



CITY COUNCIL
Tuesday, August 4, 2026, 7:30 PM
301 SYCAMORE STREET, BROOKVILLE, OHIO 45309
937-833-2135
www.brookvilleohio.com

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 July 21, 2026 Regular Meeting Minutes

IV. Reports of Municipal Officers

- a. City Manager
- b. Finance Director
- c. Fire Chief
- d. Police Chief
- e. Law Director
- f. Mayor Chuck Letner

V. Old Business

- a. Third reading of the proposed Ordinance 2026-07 entitled "AN ORDINANCE AMENDING THE CODE OF ORDINANCES PART 9, TITLE 3, SECTION 935.15 9(a), FIXING THE TAPPING PERMIT FEES FOR SEWER INSTALLED IN THE CITY OF BROOKVILLE, OHIO."
- b. Second reading of Resolution 26-13, "A RESOLUTION AUTHORIZING THE CITY MANANGER TO ENTER INTO AN INVESTMENT MANAGEMENT AGREEMENT FOR MUNICIPAL ADVISORY SERVICES WITH REDTREE INVESTMENT GROUP."

VI. New Business

Mayor Chuck Letner • Vice Mayor Dennis Piper
Council Members: Stephen Crane • JD Fowler • Mike Hughes • Jared Ledford • Darren McNew



- a. First Reading of Resolution 26-14," A RESOLUTION AUTHORIZING THE CITY OF BROOKVILLE TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED."

VII. Public Comments (5 minutes per speaker)

VIII. Council Comments

IX. Motion for Adjournment

Please note: Now is time to hear from our community. We welcome comments which are important to us. Anyone who is interested in speaking, please stand, if you are able, and give your name and address for the public record. Each speaker will be given 5 minutes to provide your comments. Comments are welcome on general board business or specific agenda items. You may not donate your time to another speaker. Note, this time is for public comment, and we will not be entering into dialogue at this time. The purpose of this agenda item is for you, the public, to inform us the board about your views. If you have specific factual questions or complaints, please check in with our staff after the meeting. They are seated on the side and will be happy to assist you. We also welcome written questions and comments. We appreciate you attending the meeting and sharing your thoughts with us.

Brookville City Council
Regular Meeting
July 21, 2026

The Regular Meeting of the Brookville City Council was called to order by Mayor Letner at 7:30 p.m. on July 21, 2026. The meeting was held in the City Council Chambers. The Pledge of Allegiance was recited. Members Fowler, Hughes, Ledford, McNew, Piper; Manager Kuntz, Finance Director Brandt, Law Director Stephan, Police Chief Jerome, Chief Fletcher and Clerk Eyler were present. Member Crane was absent.

Roll call by Clerk Eyler.

Motion by Hughes, second by Fowler to accept the agenda. All yeas, motion carried.

Motion by Piper, second by Fowler to accept the July 7, 2026, Regular Meeting Minutes as presented. All yeas, motion carried.

Manager Kuntz presented a special use permit to allow the Brookville Soccer Association's annual parade scheduled for August 29, from 9:00a – 9:30am with trucks lining up at 8:00am. The application has been reviewed by police and fire departments with no concerns.

Motion by Fowler, second by Hughes to approve the special use permit as presented. All yeas, motion carried.

Manager Kuntz presented a special use permit to allow What's the Scoop? to use the empty space beside the former Candy Break to hold a concert from 7:00p-9:00p during the August Third Thursday event. There will be need for traffic control and moving of barriers to block off traffic. Manager Kuntz recommends approval with the caveat that police and fire departments work with What's the Scoop? to ensure a safe environment.

Motion by Hughes, second by Piper to approve the special use permit as presented. All yeas, motion carried.

Manager Kuntz informed Council that under new business there is a resolution to give the city manager authority to apply for an Ohio NatureWorks grant that will go towards funding the Boy Scouts amphitheater project at Golden Gate Park. Since it is a NatureWorks grant, the city would be the agency entering into the grant application therefore they need a resolution as part of the grant. Manager Kuntz asked to forego the second and third readings and to pass the resolution as an emergency to submit the application in time to meet the deadline.

Manager Kuntz informed Council that the quarterly Utility bills have been distributed along with the newsletter insert. Utility bills can be paid at the city offices. The quarterly newsletter will also be available in the City lobby, Brookville Building & Savings, as well as the library.

Manager Kuntz reminded Council of the upcoming Age Friendly Lunch & Learn in July sponsored by Brookhaven Retirement Community, will feature Chad Ferguson from the Brookville Fire Department who will discuss fire and personal safety.

Manager Kuntz announced that property value letters were sent out by the Montgomery County Auditor's Office. If you have any questions or concerns about your property value, contact the Auditor's Office directly. The city will continue to post online contact information as well as any new information that is received.

Manager Kuntz reported that the Service Department has been working on a long list of project including: mowed grass in parks and out of town, picked up trash in all parks and uptown, started

water service job on Sycamore Street, watered flowers Uptown, sprayed weed control in parks and throughout the city, limb pickup, patched potholes, locating I/I flowing into the sanitary sewer, mowed all ditches, mowed 10 acres at industrial campus, cut two dead trees in Golden Gate Park, and hauled spoiled dirt to Tipp Stone.

Mayor Letner asked Manager Kuntz to update Council on the Westbrook Rd paving project. Manager Kuntz stated the project was complete except for some crosswalks that need to be painted. He thought it turned out wonderfully and is thankful to have the project complete.

Finance Director Brandt presented the June 30, 2026, Fund Balance. Overall, for June MTD expenses exceeded revenues by \$176,152.90. We had numerous large capital improvement payments made in June which explains why expenses exceeded revenue, these include payments for McKinley Street Bridge, Market St. Sanitary Sewer, City Wide paving, and walking path in Golden Gate Park. The majority of these funds will be reimbursed with either grant or loan funds in a later period.

Finance Director Brant reported that the 2027 Montgomery County Budget Commission Meeting will be held on Monday, August 24, 2026. Annually all public entities need to complete and submit a form to the Auditor's Office that indicates if they want to waive or request a hearing before the Montgomery County Budget Commission for the 2026/2027 Tax Information/Budget and/or inside Millage. She asked Council to make a motion to waive the hearing before the Montgomery County Budget Commission for the 2026/2027 Tax Information/Budget and/or Inside Millage.

Motion by Fowler, second by Jared to waive the hearing request as presented. All yeas, motion carried.

Finance Director Brandt presented Council with proposed Resolution 26-13 permitting the city manager to enter into an agreement with RedTree Investment Group. Several public entities, such as Brookville Local Schools, use RedTree for investment purposes. The goal is to start with a small amount of money as a test run and if we are happy with the return, more funds could be moved to RedTree for investing.

Fire Chief Fletcher reported that the Optimist Club's waffle trailer caught fire while they were getting it ready for the Community Picnic. The cause of the fire was a cooker that was left unattended, fire was contained only to the inside of the trailer, it will not be fixed in time to sell waffles at this year's Community Picnic.

Fire Chief Fletcher reported that with the extremely nice weather he would expect an uptick in EMS calls related to high attendance at the Community Picnic.

Police Chief Jerome reported that Cones with Cops event at What's the Scoop? was well attended.

Police Chief Jerome reported that last week's Arlington Road Bridge closure was very challenging for motorists. Many ignored the extra cones, 6 Do Not Enter signs and Wrong Way signs that led to many people getting traffic citations. Compliance is much better this week with the additional signage and people are finding their way around the closure.

Police Chief Jerome reported there has been a last-minute change in the route for the Community Picnic Run. The route will be posted on social media. The runners/walkers will go east coming out of the park until the intersection of Upper Lewisburg and Brookville Salem, right on Salem, left on Albert, right onto the bike path all the way into the back of Golden Gate Park which will be 3.1 miles.

Police Chief Jerome reported a successful Flock camera incident. There was a Brookhaven resident who got lost coming home from the hospital in Englewood. The camera network was

used to locate her. She was found in a park in a suburb of Indianapolis and returned safely back to her cottage at Brookhaven.

Mayor Letner asked Chief Jerome to touch on traffic flow after the fireworks on Saturday night of the Community Picnic. Chief Jerome said it may be a bit of a problem, most of the traffic will be directed to the north of the park. The park will also be closed for entry at 9:45pm. City Manager Kuntz will announce on social media outlets about the traffic closing early that night.

Mayor Letner reported that this week he and the City Manager attended the opening ceremony for the 175th Montgomery County Fair, Brookville is well represented at the fair this year.

Mayor Letner also thanked Chief Fletcher for providing a training class put on by Centerpoint Energy regarding underground pipes, he learned a lot at the class and wants to get the Service department to attend next year.

Motion by McNew, second by Ledford for third reading of Ordinance 2026-06. All yeas, motion carried.

Motion by Hughes, second by Fowler to accept the third reading of Ordinance 2026-06 entitled "AN ORDINANCE PROVIDING FOR AMENDMENTS TO THE CHARTER OF THE CITY OF BROOKVILLE TO BE PLACED UPON THE BALLOT AT THE NOVEMBER 3, 2026 GERNERAL ELECTION FOR APPROVAL BY THE ELECTORATE OF THE CITY OF BROOKVILLE."

Motion by Piper, second by Hughes for the second reading of Ordinance 2026-07. All yeas, motion carried.

Motion by Hughes, second by Fowler to accept the second reading of Ordinance 2026-07 entitled "AN ORDINANCE AMEDING THE CODE OF ORDINANCES PART 9, TITLE 3, SECTION 935.15 9(a), FIXING THE TAPPING PERMIT FEES FOR SEWER INSTALLED IN THE CITY OF BROOKVILLE, OHIO."

Council member Fowler asked the status of illegal tie-ins, City Manager Kuntz stated that it is still an ongoing project the Service Department is working on and will continue to work on along with other projects.

Motion by Ledford, second by Piper for the first read of Resolution 26-12. All yeas, motion carried.

Motion by Piper, second by Fowler to accept the first read, suspend second and third readings for the emergency passage of Resolution 26-12 entitled "A RESOLUTION AUTHORIZING THE REQUEST TO APPLY FOR FINANCING FROM THE OHIO DEPARTMENT OF NATURAL RESOURCES OHIO NATUREWORKS GRANT PROGRAM." All yeas, motion carried.

Motion by Fowler, second by Ledford for the first read of Resolution 26-13. All yeas, motion carried.

Council member Fowler asked Finance Director Brandt to expand on Resolution 26-13. He wanted to know if all city monies would be moved to RedTree? Director Brandt responded that she plans to take a conservative approach with moving only \$2 million as a trial to see how it grows before she invests any additional funds. RedTree allows the city to move money as frequently/infrequently as we want. She reported to Council that money will be shifted from Fifth Third securities to be invested with RedTree and will keep funds with Star Ohio. She addressed his concerns about funds if we lose a major employer such as Dmax. Director Brandt stated her

goal is to put monies in RedTree, not touch it and allow it to grow extra funds in case we lose a major employer. She never wants funds to be at zero, she wants more long term investments. Council Member Fowler also asked about how they invest for the City. Director Brandt stated that they act as an advisor, RedTree is well versed in proper investments for governments, they know what to invest in and the restrictions on what governments can do. They will always reach out to us and advise on what the City would like to invest in. Council Member Fowler asked about RedTree's fee structure. Director Brandt said that unlike Fifth Third, RedTree's fees are upfront and written in the contract, it is on a scale based on how much money you have invested with them.

Motion by Fowler, second by Hughes to accept the first reading of Resolution 26-13, "A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INVESTMENT MANAGEMENT AGREEMENT FOR MUNICIPAL ADVISORY SERVICES WITH REDTREE INVESTMENT GROUP." All yeas, motion carried.

Jeff Bang, 533 Vine Street, is the Canteen Manager at Amvets. He wanted to let Council know that starting the end of July, the Amvets is opening their kitchen for lunch and dinner. They will serve more than just the traditional bar food and invite all to come and try it out.

Steve Abshire, newly appointed Montgomery County Common Pleas Court Judge introduced himself to Council. He provided background, his work history, and reasons as to why he is serving his community by becoming a judge.

Eric Fernando, 429 North Wolf Creek St #11, was asking for the Ordinances and Resolutions to be made public so that he can see what Council will be voted on. He also asked about the information regarding RedTree Investments being made available as well. Both City Manager Kuntz and Finance Director Brandt will ensure that those documents are added to the city's website. City Manager Kuntz acknowledged that there were technical issues with the software used for meetings and agendas which has caused disconnect with information getting to the City's website. He believes it has been ironed out and moving forward should find the information there.

Council member McNew had brought up a resident concerned with their drain culvert in the street. Once Council member McNew notified Joe Hamil and Manager Kuntz they jumped on the issue right away and provided quick resolution. The resident was very happy and had nothing but good things to say about the situation. He also wanted citizens to know that if you see something, bring it to our attention, we have one of the best service departments but we are small and can't see everything. If you see a safety concern or think there is an issue, contact council, the city, and we will look into it. He thanked all those involved with the concern.

Council member Ledford stated he is super grateful for all those who are giving their time and attention to the park, giving back to the city and its citizens by helping us put on what is the biggest event in the city every year. He encouraged all to attend the Community Picnic with it being Brookville's 175th anniversary.

Council member Fowler stated that the Community Picnic is going to be a great time, we have an outstanding community that has put in hours and hours of their time and support so he invites everyone to come out and have a good time.

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

Joy Eyler, Clerk

Charles Letner, Mayor

To: Mayor & Council
From: Jack Kuntz, City Manager
RE: Manager's Report
Date: 07/28/2026

We have one special use permit for City Council to consider. Mulberry and Main, in partnership with the city, desires to have an Oktoberfest in historic downtown Brookville on September 26. The street closures will be similar to what is done monthly for Third Thursdays with a slight expansion on Mulberry down to Main Street. We will also work with the Post Office to ensure their truck can gain entrance on their final drop off of the evening. We are planning on having a live band play music on a stage from 6-9 pm. There will also be other vendors, games and activities for children and families. Mulberry & Main has also applied to the State Liquor Commission for an expansion of their liquor permit to allow them to serve alcohol from a trailer outside their business. This event is an expansion of Mulberry & Main's very successful anniversary party they held in 2025, and we believe this is another great community outreach event to bring people into the downtown area. The fire, police and service departments have reviewed the application and will provide feedback and direction ensuring the event is as safe and seamless as the Third Thursday events.

I'm requesting City Council authorize staff to apply to the Ohio Public Works Commission for Phase IV of the Hay Avenue Infrastructure project. This is the final phase of this multi-year project and will go from Joanna to Albert. Phase III is scheduled to begin this year. In the past, it normally takes a couple of years for the city to secure OPWC funding for these projects.

I'd like to thank the Brookville Area Chamber of Commerce for a great 75th annual Community Picnic held at the end of July. We had great weather and there were awesome events and activities throughout the entire event. I'd also like to thank the various city departments for all their hard work before, during and immediately after the event ensuring it was a safe and enjoyable event for everyone. Finally, I'd like to thank all the volunteers and vendors who made this event so enjoyable for everyone as well as all the community and neighboring organizations who came out to support the event.

Reminder utility bills were mailed out in July and payments can be made online, in person or can be dropped off in the night drop box to the north of the city building.

Request for Proposals for the city's Zoning Code Rewrite went live on August 3. Interested consultants can submit proposals to the city office by August 28. Interested companies can review the RFP on the city's website. We have also advertised on similar platforms as we previously did for the Comprehensive Land Use Plan Update and will be doing a press release. The goal is to put together a selection committee comprised of the mayor, Planning Commission Chairperson, the law director, city manager and representative from MVRPC, the same as we did for the Comprehensive Land Use Plan Update consultant selection. We hope to have the project awarded by this fall and begin the project at the end of the year or the beginning of 2027.

Finally, I'd like to mention there is a ribbon cutting and Open House scheduled for August 7, at 3 pm at 17 Jefferson Street. One of the most historic homes in the Brookville community, the Peters family and their contractor Florkey Custom Build has been working on this home for several years, bringing it back to life and restoring the historic charm that many thought was previously lost. This is a great opportunity to see a beautiful historic home carefully brought back to life right in Brookville. I believe donations will be accepted, benefiting the Brookville Historical Society.



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

Chief Douglas Jerome

djerome@brookvilleohio.com



Council Meeting Agenda August 4, 2026

Reportable Incidents

01/01/2025 – 07/29/2025 = 348

01/01/2026 – 07/29/2026 = 336

Citations

01/01/2025 – 07/29/2025 = 425

01/01/2026 – 07/29/2026 = 462

Traffic Stops

July 2025 - 164

July 1, 2026 to date - 131

Brookville Police Department

Incident Arrest Blotter

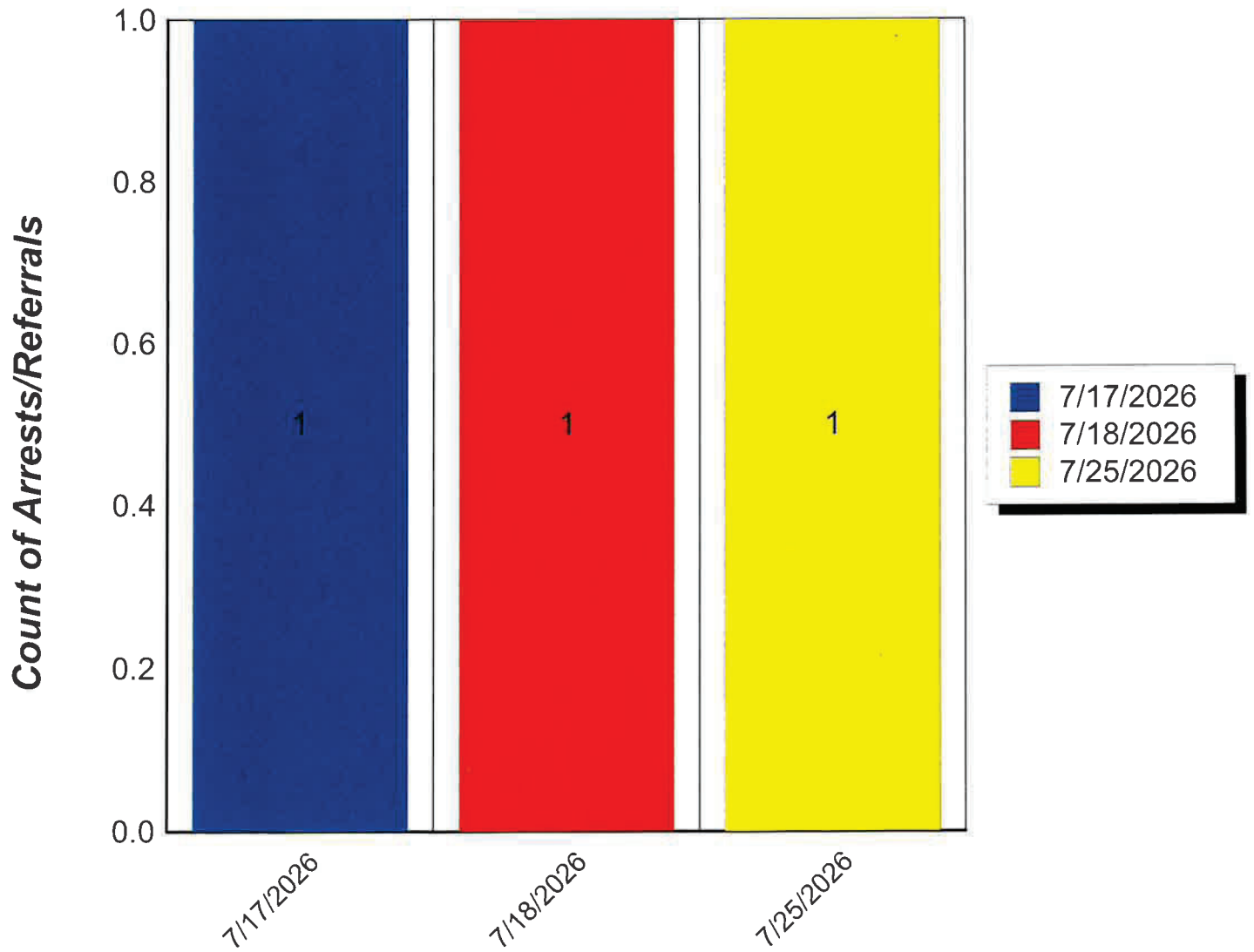
Arrest Date	Time	Suspect's Name	Address, Charges(s)	Incident ID
07/17/2026	08:56 AM	BROOKLYNN ANN TOT	844 W MAIN ST, RICHMOND, IN 47374 35: WARRANT ARREST	2026-00322
07/18/2026	09:15 PM	ANGELA C. CSASZAR	118 N COMMERCE ST, VERONA, OH 45378 35: WARRANT ARREST 451305: NO TAIL LIGHTS; REAR PLATE LIGHT	2026-00324
07/25/2026	06:40 PM	BRANDY M. HATMAKEF	352 BAKER ST APT 4, BROOKVILLE, OH 45309 291925: Domestic violence	2026-00334
Total Selected = 3				

Brookville Police Department

Arrest Log by Date

Arrest Date	Total Arrests
July 17, 2026	1
July 18, 2026	1
July 25, 2026	1
Total Selected = 3	

Arrest Log by Date

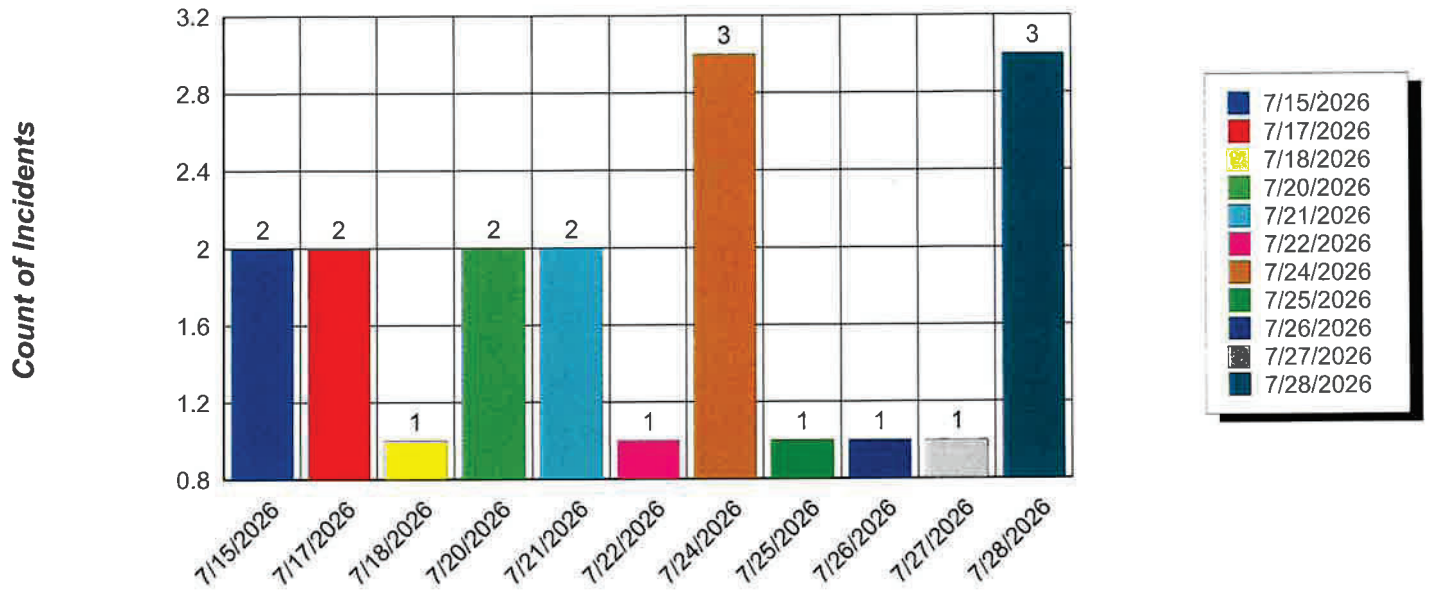


Brookville Police Department

Incident Log by Date Reported

Date Reported	Day of Week	Total Reported
07/15/2026	Wednesday	2
07/17/2026	Friday	2
07/18/2026	Saturday	1
07/20/2026	Monday	2
07/21/2026	Tuesday	2
07/22/2026	Wednesday	1
07/24/2026	Friday	3
07/25/2026	Saturday	1
07/26/2026	Sunday	1
07/27/2026	Monday	1
07/28/2026	Tuesday	3
Total Selected = 19		

Incident Log by Date Reported



Brookville Police Department

Incident Log by Date Reported

Incident ID	Location, Area	Description	Date Occurred	Cleared Date	Status
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July 15, 2026

2026-00320 529 CALLIE SIGNAL 20 - DOMESTIC VIOLENCE 07/15/2026 07/15/2026
BROOKVILLE PD EXCEPTIONALLY CLEARED

Offenses UCR Offense Description
1 02 291927 - Violate protection order or consent agreement

2026-00321 ARLINGTON @ EAST UPPER SIGNAL 55 - TRAFFIC VIOLATION 07/15/2026 07/15/2026
LEWISBURG EXCEPTIONALLY CLEARED
BROOKVILLE PD

Offenses UCR Offense Description
1 N/A 451012A - DRIVING WITHOUT LICENSE MORE THAN 6 MONTHS

Total Incidents Reported for Date: 2

July 17, 2026

2026-00322 1139 PREBLE SIGNAL 35 - WARRANT ARREST 07/17/2026 07/17/2026
BROOKVILLE PD ARREST

Offenses UCR Offense Description
1 N/A 35 - WARRANT ARREST

2026-00323 BROOKSIDE @ CHURCH SIGNAL 21 - OVI 07/17/2026 07/17/2026
BROOKVILLE PD ARREST

Offenses UCR Offense Description
2 02 451119A1 - DUI - alcohol/drugs
02 26TW - CRIMINAL TRESPASS WARNING

Total Incidents Reported for Date: 2

July 18, 2026

2026-00324 ARLINGTON @ PARKVIEW SIGNAL 35F - FELONY WARRANT 07/18/2026 07/18/2026
BROOKVILLE PD ARREST

Offenses UCR Offense Description
3 N/A 35 - WARRANT ARREST
N/A 451012 - DRIVING WITHOUT VALID LICENSE
N/A 451305 - NO TAIL LIGHTS; REAR PLATE LIGHT

Total Incidents Reported for Date: 1

July 20, 2026

2026-00325 ARLINGTON @ I70 EB SIGNAL 55 - TRAFFIC VIOLATION 07/20/2026 07/20/2026

Brookville Police Department

Incident Log by Date Reported

Incident ID	Location, Area	Description	Date Occurred	Cleared Date	Status
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July 20, 2026

BROOKVILLE PD EXCEPTIONALLY CLEARED

Offenses UCR Offense Description
 2 N/A 451113C1 - RED LIGHT
 N/A 450311A - Expired Registration

2026-00326 19 N WOLF CREEK SIGNAL 07 - AUTO THEFT 06/01/2026
 BROOKVILLE PD OPEN CASE

Offenses UCR Offense Description
 1 07 291302B5 - Auto Theft

Total Incidents Reported for Date: 2

July 21, 2026

2026-00327 225 W UPPER LEWISBURG SIGNAL 11 - FRAUD 06/21/2026
 SALEM
 BROOKVILLE PD OPEN CASE

Offenses UCR Offense Description
 5 01 291302A3 - Theft - deception
 01 291302A3 - Theft - deception
 01 291302A3 - Theft - deception
 01 291302A3 - Theft - deception
 01 291302A3 - Theft - deception

2026-00328 PARKVIEW @ ARLINGTON SIGNAL 53A - PROPERTY DAMAGE CRASH 07/21/2026 07/21/2026
 BROOKVILLE PD EXCEPTIONALLY CLEARED

Offenses UCR Offense Description
 1 N/A 451143A - FAILED TO STOP AT POSTED STOP SIGN

Total Incidents Reported for Date: 2

July 22, 2026

2026-00330 926 ARLINGTON SIGNAL 26I - INFORMATION REPORT 07/22/2026 07/23/2026
 BROOKVILLE PD EXCEPTIONALLY CLEARED

Offenses UCR Offense Description
 1 02 26I - INFORMATION REPORT

Total Incidents Reported for Date: 1

July 24, 2026

Brookville Police Department

Incident Log by Date Reported

Incident ID	Location, Area	Description	Date Occurred	Cleared Date	Status
July 24, 2026					
2026-00331	875 E MAIN BROOKVILLE PD	SIGNAL 35 - WARRANT ARREST	07/24/2026		OPEN CASE
Offenses UCR Offense Description 1 N/A 35 - WARRANT ARREST					
2026-00332	175 BROOKMOOR BROOKVILLE PD	SIGNAL 26A - ASSIST OTHER AGENCY	07/24/2026		OPEN CASE
Offenses UCR Offense Description 1 02 26A - ASSIST ANOTHER AGENCY/OFFICER					
2026-00333	1 COUNTRY LANE BROOKVILLE PD	SIGNAL 06B - PETTY THEFT	07/24/2026		OPEN CASE
Offenses UCR Offense Description 1 06 291302 - Theft					
Total Incidents Reported for Date: 3					

July 25, 2026

2026-00334	352 BAKER APT 4 BROOKVILLE PD	SIGNAL 20 - DOMESTIC VIOLENCE	07/25/2026	07/25/2026	ARREST
Offenses UCR Offense Description 1 02 291925 - Domestic violence					
Total Incidents Reported for Date: 1					

July 26, 2026

2026-00335	510 Upper Lewisburg Salem BROOKVILLE PD	SIGNAL 26I - FOUND PROPERTY	07/26/2026		OPEN CASE
Total Incidents Reported for Date: 1					

July 27, 2026

2026-00336	120 N FOUNTAIN BROOKVILLE PD	SIGNAL 35M - MISDEMEANOR WARRANT ARREST	07/27/2026		OPEN CASE
Offenses UCR Offense Description 1 N/A 35 - WARRANT ARREST					

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: 1

July 28, 2026

2026-00337	WESTBROOK @ WESTERN BROOKVILLE PD	SIGNAL 55 - TRAFFIC STOP	07/28/2026		OPEN CASE
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Offenses	UCR	Offense Description
2	N/A	451121 - SPEEDING
	N/A	450705 - DID OPERATE VEHICLE W/O A LICENSED DRIVER

2026-00338	112 JUNE BROOKVILLE PD	SIGNAL 53H&R - HIT AND RUN CRASH	07/28/2026		OPEN CASE
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Offenses	UCR	Offense Description
1	N/A	53H&R - HIT & RUN CRASH

2026-00339	344 BAKER BROOKVILLE PD	SIGNAL 20 - DOMESTIC VIOLENCE	07/28/2026		OPEN CASE
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Offenses	UCR	Offense Description
1	02	291927 - Violate protection order or consent agreement

Total Incidents Reported for Date: 3

Total Selected = 19

ORDINANCE 2026-07

AN ORDINANCE AMENDING THE CODE OF ORDINANCES PART 9, TITLE 3, SECTION 935.15 (a), FIXING THE TAPPING PERMIT FEES FOR SEWER SERVICE INSTALLED IN THE CITY OF BROOKVILLE, OHIO.

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

SECTION I: Section 935.15 (a) of the Code of Ordinances is hereby amended to read as follows:

For all connections to the sanitary sewer system, the fee shall be in the amount for the respective uses shown below, but in no case less than two thousand dollars (\$3,000).

Residential	Fee
Single-family residence	\$3,000.00 per residence
Multi-family residence	\$4,000.00 for first 2 units plus \$400.00 for each additional unit

Nonresidential	Fee
Commercial, Industrial, Institutional, Schools, Governmental	\$3,000.00 plus \$.35 per sq. ft.

The tapping permit fees, per the above schedule, will go into effect for permits pulled after September 1, 2026.

SECTION II: This Ordinance shall revoke and rescind all Ordinances, and parts of Ordinances and Resolutions, and parts of Resolutions that are in conflict herewith and shall be enforced from and after the earliest period allowed by law.

PASSED this _____ day of _____ 2026.

Joy Eyler, 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 Ordinance No. 2026-07 passed by the Council of the City of Brookville, Ohio, on the _____ day of _____ 2026.

Joy Eyler, Clerk

CERTIFICATE OF POSTING

The undersigned, Clerk of the City of Brookville, Ohio, hereby certifies that the foregoing Ordinance No. 2026-07 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 _____ 2026 to the _____ day of _____ 2026, both days inclusive.

Joy Eyler, Clerk

RESOLUTION NO. 26-13

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INVESTMENT MANAGEMENT AGREEMENT FOR MUNICIPAL ADVISORY SERVICES WITH REDTREE INVESTMENT GROUP.

WHEREAS, the City of Brookville has a need for municipal investment management and advisory services to assist with advise on all financing related proposals, ideas and concepts submitted to the City of Brookville by financial services companies; and

WHEREAS, Redtree Investment Group has unique knowledge and experience in the area of municipal financial services for municipal governments and has demonstrated an ability to assist in accomplishing the objectives of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BROOKVILLE, OHIO AS FOLLOWS:

Section 1. The City of Brookville hereby agrees to enter into an Investment Management Agreement with Redtree Investment Group; and the City Manager is hereby authorized to execute the Investment Management Agreement with Redtree Investment Group in a form substantially similar to the Agreement attached hereto as Exhibit "A" and incorporated herein on behalf of the City of Brookville.

Section 2. This Resolution shall be in full force and effect at the earliest date allowed by law.

PASSED this _____ day of _____ 2026.

ATTEST:

Joy Eyler, 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. 26-13 passed by the Council of said City on the _____ day of _____ 2026.

Joy Eyler, Clerk

CERTIFICATE OF POSTING

The undersigned, Clerk of Council of the City of Brookville, Ohio, hereby certifies that the foregoing Resolution No. 26-13 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 _____ 2026, to the _____ day of _____ 2026, both days inclusive.

Joy Eyler, Clerk

EXHIBIT A

REDTREE INVESTMENT GROUP
Investment Management Agreement

REDTREE INVESTMENT GROUP
Investment Management Agreement

Kindred Spirits Investment Management, LLC, doing business as RedTree Investment Group (the “Adviser”), is a registered investment adviser under the Investment Advisers Act of 1940, as amended (the “Advisers Act”). In consideration of the agreements herein, the undersigned, (the “Client”), hereby retains Adviser to provide advice and supervision for Client’s investment portfolio managed by Adviser (the “Account”) consistent with its duties and obligations under the Advisers Act. Client recognizes that risk is inherent in any investment in securities and that Adviser cannot guarantee any level of return on the investment capital in the Account.

- 1. Investment Management.** Adviser will invest and reinvest the securities, cash and/or other investments held in the Account in accordance with the investment guidelines and policy statement (the “Investment Guidelines”) attached hereto as Addendum A, and as amended from time to time by Client. Adviser shall not be liable for the establishment of the Investment Guidelines and shall have no responsibility for the management of any assets other than those in the Account which are designated for management by Adviser.

In connection with the advisory services being provided to Client, Adviser is entitled to rely on the financial and other information supplied by Client. Client agrees to provide such information as Adviser may require and to inform Adviser in writing of any material change in circumstances which might materially affect the manner in which Account assets should be invested and to provide Adviser with such other information as Adviser may reasonably request.

The portfolio manager or other personnel knowledgeable about the Account will be reasonably available to assist the Client during regular business hours. The Client will receive periodic statements regarding the Account. Client agrees to notify Adviser promptly regarding any questions or concerns about any item in such statement.

- 2. Trading Authorization.** Subject to any limitations imposed by the Investment Guidelines, Adviser shall have full discretionary authority and shall act as agent and attorney-in-fact with respect to the Account. Pursuant to such authorization, and in accordance with the Investment Guidelines, Adviser may, in its sole discretion and at Client’s risk, purchase, sell, exchange, convert and otherwise trade the securities and other investments in the Account, as well as arrange for delivery and payment in connection with the above, and act on Client’s behalf in all matters necessary or incidental to the handling of the Account. This trading authorization shall remain in full force and effect until terminated by either party pursuant to the provisions of paragraph 8 of this Agreement. The termination of the trading authorization will constitute a termination of this Agreement.
- 3. Execution Services.** Unless instructed in writing to the contrary, and to the extent consistent with Adviser’s duty to obtain best execution, Adviser will select the broker/dealer(s) to provide execution services relative to the purchase and/or sale of securities for the Account. Client hereby authorizes Adviser to effect transactions in the Account through such unaffiliated broker/dealers as Adviser may select consistent with its fiduciary duties to the extent permitted by law.

Unless instructed in writing to the contrary, any specification of a broker or dealer by Client indicates a preference for such broker or dealer but does not constitute a direction requiring order execution through such broker or dealer. Client understands that Adviser negotiates commissions for transactions, and that in doing so Adviser may consider, where applicable, such factors as Client preferences; research services; execution capability; commission rates; financial standing of executing firm; timeliness in rendering services; availability, cost and quality of custodial services; and continuity in providing such services. Client also understands that commission levels vary among brokers or dealers and differ according to the size and type of transactions. Any direction or Client preference of a specific broker or dealer may affect Adviser’s ability to negotiate commissions and may result in a disparity between the Client’s commission charges and those which might otherwise be obtainable by Adviser.

Client understands that Adviser performs, among other things, investment advisory services for other clients. Client recognizes that Adviser may give advice and take action in the performance of its duties to clients (including other Adviser’s clients) that may differ from advice given, or in the timing and nature of action taken, with respect to Client. Nothing in this Agreement shall be deemed to impose any obligation on Adviser to purchase or sell, or recommend for purchase or sale, for Client any securities or other investments which Adviser or any affiliates may purchase or sell, or recommend for purchase or sale, for its or their own account, or for the account of any other client.

4. **Custody.** The Client shall appoint a custodian (the “Custodian”) to have possession of the assets of the Account and settle transactions for the Account. Adviser may recommend to the Client a Custodian, such as US Bank National Association (“US Bank”). The Client agrees to instruct the Custodian to accept instructions from Adviser regarding the assets in the Account, notify Adviser as to the identity of the Custodian, provide Adviser with reasonable advance notice of any subsequent changes in the Custodian, and, to the extent applicable, to disburse fees due hereunder to Adviser. The Client agrees to notify Adviser promptly of any additions to, or withdrawals from the Account, and the Client agrees to instruct Adviser to notify the Custodian of any additions to, or withdrawals from, the Account. The Client shall be responsible for all custodial arrangements, all acts and omissions of the Custodian, and all direct expenses of the Account (e.g., custodian’s fees, brokerage expenses). Client should review all account statements provided by such Custodian and compare those account statements to any account statements provided by Adviser.
5. **Fees.** The Client agrees to pay Adviser a monthly fee in arrears for its services hereunder computed and payable in accordance with Addendum B attached hereto. It is understood that the fee schedule indicated in Addendum B may be changed from time to time by Adviser upon at least ninety (90) days’ prior written notice to the Client. The Client agrees that it will be the obligation of the Client to pay such Custodian fee. In computing the market value of any investment of the Account, each security shall be valued in a manner determined in good faith by Adviser to reflect its fair market value. If Adviser receives reports from the custodian setting forth current market prices or values of the assets, Adviser may rely on that information without verification in determining the fair market value of the assets in the Client’s account.

Client’s account may be invested, from time to time, in underlying investments (e.g., money market mutual funds, etc.) that have their own fees and expenses that are borne either directly or indirectly by their shareholders or unit holders, including Client. These fees and expenses are separate from, and in addition to, the other fees payable to Adviser by Client. As a result of making such investments in these types of funds, Client should be aware that Client is paying multiple layers of fees on the amount of Client’s assets so invested—the fees and expenses charged by the funds and the fees and other compensation that Client pays to Adviser.

6. **Directions to Adviser.** If this Agreement is entered into by a trustee or other fiduciary, the trustees or other fiduciary acting on behalf of the Client represents that the services contemplated by this contract are within the scope of the investments authorized pursuant to any applicable plan, trust and/or applicable law and that the person signing below is duly authorized to negotiate the terms of this Agreement, including fees, and to enter into (and renew) this Agreement. Client warrants that any securities delivered to Adviser are free of any encumbrances, including constructive liens. If the signatory is acting on behalf of a corporation, the signatory represents that the execution of this Agreement has been duly authorized by appropriate corporate action. Client agrees to notify Adviser promptly in writing of any event which might affect this authority or the propriety of this Agreement.
7. **Proxies and other Legal Notices.** Unless otherwise specified in writing by the Client, Adviser shall vote all proxies at its discretion and in accordance with its proxy voting guidelines. Adviser is authorized, but is not required, to take any action or render any advice with respect to securities presently or formerly held in the Account, or the issuers thereof, which become the subject of any legal proceedings, including bankruptcies.
8. **Termination of Agreement.** This Agreement may be terminated upon at least thirty (30) days’ prior written notice by either party to the other and termination will become effective upon receipt of such notice; provided, however, that Client may terminate discretion on the Account at any time by providing written notice as specified herein to Adviser. Client will send additional copies any such notice of termination to the address listed in section 14. Such termination will not, however, affect the liabilities or obligations of the parties under this Agreement arising from transactions initiated prior to such termination and Adviser shall retain amounts in the Account sufficient to effect completion of such transactions. Upon the termination of this Agreement, Adviser shall be under no obligation whatsoever to recommend any action with regard to, or to liquidate the securities or other investments in the Account.
9. **Non-Assignability.** This Agreement may not be assigned (within the meaning of the Advisers Act) by Adviser without the prior written consent of Client.
10. **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio applicable to agreements fully executed and to be performed therein exclusive of conflicts of law, provided, however, that nothing herein shall be construed in any manner inconsistent with the Advisers Act, or any rule, regulation or order of the Securities and Exchange Commission promulgated thereunder.
11. **Entire Agreement.** This Agreement represents the entire agreement between the parties with regard to the matters described herein and may not be modified or amended except by a writing signed by the party to be charged except as otherwise noted herein.

- 12. Severability.** If any provision of this Agreement shall be held or made invalid by a statute, rule, regulation, decision of a tribunal or otherwise, the remainder of this Agreement shall not be affected thereby and, to this extent, the provisions of this Agreement shall be deemed to be severable.
- 13. Electronic Signature and Delivery.** The Adviser may use electronic signatures and obtain them from the Client as part of transactions with the Client. Client authorizes delivery, and agrees to accept, all required regulatory notices, disclosures, and other communications and documents via electronic mail and/or via Adviser's internet web site, rather than orally or by traditional mailing of paper copies. By consenting to the electronic delivery of all information relating to the Assets, Client hereby acknowledge that they possess the technical ability and resources to receive electronic delivery of documents through electronic mail or Adviser internet website, and authorizes Adviser to deliver all communications by electronic mail to the email address specified by Client from time to time ("Email Address") or by posting the communication on Adviser internet website. Client further agree that Adviser may provide in any electronic medium (including via Email Address delivery or posting on Adviser website) any recommendation, disclosure, or document that is required by applicable securities laws or this Agreement to be provided by Adviser, and that the use of any one method permitted under this Agreement for communications with Client will be sufficient to satisfy any delivery requirement thereunder. If Client chooses to opt out of electronic delivery, then they agree that Adviser may deliver communications and documents orally or by traditional mailing of paper copies. Both parties acknowledge and agree that an electronic copy of a document shall have the same evidentiary authority and effect as a hard copy original of said document.
- 14. Notice.** All notices, requests, instructions or other communications required or permitted under this Agreement shall be given in writing (and shall be deemed to have been duly given upon receipt) by delivery in person, by facsimile, by registered or certified mail (postage prepaid, return receipt requested), by electronic mail, or by overnight delivery to the respective parties as follows:

If to the Client:

If to Adviser:

RedTree Investment Group
5050 Section Ave., Suite 420
Cincinnati, Ohio 45212
Attention: Ryan Nelson
Telephone: (513) 758-8494
E-mail: docs@redtreeinv.com

15. Representations. By executing and delivering this Agreement, the Client represents that this Agreement is valid and has been duly authorized by appropriate corporate or similar action, does not violate any obligation by which the Client is bound, and when so executed and delivered, will be binding upon Client in accordance with its terms (and the Client agrees to provide Adviser with evidence of such authority as may be reasonably requested by Adviser). The Client further represents that it has determined (on its own or based on consultations with its legal, tax, or other advisors) that having Adviser manage the Account is consistent with the Client's investment objectives and that the Client has had access to any and all information concerning Adviser which it has requested or considers necessary to make a proper evaluation of entering into this Agreement. The Client specifically acknowledges that it has received Adviser's disclosure statement, as required by Rule 204-3 under the Advisers Act (Adviser's Form ADV Part 2A, or its brochure, herein defined as the "Brochure").

16. Miscellaneous.

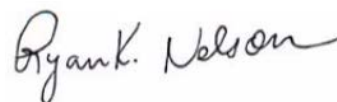
The date of this Agreement shall be the later of the date of acceptance by Adviser or the receipt by Adviser of the monies and or the securities for investment.

As used herein, reference in the singular shall, as and if appropriate, include the plural.

All paragraph headings in this Agreement are for convenience of reference only, do not form part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.

This Agreement shall be governed by the laws of the State of Ohio, except to the extent superseded by the Advisers Act.

**Kindred Spirits Investment Management,
LLC. d/b/a RedTree Investment Group**



(Signature) _____

(Signature) _____

Name:

Name: Ryan Nelson, CFA

Title:

Title: Managing Principal

Date: _____

Date: _____

Addendum A

Investment Guidelines

Attached

Addendum B

Fees shall be assessed against the Account in arrears following the end of each calendar month based on the value of the assets in the Account on the last business day of the applicable month. If assets are added to or withdrawn from the Account during the month, an appropriate adjustment will be made to the fee charged for that month. All monthly fees and charges are automatically assessed against the Client's Account unless the Client elects direct billing. If Client elects direct billing for services hereunder, Client shall pay the monthly fees and charges within fifteen (15) days after receipt of the bill. If this Agreement shall be in effect for only a portion of a month, the fee shall be pro-rated for such portion based on the number of days the Agreement was in effect to the number of days in the month. All custodial fees are the responsibility of the Client.

The following annual fees will be charged to the _____ account:

RESOLUTION NO. 26-14

A RESOLUTION AUTHORIZING THE CITY OF BROOKVILLE TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND / OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED.

WHEREAS, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure; and

WHEREAS, the City of Brookville is planning to make capital improvements to the Hay Avenue Roadway Improvements, Phase IV project; and

WHEREAS, the infrastructure improvement herein above described is considered to be a priority need for the community and is a qualified project under the Ohio Public Works Commission (OPWC) programs.

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

SECTION I: The City Manager is hereby authorized to apply to the OPWC for the Hay Avenue Roadway Improvements, Phase IV project; and

SECTION II: The City Manager is further authorized to enter into any agreements as may be necessary and appropriate for obtaining financial assistance from OPWC.

SECTION III: This Resolution shall take effect immediately and be in force thirty (30) days after passage as provided by the Charter of City of Brookville.

PASSED this _____ day of _____, 2026.

ATTEST:

JOY EYLER, 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. 2026-14, passed by the Council of the City of Brookville, Ohio, on the _____ day of _____, 2026.

JOY EYLER, CLERK

CERTIFICATE OF POSTING

The undersigned, Clerk of the City of Brookville, Ohio, hereby certifies that the foregoing Resolution No. 2026-14 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 _____, 2026, to the _____ day of _____, 2026, both days inclusive.

JOY EYLER, CLERK