUTY CLERK I</u>						
HOUR	\$21.40	\$22.36	\$23.37	\$24.42	\$25.52	\$26.66
YEAR	\$44,512.00	\$46,508.80	\$48,609.60	\$50,793.60	\$53,081.60	\$55,452.80
<u>POLICE & FIRE SECRETARY</u>						
HOUR	\$19.51	\$20.39	\$21.31	\$22.27	\$23.27	\$24.32
YEAR	\$40,580.80	\$42,411.20	\$44,324.80	\$46,321.60	\$48,401.60	\$50,585.60
<u>POLICE MAJOR</u>						
HOUR				\$38.96	\$40.71	\$42.54
YEAR				\$81,036.80	\$84,676.80	\$88,483.20
<u>POLICE & FIRE CAPTAIN</u>						
HOUR				\$36.32	\$37.95	\$39.66
YEAR				\$75,545.60	\$78,936.00	\$82,492.80
<u>POLICE PATROLMAN</u>						
				(AS PER CONTRACT)		

RESOLUTION NO. 23-09

**A RESOLUTION ESTABLISHING A NEW WAGE SCALE
FOR FULL-TIME HOURLY CITY EMPLOYEES.**

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROOKVILLE, OHIO THAT:

SECTION I: The following constitutes the wage scale for full-time hourly employees of the City of Brookville, Ohio and shall take effect the pay period that includes January 1, 2024.

(Annual yearly based on 52 (40 hour) work weeks)

STEPS

JOB TITLES

B

D

F

SERV. DEPT. SUPT.

HOUR	\$39.74	\$41.53	\$43.40
YEAR	\$82,659.20	\$86,382.40	\$90,272.00

FOREMAN

HOUR	\$31.57	\$32.99	\$34.47	\$36.02
YEAR	\$65,665.60	\$68,619.20	\$71,697.60	\$74,921.60

STATE CERTIFIED TREATMENT PLANT OPERATOR

HOUR	\$28.06	\$29.32	\$30.64	\$32.02	\$33.46	\$34.97
YEAR	\$58,364.80	\$60,985.60	\$63,731.20	\$66,601.60	\$69,596.80	\$72,737.60

FLEET MECHANIC

HOUR	\$28.06	\$29.32	30.64	\$32.02	\$33.46	\$34.97
YEAR	\$58,364.80	\$60,985.60	\$63,731.20	\$66,601.60	\$69,596.80	\$72,737.60

MAINTENANCE WORKER II

HOUR	\$25.86	\$27.02	\$28.24	\$29.51	\$30.84	\$32.22
YEAR	\$53,788.80	\$56,201.60	\$58,739.20	\$61,380.80	\$64,147.20	\$67,017.60

MAINTENANCE WORKER I

HOUR	\$21.88	\$22.86	\$23.89	\$24.97	\$26.09	\$27.26
YEAR	\$45,510.40	\$47,548.80	\$49,691.20	\$51,937.60	\$54,267.20	\$56,700.80

DEPUTY CLERK II

HOUR	\$23.69	\$24.76	\$25.87	\$27.03	\$28.25	\$29.52
YEAR	\$49,275.20	\$51,500.80	\$53,809.60	\$56,222.40	\$58,760.00	\$61,401.60

DEPUTY CLERK I

HOUR	\$21.83	\$22.81	\$23.84	\$24.91	\$26.03	\$27.20
YEAR	\$45,406.40	\$47,444.80	\$49,587.20	\$51,812.80	\$54,142.40	\$56,576.00

POLICE & FIRE SECRETARY

HOUR	\$19.90	\$20.80	\$21.74	\$22.72	\$23.74	\$24.81
YEAR	\$41,392.00	\$43,264.00	\$45,219.20	\$47,257.60	\$49,379.20	\$51,604.80

POLICE MAJOR

HOUR	\$39.74	\$41.53	\$43.40
YEAR	\$82,659.20	\$86,382.40	\$90,272.00

POLICE & FIRE CAPTAIN

HOUR	\$37.05	\$38.71	\$40.45
YEAR	\$77,064.00	\$80,516.80	\$84,136.00

POLICE PATROLMAN

(AS PER CONTRACT)

RESOLUTION NO. 23-09

Page 2

SECTION II: All employees will be hired on at least a one-year probationary period. Normal progression is starting at Step A, and at completion of the probationary period move to Step B. Progression through the remaining steps shall be on an annual basis from date of last step increase based upon satisfactory performance evaluation. The City Manager may, if necessary, start more qualified and experienced personnel at a higher step in order to fill a position that would then follow the normal progression through the remaining steps.

SECTION III: A full-time employee who possess an Associate’s degree from a two (2) year program at an accredited college, a Bachelor of Arts or Bachelor of Sciences degree, from a four (4) year program at an accredited college or university, or a Master’s degree and who has successfully passed their probationary period as a full-time employee shall receive the following additional pay supplement:

<u>Degree</u>	<u>Amount</u>
Job Related Associate’s Degree	\$0.24/hour
Job Related Bachelor’s Degree	\$0.36/hour
Job Related Master’s Degree	\$0.48/hour

SECTION IV: If any sentence, clause, or section or part of this Resolution is found to be unconstitutional, illegal, or invalid, such unconstitutionality, illegality, or invalidity shall affect only such clause, sentence, section, or part of this Resolution, and shall not affect or impair any of the remaining provisions, sentences, clauses, sections, or other parts of this Resolution. It is hereby declared to be the intention of the Council of the City of Brookville that this Resolution would have been adopted had such unconstitutional, illegal, or invalid sentence, clause, section, or part thereof not been included herein.

SECTION V: This Resolution shall revoke and rescind any Ordinance or Resolution or any part thereof that are in conflict herewith.

Passed this _____ day of _____ 2023.

ATTEST:

Kimberly Duncan, Clerk

Charles Letner, Mayor

CERTIFICATE

The undersigned, Clerk of the City of Brookville, Ohio does hereby certify that the foregoing is a true and correct copy of Resolution No. 23-09 passed by the Council of said City on the _____ day of _____ 2023.

Kimberly Duncan, Clerk

CERTIFICATE OF POSTING

The undersigned, Clerk of Council of the City of Brookville, Ohio, hereby certifies that the foregoing Resolution No. 23-09 was posted at the City Building, U.S. Post Office and the Brookville Branch of the Montgomery County Public Library, Brookville, Ohio, on the _____ day of _____ 2023, to the _____ day of _____ 2023, both days inclusive.

Kimberly Duncan, Clerk

RESOLUTION NO. 23-10

A RESOLUTION ESTABLISHING A NEW WAGE SCALE FOR SEASONAL AND/OR TEMPORARY, AND PERMANENT PART-TIME HOURLY CITY EMPLOYEES.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROOKVILLE, OHIO, THAT:

SECTION I: The following constitutes the wage scale for seasonal and/or temporary hourly employees of the City of Brookville, Ohio and shall take effect the pay period that includes July 1, 2023:

	<u>STEPS</u>				
	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
Seasonal and/or Temporary	\$10.54	\$11.01	\$11.51	\$12.03	\$12.57

SECTION II: The following constitutes the wage scale for seasonal and/or temporary hourly employees of the City of Brookville, Ohio and shall take effect the pay period that includes January 1, 2024:

	<u>STEPS</u>				
	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
Seasonal and/or Temporary	\$10.75	\$11.23	\$11.74	\$12.27	\$12.82

SECTION III: The following constitutes the wage scale for permanent part-time hourly employees of the City of Brookville, Ohio, including City of Brookville Fire Department employees staffing a fire station Sunday through Saturday from 0000-2400 hours and shall take effect the pay period that includes July 1, 2023:

	<u>STEPS</u>				
	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
Part-time I	\$11.29	\$11.80	\$12.33	\$12.88	\$13.46
Part-time II	\$14.09	\$14.72	\$15.38	\$16.07	\$16.79
Part-time III	\$17.54	\$18.33	\$19.16	\$20.02	\$20.92

SECTION IV: The following constitutes the wage scale for permanent part-time hourly employees of the City of Brookville, Ohio, including City of Brookville Fire Department employees staffing a fire station Sunday through Saturday from 0000-2400 hours and shall take effect the pay period that includes January 1, 2024:

	<u>STEPS</u>				
	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
Part-time I	\$11.52	\$12.04	\$12.58	\$13.15	\$13.74
Part-time II	\$14.37	\$15.02	\$15.69	\$16.39	\$17.13
Part-time III	\$17.89	\$18.70	\$19.54	\$20.42	\$21.34

SECTION V: All seasonal and/or temporary, and permanent part-time will be placed according to their training, qualifications and experience into one of the step “levels” based on the Department Head’s decision, and approved by the City Manager. Any progression from any step to another step, will be based upon satisfactory performance evaluation, and the need for such step level as determined by the Department Head and approval by the City Manager.

Present employees not fitting into one of the pay step levels, will retain their present rate of pay, or be placed in the nearest, higher rate, as approved by the Department Head and City Manager.

SECTION VI: City of Brookville Fire Department variable hour employees participating in voluntary activities, such as details, meetings, community activities and supervisory positions (Officer Pay), shall be eligible to receive a quarterly stipend for their volunteer service.

The quarterly stipend for all activities, not including Officer Pay, shall not exceed \$270 per quarter, per employee.

The Supervisory stipend, Officer Pay, shall not exceed \$175.00 quarterly for any Captain, or \$135.00 quarterly for any Lieutenant.

SECTION VII: If any sentence, clause, section or part of this Resolution is found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall affect only such clause, sentence, section or part of this Resolution and shall not effect or impair any of the remaining provisions, sentences, clauses, sections or other parts of this Resolution. It is hereby declared to be the intention of the Council of the City of Brookville that this Resolution would have been adopted had such unconstitutional, illegal, or invalid sentence, clause, section or part thereof not been included herein.

SECTION VIII: This Resolution shall revoke and rescind any Resolution that is in conflict herewith.

PASSED this _____ day of _____ 2023.

ATTEST:

Kimberly Duncan, Clerk

Charles Letner, Mayor

CERTIFICATE

The undersigned, Clerk of the City of Brookville, Ohio, does hereby certify that the foregoing is a true and correct copy of Resolution No. 23-10 passed by the Council of the City of Brookville, Ohio, on the _____ day of _____ 2023.

Kimberly Duncan, Clerk

CERTIFICATE OF POSTING

The undersigned, Clerk of the City of Brookville, Ohio, hereby certifies that the foregoing Resolution No. 23-10 was posted at the City Building, U.S. Post Office and the Brookville Branch of the Montgomery County Public Library, Brookville, Ohio, on the _____ day of _____ 2023 to the _____ day _____ 2023 both days inclusive.

Kimberly Duncan, Clerk

No.

RESOLUTION NO. 23-11

Passed

Yr.

A RESOLUTION ESTABLISHING THE COMPENSATION OF THE CLERK OF COUNCIL.

WHEREAS, the City Charter requires that a Resolution be passed establishing the compensation of the Clerk of Council.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROOKVILLE, OHIO, THAT:

SECTION I: The salary of the Clerk of Council shall take effect the pay period that includes July 1, 2023 and shall be \$31.55 hourly.

SECTION II: The salary of the Clerk of Council shall take effect the pay period that includes January 1, 2024 and shall be \$32.18 hourly.

SECTION III: A full-time employee who possess an Associate's degree from a two (2) year program at an accredited college, or a Bachelor of Arts or Bachelor of Sciences degree from a four (4) year program at an accredited college or university, or a Master's degree and who has successfully passed their probationary period as a full-time employee shall receive the following additional pay supplement:

<u>Degree</u>	<u>Amount</u>
Job Related Associate's Degree	\$0.24/hour
Job Related Bachelor's Degree	\$0.36/hour
Job Related Master's Degree	\$0.48/hour

SECTION IV: If any sentence, clause, section or part of this Resolution is found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall affect only such clause, sentence, section or part of this Resolution and shall not effect or impair any of the remaining provisions, sentences, clauses, sections or other parts of this Resolution. It is hereby declared to be the intention of the Council of the City of Brookville that this Resolution would have been adopted had such unconstitutional, illegal, or invalid sentence, clause, section or part thereof not been included herein.

SECTION V: This Resolution shall revoke and rescind any Resolution that is in conflict herewith.

PASSED this _____ day of _____ 2023.

ATTEST:

Kimberly Duncan, Clerk

Charles Letner, Mayor

CERTIFICATE

The undersigned, Clerk of the City of Brookville, Ohio does hereby certify that the foregoing is a true and correct copy of Resolution No. 23-11 passed by the Council of said City on the _____ day of _____ 2023.

Kimberly Duncan, Clerk

CERTIFICATE OF POSTING

The undersigned, Clerk of Council of the City of Brookville, Ohio, hereby certifies that the foregoing Resolution No. 23-11 was posted at the City Building, U.S. Post Office and the Brookville Branch of the Montgomery County Public Library, Brookville, Ohio, on the _____ day of _____ 2023, to the _____ day of _____ 2023, both days inclusive.

Kimberly Duncan, Clerk

No.

RESOLUTION NO. 23-12

Passed

Yr.

A RESOLUTION ESTABLISHING THE COMPENSATION OF THE CITY MANAGER.

WHEREAS, the City Charter requires that a Resolution be passed establishing the compensation of the City Manager.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROOKVILLE, OHIO, THAT:

SECTION I: The salary of the City Manager shall take effect the pay period that includes July 1, 2023 and shall be \$4,331.08 biweekly.

SECTION II: The salary of the City Manager shall take effect the pay period that includes January 1, 2024 and shall be \$4,417.70 biweekly.

SECTION III: A full-time employee who possess an Associate's degree from a two (2) year program at an accredited college, or a Bachelor of Arts or Bachelor of Sciences degree from a four (4) year program at an accredited college or university, or a Master's degree and who has successfully passed their probationary period as a full-time employee shall receive the following additional pay supplement:

<u>Degree</u>	<u>Amount</u>
Job Related Associate's Degree	\$0.24/hour
Job Related Bachelor's Degree	\$0.36/hour
Job Related Master's Degree	\$0.48/hour

SECTION IV: If any sentence, clause, section or part of this Resolution is found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall affect only such clause, sentence, section or part of this Resolution and shall not effect or impair any of the remaining provisions, sentences, clauses, sections or other parts of this Resolution. It is hereby declared to be the intention of the Council of the City of Brookville that this Resolution would have been adopted had such unconstitutional, illegal, or invalid sentence, clause, section or part thereof not been included herein.

SECTION V: This Resolution shall revoke and rescind any Resolution that is in conflict herewith.

PASSED this _____ day of _____ 2023.

ATTEST:

Kimberly Duncan, Clerk

Charles Letner, Mayor

CERTIFICATE

The undersigned, Clerk of the City of Brookville, Ohio does hereby certify that the foregoing is a true and correct copy of Resolution No. 23-12 passed by the Council of said City on the _____ day of _____ 2023.

Kimberly Duncan, Clerk

CERTIFICATE OF POSTING

The undersigned, Clerk of Council of the City of Brookville, Ohio, hereby certifies that the foregoing Resolution No. 23-12 as posted at the City Building, U.S. Post Office and the Brookville Branch of the Montgomery County Public Library, Brookville, Ohio, on the _____ day of _____ 2023, to the _____ day of _____ 2023 both days inclusive.

Kimberly Duncan, Clerk

No. **RESOLUTION NO. 23-13** Passed _____ Yr. _____

A RESOLUTION ESTABLISHING THE COMPENSATION OF THE LAW DIRECTOR.

WHEREAS, the City Charter requires that a Resolution be passed establishing the compensation of the Law Director.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROOKVILLE, OHIO, THAT:

SECTION I: The salary of the Law Director shall take effect the pay period that includes July 1, 2023 and shall be \$3,412.50 biweekly.

SECTION II: The salary of the Law Director shall take effect the pay period that includes January 1, 2024 and shall be \$3,480.75 biweekly.

SECTION III: A full-time employee who possess an Associate's degree from a two (2) year program at an accredited college, or a Bachelor of Arts or Bachelor of Sciences degree from a four (4) year program at an accredited college or university, or a Master's degree and who has successfully passed their probationary period as a full-time employee shall receive the following additional pay supplement:

<u>Degree</u>	<u>Amount</u>
Job Related Associate's Degree	\$0.24/hour
Job Related Bachelor's Degree	\$0.36/hour
Job Related Master's Degree	\$0.48/hour

SECTION IV: If any sentence, clause, section or part of this Resolution is found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall affect only such clause, sentence, section or part of this Resolution and shall not effect or impair any of the remaining provisions, sentences, clauses, sections or other parts of this Resolution. It is hereby declared to be the intention of the Council of the City of Brookville that this Resolution would have been adopted had such unconstitutional, illegal, or invalid sentence, clause, section or part thereof not been included herein.

SECTION V: This Resolution shall revoke and rescind any Resolution that is in conflict herewith.

PASSED this _____ day of _____ 2023.

ATTEST:

Kimberly Duncan, Clerk

Charles Letner, Mayor

CERTIFICATE

The undersigned, Clerk of the City of Brookville, Ohio does hereby certify that the foregoing is a true and correct copy of Resolution No. 23-13 passed by the Council of said City on the _____ day of _____ 2023.

Kimberly Duncan, Clerk

CERTIFICATE OF POSTING

The undersigned, Clerk of Council of the City of Brookville, Ohio, hereby certifies that the foregoing Resolution No. 23-13 as posted at the City Building, U.S. Post Office and the Brookville Branch of the Montgomery County Public Library, Brookville, Ohio, on the _____ day of _____ 2023, to the _____ day of _____ 2023 both days inclusive.

Kimberly Duncan, Clerk

No.

RESOLUTION NO. 23-14

Passed

Yr.

A RESOLUTION ESTABLISHING THE COMPENSATION OF THE DIRECTOR OF FINANCE.

WHEREAS, the City Charter requires that a Resolution be passed establishing the compensation of the Director of Finance.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROOKVILLE, OHIO, THAT:

SECTION I: The salary of the Director of Finance shall take effect the pay period that includes July 1, 2023 and shall be \$3,321.89 biweekly.

SECTION II: The salary of the Director of Finance shall take effect the pay period that includes January 1, 2024 and shall be \$3,388.33 biweekly.

SECTION III: A full-time employee who possess an Associate's degree from a two (2) year program at an accredited college, or a Bachelor of Arts or Bachelor of Sciences degree from a four (4) year program at an accredited college or university, or a Master's degree and who has successfully passed their probationary period as a full-time employee shall receive the following additional pay supplement:

<u>Degree</u>	<u>Amount</u>
Job Related Associate's Degree	\$0.24/hour
Job Related Bachelor's Degree	\$0.36/hour
Job Related Master's Degree	\$0.48/hour

SECTION IV: If any sentence, clause, section or part of this Resolution is found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall affect only such clause, sentence, section or part of this Resolution and shall not effect or impair any of the remaining provisions, sentences, clauses, sections or other parts of this Resolution. It is hereby declared to be the intention of the Council of the City of Brookville that this Resolution would have been adopted had such unconstitutional, illegal, or invalid sentence, clause, section or part thereof not been included herein.

SECTION V: This Resolution shall revoke and rescind any Resolution that is in conflict herewith.

PASSED this _____ day of _____ 2023.

ATTEST:

Kimberly Duncan, Clerk

Charles Letner, Mayor

CERTIFICATE

The undersigned, Clerk of the City of Brookville, Ohio does hereby certify that the foregoing is a true and correct copy of Resolution No.23-14 passed by the Council of said City on the _____ day of _____ 2023.

Kimberly Duncan, Clerk

CERTIFICATE OF POSTING

The undersigned, Clerk of Council of the City of Brookville, Ohio, hereby certifies that the foregoing Resolution No. 23-14 was posted at the City Building, U.S. Post Office and the Brookville Branch of the Montgomery County Public Library, Brookville, Ohio, on the _____ day of _____ 2023, to the _____ day of _____ 2023, both days inclusive.

Kimberly Duncan, Clerk

No.

RESOLUTION NO. 23-15

Passed

Yr.

A RESOLUTION ESTABLISHING THE COMPENSATION OF THE DIRECTOR OF FIRE.

WHEREAS, the City Charter requires that a Resolution be passed establishing the compensation of the Director of Fire.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROOKVILLE, OHIO, THAT:

SECTION I: The salary of the Director of Fire shall take effect the pay period that includes July 1, 2023 and shall be \$3,699.91 biweekly.

SECTION II: The salary of the Director of Fire shall take effect the pay period that includes January 1, 2024 and shall be \$3,773.91 biweekly.

SECTION III: Any full-time employee who possess an Associate's degree from a two (2) year program at an accredited college, or a Bachelor of Arts or Bachelor of Sciences degree from a four (4) year program at an accredited college or university, or a Master's degree and who has successfully passed their probationary period as a full-time employee shall receive the following additional pay supplement:

<u>Degree</u>	<u>Amount</u>
Job Related Associate's Degree	\$0.24/hour
Job Related Bachelor's Degree	\$0.36/hour
Job Related Master's Degree	\$0.48/hour

SECTION IV: If any sentence, clause, section or part of this Resolution is found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall affect only such clause, sentence, section or part of this Resolution and shall not effect or impair any of the remaining provisions, sentences, clauses, sections or other parts of this Resolution. It is hereby declared to be the intention of the Council of the City of Brookville that this Resolution would have been adopted had such unconstitutional, illegal, or invalid sentence, clause, section or part thereof not been included herein.

SECTION V: This Resolution shall revoke and rescind any Resolution that is in conflict herewith.

PASSED this _____ day of _____ 2023.

ATTEST:

Kimberly Duncan, Clerk

Charles Letner, Mayor

CERTIFICATE

The undersigned, Clerk of the City of Brookville, Ohio does hereby certify that the foregoing is a true and correct copy of Resolution No. 23-15 passed by the Council of said City on the _____ day of _____ 2023.

Kimberly Duncan, Clerk

CERTIFICATE OF POSTING

The undersigned, Clerk of Council of the City of Brookville, Ohio, hereby certifies that the foregoing Resolution No. 23-15 was posted at the City Building, U.S. Post Office and the Brookville Branch of the Montgomery County Public Library, Brookville, Ohio, on the _____ day of _____ 2023, to the _____ day of _____ 2023, both days inclusive.

Kimberly Duncan, Clerk

No. **RESOLUTION NO. 23-16** Passed _____ Yr. _____

A RESOLUTION ESTABLISHING THE COMPENSATION OF THE DIRECTOR OF POLICE.

WHEREAS, the City Charter requires that a Resolution be passed establishing the compensation of the Director of Police.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROOKVILLE, OHIO, THAT:

SECTION I: The salary of the Director of Police shall take effect the pay period that includes July 1, 2023 and shall be \$3,699.91 biweekly.

SECTION II: The salary of the Director of Police shall take effect the pay period that includes January 1, 2024 and shall be \$3,773.91 biweekly.

SECTION III: Any full-time employee who possess an Associate's degree from a two (2) year program at an accredited college, or a Bachelor of Arts or Bachelor of Sciences degree from a four (4) year program at an accredited college or university, or a Master's degree and who has successfully passed their probationary period as a full-time employee shall receive the following additional pay supplement:

<u>Degree</u>	<u>Amount</u>
Job Related Associate's Degree	\$0.24/hour
Job Related Bachelor's Degree	\$0.36/hour
Job Related Master's Degree	\$0.48/hour

SECTION IV: If any sentence, clause, section or part of this Resolution is found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall affect only such clause, sentence, section or part of this Resolution and shall not effect or impair any of the remaining provisions, sentences, clauses, sections or other parts of this Resolution. It is hereby declared to be the intention of the Council of the City of Brookville that this Resolution would have been adopted had such unconstitutional, illegal, or invalid sentence, clause, section or part thereof not been included herein.

SECTION V: This Resolution shall revoke and rescind any Resolution that is in conflict herewith.

PASSED this _____ day of _____ 2023.

ATTEST:

Kimberly Duncan, Clerk

Charles Letner, Mayor

CERTIFICATE

The undersigned, Clerk of the City of Brookville, Ohio does hereby certify that the foregoing is a true and correct copy of Resolution No. 23-16 passed by the Council of said City on the _____ day of _____ 2023.

Kimberly Duncan, Clerk

CERTIFICATE OF POSTING

The undersigned, Clerk of Council of the City of Brookville, Ohio, hereby certifies that the foregoing Resolution No. 23-16 was posted at the City Building, U.S. Post Office and the Brookville Branch of the Montgomery County Public Library, Brookville, Ohio, on the _____ day of _____ 2023 to the _____ day of _____ 2023 both days inclusive.

Kimberly Duncan, Clerk

RESOLUTION NO. 23-19

No. _____

Passed _____

Yr. _____

A RESOLUTION APPROVING THE PLAN OF OPERATION AND GOVERNANCE FOR THE MIAMI VALLEY COMMUNICATIONS COUNCIL ELECTRIC AND NATURAL GAS AGGREGATION PROGRAM, FOR THE PURPOSE OF JOINTLY ESTABLISHING AND IMPLEMENTING AN ELECTRIC AND NATURAL GAS PROGRAM FOR THE CITY OF BROOKVILLE, OHIO, AND DECLARING IT AN EMERGENCY.

WHEREAS, this Council enacted Ordinance No. 2023-01 authorizing the City to establish electric and natural gas aggregation programs pursuant to Section 4928.20 and Section 4929.26, of the Ohio Revised Code (the "Aggregation Programs") for the residents, businesses, and other electric and natural gas consumers in the City, and for that purpose, to act jointly with any other municipal corporation, township, or county or other political subdivision of the State of Ohio, as permitted by law; and

WHEREAS, by joining the Miami Valley Communications Council ("MVCC"), the city will be able to act jointly with other member political subdivisions and thereby maximize the potential benefits of electric and natural gas deregulation through group purchasing efforts; and

WHEREAS, this Council pursuant to Section 4928.20 and Section 4929.26 of the Ohio Revised Code, has held two (2) public hearings on the Plan of Operation and Governance for the MVCC electric and natural gas aggregation programs.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROOKVILLE, OHIO, THAT:

SECTION I: It is hereby found and determined that this Council held two (2) public hearings, with the first hearing taking place on the 6th day of June 2023 at 3:00 p.m., and the second hearing taking place on the 6th day of June 2023 at 6:30 p.m., with each hearing meeting the necessary notice requirements as set forth in Section 4928.20 and Section 4929.26 of the Ohio Revised Code.

SECTION II: This Council hereby approves and adopts the Plan of Operation and Governance of the MVCC electric aggregation program to this Council and on file with the Clerk, with a copy of said Plan attached substantially similar in form as Exhibit "A" attached hereto.

SECTION III: This Council hereby approves and adopts the Plan of Operation and Governance of the MVCC natural gas aggregation program to this Council and on file with the Clerk, with a copy of said Plan attached substantially similar in form as Exhibit "B" attached hereto.

SECTION IV: This Council hereby joins MVCC to act jointly with other member and affiliate political subdivisions for the acquisition and aggregation of electric and natural gas supply.

SECTION V: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were taken in an open meeting of this Council, and that all deliberations of this Council and any committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

SECTION VI: This Resolution is hereby declared an emergency measure for the immediate preservation of the public peace, health, safety, and welfare of the citizens of the City of Brookville, Ohio and to ensure the timely submission of the adopted Resolution to MVCC so the City of Brookville can act jointly with other members and affiliate political subdivisions for the aggregation of electric and natural gas.

PASSED this _____ day of _____, 2023.

ATTEST:

Kimberly Duncan, Clerk

Charles Letner, Mayor

CERTIFICATE

The undersigned, Clerk of the City of Brookville, does hereby certify that the foregoing is a true and correct copy of Resolution No. 23-19, passed by the Council of the City of Brookville, Ohio, on the _____ day of _____, 2023.

Kimberly Duncan, Clerk

CERTIFICATE OF POSTING

The undersigned, Clerk of the City of Brookville, Ohio, hereby certifies that the foregoing Resolution No. 23-19 was posted at the City Building, US Post Office and the Brookville Branch of the Montgomery County Public Library, Brookville, Ohio, on the _____ day of _____, 2023, to the _____ day of _____, 2023, both days inclusive.

Kimberly Duncan, Clerk

EXHIBIT "A"

**Miami Valley
Communications Council**

**Electric Power Aggregation
Operation and Governance
Plan**

For additional information contact Miami Valley Communications Council:

Jay Weiskircher, Executive Director

Phone: 937-424-1660

Email: jweiskircher@mvcc.net

Introduction

The Miami Valley Communications Council (“MVCC”) has developed this Plan of Operation and Governance on behalf of its member and affiliate communities regarding government aggregation of firm, full requirements power supply electric for its consumers (the “Plan” or “Aggregation Program”). The Plan contains information on the structure, governance, operations, management, funding, and policies of the Aggregation Program to be utilized for participating consumers.

MVCC was formed in 1975 as a council of governments according to chapter 167 of the Ohio Revised Code. MVCC has acted as an agent for its members and affiliate communities to monitor, regulate and administer common cable television franchise agreements, manage the operation of the council’s cable access television channels, and develop and implement intergovernmental projects. The council is governed by a policy-making body consisting of delegates representing member cities. The council also has affiliate agreements with 24 other Miami Valley cities.

Now MVCC communities wish to proceed jointly to authorize MVCC to perform as their agent for development and administration of the Aggregation Program. Current Program members are the municipalities of Centerville, Germantown, Kettering, West Carrollton, Trotwood, Brookville, Englewood, Xenia, and Miamisburg. The Program may add other communities and thereby combine additional residential and small commercial customers into a buying pool that will be attractive to third party suppliers (Suppliers). Participation in the Program is voluntary. Any individual customer can decline to be a member of the aggregation program and remain with the AES (Local Utility) standard offer of service or to enter into a service contract with any competitive retail electric supplier.

The MVCC communities have passed the necessary ordinances to place the issue of electric governmental aggregation on the ballot. Voters in each community approved electric aggregation and the community decided to utilize MVCC and the following Plan outlined below. This Plan will not be adopted until two public hearings are held in accordance with Section 4928.20(C) of the Ohio Revised Code.

Process

This Plan allows municipalities to join as either an opt-in municipality (“OIM”) or an opt-out municipality (“OOM”).

If a community joins the Program as an OIM, that community’s eligible residential and small business customers in the authorized areas shall receive an offer letter setting forth the rates, terms, and conditions of the program. To participate the eligible residential and

small business customers must affirmatively enroll in the Program by a specific deadline described in the offer letter.

If a community elects to become an OOM, all eligible residential and small business customers in the authorized areas of MVCC are automatically included as participants in the Aggregation Program unless they opt-out of the program by providing written notice of their intention not to participate. As required by Ohio Law, the various communities jointly participating in the MVCC electric governmental aggregation passed a Resolution or Ordinance, which authorized submitting the selection of opt-out aggregation to the community's voters. The voters approved opt-out aggregation in each community and the community decided to join the MVCC Program.

In addition to each community joining the MVCC program, it is also required to comply with various PUCO regulations. As required by PUCO regulations MVCC will file an application with the PUCO for certification as a Government Aggregator after MVCC approves this Plan. As required by regulations, MVCC advertised public hearing dates to discuss the Plan and held two hearings on the Plan.

MVCC anticipates selection of a Provider after receiving approval from the PUCO as a governmental aggregator. Upon Provider selection an opt-out notice for the MVCC Program will be sent to all eligible electric customers in MVCC's OOM communities setting forth the rates, terms, and conditions of the program. This notice will provide potential Aggregation participants at least 21 days to return an opt-out card or other similar notice.

Contract

The focus of the MVCC Aggregation Program, as noted above, will be the acquisition of competitive prices and terms for power supply. The prices will be set through a competitive process and fully disclosed in either opt-in or opt-out consumer material provided to the potential consumer participants. Each Aggregation consumer shall be individually bound by the terms and conditions found in either the opt-out notice or opt-in letter and the Contract. Each Aggregation participant shall be solely responsible for payment and performance. Said charges shall take the form of either a fixed price or a price representing a percentage or price below the electric distribution utility's ("EDU") avoidable costs ("Avoidable") or Price to compare ("PTC"). These charges will also be available by calling the Provider's toll-free customer service telephone number.

MVCC Program's Retail Electric Generation Provider shall meet each of the following requirements:

- Has sufficient power supplies arranged and structure in place to provide retail firm power to the Members.

- Has a Federal Power Marketer license with the Federal Energy Regulatory Commission.
- Is certified as a CRES by the PUCO.
- Registered as a generation supplier with the EDU prior to flowing power to Members.
- Has appropriate Transmission Service agreement(s) in place to serve the Members.
- Has or has arranged for an Electronic Data Interchange computer network that is capable of handling MVCC's Members requirements with the EDU.
- Has the ability to educate Members on the MVCC Aggregation Program.
- Has or has arranged for a call center capable of handling MVCC's Aggregation Group customer calls.
- Has a toll-free number as required by the PUCO for customer service inquiries and potential complaints related to the MVCC Program.
- Will hold MVCC financially harmless from any financial obligations arising from supplying power to the Members.
- Satisfies the EDU's and MVCC's credit requirements.
- Will assist the MVCC group and its consultant in filing reports required by the PUCO and Sections 4805.10(A), 4911.18(A) and 4928.06(F) of the Ohio Revised Code.

Definitions

To clarify certain terminology, the following terms shall have the meanings set forth below:

"Aggregation Program" or "Program" means the program developed by MVCC, as a Government Aggregator under Section 4928.20 Ohio Revised Code, to provide eligible residential and small business consumers with retail electric generation services.

"Government Aggregator" means Miami Valley Communications Council using its legislative authority to act as an aggregator for the provision of a competitive retail electric service under the authority conferred under Section 4928.20 of the Ohio Revised Code.

"Member" or "Aggregation Participant" means a person or consumer enrolled in the MVCC Program for competitive retail electric services.

"Retail Electric Generation Provider" ("Provider") means an entity certified by the Public Utilities Commission of Ohio ("PUCO") to provide competitive retail electric service(s), and which is chosen by MVCC to be the entity responsible to provide the required service related to Government Aggregation as defined in Section 4928.20 of the Ohio Revised Code and applicable provisions of the rules of the PUCO.

"Competitive Retail Electric Service" ("CRES") means a component of electric retail service that is deemed competitive pursuant to the Ohio Revised Code or pursuant to an order of the PUCO.

Governmental Aggregation Services

The Aggregation Program is designed to reduce the amount participating consumers pay for electric energy, and to gain other favorable economic and non-economic benefits from Ohio's competitive retail electric market. The Aggregation Program achieves the favorable benefits by combining the electric loads of residential customers and small commercial consumers into a buying group ("Aggregation Group"). MVCC will not buy and resell power but will represent consumers interests as a purchasing agent ("Purchasing Agent") for the Aggregation Group. This means that MVCC will be a Governmental Aggregator, as defined by Ohio law and the rules established by the PUCO, and shall act on behalf of eligible residential and small commercial consumers in the MVCC municipalities to: 1) select a Retail Electric Generation Provider ("Provider") to supply the Aggregation Group; 2) negotiate the terms of supply between the Provider and each Aggregation participant; and 3) oversee the enrollment procedures administered by the Provider.

Provider

MVCC will use its Provider to perform and manage aggregation services for its Members. The Provider shall provide adequate, accurate, and understandable pricing terms and conditions of service, including any switching fees and the conditions under which a Member may rescind a contract without penalty. The Provider must provide MVCC or its authorized consultant, if requested, an electronic file containing the Members usage, and charges. Upon request this information shall be sent to MVCC or its authorized consultant within 30 days. The Provider must have local and/or a toll-free number for Members to call.

Database

The MVCC will provide a letter to the Provider authorizing the Provider to obtain the list of eligible customers from the local utility and will be relying on the EDU to provide an accurate list of eligible customers. The consultant and Provider will use that list and remove customer records that have returned opt-out forms, are Percentage of Income Payment Plan (PIPP) customers or are ineligible due to being a mercantile customer.

The Provider will build and maintain a database of all Members. The database will include all necessary information for the Provider and MVCC to serve the Aggregation. This information includes but is not limited to the name, address, account number or other EDU identifying number(s), and Retail Electric Generation Provider's account number of the Member, and other pertinent information such as rate code, rider code (if applicable), most recent 12 months of usage and demand, and meter read cycle. This database will be updated

and provided to MVCC and/or its consultant at least every quarter. Accordingly, the Provider will implement a process to accommodate at Members that: 1) leave the program due to relocation, opting out, etc.; 2) decide to enter or opt-into the Program; 3) relocate within eligible areas within the boundaries of MVCC member communities; and 4) move into the MVCC member communities boundaries and desire to enter or opt-in to the Program. This database shall also be capable of removing PIPP customers from the Program, should that be necessary, and those who have opted out. The Provider will use this database to perform bill audits for clerical and mathematical accuracy of Member generation supply bills.

Member Education

The Provider will develop, with the assistance of MVCC and its authorized consultant, a retail electric competition consumer educational program that generally explains the Aggregation Program to its Members. The program will, when practical, provide consumer education messages that are consist with the Aggregation Program designed purpose, provide updates and disclosures mandated by Ohio law and PUCO rules, and implements a process to deal with allowing any person enrolled in the Aggregation Program the opportunity to opt out of the program at least every three years, without paying a switching fee to MVCC or the Provider.

Customer Service

The Provider will provide the customer service process that, at a minimum, will accommodate: 1) Member inquiries and complaints about billing; and 2) answer questions regarding the Program in general. This process will, at a minimum, include a description of how telephone inquiries will be overseen (either internally or externally), how invoices will be prepared, how remittance of payment will be dealt with, and how collections for delinquent accounts will be addressed. See Appendix B for a detailed description of the Customer Service Plan.

Billing

MVCC will use the Provider, or its designated agent, to provide billing services to each Member for the Competitive Retail Electric Services, with no additional administrative fee. At this time, the EDU will render the billing statement, which should be consistent with all applicable guidelines issued by the PUCO. As this market develops, MVCC may, at its option and in consultation with the Provider, change this function to the Retail Electric Generation Provider or a billing agency.

Credit and Deposit Policies

Collection and credit procedures remain the responsibility of the EDU, the Provider, and the individual Member. Members are required to remit and comply with the payment terms

of the Local Utility. This Program will not be responsible for late or no payment on the part of any of its members. MVCC will have no separate credit or deposit policy.

Customer Service Procedures & Dispute Resolution

Members will have multiple means of addressing complaints. As a general rule, concerns regarding service reliability and billing should be directed to the EDU. The EDU continues to read meters, handle billing, and generally have the most information about a customer's account. Questions regarding the Program administration should go to the consultant, and any unresolved disputes should be directed to the Public Utilities Commission of Ohio. Listed below is a table of toll-free numbers for members to call for assistance.

Compliance Process

The Provider will have internal controls and processes that ensure the MVCC remains in good standing as a Government Aggregator and that it complies with all laws, rules and regulations surrounding the same, as they may be amended from time to time. The Provider will deliver periodic reports to MVCC and its consultant that will include at a minimum (i) the number of Members participating in the Program; and (ii) savings estimates or increase from the previous year's baseline. The Provider will also develop a process to monitor and provide notification to MVCC of any changes in laws, rules, or regulations.

Notification to EDU

In MVCC's OOM potential Aggregation participants that do not opt-out of the Aggregation Group will be enrolled automatically in the Aggregation Program. Such Members in the Aggregation Group will not be asked to take other affirmative steps to be included in the Group. In MVCC's OIM, potential Aggregation participants must affirmatively enroll in the Program to join the Aggregation Program. To the extent that the EDU requires notification of participation, MVCC will coordinate with its Provider to provide such notice to the EDU. The Provider will inform the EDU of any individuals who may have been permitted to join the Aggregation Group after the expiration of the enrollment period.

Opt-Out Activation of Service

In an MVCC OOM, all eligible electric customers in the MVCC Program shall be sent a notice that provides 21 days to opt out of the Program. All eligible customers who do not opt out will be automatically enrolled in the Program. During this opt-out period eligible consumers may opt-out of MVCC's Aggregation Group without fees charged by the Provider or MVCC. Generation service activation will occur thereafter without consumer action beginning on the customer's normal meter read date within the month when power deliveries begin under the Aggregation Program.

Opt-In Municipalities Activation of Service

After an offer letter is sent to eligible electric customers in the OIM the potential Aggregation Participant shall have 21 days to affirmatively enroll in the Program. Generation service activation will occur thereafter without consumer action beginning on the customer's normal meter read date within the month when power deliveries begin under the Aggregation Program.

Changes, Extension or Renewal of Service

At least every three years all consumers eligible to participate in MVCC's Program in an OOM will be given an opportunity to opt into or out of the Program, and reasonable notice will be provided as required by law and PUCO rules. Participants will also be notified of their right to select an alternate generation supplier and of their ability to return to EDU's Standard Service Offer. At least every three years consumers eligible to participate in MVCC's Program in an OIM will be given an opportunity to re-enroll, and reasonable notice will be provided as required by law and PUCO rules.

Termination of Service

If the Contract is terminated prior to the end of the term, each individual Member of the Aggregation Group will receive written notification of the termination of the Program at least sixty (60) days prior to termination of service. If the Contract is not extended or renewed, Members will be notified as required by law and the CRES rules of the PUCO in advance of the end of service. Members will also be notified of their right to select an alternate generation supplier and of their ability to return to the EDU's Standard Service Offer upon termination.

Opt-In Procedures

Eligible consumers may request to join the Aggregation Group after the expiration of any enrollment period by contacting the Provider. The Contract shall determine whether the Provider accepts them into the Program, and, if so, at what rate. The agreed upon policy in the Contract shall be consistent with the EDU's service activation requirements. Aggregation Group participants who move from one location to another within eligible areas of MVCC shall retain their participant status.

Opt-out Outside Enrollment Period

Members who switch to a different generation supplier after the expiration of the Opt-out period or affirmatively enrolling will be allowed to do so in correlation with the consumer's next scheduled meter read date but may be charged a switching fee in an amount and method determined by the Contract. Switching to a different generation supplier on the next meter read date, however, will occur when the next meter read date is twelve (12) business days or more from the date of the consumer's notice of intent to opt-out of the Aggregation Group. Notification of intent to opt-out of the Aggregation Group may be made by contacting the Provider by telephone or in writing. Members who opt-out of the Aggregation Group will default to the EDU's Standard Service Offer, until the consumer selects an alternate generation supplier.

MISCELLANEOUS GOVERNANCE GUIDELINES

- A. The MVCC municipalities shall approve through Resolution or Ordinance the Plan of Operation and Governance for the Aggregation program and any Amendments thereto.
- B. MVCC shall contract with only Retail Electric Generation Providers certified by the Public Utilities Commission of Ohio for the provision of Competitive Retail Electric Service to the Aggregation Program Members.
- C. MVCC will require any Provider to disclose any subcontractors that it uses in fulfillment of the services described above.
- D. MVCC will require the Provider to maintain either a toll-free telephone number, or a telephone number that is local to MVCC Program Members.

Liability

MVCC shall not be liable to Members in the Aggregation Group for any claims whatsoever arising out of the aggregation program or the provision of aggregation services by MVCC or the Provider. Aggregation Group members shall assert any such claims solely against the Provider pursuant to the Power Supply Agreement, under which such participants are express third-party beneficiaries.

Availability of Plan of Operation and Governance

Copies of this plan are available from MVCC free of charge. Contact the MVCC office at 937-438-8887, for a copy or for more information.

Consumer Right to Contact PUCO and Ohio Consumers Counsel

Any electric customer, including any participant in the MVCC Electric Aggregation Program, may contact the Public Utilities Commission of Ohio (PUCO) for information, or make a complaint against the Program, the Provider. The PUCO may be reached toll free at 1-800-686-7826. The PUCO may be reached at 1-800-686-1570 for all TDD/TYY calls. The Ohio Consumers' Counsel may be reached at 1-877-742-5622.

Appendix A -- Education Process

The Provider will develop an educational program in conjunction with MVCC. Its purpose will be to explain the aggregation program to MVCC Members, provide updates and disclosures as mandated by State law and the rules of the PUCO, and provide the opportunity for the members to opt out of the program. The following are the program components:

1. Each eligible consumer within the MVCC OOM limits will receive via U.S. Mail notification of: what government aggregation means, their membership in the government aggregation program, the procedure which must be followed in order to opt out of the program, the price that they can expect to receive as a member of the program, and the deadline for returning the opt out form. See the attached letter.
2. The Provider will work with MVCC to provide opportunities for educating eligible MVCC consumers about the Program and their rights under the law, PUCO rules and this Program. In addition, the Provider and MVCC will work to provide education about and other opportunities for energy efficiency measures to help consumers reduce energy consumption.
3. The Provider will provide updates and disclosures as mandated by State law and rules of the PUCO.
4. For MVCC OOM, the opt-out opportunity will be provided to the Members of the program at least every three years. Should conditions, suppliers, price, or any other component of the program change within the three-year period, participants will be given a notice of their opportunity to opt out of, or into the program.

Nov __, 2022

DRAFT

Dear _____ Resident/Small Commercial Customer,

Miami Valley Communications Council is providing you the opportunity to join other residents to save money on the electricity you use. Savings are possible through governmental aggregation, where your community officials bring together citizens to gain group buying power for the purchase of electricity from a retail electric generation provider certified by the Public Utilities Commission of Ohio. Your community voters approved this program in May 2003.

After researching competitive electricity pricing options for you, MVCC has chosen _____ to provide you with electric generation through _____. There is no cost for enrollment and you will not be charged a switching fee. You do not need to do anything to participate.

As a member of this aggregation, your electricity supplies will be priced at _____ or approximately _____ below your Price to Compare. Your Price to Compare is essentially the price you pay for electric generation from the utility and consists of generation and transmission related components, which are the costs associated with generating the power and delivering it through the transmission system.

To estimate what your savings per kilowatt-hour (KWH) will be through this program, locate your Price to Compare on your electric bill. Divide your Price to Compare by 100 then _____ to estimate your savings per KWH. Multiply that number by your total monthly usage to determine how much you can expect to save each month you use the same amount of electricity.

You will see your electric savings after your enrollment has been completed and your switch has been finalized – approximately 30 - 45 days, depending upon your meter read date. Of course, you are not obligated to participate in the MVCC electric governmental aggregation program. If you wish to be excluded from the program and remain a full-service customer of your local electric utility – _____ – you have until _____ to return the attached “opt-out” form. If you do not opt out at this time, you will receive a notice at least every three years asking if you wish to remain in the program. You can leave the program at any time.

After you become a participant in this governmental aggregation program, your local electric distribution utility will send you a notice confirming your selection of _____ as your electric generation provider. As required by law, this letter will inform you of your option to cancel your contract with _____ within seven days of its postmark. To remain in MVCC’s governmental aggregation program, you do not need to take any action when this letter arrives.

Your local electric distribution utility will continue to maintain the system that delivers power to your home or business – no new poles or wires will be built by _____. You will continue to receive a single, easy-to-read bill from your local electric utility that includes with your _____ charges included. The only thing you will notice is savings.

If you have any questions, please call _____ toll-free at 1-866-XXX--XXXX, Monday through Friday, 8 a.m. to 5 p.m.

Sincerely,

DRAFT

To receive these savings, you do not have to do anything.

If you **do not** want to participate in the MVCC electric governmental aggregation program,
Return the opt-out form in by the deadline date listed.

Option 1: Do nothing and save.

If you want to participate in this program and
save, you do not need to return this form. Your
enrollment is automatic.

OR

Option 2: Opt out by returning this form.

If you do not want to participate in this program,
you must return this form before the due date.

Account #

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Service address (City, state, and
Zip): _____

Phone number: _____

Account holder's signature: _____

Date: _____

Opt Out Deadline Date:

Mail by _____, 2022 to MVCC Electric Governmental Aggregation Program,

Nov __, 2022

(OIM)DRAFT

Dear _____ Resident/Small Commercial Customer,

Miami Valley Communications Council is providing you the opportunity to join other residents to save money on the electricity you use. Savings are possible through governmental aggregation, where your community officials bring together citizens to gain group buying power for the purchase of electricity from a retail electric generation provider certified by the Public Utilities Commission of Ohio. Your community voters approved this program in May 2003.

After researching competitive electricity pricing options for you, MVCC has chosen _____ to provide you with electric generation through _____. There is no cost for enrollment and you will not be charged a switching fee. You do not need to do anything to participate.

As a member of this aggregation, your electricity supplies will be priced at _____ or approximately _____ below your Price to Compare. Your Price to Compare is essentially the price you pay for electric generation from the utility and consists of generation and transmission related components, which are the costs associated with generating the power and delivering it through the transmission system.

To estimate what your savings per kilowatt-hour (KWH) will be through this program, locate your Price to Compare on your electric bill. Divide your Price to Compare by 100 then _____ to estimate your savings per KWH. Multiply that number by your total monthly usage to determine how much you can expect to save each month you use the same amount of electricity.

You will see your electric savings after your enrollment has been completed and your switch has been finalized – approximately 30 - 45 days, depending upon your meter read date. Of course, you are not obligated to participate in the MVCC electric governmental aggregation program. If you wish to be excluded from the program and remain a full-service customer of your local electric utility, do nothing. If you would like to join the program, you must return the attached "opt-in" form by _____, 2022. You will receive a notice at least every three years asking if you wish to remain in the program. You can leave the program at any time.

After you become a participant in this governmental aggregation program, your local electric distribution utility will send you a notice confirming your selection of _____ as your electric generation provider. As required by law, this letter will inform you of your option to cancel your contract with _____ within seven days of its postmark. To remain in MVCC's governmental aggregation program, you do not need to take any action when this letter arrives.

Your local electric distribution utility will continue to maintain the system that delivers power to your home or business – no new poles or wires will be built by _____. You will continue to receive a single, easy-to-read bill from your local electric utility that includes with your _____ charges included. The only thing you will notice is savings.

If you have any questions, please call _____ toll-free at 1-866-XXX-XXXX, Monday through Friday, 8 a.m. to 5 p.m.

Sincerely,

Miami Valley Communication Council

(OIM) DRAFT

To receive these savings, please return this completed form by _____, 2022.

residents in MVCC Electric Governmental Aggregation Program.

Opt in Complete the form below and save.

If you want to participate in this program and save, you need to return this form.

A horizontal number line with 20 tick marks, labeled from 0 to 19. The line is used for plotting data points.

Service address (City, state, and Zip): _____

Phone number:

Account holder's signature:

Date: _____

Opt In Deadline Date:

Mail by _____, 2022 to MVCC Electric Governmental Aggregation Program,

Appendix B **Customer Service Plan**

A. Member Access:

1. Provider shall ensure Members reasonable access to their service representatives for inquiries, complaints, to discuss charges on Member bills, and transact any other business.
2. Telephone access shall be toll free and afford Members prompt answer times during normal business hours, as follows:

_____ **Corporation**

Address: _____

City: _____, _____

Toll-free telephone number: 1- _____

Hours: _____

3. Provider shall provide a 24-hour automated telephone message instructing callers to report any service interruptions or electrical emergencies to the EDU with appropriate phone numbers.

B. Member Complaints:

1. Provider shall investigate Member complaints (including complaints referred by EDU) and provide a status report within five calendar days following receipt of the complaint to:
 - a. The consumer when the complaint is made directly to the Provider; or
 - b. The consumer and The PUCO Staff ("Commission Staff") when a complaint is referred to the Provider by the Commission Staff.
2. If an investigation is not completed within 14 calendar days, the Provider shall provide status reports to the consumer and MVCC, or if applicable, to the consumer, MVCC, the MVCC consultant and the Commission Staff. Such status reports shall be provided at five-day intervals until the investigation is complete, unless the action that must be taken will require more than five days and the Member has been so notified.
3. Provider shall inform the Member, or the Member, MVCC, MVCC consultant and Commission Staff, of the results of the investigation, orally or in writing, no later than five calendar days after completion of the investigation. The consumer, MVCC, the MVCC consultant, or Commission Staff may request the report in writing.

4. If a residential consumer disputes the Provider report, it shall inform the consumer that the Commission Staff is available to help resolve informal complaints. The provider shall provide the consumer with the current address, local/toll free telephone numbers, and TDD/TTY telephone numbers of the Commission's consumer services department.
5. Provider shall retain records of Member complaints, investigations, and complaint resolutions for one year after the occurrence of such complaints and shall provide such records to the Commission Staff within five calendar days of request.
6. Provider shall make good faith efforts to resolve disputes.

C. Member Billing and Payments

1. The provider shall arrange for the EDU or its agent to bill Members for such services according to a tariff approved by the commission. Residential Member bills issued by or for the Provider shall be accurate and understandable, be rendered at intervals consistent with those of the EDU and contain sufficient information for Members to compute and compare the total cost of competitive retail electric service (s). Such bills shall also include:
 - a. The Member's name, billing address, service address, the Member's EDU account number, and if applicable, Provider account number;
 - b. The dates of service covered by the bill, an itemization of each type of competitive service covered by the bill, any related billing components, the charge for each type of service, and any other information the Member would need to recalculate the bill for accuracy;
 - c. The applicable billing determinants, including beginning meter reading, ending meter reading(s), demand meter reading(s), multipliers, consumption(s), and demands;
 - d. For Member-generators with net metering contracts, a statement of the net metered generation;
 - e. The unit price per kWh charged for competitive service, as calculated by dividing current-period competitive service charges by the current-period consumption;
 - f. An identification of the provider of each service appearing on the bill;
 - g. The amount billed for the current period, any unpaid amounts due from previous periods, any payments or credits applied to the Member's account during the current period, any late payment charges or gross and net charges, if applicable, and the total amount due and payable.

2. The due date for payment to keep the account current. Such due date shall be no less than:
 - a. Fourteen days after the postmark date on the bill for residential Member and Twenty-one days after the postmark date or the bill for nonresidential Members;
 - b. Current balance of the account if a residential Member is billed according to a budget plan;
 - c. Options and instructions on how Members may make their payments;
 - d. For each provider, whose charges appear on the bill, a listing of the provider's toll-free telephone number and address for Member billing questions or complaints;
 - e. A listing of the toll-free consumer assistance telephone numbers and available hours for applicable state agencies, such as the commission, the Ohio Consumers' Counsel, and the Ohio Attorney General's office;
 - f. The AES Ohio or other EDU 24-hour local/toll-free telephone number for reporting service emergencies;
 - g. Identification of estimated bills or bills not based upon actual end-of-period meter readings for the period; and
 - h. An explanation of any codes and abbreviations used.
3. If applicable, Provider will, upon request, provide Members with the name and street address/location of the nearest payment center and/or authorized payment agent.
4. If applicable, when a Member pays the bill at a payment center or to an authorized payment agent, such payment shall be credited to the Member's account as of the day such payment center or agent receives it.
5. MVCC and the Provider shall establish policies and procedures for handling billing disputes and requests for payment arrangements.

D. Collections for delinquent accounts:

The EDU's credit and collection policies will apply to Program Members and shall be administered by the EDU. Neither the Governmental Aggregator, nor Provider, will implement additional policies with respect to credit, deposits, and collections. Failure to pay for Competitive Retail Electric Services may result in cancellation of the Member's contract with the Provider and return the Member to the EDU's Standard Service Offer.

EXHIBIT "B"

**Miami Valley
Communication Council**

**Amended
Natural Gas Aggregation
Operation and Governance
Plan**

For additional information contact Miami Valley Communications Council:

Jay Weiskircher, Executive Director

Phone: 937-424-1660

Email: jweiskircher@mvcc.net

Introduction

The Miami Valley Communications Council ("MVCC") has developed this Plan of Operation and Governance on behalf of its member and affiliate communities regarding government aggregation of firm, full requirements power supply of natural gas for its consumers (the "Plan" or "Aggregation Program"). The Plan contains information on the structure, governance, operations, management, funding, and policies of the Aggregation Program to be utilized for participating consumers.

MVCC was formed in 1975 as a council of governments according to chapter 167 of the Ohio Revised Code. MVCC has acted as an agent for its members and affiliate communities to monitor, regulate and administer common cable television franchise agreements, manage the operation of the council's cable access television channels, and develop and implement intergovernmental projects. The council is governed by a policy-making body consisting of delegates representing member cities. The council also has affiliate agreements with 24 other Miami Valley cities.

Now MVCC communities wish to proceed jointly to authorize MVCC to perform as their agent for development and administration of the Aggregation Program. Current Program members are the municipalities of Centerville, Germantown, Kettering, West Carrollton, Trotwood, Brookville, Englewood, Xenia, and Miamisburg. The Program may add other communities and thereby combine additional residential and small commercial customers into a buying pool that will be attractive to third party suppliers (Suppliers). Participation in the Program is voluntary. Any individual customer can decline to be a member of the aggregation program and remain with Centerpoint's (Local Utility) standard choice offer pricing or enter into a supply contract with any competitive retail natural gas service (CRNGS) supplier.

The MVCC communities have passed the necessary ordinances to place the issue of natural gas governmental aggregation on the ballot. Voters in each community approved natural gas aggregation and the community decided to utilize MVCC and the following Plan outlined below. This Plan will not be adopted until two public hearings are held in accordance with Section 4928.20(C) of the Ohio Revised Code.

Process

This Plan allows municipalities to join as either an opt-in municipality ("OIM") or an opt-out municipality ("OOM").

If a community joins the Program as an OIM, that community's eligible residential and small business customers in the authorized areas shall receive an offer letter setting forth the rates, terms, and conditions of the program. To participate the eligible residential and small business customers must affirmatively enroll in the Program by a specific deadline described in the offer letter.

If a community elects to become an OOM, all eligible residential and small business customers in the authorized areas of MVCC are automatically included as participants in the Aggregation Program unless they opt-out of the program by providing written notice of their intention not to participate. As required by Ohio Law, the various communities jointly participating in the MVCC natural gas governmental aggregation passed a Resolution or Ordinance, which authorized submitting the selection of opt-out aggregation to the community's voters. The voters approved opt-out aggregation in each community and the community decided to join the MVCC Program.

In addition to each community joining the MVCC program, it is also required to comply with various PUCO regulations. As required by PUCO regulations MVCC will file an application with the PUCO for certification as a Government Aggregator after MVCC approves this Plan. As required by regulations, MVCC advertised public hearing dates to discuss the Plan and held two hearings on the Plan.

MVCC anticipates selection of a Provider after receiving approval from the PUCO as a governmental aggregator. Upon Provider selection an opt-out notice for the MVCC Program will be sent to all eligible natural gas customers in MVCC's OOM communities setting forth the rates, terms, and conditions of the program. This notice will provide potential Aggregation participants with at least 21 days to return an opt-out card or other similar notice.

MVCC Aggregation Program

The purpose of the aggregation program is to reduce the amount consumers pay for natural gas. MVCC will not buy and resell natural gas for the participants of the program. Instead, MVCC will work with its energy consultant to competitively bid and negotiate a contract with a CRNGS to provide natural gas to the members of the aggregation program.

MVCC will obtain the list of customers within its boundaries from Centerpoint or other natural gas distribution utility, either by zip code or by method provided by the utility. MVCC will have its CRNGS cleanse the data to ensure that it does not contain customers with alternate suppliers, PIPP customers, and any other excludable consumers, and only those who live within the jurisdictional boundaries of MVCC communities. MVCC will then have its CRNGS send an opt-out notice to each eligible customer which discloses the offered price for natural gas along with any applicable contract terms. The opt-out notice will clearly inform potential customers that they may opt-out of the program during the 21-day period following the mailing of the notification, along with instructions on how to opt-out. Customers who opt-out of MVCC's aggregation program during this initial notification period will continue to receive SCO supplies until the customer chooses an alternative CRNGS or chooses to opt-in to the aggregation program later.

Operation

Existing MVCC staff, the program energy consultant and the CRNGS will provide all necessary technical analysis, competitive procurement of services, regulatory approvals, accounting and fiscal management, contract maintenance, communications, program coordination and administrative support.

Funding

The primary expenses associated with operating this program are printing and mailing cost of the opt-out notices, and fees for an energy consultant. Instead of paying for these costs upfront, MVCC expects to embed its fees into the chosen CRNGS rates offered to potential program participants.

Notification of Customers

All eligible customers in an MVCC municipality will receive opt-out information in the mail. MVCC will adhere to all eligibility requirements of R.C. 4929.26. Essentially, eligible customers cannot be under contract to buy natural gas from an alternate CRNGS or a mercantile customer.

The opt-out notice shall clearly inform customers of the offered rate, and that they have the right to opt-out of MVCC's aggregation program within twenty-one days after the mailing of the notice without paying a switching fee. The opt-out notice will fully describe how to opt-out. After the completion of the opt-out process, the residents who did not opt out will be included in MVCC's aggregation program.

Customer opt-out

Customers may opt-out of MVCC aggregation program at no charge within the twenty-one-day period following the mailing of the notice containing the rates and terms of the aggregation program. Customers who return the required opt-out notice will continue to receive SCO supplies through Centerpoint. MVCC will offer the twenty-one-day period during which customers can opt-out of the aggregation program without charge at least every two years pursuant to state law.

Customer opt-in and Refresh Mailings

MVCC intends on having its supplier allow customers who move into or within MVCC's municipalities to opt into MVCC's aggregation program by calling and voluntarily signing up with the supplier. MVCC will strive to provide these new customers with a similar rate to those already participating in the aggregation. Additionally, MVCC's supplier may obtain a refreshed customer list from Centerpoint approximately every six months. MVCC's supplier may then send aggregation information to newly eligible

customers identified on the refresher list. Whether this information is in opt-in or opt-out format will depend on the negotiated language of the supplier contract. If interim opt outs are to take place; a twenty-one day opt-out will occur in the manner described above.

Disputes

The procedure for handling complaints will be in accordance with the rules set by the PUCO and managed by the CRNGS. Dispute resolution provisions will also be in accordance with PUCO regulations. The opt-out package will contain the telephone numbers and websites for the PUCO and the Ohio Consumers Counsel, as well as the supplier's toll-free number.

MVCC's supplier will maintain this toll-free number for all customer related questions and complaints. MVCC shall require that the personnel assigned to answer these calls are trained and provided the knowledge specific to MVCC's program.

Termination of natural gas supply program

The natural gas supply program may be terminated at the expiration of the supply contract without any extension, renewal or subsequent supply contract being negotiated.

In either event, the aggregation pool customers will return to Centerpoint unless and until they switch to an alternate supplier. Each individual customer receiving natural gas supply service under MVCC aggregation program will receive notification of the termination of the program before termination.

Rates

MVCC shall authorize its energy program consultant to receive proposals on its behalf from CRNGS using a competitive selection process. Bidders will provide pricing offers such as a fixed price, floating price, a percent off rate, or a combination of the above. If consumers have the option of choosing between fixed and floating prices, the opt-out package will contain ample and easy to understand information to aid the consumer in deciding which option best suits their natural gas needs. MVCC will decide which pricing structure(s), to offer based on the bids received, and an analysis of the current and projected market status as well as the bids received.

Billing and Payment

MVCC will continue to have Centerpoint invoice customers using an itemized format approved by the PUCO. MVCC will not become involved in any payment delinquency issues and thus will not require any type of consumer credit or deposit. If MVCC's supplier wishes to pursue payment delinquency issues, details of the supplier's credit and deposit policies will be included in the opt-out package.

Centerpoint will continue to deliver the natural gas purchased on MVCC's aggregation program through its natural gas distribution system. Participants with questions or concerns regarding service delivery or safety, such as a natural gas outage or gas odor should continue to contact Centerpoint. Meter readings and other billing questions should also continue to be directed to Centerpoint.

Questions or concerns regarding the aggregation program should be directed to the CRNGS or MVCC.

Question or Concern	Contact	Telephone Number
Gas Odor or leaks	Centerpoint Energy	1-800-227-1376
Turn on or off gas service	Centerpoint Energy	1-800-227-1376
Billing Disputes	Centerpoint Energy	1-800-227-1376
Enroll or opt-out of program	CRNGS	1-800-XXX-XXXX
Program Questions or Concerns	CRNGS	1-800-XXX-XXXX
Unresolved Disputes	Public Utilities Commission of Ohio	1-800-686-7826 (voice) 1-800-686-1750 (TDD)
Unresolved Disputes	Ohio Consumers Council	1-877-742-5622 or occ@occ.state.oh.us

Liability

MVCC shall not be liable to Members in the Aggregation Group for any claims whatsoever arising out of the aggregation program or the provision of aggregation services by the MVCC or the Provider. Aggregation Group members shall assert any such claims solely against the Provider pursuant to the Power Supply Agreement, under which such participants are express third-party beneficiaries.

Copies of Plan

Copies of this plan are available from MVCC free of charge. Contact the MVCC office at 937-438-8887, for a copy or for more information.

Consumer Right to Contact PUCO

Any natural gas customer, including any participant in The MVCC Natural Gas Aggregation Program, may contact the Public Utilities Commission of Ohio (PUCO) for information, or make a complaint against the Program, the Provider, or CGO. The PUCO may be reached toll free at 1-800-686-7826. The PUCO may be reached at 1-800-686-1570 for all TDD/TYY calls. The Ohio Consumers' Counsel may be reached at 1-877-742-5622.

RECORD OF ORDINANCES

BEAR GRAPHICS 800-325-8094 FORM NO. 30043

Ordinance No. 2023-09 Passed , 20

AN ORDINANCE VACATING A PORTION OF WEST CAMPUS BOULEVARD IN THE CITY OF BROOKVILLE, OHIO AND DECLARING IT AN EMERGENCY.

WHEREAS, Council has determined, pursuant to Section 723.05 of the Ohio Revised Code, that there is good cause for vacating a portion of West Campus Boulevard as set forth and described in the legal description attached as Exhibit "A" and the plat attached hereto as Exhibit "B" and incorporated herein by reference; and

WHEREAS, Council has determined that vacation of a portion of West Campus Boulevard will not be detrimental to the general interest; and

WHEREAS, Council further finds that all of the property owners abutting the area to be vacated have consented to the vacation of the public right-of-way, and therefore, that notice to adjoining property owners is not required under Section 723.06 of the Ohio Revised Code.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROOKVILLE, OHIO THAT:

SECTION I: A portion of W. Campus Boulevard, as set forth and described in the legal description attached as Exhibit "A" and the plat attached hereto as Exhibit "B" and incorporated herein by reference, is hereby vacated.

SECTION II: A certified copy of this Ordinance and plat of this street vacation shall be filed with the office of the Montgomery County Recorder, and a copy of the Ordinance shall be submitted to the office of the Montgomery County Auditor by the Clerk of Council.

SECTION III: This Ordinance is hereby declared to be an emergency measure to preserve the public peace, health, safety, and welfare of the citizens of the City of Brookville and to authorize the immediate vacation of a portion of W. Campus Boulevard and thereby permit the City of Brookville to immediately proceed with the approval of Brookville Retail & Industrial Park Section Four Record Plan. This Ordinance shall take effect immediately upon passage of this Ordinance as provided by the Charter of the City of Brookville, Ohio.

PASSED this day of , 2023.

ATTEST:

Kimberly Duncan, Clerk

Charles Letner, Mayor

RECORD OF ORDINANCES

BEAR GRAPHICS 800-325-8094 FORM NO. 30043

Ordinance No. **2023-09** Passed _____, 20____

CERTIFICATE

The undersigned, Clerk of the City of Brookville, does hereby certify that the foregoing is a true and correct copy of Ordinance No. 2023-09, passed by the Council of the City of Brookville, Ohio, on the _____ day of _____, 2023.

Kimberly Duncan, Clerk

CERTIFICATE OF POSTING

The undersigned, Clerk of the City of Brookville, Ohio, hereby certifies that the foregoing Ordinance No. 2023-09 was posted at the City Building, US Post Office and the Brookville Branch of the Montgomery County Public Library, Brookville, Ohio, on the _____ day of _____, 2023, to the _____ day of _____, 2023, both days inclusive.

Kimberly Duncan, Clerk

EXHIBIT A
LEGAL DESCRIPTION
R/W VACATION

SITUATE IN SECTION 34, TOWN 6, RANGE 4 EAST, CITY OF BROOKVILLE, MONTGOMERY COUNTY, OHIO AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

Commencing for reference at the northwest corner of Lot 2178 of the Brookville Retail and Industrial Campus as shown on Plat Book 180, Page 19 and at a northeasterly corner of Lot 2739 of the Brookville Retail and Industrial Campus, Section Three as shown on Plat Book 238, Page 22 and being on the south right-of-way line of West Campus Boulevard;

thence, on a curve to the left with a radius of 955.00 feet, an arc distance of 145.30 feet, a delta angle of $08^{\circ}43'02''$, and a chord bearing South $55^{\circ}44'00''$ West, 145.16 feet, along the south right-of-way line of West Campus Boulevard to a point and being the principal place of beginning of the right-of-way herein conveyed;

thence, on a curve to the left with a radius of 955.00 feet, an arc distance of 380.03 feet, a delta angle of $22^{\circ}48'01''$, and a chord bearing South $39^{\circ}58'28''$ West, 377.53 feet, along the south right-of-way line of West Campus Boulevard to a point;

thence, South $21^{\circ}21'33''$ East, 52.51 feet, along the south right-of-way line of West Campus Boulevard to a point;

thence, South $23^{\circ}38'27''$ West, 90.00 feet, along the south right-of-way line of West Campus Boulevard to a point;

thence, South $68^{\circ}38'27''$ West, 52.51 feet, along the south right-of-way line of West Campus Boulevard to a point;

thence, North $70^{\circ}44'58''$ West, 90.00 feet, to a point on the north right-of-way line of West Campus Boulevard;

thence, on a curve to the right with a radius of 1045.00 feet, an arc distance of 599.63 feet, a delta angle of $32^{\circ}52'37''$, and a chord bearing North $35^{\circ}11'33''$ East, 591.44 feet, along the north right-of-way line of West Campus Boulevard to a point;

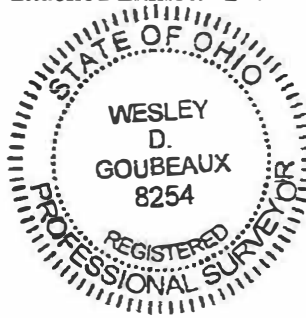
thence, South $35^{\circ}39'01''$ East, 90.11 feet, to the principal place of beginning.

Containing 1.299 acres more or less and all being subject to any legal highways and easements of record.

The bearings are based on Montgomery County Recorder's Plat Book 238, Page 22.

The above description was prepared by Wesley D. Goubeaux, Ohio Professional Surveyor Number 8254, based on a field survey performed under his direct supervision and dated April 10, 2023. For a pictorial representation, see attached Exhibit "B".


Wesley D. Goubeaux, PS #8254



04/10/2023
Date

EXHIBIT B

SECTION 34, T 6, R 4 E, CITY OF
BROOKVILLE, MONTGOMERY COUNTY, OHIO

THE BEARINGS ARE BASED
ON MONTGOMERY COUNTY
RECORDER'S PLAT BOOK
238, PAGE 22

SCALE: 1"=100'
0 50 100

LOT 2652
GENERAL MOTORS LLC.
I.R. DEED 19-065642
74.529 ACRES
PB 234-25

1.299 ACRES ROAD R/W
TO BE VACATED HEREON
UTILITY EASEMENT
TO REMAIN OVER
VACATED AREA

BROOKVILLE RETAIL &
INDUSTRIAL CAMPUS,
PB 180-19

COLLECTIVE WAY
90' R/W

EX. 90' R/W
WEST CAMPUS BLVD.

LOT 2178
4.831 ACRES
PB 180-35

RJ PROPERTY HOLDINGS, LLC
SUCCESSOR BY MERGER
TO JRC, LLC
D.M.F. 00-796C03
IR DEED 19-048530

LOT 2739
GENERAL MOTORS LLC.
I.R. DEED 22-001923
53.566 ACRES

BROOKVILLE RETAIL &
INDUSTRIAL CAMPUS,
SECTION THREE
PB 238-22

JOB #
MOTBRO2305

DRAWN BY:
WDG

DATE
04-10-2023

LINE CHART		
LINE	BEARING	DIST.
L1	S35°39'01"E	90.00'

CURVE DATA

CURVE	RADIUS	Δ	LENGTH	CHORD	
				LENGTH	BEARING
C1	955.00'	08°43'02"	145.30'	145.16'	S55°44'00"W
C2	955.00'	22°48'01"	380.03'	377.53'	S39°58'28"W
C3	1045.00'	32°52'37"	599.63'	591.44'	N35°11'33"E
C4	1045.00'	02°44'29"	50.00'	50.00'	N53°00'06"E
C5	1000.00'	18°34'31"	324.20'	322.78'	N60°47'47"E

Choice One
Engineering

SIDNEY, OHIO 937.497.0200
LOVELAND, OHIO 513.239.8554

www.CHOICEONEENGINEERING.com