



CITY COUNCIL REGULAR MEETING AGENDA

Monday, April 13, 2026 at 7:00 PM

15 East Franklin Street Bellbrook, Ohio 45305
T (937) 848-4666 | <http://www.bellbrook.gov/>

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. APPROVAL OF THE MINUTES
 - A. [Approval of the March 9, 2026 Regular Meeting minutes.](#)
5. MAYOR'S ANNOUNCEMENTS / SPECIAL GUEST AND PRESENTATIONS
6. CITIZEN COMMENTS
7. CITY MANAGER'S REPORT
8. PUBLIC HEARING OF PROPOSED LEGISLATION
9. OLD BUSINESS
10. NEW BUSINESS

Community Affairs / Administration

- A. Board and Commission Appointments
 - Motion to Appoint Stephanie Senkiw to Planning Board
 - Motion to Appoint Lakisha Taylor to BZA/PRC
- B. [Discussion on DORA establishment process.](#)
[Motion to direct the City Manager to complete the statutory application for a DORA.](#)
- C. [Ordinance No. 2026-O-02 TO APPROVE A REZONING OF PARCEL L35000200050007100 AS IDENTIFIED ON THE GREENE COUNTY AUDITOR'S MAP LISTED AS 51 S EAST STREET TO SPLIT AND CREATE A NEW LOT AND PARCEL AND ACCEPTING THE RECOMMENDATION OF THE PLANNING BOARD \(ZONING CASE 26-PB-01\)](#)

Finance

- A. [Ordinance 2026-O-03 AMENDING ORDINANCE 2025-O-15 BY MAKING SUPPLEMENTAL APPROPRIATIONS FOR EXPENSES OF THE CITY OF BELLBROOK FOR THE PERIOD BEGINNING JANUARY 1, 2026 AND ENDING DECEMBER 31, 2026, AND DECLARING AN EMERGENCY.](#)
- B. [Ordinance 2026-O-04 AMENDING TITLE FOUR – UTILITIES, CHAPTER 1042 – WATER, SECTION 1042.07 – OPERATION FEES OF THE BELLBROOK CODE OF ORDINANCES](#)
- C. [Resolution 2026-R-11 AUTHORIZING THE CITY MANAGER TO ENTER INTO A FULL SERVICE STREET LIGHTING AGREEMENT WITH MIAMI VALLEY LIGHTING, LLC, RATIFYING THE AGREEMENT RETROACTIVE TO JANUARY 1, 2026](#)
- D. [Resolution 2026-R-12 AUTHORIZING THE CITY MANAGER TO EXPEND FUNDS TO COVER THE COSTS OF VARIOUS GOODS AND SERVICES ORDERED FOR CITY OPERATIONS AND TO MAKE PAYMENT ON INVOICES WITH A THEN AND NOW CERTIFICATE](#)

Public Safety

- A. [Ordinance 2026-O-05 AMENDING PART FOUR – TRAFFIC CODE, TITLE FOUR – PUBLIC WAYS AND TRAFFIC CONTROL DEVICES, CHAPTER 412 – OBSTRUCTION AND SPECIAL USES OF PUBLIC WAYS TO CREATE A NEW SECTION 412.05 – LOW SPEED MICROMOBILITY DEVICES OF THE BELLBROOK CODE OF ORDINANCES](#)
- B. [Resolution 2026-R-13 AUTHORIZING THE CITY MANAGER TO PURCHASE REPLACEMENT CARDIAC MONITORS FOR USE BY THE FIRE DEPARTMENT THROUGH THE OHIO COOPERATIVE PURCHASING PROGRAM AND WAIVING THE COMPETITIVE BIDDING REQUIREMENTS](#)

- C. [Resolution 2026-R-14 AUTHORIZING THE CITY MANAGER TO RECEIVE QUOTES AND ENTER INTO AN AGREEMENT TO UPDATE AND/OR REPLACE THE CAMERA AND BUILDING CONTROL SECURITY SYSTEM FOR CITY HALL](#)

Public Service

- A. [Ordinance 2026-O-06 ESTABLISHING WALNUT STREET AND HIGH STREET IN THE CITY OF BELLBROOK AS ONE-WAY STREETS](#)
- B. [Resolution 2026-R-15 AUTHORIZING THE CITY MANAGER TO RECEIVE QUOTES AND ENTER INTO AN AGREEMENT TO REPLACE THE ROOF ON THE WINTER'S LIBRARY BUILDING](#)
- C. [Resolution 2026-R-16 AUTHORIZING THE CITY MANAGER TO ENTER INTO RELATED AGREEMENTS WITH THE GREENE COUNTY ENGINEER'S OFFICE FOR THE 2026 COLLECTIVE PAVING AND MARKING PROGRAM AND WAIVING THE COMPETITIVE BIDDING REQUIREMENTS](#)

11. CITY OFFICIAL COMMENTS

12. EXECUTIVE SESSION

13. ADJOURNMENT

File Attachments for Item:

A. Approval of the March 9, 2026 Regular Meeting minutes.

RECORD OF PROCEEDINGS

Bellbrook City Council Meeting
March 9, 2026

Item A. Section 4, Item

1. CALL TO ORDER:

Mayor Schweller called the Regular Meeting of the Bellbrook City Council to order at 7:00pm

2. PLEDGE OF ALLEGIANCE:

Mayor Schweller led the Council in the Pledge of Allegiance.

3. ROLL CALL

PRESENT

Mr. Logan Ashley
Mrs. Katherine Cyphers
Mr. Forrest Greenwood
Mr. Ernie Havens
Deputy Mayor T.J. Hoke
Mrs. Kathleen Wright
Mayor Mike Schweller

4. APPROVAL OF THE MINUTES

A. Approval of the February 23, 2026, Regular Meeting minutes.

5. MAYOR'S ANNOUNCEMENTS / SPECIAL GUEST AND PRESENTATIONS

A. Chief Bizzarro and Chief Carmin presented commendations for life saving efforts.

6. CITIZEN COMMENTS

Ann Beaman, 33 Upper Hillside, spoke about electronic vehicles and concerns of safety regarding them.

7. CITY MANAGER'S REPORT

Mr. Schommer said that he and staff have participated in four Committee meetings of Council. One item that was to be on the meeting agenda tonight was introduction of an ordinance related to slow moving micro mobility devices. We are legally reviewing which section is most appropriate for proper codification.

8. PUBLIC HEARING OF PROPOSED LEGISLATION

9. OLD BUSINESS

10. NEW BUSINESS

11. Community Affairs / Administration

A. March 4th meeting Committee Report

Mr. Havens summarized the report and said one item is disbanding OVRB and replacing it with something with a broader scope. More to come in the next few weeks.

RECORD OF PROCEEDINGS

Bellbrook City Council Meeting
March 9, 2026

Item A. Section 4, Item

Mayor Schweller said he likes the direction the committee is going.
Deputy Mayor Hoke asked what the difference would be with the advisory and Planning Board.
Mr. Havens said they would have an advocacy role.

B. Resolution No. 2026-R-09 AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE BELLBROOK-SUGAR MAPLE FESTIVAL COMMITTEE, INC FOR THE 2026 SUGAR MAPLE FESTIVAL

Mr. Ashley recused himself and left the room

Mr. Schommer read the Resolution Title and provided a synopsis.

Brief discussion of how the festival has grown and continues to grow.

Motion made by Mrs. Cyphers. Second by Ms. Wright

Voting Yea: Mrs. Cyphers, Mr. Greenwood, Mr. Havens, Deputy Mayor Hoke, Mrs. Wright, Mayor Schweller

Mr. Ashley rejoined the meeting.

12. Finance

No Update

13. Public Safety

A. February 27 meeting Committee Report

Mr. Ashley gave an update on the recent meeting. Working on changes to the micro mobility devices to follow in line and clarifying the Ohio Revised Code. Also discussed the City applying for funding to remodel the firehouse.

14. Public Service

A. March 4 meeting Committee Report

Mr. Greenwood read the report in its entirety.

Deputy Mayor Hoke commented on future projects and how they can affect main breaks and said new equipment will help address those issues.

B. Resolution No. 2026-R-10 AUTHORIZING THE CITY MANAGER TO SOLICIT, ADVERTISE, AND RECEIVE PROPOSALS FROM QUALIFIED FIRMS TO PROVIDE SERVICES RELATED TO THE STUDY, DESIGN, AND INSTALLATION OF A FILTRATION SYSTEM FOR THE CITY OF BELLBROOK WATER PRODUCTION FACILITY

Mr. Schommer read the Resolution Title and provided a synopsis.

Motion made by Mr. Greenwood. Second by Deputy Mayor Hoke.

Voting Yea: Mr. Ashley, Mrs. Cyphers, Mr. Greenwood, Mr. Havens, Deputy Mayor Hoke, Mrs. Wright, Mayor Schweller

15. CITY OFFICIAL COMMENTS

Mr. Ashley – Said he’s happy we have a resident who alive thanks to our Public Safety team.

Mrs. Cyphers – Commented same as Mr. Ashley and said she received confirmation to make Bellbrook a Tree City.

RECORD OF PROCEEDINGS

Bellbrook City Council Meeting
March 9, 2026

Item A. Section 4, Item

Mr. Greenwood – Commented on how all of Bellbrook's departments work together and that work helped save a life.

Mr. Havens – Echoed remarks on life saving efforts.

Ms. Wright – Echoed remarks on life saving efforts.

Deputy Mayor Hoke – Thanked citizens of Bellbrook for voting for the Public Safety levy which allows our departments to remain fully staffed. Thanked Ann Beaman.

Mayor Schweller – Echoed same as Council on life saving efforts. Thanked the audience, viewers and cameraman.

16. EXECUTIVE SESSION

17. ADJOURNMENT

7:52

Michael Schweller, Mayor

Robert Schommer, Clerk of Council

File Attachments for Item:

B. Discussion on DORA establishment process.

Motion to direct the City Manager to complete the statutory application for a DORA.



Downtown Bellbrook DORA: The Step-by-Step Process

1. Determine Eligibility

Before starting, the city must ensure it meets the statutory requirements, including:

- **Population-based limits on DORA size and number**
 - Up to **640 contiguous acres** if population > 50,000.
 - Up to **320 contiguous acres** if population ≤ 50,000.
 - Municipalities under 50,000 population may create up to **three** DORAs.
-

2. Prepare the Official DORA Application

The **executive officer (City Manager)** may prepare and file the application with the city council. The application must include all items required under R.C. 4301.82(B):

Required Components:

1. **Boundary Map or Survey**
Must clearly outline the proposed DORA and comply with acreage limits.
 2. **General Description of Establishments**
Identify the types of businesses located within the DORA (restaurants, bars, retail, mixed-use, etc.).
 3. **Statement of Compliance with Division (D)**
This ensures population-based size and quantity limits are satisfied.
 4. **Zoning Consistency Evidence**
Show the DORA's land uses match the master zoning plan.
 5. **Public Health & Safety Plan**
Include proposed rules, sanitation, police enforcement considerations, signage, and cup-rules to ensure safe operation.
 6. **At least two qualified permit holders (A and D Permits).**
This refers to bars or restaurants with specific liquor permits
-

3. File the Application With the Legislative Authority (City Council)

The City Manager submits the completed application to the city council for review. This starts the statutory timeline.

4. Publish Public Notice Within 45 Days

Within **45 days** of the application's submission:

- City council must publish a **public notice** in a newspaper of general circulation (or as permitted under R.C. 7.16).
 - The notice must include:
 - A statement that the application is on file with the clerk and open for public inspection.
 - The **date and time of any public hearing** (if held).
-

5. Optional Public Hearing

City council may hold a hearing for public input which must be not earlier than 30 and not later than 60 days after publication of the Public Notice. While not mandated in all circumstances, it is common practice, and the required notice must disclose the hearing details.

6. City Council Votes on the Application

City council must approve the DORA **by ordinance or resolution**, requiring a **majority vote** which establishes requirements Council determines necessary to ensure public health and safety within the area. The Ordinance must include:

- The specific boundaries of the area including street addresses
- The number, spacing and type of signage designating the area
- The hours of operation for the area
- The number of personnel needed to ensure public safety in the area
- A sanitation plan that will help maintain the appearance and public health of the area
- The number of personnel needed to execute the sanitation plan
- A requirement that beer and intoxicating liquor be served solely in plastic bottles or other non-glass containers in the area

If approved:

- The area **officially becomes a DORA** as described in the application.
- The city must notify:
 - The **Ohio Division of Liquor Control**
 - The **Department of Public Safety’s Investigative Unit**
This includes the final boundary description.

If not approved:

- The mayor may revise and resubmit the application.
-

7. Operational Setup

After approval, the city must implement infrastructure and procedures, often modeled after existing city applications (e.g., Dayton, Centerville, Beavercreek). Typical components include:

a. Signage Installation

Clear boundary signage and rules posted at entrances and within the district.

b. Approved Cup System

A uniform cup design that identifies licensed beverages within the DORA.

c. Vendor Participation Rules

Only **qualified permit holders** within the boundary may serve drinks carried outside.

d. Public Safety Coordination

Police staffing plans, sanitation routines, frequency of trash pickup, and crowd control strategy.

8. Launch the DORA

Once signage, rules, and partnerships are in place, the city publicly launches the DORA and communicates:

- Operating hours

- Rules of conduct
- Vendor list
- Map availability

The Ohio Department of Commerce also maintains a statewide DORA map available to the public.

9. Ongoing Management

The city is responsible for:

- Review of operations and re-enacting by Ordinance every 5 years through the same process as original creation
- Adjusting rules as needed
- Maintaining sanitation, policing, and signage
- Updating the Ohio Department of Commerce if boundaries change

Guidance suggests that DORAs are intended to support economic vitality, downtown foot traffic, and community engagement.

Summary Checklist

- ✓ Confirm eligibility & acreage
- ✓ Prepare statutory application
- ✓ Submit to city council
- ✓ Publish notice within 45 days
- ✓ Hold optional hearing
- ✓ Council vote
- ✓ Notify State agencies
- ✓ Install signage & rules
- ✓ Launch & maintain the DORA



Ohio Revised Code

Section 4301.82 Designated outdoor refreshment areas.

Effective: March 23, 2022

Legislation: Senate Bill 102

(A) As used in this section:

(1) "Qualified permit holder" means the holder of an A-1, A-1-A, A-1c, A-2, A-2f, or D class permit issued under Chapter 4303. of the Revised Code.

(2) "D class permit" does not include a D-6 or D-8 permit.

(B) The executive officer of a municipal corporation or the fiscal officer of a township may file an application with the legislative authority of the municipal corporation or township to have property within the municipal corporation or township designated as an outdoor refreshment area or to expand an existing outdoor refreshment area to include additional property within the municipal corporation or township. The executive officer or fiscal officer shall ensure that the application contains all of the following:

(1) A map or survey of the proposed outdoor refreshment area in sufficient detail to identify the boundaries of the area, which shall not exceed either of the following, as applicable:

(a) Six hundred forty contiguous acres if the municipal corporation or township has a population of more than fifty thousand as specified in division (D) of this section;

(b) Three hundred twenty contiguous acres if the municipal corporation or township has a population of fifty thousand or less as specified in division (D) of this section.

(2) A general statement of the nature and types of establishments that will be located within the proposed outdoor refreshment area;

(3) A statement that the proposed outdoor refreshment area complies with division (D) of this section;



(4) Evidence that the uses of land within the proposed outdoor refreshment area are in accord with the master zoning plan or map of the municipal corporation or township;

(5) Proposed requirements for the purpose of ensuring public health and safety within the proposed outdoor refreshment area.

(C) Within forty-five days after the date the application is filed with the legislative authority of a municipal corporation or township, the legislative authority shall publish public notice of the application in one newspaper of general circulation in the municipal corporation or township or as provided in section 7.16 of the Revised Code. The legislative authority shall ensure that the notice states that the application is on file in the office of the clerk of the municipal corporation or township and is available for inspection by the public during regular business hours. The legislative authority also shall indicate in the notice the date and time of any public hearing to be held regarding the application by the legislative authority.

Not earlier than thirty but not later than sixty days after the initial publication of notice, the legislative authority shall approve or disapprove the application by either ordinance or resolution, as applicable. Approval of an application requires an affirmative vote of a majority of the legislative authority. Upon approval of the application by the legislative authority, the territory described in the application constitutes an outdoor refreshment area. The legislative authority shall provide to the division of liquor control and the investigative unit of the department of public safety notice of the approval of the application and a description of the area specified in the application. If the legislative authority disapproves the application, the executive officer of a municipal corporation or fiscal officer of a township may make changes in the application to secure its approval by the legislative authority.

(D) The creation of outdoor refreshment areas is limited as follows:

(1) A municipal corporation or township with a population of more than fifty thousand shall not create more than six outdoor refreshment areas. Any such outdoor refreshment area shall include at least four qualified permit holders.



(2) A municipal corporation or township with a population of fifty thousand or less shall not create more than three outdoor refreshment areas. Any such outdoor refreshment area shall include at least two qualified permit holders.

For purposes of this section, the population of a municipal corporation or township is deemed to be the population shown by the most recent regular federal decennial census.

(E) As soon as possible after receiving notice that an outdoor refreshment area has been approved, the division of liquor control, for purposes of section 4301.62 of the Revised Code, shall issue an outdoor refreshment area designation to each qualified permit holder located within the refreshment area that is in compliance with all applicable requirements under Chapters 4301. and 4303. of the Revised Code. The division shall not charge any fee for the issuance of the designation. Any permit holder that receives such a designation shall comply with all laws, rules, and regulations that govern its license type, and the applicable public health and safety requirements established for the area under division (F) of this section.

(F)(1) At the time of the creation of an outdoor refreshment area, the legislative authority of a municipal corporation or township in which such an area is located shall adopt an ordinance or resolution, as applicable, that establishes requirements the legislative authority determines necessary to ensure public health and safety within the area. The legislative authority shall include in the ordinance or resolution all of the following:

- (a) The specific boundaries of the area, including street addresses;
- (b) The number, spacing, and type of signage designating the area;
- (c) The hours of operation for the area;
- (d) The number of personnel needed to ensure public safety in the area;
- (e) A sanitation plan that will help maintain the appearance and public health of the area;
- (f) The number of personnel needed to execute the sanitation plan;



(g) A requirement that beer and intoxicating liquor be served solely in plastic bottles or other non-glass containers in the area.

The legislative authority may, but is not required to, include in the ordinance or resolution any public health and safety requirements proposed in an application under division (B) of this section to designate or expand the outdoor refreshment area. The legislative authority may subsequently modify the public health and safety requirements as determined necessary by the legislative authority.

(2) Prior to adopting an ordinance or resolution under this division, the legislative authority shall give notice of its proposed action by publication in one newspaper of general circulation in the municipal corporation or township or as provided in section 7.16 of the Revised Code.

(3) The legislative authority shall provide to the division of liquor control and the investigative unit of the department of public safety notice of the public health and safety requirements established or modified under this division.

(G) If an outdoor refreshment area has been created in accordance with this section, the holder of an F class permit that sponsors an event located in the outdoor refreshment area may apply to the division for issuance of an outdoor refreshment area designation. The division shall issue such a designation if the division determines that the permit holder is in compliance with all applicable requirements established under this chapter and Chapter 4303. of the Revised Code. An F class permit holder that receives a designation under this division shall do both of the following:

(1) Comply with all laws, rules, and regulations that govern its type of permit, and the applicable public health and safety requirements established for the outdoor refreshment area under division (F) of this section;

(2) Not block ingress or egress to the outdoor refreshment area or any other liquor permit premises located within the area.

(H) Section 4399.18 of the Revised Code applies to a liquor permit holder located within an outdoor



refreshment area in the same manner as if the liquor permit holder were not located in an outdoor refreshment area.

(I)(1) Five years after the date of creation of an outdoor refreshment area, the legislative authority of the municipal corporation or township that created the area under this section shall review the operation of the area and shall, by ordinance or resolution, either approve the continued operation of the area or dissolve the area. Prior to adopting the ordinance or resolution, the legislative authority shall give notice of its proposed action by publication in one newspaper of general circulation in the municipal corporation or township or as provided in section 7.16 of the Revised Code.

If the legislative authority dissolves the outdoor refreshment area, the outdoor refreshment area ceases to exist. The legislative authority then shall provide notice of its action to the division of liquor control and the investigative unit of the department of public safety. Upon receipt of the notice, the division shall revoke all outdoor refreshment area designations issued to qualified permit holders within the dissolved area. If the legislative authority approves the continued operation of the outdoor refreshment area, the area continues in operation.

(2) Five years after the approval of the continued operation of an outdoor refreshment area under division (I)(1) of this section, the legislative authority shall conduct a review in the same manner as provided in division (I)(1) of this section. The legislative authority also shall conduct such a review five years after any subsequent approval of continued operation under division (I)(2) of this section.

(J) At any time, the legislative authority of a municipal corporation or township in which an outdoor refreshment area is located may, by ordinance or resolution, dissolve all or a part of the outdoor refreshment area. Prior to adopting the resolution or ordinance, the legislative authority shall give notice of its proposed action by publication in one newspaper of general circulation in the municipal corporation or township or as provided in section 7.16 of the Revised Code. If the legislative authority dissolves all or part of an outdoor refreshment area, the area designated in the ordinance or resolution no longer constitutes an outdoor refreshment area. The legislative authority shall provide notice of its actions to the division of liquor control and the investigative unit of the department of public safety. Upon receipt of the notice, the division shall revoke all outdoor refreshment area designations issued to qualified permit holders or the holder of an F class permit within the dissolved area or portion of the area.

File Attachments for Item:

C. Ordinance No. 2026-O-02 TO APPROVE A REZONING OF PARCEL L35000200050007100 AS IDENTIFIED ON THE GREENE COUNTY AUDITOR'S MAP LISTED AS 51 S EAST STREET TO SPLIT AND CREATE A NEW LOT AND PARCEL AND ACCEPTING THE RECOMMENDATION OF THE PLANNING BOARD (ZONING CASE 26-PB-01)

RECORD OF ORDINANCES

Item C. Section , Item

Ordinance No. 2026-O-02

April 27, 2026

City of Bellbrook State of Ohio

Ordinance No. 2026-O-02

TO APPROVE A REZONING OF PARCEL L35000200050007100 AS IDENTIFIED ON THE GREENE COUNTY AUDITOR'S MAP LISTED AS 51 S EAST STREET TO SPLIT AND CREATE A NEW LOT AND PARCEL AND ACCEPTING THE RECOMMENDATION OF THE PLANNING BOARD (ZONING CASE 26-PB-01)

WHEREAS, the citizens of Bellbrook require the efficient and orderly planning of land uses within the City; and

WHEREAS, the Bellbrook Planning Board has reviewed Case 26-PB-01 and on March 19, 2026 recommended approval by a vote of 3-0 for the Re-zoning Lot Split; and

WHEREAS, the Bellbrook City Council has reviewed and considered the issue.

NOW, THEREFORE, THE CITY OF BELLBROOK HEREBY ORDAINS:

Section 1. The application requesting approval of a Re-zoning (Case 26-PB-01) is hereby approved in accordance with the Planning Board's recommendation.

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

PASSED BY City Council this 27th day of April 2026.

____ Yeas; ____ Nays.

AUTHENTICATION:

Michael W. Schweller, Mayor

Robert Schommer, Clerk of Council

APPROVED AS TO FORM:
Stephen McHugh, Law Director

City of Bellbrook
State of Ohio

Planning Board Decision Record 26-PB-01

WHEREAS, on February 20, 2026, the applicant, Bellbrook-Sugarcreek Schools, requested a two-way split of the existing lot at 51 S East Street (Planning Board Case 26-PB-01); and

WHEREAS, on March 19, 2026 the City of Bellbrook Planning Board did meet in an open, public forum and fully discuss the details of the request of the applicant

NOW, THEREFORE, BE IT RESOLVED by the City of Bellbrook Planning Board that:

Section 1. There was a valid motion placed on the floor to approve the request made by the applicant for a two-way split into individual lots at the site of 51 S. East Street (Planning Board Case 26-PB-01) in accordance with the recommendation of the Staff Report dated March 16, 2026.

Section 2. That it is found and determined that all formal actions of the Planning Board relating to the adoption of this Decision Record Resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including §121.22 of the Revised Code of the State of Ohio.

MOTION STATED BY: Mr. Tuttle and SECONDED BY: Mr. Dahling

Roll call vote showed 3 Yeas; 0 Nays.

Motion to approve is ADOPTED this 19th day of March, 2026

AUTHENTICATION:

Denny Bennett, Planning Board Chair

Rob Schommer, Clerk/Secretary

File Attachments for Item:

A. Ordinance 2026-O-03 AMENDING ORDINANCE 2025-O-15 BY MAKING SUPPLEMENTAL APPROPRIATIONS FOR EXPENSES OF THE CITY OF BELLBROOK FOR THE PERIOD BEGINNING JANUARY 1, 2026 AND ENDING DECEMBER 31, 2026, AND DECLARING AN EMERGENCY.

City of Bellbrook

Ordinance No. 2026-O-03

AMENDING ORDINANCE 2025-O-15 BY MAKING SUPPLEMENTAL APPROPRIATIONS FOR EXPENSES OF THE CITY OF BELLBROOK FOR THE PERIOD BEGINNING JANUARY 1, 2026 AND ENDING DECEMBER 31, 2026, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Bellbrook adopted the 2026 annual budget based on the best information available at the time; and

WHEREAS, additional costs and/or adjustments are required for various 2026 Personnel Services and Other Expenses which requires the amendment of various appropriation levels.

Now, Therefore, the City of Bellbrook Hereby Ordains:

Section 1. That to provide for the required expenses and other expenditures of the City of Bellbrook during the fiscal year ending December 31, 2026, the appropriation levels are amended as set forth in Exhibit A attached hereto and incorporated herein by reference and hereby set aside to be appropriated.

Section 2. This Ordinance is declared to be an emergency measure necessary to meet a public emergency affecting health, safety, morals or the public welfare, or a special emergency in the operation of a Municipal department, and for the further reason that there is a need to return the original advance of the OPWC grant amount from the Capital Fund to the General Fund; therefore, this Ordinance shall take full force and effect immediately upon its adoption by Council

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

PASSED BY City Council this 13th day of April, 2026.

_____ Yeas; _____ Nays.

AUTHENTICATION:

Michael Schweller Mayor

Robert Schommer, Clerk of Council

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

RECORD OF ORDINANCES

Item A. Section , Item

Ordinance No. 2026-O-03

April 13, 2026

EXHIBIT A

Fund	2026 Current Appropriations	Personnel Revisions	Other Expenses Revisions	Total Revisions	Amended 2026 Appropriations
100 General Fund Total	\$1,553,396				\$1,620,896
<i>11 Legislative</i>	\$44,052				\$44,052
<i>12 Administrative</i>	\$585,870				\$585,870
<i>13 Library</i>	\$3,165				\$3,165
<i>14 Museum</i>	\$36,625		\$2,500	\$2,500	\$39,125
<i>15 Community Environment</i>	\$86,584				\$86,584
<i>30 Capital Outlay</i>	\$797,100		\$65,000	\$65,000	\$862,100
202 OneOhio Opioid Settlement Fund	\$12,398				\$12,398
210 Street Fund	\$488,559				\$488,559
220 State Highway Fund	\$55,200				\$55,200
230 Police Fund	\$1,871,219		\$1,862	\$1,862	\$1,873,081
240 Fuel System Fund	\$2,550				\$2,550.00
250 Fire Fund	\$1,671,100		\$1,060	\$1,060	\$1,672,160
270 Police Pension Fund	\$83,742				\$83,742
280 Motor Vehicle License Fund	\$155,600				\$155,600
400 Public Safety Fund Total	\$610,199				\$610,199
<i>23 Pollice</i>	\$382,406				\$382,406
<i>25 Fire</i>	\$227,793				\$227,793
610 Waste Collection Fund	\$673,548				\$673,548
620 Water Fund Total	\$2,477,569				\$2,477,569
<i>12 Administrative</i>	\$320,425				\$320,425
<i>21 Streets</i>	\$2,157,144				\$2,157,144
800 Performance Bond Fund	\$5,000				\$5,000
810 Agency Fund	\$1,500.00				\$1,500.00
Total All Funds	\$9,661,579		\$70,422	\$70,422	\$9,732,001

File Attachments for Item:

B. Ordinance 2026-O-04 AMENDING TITLE FOUR – UTILITIES, CHAPTER 1042 – WATER, SECTION 1042.07 – OPERATION FEES OF THE BELLBROOK CODE OF ORDINANCES

**City of Bellbrook
State of Ohio**

Ordinance No. 2026-O-04

AMENDING TITLE FOUR – UTILITIES, CHAPTER 1042 – WATER, SECTION 1042.07 – OPERATION FEES OF THE BELLBROOK CODE OF ORDINANCES

WHEREAS, The City of Bellbrook has adopted Title Four - Utilities – of the Bellbrook Code of Ordinances; and

WHEREAS there is a need to modify the current operation fees for water utilities regarding shutoffs and reconNECTIONS; and

WHEREAS, City Council wishes to amend Title Four – Utilities, Chapter 1042 – Water, Section 1042.10 -Operation Fees.

NOW, THEREFORE, THE CITY OF BELLBROOK HEREBY ORDAINS:

Section 1. That the following amendments to Title Four – Utilities, Chapter 1042 – Water, Section 1042.10 -Operation Fees are hereby approved in its entirety attached hereto and incorporated herein by reference, with deletions shown by ~~strike through~~ and additions shown by **bold** and underscored.as follows:

Sec. 1042.07. Operation fees.

Operation fees are hereby established as follows:

- (a) Nonpayment shut-off/turn-on ~~\$30.00~~ **\$45.00**
- (b) Nonpayment turn on after hours \$90.00
- (c) Shut-off and turn-on at meter pit during working hours (upon request for maintenance purposes) ~~30.00~~ **\$45.00**
- (d) Shut-off and turn-on at meter pit during non-working hours (upon request for maintenance purposes)90.00
- (e) Visit to install or inspect a new water service following two visits made at no charge to the builder ~~30.00~~ **\$45.00**
- (f) Vacation shut-off and/or storage of meter (upon customer request) Monthly minimum
- (g) Damaged meter repair... Cost
(including labor)
- (h) Damaged fire hydrant...Cost
(including labor)
- (i) Shut-off at main (upon request for maintenance or violation...Cost
(including labor)
- (j) Returned check fee ~~30.00~~ **\$45.00 plus any additional costs to the City from the financial institution**

RECORD OF ORDINANCES

Item B. Section , Item

Ordinance No. 2026-O-04

April 27, 2026

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

PASSED BY City Council this 27th day of April, 2026.

____ Yeas; ____ Nays.

AUTHENTICATION:

Michael W. Schweller, Mayor

Robert Schommer, Clerk of Council

APPROVED AS TO FORM:
Stephen McHugh, Municipal Attorney

File Attachments for Item:

C. Resolution 2026-R-11 AUTHORIZING THE CITY MANAGER TO ENTER INTO A FULL SERVICE STREET LIGHTING AGREEMENT WITH MIAMI VALLEY LIGHTING, LLC, RATIFYING THE AGREEMENT RETROACTIVE TO JANUARY 1, 2026

RECORD OF RESOLUTIONS

Item C. Section , Item

Resolution No. 2026-R-11

April 13, 2026

City of Bellbrook State of Ohio

Resolution No. 2026-R-11

AUTHORIZING THE CITY MANAGER TO ENTER INTO A FULL SERVICE STREET LIGHTING AGREEMENT WITH MIAMI VALLEY LIGHTING, LLC, RATIFYING THE AGREEMENT RETROACTIVE TO JANUARY 1, 2026

WHEREAS, the City previously entered into a Full Service Street Lighting Agreement with Miami Valley Lighting, LLC (MVLt) effective January 1, 2016 for the provision and maintenance of street lighting services within the City; and

WHEREAS, the City is part of a consortium of municipalities that jointly negotiated the street lighting agreement through the Miami Valley Communications Council (MVCC); and

WHEREAS, the current street lighting agreement, as extended, is scheduled to expire on April 30, 2026; and

WHEREAS, MVCC and Miami Valley Lighting, LLC have successfully negotiated a seven-year successor street lighting agreement for the continued provision and maintenance of street lighting services within the City; and

WHEREAS, the Council of the City of Bellbrook wishes to continue to provide street lighting services under the provisions of the successor agreement.

NOW, THEREFORE, THE CITY OF BELLBROOK HEREBY RESOLVES:

Section 1. The City Manager is hereby authorized to execute an Agreement with Miami Valley Lighting, LLC as substantially set forth in Exhibit A.

Section 2. The Agreement is hereby ratified to be retroactive to January 1, 2026.

Section 3. That it is found and determined that all formal actions of the City Council relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including §121.22 of the Revised Code of the State of Ohio.

Section 4. That this resolution shall take effect and be in force forthwith.

PASSED BY City Council this 13th day of April, 2026.

____ Yeas; ____ Nays.

RECORD OF RESOLUTIONS

Item C.Section , Item

Resolution No. 2026-R-11

April 13, 2026

AUTHENTICATION:

Michael W. Schweller, Mayor

Robert Schommer, Clerk of Council

Resolution 2026-R-11 Exhibit A

**FULL-SERVICE
STREET LIGHTING AGREEMENT**

Between

City of Bellbrook

and

Miami Valley Lighting, LLC

Effective Date: January 1, 2026

**Miami Valley Communications Council –
Negotiator for the Joint Municipalities**

**CITY OF BELLBROOK
FULL-SERVICE STREET LIGHTING AGREEMENT**

THIS FULL-SERVICE STREET LIGHTING AGREEMENT (“Agreement”) is entered into by and between City of Bellbrook (the “Municipality”) and **Miami Valley Lighting, LLC** (“MVLt”) effective the 1st day of January, 2026.

Recitals

WHEREAS, Miami Valley Communications Council (“MVCC”), on behalf of the municipalities of Beavercreek, Bellbrook, Brookville, Carlisle, Centerville, Clayton, Englewood, Fairborn, Germantown, Greenville, Huber Heights, Kettering, Miamisburg, Moraine, Oakwood, Riverside, Sidney, Trotwood, Troy, Union, Urbana, Vandalia, Washington Court House, West Carrollton, and Xenia (the “Joint Municipalities”), negotiated the terms of a full-service street lighting agreement with MVLt; and

WHEREAS, pursuant to the terms of this Agreement, MVLt is willing to own, maintain, and operate lighting fixtures and associated equipment (generally including luminaires, poles, masts, wiring, conduit, and connective components, hereinafter collectively referred to as “Fixtures”) on a long-term basis to provide full service lighting services to the Municipality, and the Municipality desires to purchase such full service lighting services from MVLt at prices and on terms stated herein; and

NOW, THEREFORE, the Municipality and MVLt desire to enter into this formal Full-Service Street Lighting Agreement containing all of the terms and conditions under which MVLt shall provide lighting to the streets, roads and public places within the boundaries of the Municipality.

AGREEMENT

I. PRIMARY PROVISIONS.

A. **Term of Agreement.** The term of this Agreement shall be seven (7) years to commence on January 1, 2026, and end on December 31, 2032.

B. **Modification and Extension.**

1. Ninety (90) days prior to the expiration of the Agreement, the parties shall commence good faith negotiations for renewal of the Agreement.
2. Notwithstanding any assignment of this Agreement by MVLt, the parties acknowledge and agree that MVCC, or any replacement organization serving a substantially similar function for the participating municipalities, to the extent designated by a participating municipality, shall retain the right to act as a negotiation representative on behalf of the participating municipalities on a collective basis with respect to any renewal, extension, or successor agreement to

this Agreement. For clarity, MVCC’s role as negotiation representative is intended to facilitate collective discussions and shall not limit MVLt’s ability to communicate directly with an individual municipality regarding day-to-day operational matters during the Term. The parties further agree to work in good faith to establish a mutually reasonable schedule for renewal discussions, including periodic meetings and exchange of proposals, consistent with Section I.B.1.

- 3. At the discretion of the Municipality, the Municipality may designate MVCC as its negotiation representative for the conduct of good faith negotiation for renewal or renewal with modifications of this Agreement.
- 4. After such good faith negotiations, should the parties be unable to agree on new terms and conditions within thirty (30) days before the date the Agreement is to terminate, then either party, on or before December 31, 2032, may provide the other party with written notice of termination to be effective as of December 31, 2032.
- 5. Nothing in this Agreement, including any assignment, shall be construed to limit, waive, or impair any rights, powers or authority of the Municipality or MVCC under applicable law, including, any non-waivable governmental or police powers and the Municipality’s legally valid right-of-way, permitting, and regulatory authority. This provision must be specifically acknowledged and accepted by the assignee. Notwithstanding the foregoing, nothing in this Section I.B.5 shall be construed to relieve either party of its express obligations under this Agreement except to the extent performance is prohibited by applicable law. For clarity, the assignee acknowledgement may be satisfied by a written acknowledgement included in the assignment and assumption agreement.

C. **Full-Service Street Lighting Defined.** Full-service street lighting (“Full-Service Street Lighting”) is the provision of illumination for the streets, roads and public places within the Municipality by MVLt utilizing MVLt Fixtures (as defined in section I.D. below) and associated equipment, operated and maintained by MVLt and attached to either MVLt, Municipality, or another entity’s poles. Full-Service Street Lighting also includes service calls, system maintenance, and installation of lighting fixtures as further described in this Agreement.

D. **Definitions.** As used in this Agreement:

“Failure,” “failure,” or variants of such word when used in the context of a Luminaire that has failed, means that that the Luminaire is not operable for reasons which cannot be resolved by a simple repair (e.g., replacement of a non-functioning lamp or photocell) or a repair to a portion of the fixture other than the Luminaire.

“Fixtures” means, depending on usage, “MVLt fixtures” (as defined below) or MVLt equipment used for lighting purposes that is attached to poles or other supporting structures owned by the Municipality or other entity.

“Luminaires” means a complete lighting unit consisting of a lamp or LED unit (and, as applicable, the ballast or LED driver) a photocell, together with the parts designed to

distribute the light, to position and protect the lamp and ballast and that portion of the wiring that connects the lamp to the wiring installed from the power supply to the lamp.

“MVLt fixtures” means and includes poles, masts, luminaires, and related wiring owned by MVLt and installed within the boundaries of the Municipality as identified in the Fixture Inventory. When required by AES Ohio, MVLt fixtures may include a meter cabinet and associated structure.

E. MVLt Fixture Removal Upon Termination.

1. Fixtures in Place as of or After January 1, 2026. If this Agreement is not renewed or replaced with an agreement extending beyond December 31, 2032, or is terminated prior to that for any reason, MVLt shall have a reasonable amount of time to remove all MVLt Fixtures that were in place as of or after January 1, 2026, at its own cost and shall be responsible to remediate the right of way upon removal consistent with then current guidelines of the Municipality for right of way restoration.
2. Safe Removal. Removal of the MVLt Fixtures by MVLt shall be coordinated with the Municipality in a manner that does not adversely impact the health, safety, and welfare of the citizens of the Municipality.
3. Underground Wiring. Any underground wiring connecting to any MVLt Fixture shall not be removed and shall be left in place in as is condition and where possible in a condition, acceptable for any future connection. Nothing herein however shall be interpreted to require MVLt to make any improvements or repairs to any underground wiring in the event of removal of MVLt fixtures.
4. No Appropriation. During the term of this Agreement, the Municipality shall not attempt to appropriate any MVLt owned street lighting assets through any type of appropriation proceeding or legislative action.

F. Monthly Charge for Full Service Street Lighting.

The pricing effective January 1, 2026, and for subsequent years of the term (“Monthly Charge”) for poles, masts, luminaires, related wiring (excluding trenching necessary for underground electric service wiring), and energy will be as set forth in Appendix A attached and incorporated herein by reference. Except as explicitly provided otherwise below, the cost-of-service calls, system maintenance, and other obligations undertaken by MVLt under this Agreement shall be provided by MVLt as part of the Monthly Charge.

- G. New Installation Charges. This subsection I.G. applies with respect to: (i) the installation of a new pole where the new pole is not a replacement for an existing pole (ii) the incremental poles in a circumstance where multiple existing poles are replaced

by a larger number of new poles; and (iii) new Luminaires installed on existing or new poles.

Pricing for new installation (“Installation Charge”) of Luminaires and poles after the Effective Date of this Agreement shall be as set forth below. The Installation Charge shall also include any wiring and other components necessary to render the new installation operational. New installations may require an AES Ohio metered service in situations where MVLt cannot provide adequate voltage from an existing MVLt electric source. When an AES Ohio meter is required, MVLt will include the meter location in its project plan and will seek Municipality approval of the meter location prior to installation. Where possible MVLt will seek to place meters in most inconspicuous locations possible (eg. backside of pole). When underground wiring is required or requested by the Municipality, it will be the responsibility of the Municipality to provide all trenching, backfilling, pavement cuts and repairs, and associated work and/or costs for the installation of such underground wiring. MVLt will be afforded the opportunity to bid for the provision of such service. New streetlights will be installed on existing or new MVLt poles or poles owned by AES Ohio or a related entity, or Municipality provided poles. Should Municipality choose to have MVLt install a standard cobra head Luminaire on an AES Ohio or other pole, the Municipality will be responsible for any standard third-party pole attachment fee incurred by MVLt from AES Ohio or other pole owner. Any third-party expense to be incurred shall first be submitted to the Municipality for review and approval prior to incurring any such third-party expense.

1. Light Emitting Diode (“LED”) Luminaires. MVLt’s Standard lighting will include, at a minimum, the following 5-Tiers of LED cobra head lighting luminaires effective January 1, 2026: The approximate lumen output for each standard Tier is as follows:
 - a. Tier I LED Cobra – 6,000 Lumens
 - b. Tier II LED Cobra – 10,500 Lumens
 - c. Tier III LED Cobra – 13,000 Lumens
 - d. Tier IV LED Cobra – 23,000 Lumens
 - e. Tier V LED Cobra – 26,000 Lumens

The associated wattage of the above fixtures will be updated from time to time as LED improvements gain efficiency over the life of the contract term.

There will be no charge for installation of new LED Cobra Luminaires on or after January 1, 2026.

2. Poles. MVLt will offer the following standard product types for new pole installations effective January 1, 2026: 23’ spun aluminum pole or a 30’ spun aluminum poles owned by MVLt. (The pole and installation cost for a 23’ spun aluminum pole will be \$4,908 and a 30’ spun aluminum pole will be \$5,442, pricing will be updated for installation projects proposed after January 1, 2027)

The Municipality may, at its sole election, choose to purchase from MVLt and own the poles that MVLt will then install, and if such election is made, cost for chosen option will be reflected in project proposal. Poles owned by the Municipality will not be subject to that portion of the Appendix A monthly charge applicable to poles. If poles other than the above standard are desired, refer to non-standard street lighting installations section below, I.G.4.

- 3. Reservation of Rights. The Municipality may, at its sole discretion, elect to pay for and install poles and luminaires on its own and at its sole expense. Upon such election to pay for and install poles and Luminaires, the Municipality may acquire energy for such fixtures or pay the monthly regulated energy rate tariff to the regulated entity or the metered rate.
- 4. Non-Standard Street Lighting Installations. Sections I.G.1. and 2. above identify the only new equipment that MVLt will be offering for new standard street light installations under this Agreement on and after January 1, 2026. If a Municipality requests special installation of a product not listed in Section I.G.1. and 2. such as alternative color temperatures, dark sky compliant, or alternative styles of lights or poles MVLt and Municipality will negotiate independent pricing for the installation and any full-service fee. Any independent price negotiation for such special installation shall be reduced to writing as an addendum to this Agreement by utilizing the Standard Special Installation Pricing Addendum form attached hereto as Appendix B.

H. Existing Installations

- 1. High Pressure Sodium (HPS) and Metal Halide (MH) Replacement Program.
 - a. Development/Participation in Luminaire Replacement Program. Subject to the Municipality’s participation election, MVLt will develop proposals to upgrade HPS and MH Luminaries with LED Luminaries (the “Replacement Program”). A priority will be established based on a first-come, first-served basis each year.
 - b. Upon receiving notice of an election to participate in the Replacement Program by the Municipality, MVLt will be responsible for working with the Municipality on developing a proposal for replacement of HPS and MH Luminaires with LED Luminaires within the Municipality. If materials are available in MVLt stock, MVLt will complete the work within 90 days of receiving a signed proposal from the municipality.
 - c. Eligible Luminaire Replacements. The following HPS and MH fixtures are eligible for upgrade.
 - i. 50,000 Lumen Cobra Head Fixtures
 - ii. Acorn Fixtures

- iii. Traditional Fixtures
 - iv. Regal Fixtures
 - v. Teardrop Fixtures
 - vi. All Other HPS/MH Fixtures
- d. Installation Charges. Installation charges for replacing the Eligible Luminaires will be as follows:
- i. 50,000 Lumen Cobra Head Fixture \$100 per Luminaire
 - ii. Other Fixtures Priced Upon Request
2. Wood Pole Inspection, Treatment, and Replacement Program.
- a. MVLt shall inspect all MVLt owned wood poles at least once prior to 2032.
 - b. MVLt will replace any poles that fail the inspection and will communicate that information to the municipality. Municipality may, but is not required to, direct MVLt to replace the wood pole with a spun aluminum pole, in which case the regular charges for the installation and monthly use of the new poles shall apply. In the absence of such direction, any replacement for a wood pole shall be a wood pole. There will be a zero monthly charge for a replacement wood pole.
3. Steel Pole Replacement Option for Municipality.
- a. A representative from MVLt and the Municipality will visually inspect each steel pole prior to December 31, 2027. The results of the inspection shall be set forth in writing and shared with the Municipality. Within 30 days after receipt of the written report, Municipality shall provide to MVLt a list identifying each of the steel poles that the Municipality wants to replace. If the Municipality identifies one or more steel poles to replace with spun aluminum poles, MVLt shall develop a schedule for such replacement pole(s). The schedule for such replacements shall be in MVLt's sole discretion, but it shall consult with Municipality prior to initiating the replacement program. MVLt shall also consider scheduling requests by Municipality but is not required to make modifications to its planned replacement schedule.
 - b. There will be no separate removal or installation charge for replacement of steel poles with spun aluminum poles.
 - c. MVLt Indemnification of Municipality Regarding Steel Poles. It is agreed and recognized that Municipality has no particular expertise in the evaluation of the safety or physical integrity of steel poles. MVLt therefore agrees to hold harmless and indemnify Municipality and

Municipality’s officials, employees, and contractors (“Indemnitees”), against any and all claims, liabilities, damages to property, or injuries or death of persons (“Claim”) brought against Indemnitees by a non-party to this Agreement to the extent such Claim has as its basis the alleged actions or non-actions of Indemnitees with respect to the Steel Pole Replacement Option set forth herein. MVLt’s indemnification shall include reimbursement for Municipality’s legal expenses. MVLt shall have the right, but not the obligation, to hire its own counsel and assume control over the litigation strategy, including the negotiation and execution of settlements. Whether received by Municipality or other Indemnitee through service of process or through an informal writing threatening litigation or alleging a Claim, Municipality shall notify MVLt of any such Claim and MVLt shall have the right and opportunity to develop the initial response. Absent good cause, a failure by Municipality to notify MVLt of a Claim as set forth in the preceding sentence, shall relieve MVLt of its indemnification obligation unless MVLt received actual knowledge of the Claim in a timely manner through other means and had the opportunity to develop the initial response.

4. Lighting Design Standards.

- a. MVLt will endeavor to design all street lighting projects in strict accordance with the latest versions of ANSI, IESNA, and local municipal standards. This approach ensures every installation complies with industry best practices for illumination levels, energy efficiency, and public safety requirements.
- b. Project proposals will be presented to Municipality prior to construction for approval. Municipality may request adjustments to the design to meet the desired community aesthetics. MVLt will comply with the approved proposal.
- c. MVLt will focus on lumen output of fixtures and will not adhere to any pre-designated wattage levels which may lead to over lit areas within the community.

I. **Billing and Payment.** Invoicing by MVLt and payment by the Municipality for services provided pursuant to this Agreement shall be as set forth below:

- 1. Full-Service Street Lighting. MVLt shall invoice the Municipality on a monthly basis for Full-Service Street Lighting within the Municipality pursuant to the pricing schedule attached hereto as Appendix A. Each invoice shall provide the number and type of luminaires and poles and the rate charged for each. The Municipality shall pay the invoice for the Monthly Charge within thirty (30) days after the mailing date of the invoice. Payments received after the due date will be subject to interest at the rate of one percent (1%) per month on all balances past due, provided however, that if the Municipality contests the

amount of a bill, the portion of the bill which is contested in good faith will not be subject to the delayed payment charge if the Municipality notifies MVLt prior to the due date for payment of the fact that it is contesting and provides the reason why that portion of the bill is incorrect.

- 2. Pass-through of Utility Meter Charges. MVLt will update the Utility Meter Charges annually according to the amount of non-energy charges applicable on January 1. AES Ohio’s current monthly customer charge for installed meters and non-energy charges for street lighting service is \$44.26 per month, which is subject to change from time-to-time pursuant to review and order of the Public Utilities Commission of Ohio. AES Ohio energy charges, however, are included in the full-service charges from MVLt to the Customer.

- 3. New Installations. MVLt shall invoice the Municipality for charges for new installations within ten (10) days after the completion of the new installation. The Municipality shall pay any charges for new installations within thirty (30) days after the mailing date of the invoice. Payments received after the due date will be subject to interest at the rate of one percent (1%) per month on all balances past due, provided however, that if the Municipality contests the amount of a bill, the portion of the bill which is contested in good faith will not be subject to the delayed payment charge if the Municipality notifies MVLt prior to the due date for payment of the fact that it is contesting and provides the reason why that portion of the bill is incorrect. MVLt shall submit to the requesting municipality a complete quote that is approved by the municipality, in writing, before commencing the new installation.

- 4. One-Time Assessment Charge. MVLt will assess a one-time charge on the Municipality’s first invoice following August 1, 2026, to assess the increase in street lighting rates provided herein without interest applied to the period between January 1, 2026 and the time in which the rates are applied to the Municipality’s regular monthly invoice.

II. ADDITIONAL OBLIGATIONS.

- A. Scope. MVLt shall provide the Municipality with Full-Service Street Lighting and various additional street lighting services designed to illuminate the streets, roads, and public places within the Municipality. All lights will be illuminated every night from approximately one-half hour after sunset of one day, until approximately one-half hour before sunrise of the next day. While MVLt cannot guarantee continuous service without interruption, any routine outage will be handled in accordance with the service parameters described in section II.C. below. In addition, MVLt shall provide new installations of light poles, Luminaires, and related components, service calls, system maintenance, and a Fixture Inventory as set forth in section II.B. of this Agreement.

- B. Fixture Inventory. MVLt shall maintain a complete inventory of all MVLt Fixtures, or components thereof, contained within the Municipality’s corporate boundaries

(Appendix C - “Fixture Inventory”). The Fixture Inventory shall set forth the specific characteristics of all Fixtures or components thereof, and shall provide locations of all poles, luminaires, and meter cabinets. Said Fixture Inventory list shall be maintained and updated by MVLt on an ongoing basis and published to the Municipality upon request during the term of this Agreement or any extension thereof. All information gathered during field audits, descriptions of the types of luminaires and poles and locations of meter cabinets shall be kept current on digital GIS records and coordinated with billing records.

- C. **Service Calls.** The Municipality will report to MVLt all Luminaires which fail to illuminate. To the extent possible, such reports shall be made through the web-based outage reporting system that MVLt has developed and agrees to maintain in its current or modified form. The outage shall be reported by Municipality utilizing the identification data fields provided in the Fixture Inventory. Service shall be restored for minor outages (lamp, photocell, fuse, exposed wiring) within three (3) working days. MVLt will repair major outages (underground electric faults, Luminaire or pole replacements) within seven (7) working days. MVLt shall provide the Municipality with a prorated credit for each reported Luminaire not repaired within these time requirements. The prorated credit shall be accumulated and reflected by MVLt in a bill credit at least semi-annually. At the same time, for informational purposes, MVLt shall also provide a summary of the Municipality’s annual bill credit to the Executive Director of MVCC.

- D. **Maintenance.** MVLt, as part of its service and maintenance obligations, shall repair and/or replace defective or broken components; test, repair and/or replace defective street light wiring. Additionally, MVLt agrees to perform one (1) annual daytime or nighttime inspection of its street lighting equipment within the Municipality from January 1, 2026 through December 31, 2032.

All inspections performed by MVLt shall be summarized and delivered to the city manager of each Municipality via e-mail, stating the date and time of each inspection, nature of repairs made by specific pole location, and date repairs were made.

If a municipality notifies MVLt of a failing steel pole, MVLt will use best efforts to replace the pole in a timely manner at no cost to the community. MVLt will coordinate a schedule between it and the Municipality.

If a community wishes to paint steel poles, MVLt will submit pricing for the painting of those poles. If a Municipality chooses to paint poles within its community MVLt will allow this activity with completion of a signed waiver agreement. Prior to painting the Municipality is responsible for removal of all signage or other attachments made to the MVLt pole.

- E. **Fixture Changes Requested by Host Municipality.** MVLt shall relocate any Fixture, at its cost, upon receipt of written notice and instructions from the Municipality. Recognizing that some MVLt luminaires are installed on poles owned by other entities

and that MVLt can only be responsible for relocating the portion of the assets which it owns. Any equipment removed that was installed less than 10 years ago will be assessed as an early retirement charge of the current rate multiplied by the number of months remaining in this contract.

- F. Smart Light Pilot Program. Smart lighting replaces an existing photocell with a new 2-way communicating photocell. The standard smart lighting capabilities typically include features such as dimming, reporting outages or other types of lighting failure, and a customer portal. Some smart lighting systems will also offer additional features such as the addition of traffic sensors, cameras, or tilt sensors to notify about down poles. Smart lighting should result in significantly faster outage reporting and therefore more reliable lighting.
 - 1. MVLt intends to begin 2 smart lighting pilots. Pilots will include the installation of a small number of smart lights within participating communities. The pilot program may be testing several different technologies and features. Features such as dimming will require pre-approval from the host community prior to testing. Pilot program will be offered without charge.
 - 2. Upon completion of 12 months of program participation in the pilot program, MVLt will generate a report which will be shared with all MVCC Communities and MVCC.
 - 3. If the pilot program was found to be successful, MVLt will develop a proposal to offer expanded deployment of smart lighting. Host Communities are under no obligation to participate in either the smart lighting pilot or further deployment. If a pilot program is discontinued without expansion, pilot smart lights will be removed and replaced with standard equipment.

III. GENERAL PROVISIONS.

- A. Right of Way Utilization. MVLt will be permitted to install and operate in the public right of way any of the Fixtures described in this Agreement at no cost to MVLt for use of the public right of way for the street lighting system described in this Agreement. Any such use of the public right of way shall be subject to the respective legally valid right of way ordinance for each Municipality except that any cost or fee imposed on MVLt for right of way use shall be inapplicable.
- B. Municipality to Consider MVLt for Other Lighting Projects. Municipality shall ensure that MVLt is considered as a potential contractor or service provider for the construction, installation, operation, or maintenance of any indoor or outdoor lighting services required by Municipality with respect to Municipality’s facilities including buildings, parks and other Municipality properties. During the term of this Agreement, Municipality shall contact MVLt, place MVLt on any bidder’s lists or other solicitations, and invite MVLt to bid on any project that Municipality may make with respect to lighting services. Nothing herein shall require Municipality to accept

MVLt’s bid or otherwise establish a priority for MVLt’s consideration. This provision is to ensure only that MVLt has an opportunity to make an offer that Municipality will consider.

C. Replacement of Replacement Fixtures. The Municipality agrees that any Fixtures replaced by MVLt within the Municipality during the Term of this Agreement will remain in place during the Term of this Agreement unless replacement becomes necessary for purposes of continued safety or road construction.

D. Dispute Resolution.

1. In the event that Municipality has identified an MVLt Fixture that it believes has a defect in its physical integrity such that the pole or Luminaire may fall, or there is danger of electric shock, and MVLt disagrees, or if there is a disagreement regarding the steps necessary to rectify the physical defect, the parties shall first elevate the dispute to the level of Municipality Manager (or equivalent position) and MVLt Vice President, who shall meet in good faith in an attempt to resolve the dispute. With respect to those MVLt Fixtures that are subject to dispute as set forth herein, the same indemnification provided by MVLt to the Municipality relative to steel poles as referenced in section I.H.4.e. shall apply to those MVLt Fixtures until such time as MVLt replaces that portion of the MVLt Fixture that is under dispute.

2. Should any other type of dispute not addressed in section III.D.1 above arise between the parties relative to the terms of the Agreement, the offended party shall be required to provide written notice to the offending party specifying the nature of the alleged breach (the "Breach"). Within three (3) days of such written notice, the parties shall conduct a meeting in an effort to discuss and resolve the Breach. Thereafter, the offending party shall have a period of thirty (30) days to either cure the Breach or provide sufficient evidence to the offended party's satisfaction that appropriate steps are being taken by the offending party to remedy the Breach. At the end of the thirty (30) day cure period, the parties shall conduct a second meeting to make a determination whether or not the Breach has been cured and to work toward a resolution. Thereafter, if the breach remains unresolved, the offended party may pursue any and all legal remedies available at law or equity, however, the parties specifically agree that any legal action taken by either party shall be limited to arbitration rather than litigation. Any such arbitration shall be conducted under the laws of Ohio and the Commercial Arbitration Rules of the American Arbitration Association, and the venue for the arbitration shall be Dayton, Ohio.

IV. MISCELLANEOUS PROVISIONS.

A. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio.

B. Force Majeure. Neither party shall be liable to the other for any act, omission, misfeasance, malfeasance or circumstance arising or resulting from events reasonably

beyond the control of either party. If a force majeure condition arises, each party will use due diligence to remove the condition and put itself in a position to carry out all of the obligations assumed hereunder.

- C. **Complete Agreement; Modification.** This Agreement supersedes all prior discussions, negotiations, understandings and agreements between the parties, written or oral (including the Letter of Intent), is intended as a complete and exclusive statement of the terms of the agreement between the parties, and may be amended, modified, or rescinded only by a written instrument executed by both parties.

- D. **No Third Parties.** Except as otherwise provided herein, this Agreement is made for the sole benefit of the Municipality and MVLt, and no other person or entity shall have any right of action of any kind hereon or be deemed to be an intended third party beneficiary of this Agreement.

- E. **Invalid Provisions.** In the event that any one or more of the provisions contained in this Agreement are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

- F. **Interpretive Provisions.** All exhibits and appendices referred to in and attached to this Agreement are incorporated by reference. The headings of each section and paragraph are for convenience of reference only and shall not be considered in interpreting or construing any term or condition of this Agreement. Words in the singular shall include the plural, and vice versa, and words in the masculine shall include the feminine and/or neuter, and vice-versa, where the context so requires for a reasonable interpretation of this Agreement. Except as otherwise set forth in this Agreement, for purposes of computing any time requirements under this Agreement, the term “days” shall mean all calendar days, including Saturdays, Sundays and legal holidays. All of the promises, agreements, representations and warranties made by either party are material terms of this Agreement. Time is of the essence in the performance of all obligations of the parties under this Agreement. For purposes of construction and interpretation of this Agreement, neither party shall be deemed to be the draftsman, nor shall this Agreement be interpreted or construed in favor of or against either party. Delay, failure, or partial exercise by a party of any right or remedy under this Agreement will not constitute a waiver of any right or remedy.

- G. **Binding Effect; Assignment.** The rights and obligations of each party under this Agreement shall inure of and shall be binding upon any subsidiary, affiliate, successor or permitted assignee to the extent provided below. Provided that the assignee executes an assignment and assumption agreement under which it agrees to fulfill all obligations under this Agreement, MVLt shall have the right to assign the Agreement without prior written approval of the Municipality: (1) to an assignee that is an affiliate of MVLt; (2) to an assignee that is credit-worthy as defined below; or (3) to an assignee that provides to Municipality assurances of performance in the form of (i) cash deposited in an account designated by Municipality in an amount equal to or greater than the prior six months of Municipality payments under this Agreement; (ii) a letter of credit for

the benefit of Municipality issued by a U.S. bank in an amount equal to or greater than the prior six months of Municipality payments under this Agreement; or (iii) a guarantee of performance by a credit-worthy parent company that controls assignee. A "Credit-worthy" entity under this Agreement is defined as an entity that has at least one minimum corporate or issuer credit rating of at least "BB-" from Standard & Poors Rating Services, "Ba3" from Moody's Investors Services, Inc. or "BB-" from Fitch, Inc. Any other proposed assignment of this Agreement by MVLt shall require prior written approval of the Municipality, which consent shall not be unreasonably withheld or conditioned. For purposes of this section IV.G., in determining reasonableness, the Municipality may consider such things as the prospective assignee's experience, financial condition, conduct and performance on previous contracts, facilities, management skills, and ability to properly execute the Agreement. Furthermore, upon satisfaction of the foregoing assignment requirements, the Municipality shall not unreasonably oppose the assignment and any transfer of assets necessary for the performance of this Agreement to the permitted assignee in connection with applicable regulatory approvals, provided that nothing herein shall be construed to limit the Municipality's authority or obligations under applicable law.

H. Notices. All notices, demands and other communications under this Agreement shall be in writing, and delivered in person, or mailed by certified mail, return receipt requested, postage prepaid, or by express delivery service. In the alternative, notices may be delivered by facsimile or attached to electronic mail (e-mail), with confirmation of the original sent by ordinary mail. Notices shall be deemed to have been delivered on the date the party to be notified first receives the notice. All notices shall be addressed to the parties at the following addresses which may be changed only by written notice given to the other parties:

If to MVLt: Miami Valley Lighting, L.L.C.
1065 Woodman Drive
Dayton, OH 45432
Attn: Customer Account Manager, MVLt

If to Municipality: City Manager
City of Bellbrook

I. Counterparts. This Agreement may be executed by the parties in counterparts which when taken together shall be deemed to be one original, and/or may be executed in multiple copies, each of which shall be deemed an original. All true and accurate copies of this fully executed Agreement shall be valid and binding evidence of the agreement of the parties, whether the document and/or any or all of the signatures are reproductions of an original by photocopy, facsimile transmission, electronic mail, or other method commonly accepted as accurate.

IN WITNESS WHEREOF, the parties have set their hands effective the 1st day of January, 2026.

CITY OF BELLBROOK

MIAMI VALLEY LIGHTING, LLC

By: _____

By: _____

Name Printed: _____

Name Printed: _____

City Manager

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Name: _____

Law Director

Date: _____

**CERTIFICATE OF FUNDS AVAILABILITY
BY MUNICIPALITY FISCAL OFFICER**

I, _____, _____ of the City of _____, hereby certify that the funds for payment of the contractual obligations set forth in the Full Service Street Lighting Agreement between the City of _____ and Miami Valley Lighting, LLC effective January 1, 2026, have been lawfully appropriated for such purpose and are in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrance to the extent necessary to meet the obligations of this contract maturing in the first or current fiscal year thereof.

Name: _____

Title: _____

APPENDIX AMonthly Charges for All Fixtures and Poles Installed

Mercury Vapor Fixtures	2026	2027	2028	2029	2030	2031	2032
4,000 Mercury Traditional	\$12.63	\$13.17	\$13.60	\$13.97	\$14.35	\$14.74	\$15.15
7,700 Mercury Traditional	\$12.84	\$13.39	\$13.83	\$14.21	\$14.60	\$15.00	\$15.41

Metal Halide Fixtures	2026	2027	2028	2029	2030	2031	2032
11,700 MH Traditional	\$16.17	\$16.86	\$17.41	\$17.89	\$18.38	\$18.89	\$19.41
12,500 MH Flood	\$29.39	\$30.64	\$31.64	\$32.51	\$33.40	\$34.32	\$35.26
20,800 MH Libertyville	\$29.92	\$31.19	\$32.20	\$33.09	\$34.00	\$34.94	\$35.90
36,000 MH Libertyville	\$30.87	\$32.18	\$33.23	\$34.14	\$35.08	\$36.04	\$37.03
41,500 MH Shoebox	\$18.55	\$19.34	\$19.97	\$20.52	\$21.08	\$21.66	\$22.26

High Pressure Sodium Fixtures	2026	2027	2028	2029	2030	2031	2032
5,800 HPS Acorn	\$15.38	\$16.03	\$16.55	\$17.01	\$17.48	\$17.96	\$18.45
5,800 HPS Traditional	\$11.48	\$11.97	\$12.36	\$12.70	\$13.05	\$13.41	\$13.78
9,500 HPS Acorn	\$16.08	\$16.76	\$17.30	\$17.78	\$18.27	\$18.77	\$19.29
9,500 HPS Acorn - Cust Metered	\$14.37	\$14.98	\$15.47	\$15.90	\$16.34	\$16.79	\$17.25
9,500 HPS Cooper Acorn	\$23.78	\$24.79	\$25.60	\$26.30	\$27.02	\$27.76	\$28.52
9,500 HPS Gas Light	\$20.98	\$21.87	\$22.58	\$23.20	\$23.84	\$24.50	\$25.17
9,500 HPS Traditional	\$11.05	\$11.52	\$11.89	\$12.22	\$12.56	\$12.91	\$13.27
16,000 HPS Acorn Old Town	\$25.43	\$26.51	\$27.37	\$28.12	\$28.89	\$29.68	\$30.50
16,000 HPS Acorn Copperfield/Park Place	\$16.46	\$17.16	\$17.72	\$18.21	\$18.71	\$19.22	\$19.75
16,000 HPS Dual Heritage/16' Manchester	\$16.22	\$16.91	\$17.46	\$17.94	\$18.43	\$18.94	\$19.46
16,000 HPS Heritage/16' Manchester	\$8.64	\$9.01	\$9.30	\$9.56	\$9.82	\$10.09	\$10.37
16,000 HPS Providence	\$17.31	\$18.05	\$18.64	\$19.15	\$19.68	\$20.22	\$20.78
16,000 HPS Regal	\$24.08	\$25.10	\$25.92	\$26.63	\$27.36	\$28.11	\$28.88
16,000 HPS Regal/Taylorsville	\$29.14	\$30.38	\$31.37	\$32.23	\$33.12	\$34.03	\$34.97

High Pressure Sodium Fixtures (Continued)	2026	2027	2028	2029	2030	2031	2032
16,000 HPS Teardrop	\$23.05	\$24.03	\$24.81	\$25.49	\$26.19	\$26.91	\$27.65
27,000 HPS Flood	\$18.50	\$19.29	\$19.92	\$20.47	\$21.03	\$21.61	\$22.20
27,000 HPS Libertyville	\$28.59	\$29.81	\$30.78	\$31.63	\$32.50	\$33.39	\$34.31
27,000 HPS Teardrop	\$28.59	\$29.81	\$30.78	\$31.63	\$32.50	\$33.39	\$34.31
50,000 HPS Cobra	\$19.01	\$19.82	\$20.46	\$21.02	\$21.60	\$22.19	\$22.80
50,000 HPS Flood	\$17.88	\$18.64	\$19.25	\$19.78	\$20.32	\$20.88	\$21.45
50,000 HPS Libertyville Teardrop	\$28.25	\$29.45	\$30.41	\$31.25	\$32.11	\$32.99	\$33.90

LED Fixtures	2026	2027	2028	2029	2030	2031	2032
10,300 LED Cobra	\$20.99	\$21.88	\$22.59	\$23.21	\$23.85	\$24.51	\$25.18
11,100 LED Cobra	\$20.33	\$21.19	\$21.88	\$22.48	\$23.10	\$23.74	\$24.39
14,800 LED Cobra	\$23.93	\$24.95	\$25.76	\$26.47	\$27.20	\$27.95	\$28.72
225W LED T4FT Navion	\$16.89	\$17.61	\$18.18	\$18.68	\$19.19	\$19.72	\$20.26
5,000 LED Cooper Acorn Gen Ser	\$15.11	\$15.75	\$16.26	\$16.71	\$17.17	\$17.64	\$18.13
Tier I LED Acorn	\$15.59	\$16.25	\$16.78	\$17.24	\$17.71	\$18.20	\$18.70
Tier I LED Acorn - Cust Metered	\$14.51	\$15.13	\$15.62	\$16.05	\$16.49	\$16.94	\$17.41
Tier I LED Cobra	\$9.44	\$9.84	\$10.16	\$10.44	\$10.73	\$11.03	\$11.33
Tier I LED Cobra - 2700K	\$10.03	\$10.46	\$10.80	\$11.10	\$11.41	\$11.72	\$12.04
Tier I LED Cobra - Cust Metered	\$8.31	\$8.66	\$8.94	\$9.19	\$9.44	\$9.70	\$9.97
Tier I LED Gas Light	\$20.35	\$21.21	\$21.90	\$22.50	\$23.12	\$23.76	\$24.41
Tier I LED Granville - Green	\$22.04	\$22.98	\$23.73	\$24.38	\$25.05	\$25.74	\$26.45
Tier I LED Traditional	\$10.71	\$11.17	\$11.53	\$11.85	\$12.18	\$12.51	\$12.85
Tier I LED Traditional - Cust Metered	\$9.38	\$9.78	\$10.10	\$10.38	\$10.67	\$10.96	\$11.26
Tier II LED Acorn	\$18.43	\$19.21	\$19.83	\$20.38	\$20.94	\$21.52	\$22.11
Tier II LED Cobra	\$11.07	\$11.54	\$11.92	\$12.25	\$12.59	\$12.94	\$13.30
Tier II LED Cobra - Black	\$15.78	\$16.45	\$16.98	\$17.45	\$17.93	\$18.42	\$18.93

LED Fixtures (Continued)	2026	2027	2028	2029	2030	2031	2032
Tier II LED Cobra - Cust Metered	\$8.93	\$9.31	\$9.61	\$9.87	\$10.14	\$10.42	\$10.71
Tier II LED Dual Heritage/16' Manchester	\$46.22	\$48.18	\$49.75	\$51.12	\$52.53	\$53.97	\$55.45
Tier II LED Heritage/12' Manchester	\$27.28	\$28.44	\$29.36	\$30.17	\$31.00	\$31.85	\$32.73
Tier II LED Heritage/16' Manchester	\$28.86	\$30.09	\$31.07	\$31.92	\$32.80	\$33.70	\$34.63
Tier II LED Heritage/16' Manchester - Cust Meter	\$27.22	\$28.38	\$29.30	\$30.11	\$30.94	\$31.79	\$32.66
Tier II LED Providence	\$20.94	\$21.83	\$22.54	\$23.16	\$23.80	\$24.45	\$25.12
Tier II LED Regal	\$23.36	\$24.35	\$25.14	\$25.83	\$26.54	\$27.27	\$28.02
Tier II LED Regal - Taylorsville	\$28.26	\$29.46	\$30.42	\$31.26	\$32.12	\$33.00	\$33.91
Tier II LED Teardrop	\$22.31	\$23.26	\$24.02	\$24.68	\$25.36	\$26.06	\$26.78
Tier III LED Cobra	\$12.87	\$13.42	\$13.86	\$14.24	\$14.63	\$15.03	\$15.44
Tier III LED Cobra - Cust Metered	\$10.16	\$10.59	\$10.93	\$11.23	\$11.54	\$11.86	\$12.19
Tier III LED Flood	\$15.56	\$16.22	\$16.75	\$17.21	\$17.68	\$18.17	\$18.67
Tier III LED Libertyville - Blue	\$28.59	\$29.81	\$30.78	\$31.63	\$32.50	\$33.39	\$34.31
Tier III LED Shoebox - 480V	\$18.55	\$19.34	\$19.97	\$20.52	\$21.08	\$21.66	\$22.26
Tier III LED Teardrop	\$29.92	\$31.19	\$32.20	\$33.09	\$34.00	\$34.94	\$35.90
Tier IV LED Cobra	\$15.12	\$15.76	\$16.27	\$16.72	\$17.18	\$17.65	\$18.14
Tier IV LED Cobra - Black	\$27.15	\$28.30	\$29.22	\$30.02	\$30.85	\$31.70	\$32.57
Tier IV LED Cobra - Black - Cust Metered	\$20.50	\$21.37	\$22.06	\$22.67	\$23.29	\$23.93	\$24.59
Tier IV LED Cobra - Black/GFCI	\$29.78	\$31.05	\$32.06	\$32.94	\$33.85	\$34.78	\$35.74
Tier IV LED Cobra - Black/GFCI - Cust Metered	\$19.52	\$20.35	\$21.01	\$21.59	\$22.18	\$22.79	\$23.42
Tier IV LED Cobra - Cust Metered	\$10.75	\$11.21	\$11.57	\$11.89	\$12.22	\$12.56	\$12.91
Tier IV LED Flood	\$17.88	\$18.64	\$19.25	\$19.78	\$20.32	\$20.88	\$21.45
Tier IV LED Teardrop	\$28.25	\$29.45	\$30.41	\$31.25	\$32.11	\$32.99	\$33.90
Tier V LED Cobra	\$18.90	\$19.70	\$20.34	\$20.90	\$21.47	\$22.06	\$22.67
Tier V LED Cobra - Cust Metered	\$13.67	\$14.25	\$14.71	\$15.11	\$15.53	\$15.96	\$16.40
Tier V LED Flood	\$31.30	\$32.63	\$33.69	\$34.62	\$35.57	\$36.55	\$37.56

Poles	2026	2027	2028	2029	2030	2031	2032
12' Cast Alum Pole	\$12.59	\$13.13	\$13.56	\$13.93	\$14.31	\$14.70	\$15.10
12' Cast Alum Pole - Augusta	\$15.04	\$15.68	\$16.19	\$16.64	\$17.10	\$17.57	\$18.05
12' Cast Alum Pole - Banner Arm/No GFCI	\$14.27	\$14.88	\$15.36	\$15.78	\$16.21	\$16.66	\$17.12
12' Cast Alum Pole - Beavercreek	\$11.67	\$12.17	\$12.57	\$12.92	\$13.28	\$13.65	\$14.03
12' Cast Alum Pole - Green	\$17.12	\$17.85	\$18.43	\$18.94	\$19.46	\$20.00	\$20.55
12' Cast Alum Pole - Vandalia	\$11.51	\$12.00	\$12.39	\$12.73	\$13.08	\$13.44	\$13.81
12' Fiberglass Pole - Smooth	\$5.69	\$5.93	\$6.12	\$6.29	\$6.46	\$6.64	\$6.82
12' Fiberglass Pole - Textured	\$2.72	\$2.84	\$2.93	\$3.01	\$3.09	\$3.17	\$3.26
12' Fiberglass Pole - Replacement	\$7.81	\$8.14	\$8.40	\$8.63	\$8.87	\$9.11	\$9.36
14' Cast Alum Pole - Decatur	\$12.59	\$13.13	\$13.56	\$13.93	\$14.31	\$14.70	\$15.10
17' Direct Bury Pole	\$5.69	\$5.93	\$6.12	\$6.29	\$6.46	\$6.64	\$6.82
23' Spun Alum Pole	\$6.07	\$6.33	\$6.54	\$6.72	\$6.90	\$7.09	\$7.28
27' HAPCO Pole w/Clamshell	\$17.72	\$18.47	\$19.07	\$19.59	\$20.13	\$20.68	\$21.25
30' Black Spun Aluminum/10' Arm	\$15.65	\$16.32	\$16.85	\$17.31	\$17.79	\$18.28	\$18.78
30' Spun Alum Pole	\$6.07	\$6.33	\$6.54	\$6.72	\$6.90	\$7.09	\$7.28
30' Spun Alum Pole - Black/Green	\$14.16	\$14.76	\$15.24	\$15.66	\$16.09	\$16.53	\$16.98
30' Spun Alum Pole - Mkt St Bridge	\$20.50	\$21.37	\$22.06	\$22.67	\$23.29	\$23.93	\$24.59
30' Spun Alum Pole - Mkt St Bridge - Banner Arms	\$22.22	\$23.16	\$23.91	\$24.57	\$25.25	\$25.94	\$26.65
30' Sternburg Oxford Pole	\$11.14	\$11.61	\$11.99	\$12.32	\$12.66	\$13.01	\$13.37
35' Spun Alum Pole	\$6.07	\$6.33	\$6.54	\$6.72	\$6.90	\$7.09	\$7.28
Historically Billable Pole - Aluminum	\$2.72	\$2.84	\$2.93	\$3.01	\$3.09	\$3.17	\$3.26
Historically Billable Pole - Fiberglass	\$2.72	\$2.84	\$2.93	\$3.01	\$3.09	\$3.17	\$3.26
Historically Billable Pole - Steel	\$2.72	\$2.84	\$2.93	\$3.01	\$3.09	\$3.17	\$3.26
Wood Pole	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

APPENDIX B

ADDENDUM TO FULL SERVICE STREET LIGHTING AGREEMENT

THIS ADDENDUM TO FULL SERVICE STREET LIGHTING AGREEMENT (“Addendum”) is entered into by and between the Municipality of _____ (the “Municipality”) and **Miami Valley Lighting, L.L.C.** (“MVLt”), effective the _____ day of _____, 20____.

WHEREAS, the Municipality and MVLt entered into a Full Service Street Lighting Agreement (the "Agreement") effective as of January 1, 2026; and

WHEREAS, the Municipality has requested that MVLt install special lighting equipment that is not included in MVLt’s standard inventory of lighting equipment; and

WHEREAS, pursuant to the terms of the Agreement, in the event the Municipality requests special installation of a product not listed in Appendix A to the Agreement, that the parties will negotiate independent pricing for such installation and any associated service fees.

WHEREAS, the parties have negotiated and agreed to pricing for the requested equipment and associated service fees and desire to amend the Agreement with this Addendum to reflect the agreed upon terms.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Municipality and MVLt agree as follows:

1. MVLt shall install the requested specialized lighting equipment as described in the attached product description sheets within the Municipality at the desired locations pursuant to the following pricing schedule:

- a. Cost per pole \$ _____
- b. Cost per Luminaire attached to each pole \$ _____
- c. Cost of installation of each pole and Luminaire \$ _____
- d. Total Project Cost \$ _____

2. The project will include the installation of the following number of poles and Luminaire:

- a. Poles _____
- b. Luminaire _____

3. The monthly charges for full service street lighting services for the installed poles and fixtures are as follows:

- a. Monthly cost per Luminaire \$ _____
- b. Monthly cost per pole \$ _____
- c. Total monthly cost \$ _____

These costs will be billed on MVLt’s monthly invoice to the Municipality for street lighting services.

4. This Addendum shall serve only to amend the Agreement to add the special pricing terms set forth herein for specialized lighting equipment, and all remaining terms of the Agreement, as they may have been amended prior to execution of this Addendum, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands on the dates written under the signature.

By: _____
Name Printed: _____
Title: _____
Date: _____

By: _____
Name Printed: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____
Date: _____

APPENDIX C

The following is the starting fixture inventory as of January 1, 2026. This inventory is dynamic and is likely to change from daily operations throughout the term of the contract.

CITY OF BELLBROOK	<u>QUANTITY</u>
TIER I LED COBRA	59
TIER II LED COBRA	13
TIER IV LED COBRA	18

APPENDIX D

Monthly full-service pricing of all poles and fixtures under this contract will be adjusted by the following percentages on January 1 of each year.

<u>Year</u>	<u>Adjustment</u>
2026	5.50%
2027	4.25%
2028	3.25%
2029	2.75%
2030	2.75%
2031	2.75%
2032	2.75%

AES

Item C.Section , Item

STREET LIGHT CONTRACT SUMMARY



MIAMI VALLEY TECHNOLOGY
& COMMUNICATIONS GROUP

APRIL 3, 2026

HIGHLIGHTS

AES/MVLT STREET LIGHT CONTRACT

- **OLD CONTRACT** – 10 years – The contract expired December 31, 2025, and was extended twice while negotiations continued. AES has agreed to a further extension to April 30, 2026 while communities approve the new agreement.
- **NEW CONTRACT** – 7 years – January 1, 2026 – December 31, 2032
- **HIGH PRESSURE SODIUM (HPS) LUMINAIRES** - Eliminated previous reference to HPS luminaires and added a section describing 5 tiers of LED Cobra luminaires now available to communities.
- **POLES** – The cost of providing and installing 23’ or 30’ spun aluminum poles has increased over 120% since 2019. We confirmed the cost MVLT is paying for the poles and with a reasonable mark up for installation, the proposed cost changes reflect current market pricing. Communities still have the option to pay for and install poles and luminaires on its own and at its sole expense. In those instances, the community may acquire energy from MVLT.

Effective January 1, 2026, except for replacement of existing wood poles, all future pole replacements will be either aluminum, spun aluminum, or fiberglass.

HIGHLIGHTS

AES/MVLT STREET LIGHT CONTRACT

- **COLLECTIVE NEGOTIATIONS** – With the planned purchase of AES Ohio and Indiana by a private holding firm, we added language to ensure that municipalities continue to have the option to negotiate a successor agreement on a collective basis.
- **EXISTING INSTALLATIONS** – Paragraph I.H. has been completely revised to reflect available options for upgrading HPS and MH luminaires with LED luminaires. As a group, approximately 85% of the luminaires have already been upgraded to LED. The current fixture inventory for your community is listed under Appendix C.
- **LIGHTING DESIGN STANDARDS** – Added a new lighting design standard in paragraph I.G.4 providing municipalities flexibility to meet community aesthetic standards.
- **BILLING AND PAYMENTS** – Added language that no installation can begin until a municipality approves, in writing, the project costs as described in a written quote submitted by MVLT and mutually agreed to by the parties.

HIGHLIGHTS

AES/MVLT STREET LIGHT CONTRACT

- **UTILITY METER CHARGES** – AES now requires that MVLT install meters where voltage cannot be supplied by existing lighting infrastructure. Most meter installations are associated with new residential developments. The monthly meter cost is \$44.26 and this amount will be added to the monthly invoice.
- **FIXTURE INVENTORY** – Added language to ensure that field conditions are included on GIS records that coincide with billing records.
- **MAINTENANCE** – Added language to clarify MVLT's responsibilities for maintenance and replacement of steel poles.
- **SMART LIGHTING PILOT PROJECT** – In paragraph II.F., language was added describing a voluntary smart lighting project that will be available to communities during a 12 month trial and be paid for by MVLT.

HIGHLIGHTS

AES/MVLT STREET LIGHT CONTRACT

- **CURRENT RATES** – The current rate structure is the lowest in the area and one of the lowest in the entire state. That will continue to be the case with the rate increases outlined below.
- **LAST RATE INCREASE** – The last rate increase of 5% occurred in 2020. Post Covid costs for labor and materials have increased significantly and were a major consideration in determining a reasonable rate structure framework that was fair to both parties.

- **NEW RATE STRUCTURE**

- 2026 – 5.5%
- 2027 – 4.0%
- 2028 – 3.25%
- 2029 – 2.75%
- 2030 – 2.75%
- 2031 – 2.75%
- 2032 – 2.75%

NOTE: In the August 2026 billing cycle, municipalities will see a one-time lump sum payment applying the new rates to the period from January through April 2026.

- **NEW ANNUAL RATES** – Assuming current fixture inventory, and adding the additional meter charges referred to earlier, annual cost estimates by community are detailed in the following table.

HIGHLIGHTS

AES/MVLT STREET LIGHT CONTRACT

		5.50%	4.00%	3.25%	2.75%	2.75%	2.75%	2.75%
	2025	2026	2027	2028	2029	2030	2031	2032
Beavercreek	\$75,667	\$83,158	\$85,574	\$87,260	\$92,356	\$94,749	\$97,209	\$99,736
Bellbrook	\$11,068	\$11,677	\$12,173	\$12,569	\$12,915	\$13,270	\$13,635	\$14,010
Brookville	\$81,655	\$86,983	\$90,635	\$93,546	\$96,089	\$98,703	\$101,388	\$104,147
Centerville	\$23,901	\$25,216	\$26,288	\$27,142	\$27,889	\$28,655	\$29,443	\$30,253
Clayton	\$51,021	\$54,199	\$56,431	\$58,198	\$59,939	\$61,572	\$63,251	\$64,976
Englewood	\$151,966	\$160,308	\$167,105	\$172,519	\$177,315	\$182,191	\$187,202	\$192,350
Fairborn	\$305,123	\$324,529	\$338,186	\$349,074	\$358,585	\$368,359	\$378,401	\$388,720
Germantown	\$67,594	\$72,118	\$75,106	\$77,478	\$79,683	\$81,845	\$84,067	\$86,349
Greenville	\$123,275	\$130,055	\$135,582	\$139,989	\$143,838	\$147,794	\$151,858	\$156,035
Huber Heights	\$350,020	\$370,447	\$385,581	\$397,507	\$410,034	\$421,251	\$432,777	\$444,620
Kettering	\$380,008	\$400,830	\$416,749	\$429,153	\$444,335	\$456,525	\$469,051	\$481,920
Miamisburg	\$247,657	\$262,357	\$271,878	\$279,069	\$291,409	\$299,335	\$307,479	\$315,847
Moraine	\$213,684	\$223,142	\$228,857	\$232,421	\$250,549	\$257,395	\$264,430	\$271,658
Oakwood	\$131,559	\$138,779	\$144,661	\$149,346	\$153,505	\$157,726	\$162,064	\$166,520
Riverside	\$146,330	\$155,634	\$162,181	\$167,400	\$171,960	\$176,645	\$181,459	\$186,405
Sidney	\$236,572	\$252,514	\$263,087	\$271,517	\$278,881	\$286,448	\$294,223	\$302,212
Trotwood	\$215,523	\$227,377	\$237,040	\$244,744	\$251,475	\$258,390	\$265,496	\$272,797
Troy	\$339,010	\$356,393	\$369,764	\$379,953	\$395,968	\$406,842	\$418,016	\$429,496
Union	\$234,075	\$247,368	\$257,858	\$266,221	\$273,528	\$281,035	\$288,749	\$296,675
Urbana	\$67,887	\$71,621	\$74,665	\$77,091	\$79,211	\$81,390	\$83,628	\$85,928
Vandalia	\$159,437	\$168,190	\$175,322	\$181,003	\$186,032	\$191,148	\$196,405	\$201,806
West Carrollton	\$140,627	\$148,314	\$154,569	\$159,542	\$164,085	\$168,597	\$173,233	\$177,997
Xenia	\$256,185	\$272,899	\$284,362	\$293,500	\$301,483	\$309,686	\$318,115	\$326,776
Washington Court House	\$159,092	\$168,193	\$168,193	\$130,526	\$134,101	\$137,774	\$141,548	\$145,426
Total	\$4,168,938	\$4,412,302	\$4,581,847	\$4,676,770	\$4,835,164	\$4,967,328	\$5,103,126	\$5,242,659

File Attachments for Item:

D. Resolution 2026-R-12 AUTHORIZING THE CITY MANAGER TO EXPEND FUNDS TO COVER THE COSTS OF VARIOUS GOODS AND SERVICES ORDERED FOR CITY OPERATIONS AND TO MAKE PAYMENT ON INVOICES WITH A THEN AND NOW CERTIFICATE

RECORD OF RESOLUTIONS

Item D. Section , Item

Resolution No. 2026-R-12

April 13, 2026

City of Bellbrook State of Ohio

Resolution No. 2026-R-12

AUTHORIZING THE CITY MANAGER TO EXPEND FUNDS TO COVER THE COSTS OF VARIOUS GOODS AND SERVICES ORDERED FOR CITY OPERATIONS AND TO MAKE PAYMENT ON INVOICES WITH A THEN AND NOW CERTIFICATE

WHEREAS, The City has pending invoices that exceed \$3,000 for services that were ordered for the operations of the City; and

WHEREAS, Section 5705.41 (D) of the Ohio Revised Code states “No orders or contracts involving the expenditure of money are to be made unless there is a certificate of the fiscal officer that the amount required for the order or contract has been lawfully appropriated and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances; and

WHEREAS, the Ohio Revised Code has an exception for the requirement in Section 5705.41(D) allowing a Then and Now Certificate which provides that, if the fiscal officer can certify that both at the time that the contract or order was made and at the time that he/she is completing the certification, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance, the taxing authority can authorize the drawing of a warrant; and

WHEREAS, the Ohio Revised Code allows amounts less than \$3,000 for municipalities to be paid by the fiscal officer without affirmation of the taxing authority upon completion of the Then and Now Certificate, provided that the expenditure is otherwise lawful; and

WHEREAS, there are sufficient funds currently appropriated by Ordinance to cover the costs incurred for the various goods and services

NOW, THEREFORE, THE CITY OF BELLBROOK HEREBY RESOLVES:

Section 1. The City Manager is hereby authorized to approve payments for the goods and services listed in Exhibit A through the Then and Now Certificate.

Section 2. That it is found and determined that all formal actions of the City Council relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including §121.22 of the Revised Code of the State of Ohio.

Section 3. That this resolution shall take effect and be in force forthwith.

PASSED BY City Council this 13th day of April, 2026.

_____ Yeas; _____ Nays.

RECORD OF RESOLUTIONS

Item D.Section , Item

Resolution No. 2026-R-12

April 13, 2026

AUTHENTICATION:

Michael Schweller, Mayor

Robert Schommer, Clerk of Council

Resolution 2026-R-12

EXHIBIT A

DETAIL	DESCRIPTION	TOTAL
TechAdvisors	Managed Services – December 2025	\$3,920.00

File Attachments for Item:

A. Ordinance 2026-O-05 AMENDING PART FOUR – TRAFFIC CODE, TITLE FOUR – PUBLIC WAYS AND TRAFFIC CONTROL DEVICES, CHAPTER 412 – OBSTRUCTION AND SPECIAL USES OF PUBLIC WAYS TO CREATE A NEW SECTION 412.05 – LOW SPEED MICROMOBILITY DEVICES OF THE BELLBROOK CODE OF ORDINANCES

City of Bellbrook
State of Ohio

Ordinance No. 2026-O-05

AMENDING PART FOUR – TRAFFIC CODE, TITLE FOUR – PUBLIC WAYS AND TRAFFIC CONTROL DEVICES, CHAPTER 412 – OBSTRUCTION AND SPECIAL USES OF PUBLIC WAYS TO CREATE A NEW SECTION 412.05 – LOW SPEED MICROMOBILITY DEVICES OF THE BELLBROOK CODE OF ORDINANCES

WHEREAS, the City of Bellbrook has adopted Part Four, Title Four, Chapter 412 of the Bellbrook Code of Ordinances; and

WHEREAS, City Council has identified a need to address the safety of devices operated for personal use on the streets and sidewalks of the City; and

WHEREAS the City Council wishes to create a new section to regulate Low Speed Micromobility Devices on the public ways of the City within Chapter 412 of Title Four, Part Four.

NOW, THEREFORE, THE CITY OF BELLBROOK HEREBY ORDAINS:

Section 1. That the following amendments to Part Four, Title Four, Chapter 412 of the Bellbrook Code of Ordinances be approved with the addition of Section 412.05 – Low Speed Micromobility Devices added in its entirety as follows:

Sec. 412.05. – Low Speed Micromobility Devices

- (a) A low-speed micromobility device may be operated on the public streets, highways, sidewalks, and shared-use paths, and may be operated on any portions of roadways set aside for the exclusive use of bicycles in accordance with this section.
- (b) Except as otherwise provided in this section, those sections of this title that by their nature could apply to a low-speed micromobility device do apply to the device and the person operating it whenever it is operated upon any public street, highway, sidewalk, or shared-use path, or upon any portion of a roadway set aside for the exclusive use of bicycles.
- (c) No operator of a low-speed micromobility device shall do any of the following:
 - (1) Fail to yield the right-of-way to all pedestrians at all times;
 - (2) Fail to give an audible signal before overtaking and passing a pedestrian;
 - (3) Operate the device at night unless the device or its operator is equipped with or wearing both of the following:
 - i. A lamp pointing to the front that emits a white light visible from a distance of not less than 500 feet;
 - ii. A red reflector facing the rear that is visible from all distances from 100 feet to 600 feet when directly in front of lawful lower beams of head lamps on a motor vehicle.

RECORD OF ORDINANCES

Item A. Section , Item

Ordinance No. 2026-O-05

April 27, 2026

- (d) No person shall operate a low-speed micromobility device at a speed greater than 20 miles per hour.
- (e) Whoever violates this section is guilty of a minor misdemeanor.

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

PASSED BY City Council this 27th day of April, 2026.

___ Yeas; ___ Nays.

AUTHENTICATION:

Michael W. Schweller, Mayor

Robert Schommer, Clerk of Council

APPROVED AS TO FORM:
Stephen McHugh, Municipal Attorney

File Attachments for Item:

B. Resolution 2026-R-13 AUTHORIZING THE CITY MANAGER TO PURCHASE REPLACEMENT CARDIAC MONITORS FOR USE BY THE FIRE DEPARTMENT THROUGH THE OHIO COOPERATIVE PURCHASING PROGRAM AND WAIVING THE COMPETITIVE BIDDING REQUIREMENTS

RECORD OF RESOLUTIONS

Item B. Section , Item

Resolution No. 2026-R-13

April 13, 2026

City of Bellbrook State of Ohio

Resolution No. 2026-R-13

AUTHORIZING THE CITY MANAGER TO PURCHASE REPLACEMENT CARDIAC MONITORS FOR USE BY THE FIRE DEPARTMENT THROUGH THE OHIO COOPERATIVE PURCHASING PROGRAM AND WAIVING THE COMPETITIVE BIDDING REQUIREMENTS

WHEREAS, it has been determined the City is in need of a replacement cardiac monitors to provide essential life-saving tasks within the Fire/EMS Department; and

WHEREAS, City Council has authorized the appropriation of monies in the Capital Improvement Fund of the 2026 budget for the purchase of replacement cardiac monitors; and

WHEREAS, the Ohio State Term Schedule has the equipment listed under currently bid contract

NOW, THEREFORE, THE CITY OF BELLBROOK HEREBY RESOLVES:

Section 1. The City Manager is authorized to take all actions necessary to procure 2 cardiac monitors from an authorized vendor through the Ohio Cooperative Purchasing Program at a cost not to exceed \$110,000.

Section 2. In accordance with Chapter 240 of the Code of Ordinances of Bellbrook, the procurement of this equipment is through a cooperative arrangement with another government entity; therefore, the competitive bidding requirements are hereby waived.

Section 3. That it is found and determined that all formal actions of the City Council relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including §121.22 of the Revised Code of the State of Ohio.

Section 4. That this resolution shall take effect and be in force forthwith.

PASSED BY City Council this 13th day of April, 2026.

_____ Yeas; _____ Nays.

AUTHENTICATION:

Michael W. Schweller, Mayor

Robert Schommer, Clerk of Council



Proposal for:

Jon Nickerson
<J.Nickerson@cityofbellbrook.org>
CITY OF BELLBROOK FIRE
35 N WEST ST
BELLBROOK Ohio 45305-1914

Prepared by:

Peter Landry
peter.landry@stryker.com

02/15/2026



Item B.Section , Item

LP 35

Quote Number: 10977211

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version: 1

Division: Medical

Prepared For: CITY OF BELLBROOK FIRE
Attn: Jon Nickerson <J.Nickerson@cityofbellbrook.org>

Rep: Peter Landry
Email: peter.landry@stryker.com

Phone Number:

Mobile: 614-701-8678

Quote Date: 02/15/2026

Expiration Date: 05/16/2026

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	CITY OF BELLBROOK FIRE	Name:	CITY OF BELLBROOK FIRE	Name:	CITY OF BELLBROOK
Account #:	20125885	Account #:	20125885	Account #:	20125291
Address:	35 N WEST ST BELLBROOK Ohio 45305-1914	Address:	35 N WEST ST BELLBROOK Ohio 45305-1914	Address:	15 E FRANKLIN ST BELLBROOK Ohio 45305-2004

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	70335-000042	LP35,EN-US,MAS-SP/CO,MED-CO2,SUN-NIBP,12L,WIFI/CELL/LN/CPRIN,STD,BT	2	\$50,347.84	\$100,695.68
2.0	11140-000102	LIFEPAK FLEX Battery Charger	1	\$1,872.00	\$1,872.00
3.0	11335-000001	LIFEPAK FLEX Lithium-Ion Battery	2	\$340.00	\$680.00
4.0	11996-000519	LNCS-II Reusable rainbow 8-wavelength Direct Connect Adult Sensor	2	\$429.50	\$859.00
5.0	11996-000518	RD rainbow SET Disposable 8-wavelength NeoNatal Sensor, Box of 10	2	\$516.50	\$1,033.00
6.0	11335-000005	LIFEPAK Printer Kit	2	\$1,560.00	\$3,120.00
7.0	11150-000020	LIFEPAK Cellular Modem, North America	2	\$975.00	\$1,950.00
8.0	11335-000008	LIFEPAK 35 Storage Bag Kit	2	\$312.00	\$624.00
9.0	11260-000073	Shoulder Strap	2	\$33.02	\$66.04
Equipment Total:					\$110,899.72

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TR-LP15V1-LP35	TRADE IN LP15 V1 FOR LP35	2	-\$2,500.00	-\$5,000.00



LP 35

Quote Number: 10977211

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version: 1

Division: Medical

Prepared For: CITY OF BELLBROOK FIRE
Attn: Jon Nickerson <J.Nickerson@cityofbellbrook.org>

Rep: Peter Landry
Email: peter.landry@stryker.com

Phone Number:

Mobile: 614-701-8678

Quote Date: 02/15/2026

Expiration Date: 05/16/2026

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Shipping and Handling:	\$500.00
Grand Total:	\$106,399.72

Prices: In effect for 30 days

Terms: Net 30 Days

Authorized Customer Signer (Printed) Date

Stryker Authorized Signature (Printed) Date

Authorized Customer Signature Date

Stryker Authorized Signature Date

LP 35

Quote Number: 10977211

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version: 1

Division: Medical

Prepared For: CITY OF BELLBROOK FIRE

Rep: Peter Landry

Attn: Jon Nickerson <J.Nickerson@cityofbellbrook.org>

Email: peter.landry@stryker.com

Phone Number:

Mobile: 614-701-8678

Quote Date: 02/15/2026

Expiration Date: 05/16/2026

Shipping & Handling Includes:

Standard freight, special packaging, semi rigging cranes, labor & delivery of equipment to final location, removal of all packaging, pre-delivery site check, education/training

Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.

File Attachments for Item:

C. Resolution 2026-R-14 AUTHORIZING THE CITY MANAGER TO RECEIVE QUOTES AND ENTER INTO AN AGREEMENT TO UPDATE AND/OR REPLACE THE CAMERA AND BUILDING CONTROL SECURITY SYSTEM FOR CITY HALL

RECORD OF RESOLUTIONS

Item C. Section , Item

Resolution No. 2026-R-14

April 13, 2026

City of Bellbrook

Resolution No. 2026-R-14

AUTHORIZING THE CITY MANAGER TO RECEIVE QUOTES AND ENTER INTO AN AGREEMENT TO UPDATE AND/OR REPLACE THE CAMERA AND BUILDING CONTROL SECURITY SYSTEM FOR CITY HALL

WHEREAS, city council has determined providing high quality service, upkeep, maintenance and security of the City's facilities and infrastructure is of high importance and in the best interest of the City; and

WHEREAS, the current door control and camera security system installed at City Hall including the Police Department is no longer serviceable and at end of life; and

WHEREAS, City Council has authorized the appropriation of monies in the Capital Improvement Fund of the 2026 budget for the replacement/upgrade project; and

WHEREAS, although formal competitive bidding is not required, staff will adequately receive written quotes and systematically review and select the lowest and best quote for the project.

NOW, THEREFORE, THE CITY OF BELLBROOK HEREBY RESOLVES:

Section 1. The City Manager is authorized to take all actions necessary to receive quotes and estimates and enter into an agreement with a firm to update and/or replace the camera and building control security system at City Hall at a cost not to exceed \$74,000.

Section 2. That it is found and determined that all formal actions of the City Council relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including §121.22 of the Revised Code of the State of Ohio.

Section 3. That this resolution shall take effect and be in force forthwith.

PASSED BY City Council this 13th day of April, 2026.

____ Yeas; ____ Nays.

AUTHENTICATION:

Michael Schweller, Mayor

Robert Schommer, Clerk of Council

File Attachments for Item:

A. Ordinance 2026-O-06 ESTABLISHING WALNUT STREET AND HIGH STREET IN THE CITY OF BELLBROOK AS ONE-WAY STREETS

**City of Bellbrook
State of Ohio**

Ordinance No. 2026-O-06

ESTABLISHING WALNUT STREET AND HIGH STREET IN THE CITY OF BELLBROOK AS ONE-WAY STREETS

WHEREAS, the Council of the City of Bellbrook, Ohio is committed to ensuring the safety and efficiency of vehicular and pedestrian traffic within the City; and

WHEREAS, changes to the flow of traffic on Walnut Street and High Street has been discussed and reviewed by the Police and Service Departments as well as the Engineering Services; and

WHEREAS, after the study of traffic and input from traffic engineers and residents in the area, it has been determined that converting Walnut and High Streets into one-way streets will improve traffic flow and safety conditions; and

WHEREAS, the conversion of Walnut Street and High Street to a one-way street is in the interest of public safety, pedestrian accessibility, and overall traffic management of the City.

NOW, THEREFORE, THE CITY OF BELLBROOK HEREBY ORDAINS:

Section 1. Walnut Street shall be designated as a one-way street allowing East-bound traffic only in its entirety, and High Street designated as a one-way street allowing West-bound traffic only in its entirety, effective upon the installation of appropriate signage and traffic control devices.

Section 2. The City Manager is hereby authorized to direct the installation of all necessary signage and road markings to implement this change.

Section 3. Any vehicles traveling in a direction contrary to the designated one-way direction shall be subject to penalties as prescribed in the City’s municipal code.

Section 4. It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that any and all deliberations of this Council that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including, but not limited to Section 121.22 of the Ohio Revised Code.

PASSED BY City Council this 27th day of April, 2026.

____Yeas; ____Nays.

RECORD OF ORDINANCES

Item A.Section , Item

Ordinance No. 2026-O-06

April 27, 2026

AUTHENTICATION:

Michael W. Schweller, Mayor

Robert Schommer, Clerk of Council

APPROVED AS TO FORM:

Stephen McHugh, Municipal Attorney

File Attachments for Item:

B. Resolution 2026-R-15 AUTHORIZING THE CITY MANAGER TO RECEIVE QUOTES AND ENTER INTO AN AGREEMENT TO REPLACE THE ROOF ON THE WINTER'S LIBRARY BUILDING

RECORD OF RESOLUTIONS

Item B. Section , Item

Resolution No. 2026-R-15

April 13, 2026

City of Bellbrook

Resolution No. 2026-R-15

AUTHORIZING THE CITY MANAGER TO RECEIVE QUOTES AND ENTER INTO AN AGREEMENT TO REPLACE THE ROOF ON THE WINTER'S LIBRARY BUILDING

WHEREAS, city council has determined providing high quality service, upkeep, and maintenance of the City's facilities and infrastructure is of high importance and in the best interest of the City; and

WHEREAS, the roof of the Winter's Library building has been repaired to the farthest extent and is in need of complete replacement; and

WHEREAS, although formal competitive bidding is not required, staff will adequately received written quotes and systematically review and select the lowest and best quote for the project.

NOW, THEREFORE, THE CITY OF BELLBROOK HEREBY RESOLVES:

Section 1. The City Manager is authorized to take all actions necessary to receive quotes and estimates and enter into an agreement with a firm to replace the roof of the Winter's Library building at a cost not to exceed \$65,000.

Section 2. That it is found and determined that all formal actions of the City Council relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including §121.22 of the Revised Code of the State of Ohio.

Section 3. That this resolution shall take effect and be in force forthwith.

PASSED BY City Council this 13th day of April, 2026.

_____ Yeas; _____ Nays.

AUTHENTICATION:

Michael Schweller, Mayor

Robert Schommer, Clerk of Council

File Attachments for Item:

C. Resolution 2026-R-16 AUTHORIZING THE CITY MANAGER TO ENTER INTO RELATED AGREEMENTS WITH THE GREENE COUNTY ENGINEER'S OFFICE FOR THE 2026 COLLECTIVE PAVING AND MARKING PROGRAM AND WAIVING THE COMPETITIVE BIDDING REQUIREMENTS

RECORD OF RESOLUTIONS

Item C. Section , Item

Resolution No. 2026-R-16

April 13, 2026

City of Bellbrook State of Ohio

Resolution No. 2026-R-16

AUTHORIZING THE CITY MANAGER TO ENTER INTO RELATED AGREEMENTS WITH THE GREENE COUNTY ENGINEER'S OFFICE FOR THE 2026 COLLECTIVE PAVING AND MARKING PROGRAM AND WAIVING THE COMPETITIVE BIDDING REQUIREMENTS

WHEREAS, the City of Bellbrook desires to participate with the Greene County Engineer in the competitive bid contracts for the Collective Paving and Marking Program for 2026 as bid by the Greene County Engineer; and

WHEREAS, the Greene County Engineer has included the City of Bellbrook's annual street program in their 2026 Collective Paving and Marking bid; and

WHEREAS, the bid amount City of Bellbrook is for the public dedicated local streets of S. Linda Dr, Polo Trace Ct, Sloping Dr, Marcia Dr, Green Meadow Ranch Ct within the City of Bellbrook.

NOW, THEREFORE, THE CITY OF BELLBROOK HEREBY RESOLVES:

Section 1. That the City Manager is hereby authorized to execute and take all necessary actions to enter into Agreements with the Greene County Engineer's Office for the 2026 Collective Paving and Marking Program as related to the scope of work described in Exhibit(s) incorporated herein by reference.

Section 2. In accordance with Chapter 240 of the Code of Ordinances of Bellbrook, the procurement of this equipment and improvement is through a cooperative arrangement with another government entity; therefore, the competitive bidding requirements are hereby waived.

Section 3. That it is found and determined that all formal actions of the City Council relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including §121.22 of the Revised Code of the State of Ohio.

Section 4. That this resolution shall take effect and be in force forthwith.

PASSED BY City Council this 13th day of April, 2026.

_____ Yeas; _____ Nays.

RECORD OF RESOLUTIONS

Item C.Section , Item

Resolution No. 2026-R-16

April 13, 2026

AUTHENTICATION:

Michael Schweller, Mayor

Robert Schommer, Clerk of Council