

BELLBROOK CITY COUNCIL AGENDA June 8, 2020

REMOTE TELECONFERENCE MEETING**

Due to COVID-19, this meeting will be held via Zoom teleconferencing. Live streaming of the meeting is available on the City's government channel (via Spectrum/Ch 5) and YouTube channel (Bellbrook City Hall).

Should any member of the public wishing to submit comments and/or questions for Council consideration may do so by emailing the Clerk of Council

at p.timmons@cityofbellbrook.org by 3 p.m. on 6/8/2020. Any comments or questions received will be shared with the Mayor and Council.***

** Note: The June 8, 2020 meeting of the Bellbrook City Council will be conducted as a remote meeting, pursuant to H.B. #197.

***Note from Ohio Attorney General 4/6/20: Nothing in Ohio law affords the public the right to make comments, pose questions or otherwise speak at a meeting of a public body. Generally, most public bodies do give those attending in-person the opportunity to speak, usually under reasonable, defined and uniform limitations. A public body may arrange for such input at a virtual meeting through the electronic technology being used by the body, but it is not required to do so. Clearly, taking steps to allow input is commendable, as it serves to maintain an additional facet of normalcy at meetings of the public body.

6:00 pm – Executive Session – For the purpose of discussing the sale or lease of land 7:00 pm-Regular Meeting

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Roll Call
- 4. Approval of the minutes of May 11 and 20, 2020
- 5. Mayor's Announcements
- 6. Public Hearing of Ordinances none
- 7. Introduction of Ordinances
- 8. Resolutions
 - Resolution 2020-J A Resolution Designating Pamela Timmons as Bellbrook City
 Council's Designee to Receive Public Records Training on Behalf of Each of the Elected
 Officials Pursuant to and in Accordance with Ohio Revised Code Section 109.43(B)
 and 149.43(E) (1) (Van Veldhuizen)
 - Resolution 2020-K A Resolution Authorizing the City Manager to Enter into an Agreement with the Bellbrook-Sugarcreek Local School District for School Security (Havens)
 - Resolution 2020-L A Resolution Authorizing the City Manager to Enter into an Agreement with the Bellbrook-Sugarcreek Local School District for Security at Home Football Games (Hoke)

City of Bellbrook

15 E. Franklin Street Bellbrook, Ohio 45305

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

www.cityofbellbrook.org

- 9. City Manager Report
- 10. Old Business
- 11. New Business

Return to In-Person Public Meetings

- 12. Committee Reports
 - A. Service
 - B. Safety
 - C. Finance/Audit
 - D. Community Affairs
- 13. Comments
- 14. Adjourn

Future Items

• Regular Meeting Items:

Ordinance repealing old Comprehensive Plan references
Resolution repealing old Comprehensive Plan references
Ordinance adopting Comprehensive Plan
Ordinance to Update Zoning Code 18.20B
Ordinance to Amend Vacancy Registration Requirements

Minutes of Bellbrook City Council Special Meeting May 11, 2020

Due to the COVID-19 pandemic and Ohio's stay-at-home order, Council held its May 11, 2020 regular City Council Meeting using Zoom's remote meeting platform.

PRESENT: Ernie Havens

T.J. Hoke

Dr. David Van Veldhuizen

Forrest Greenwood (joined late due to technical difficulties)

Elaine Middlestetter

Nick Edwards

Mayor Mike Schweller

ALSO PRESENT: City Manager Melissa Dodd

Mayor Schweller called the meeting to order at 7:00 pm.

ROLL CALL

Mr. Hoke, yes; Mr. Havens, yes; Dr. Van Veldhuizen, yes; Mrs. Middlestetter, yes; Mr. Edwards, yes; Mayor Schweller, yes.

APPROVAL OF MINUTES

After polling members of City Council about the regular meeting minutes of April 27, 2020 Mayor Schweller declared the minutes approved.

MAYOR'S ANNOUNCEMENTS

The Mayor began by wishing all of the Bellbrook mothers a happy Mother's Day.

He also explained that Thursday, May 7 was the National Day of Prayer at which he was invited to present a proclamation at Christ Church. He thanked Pastor Paul Santoro and the Bellbrook Sugarcreek Ministerial Association for organizing the event.

May 10th is also the start of national Police Week with the 15th being designated as police officer's Memorial Day. Due to the restrictions from the COVID-19 pandemic Chief Doherty will honor our officers at a future Council meeting. The national event will be held virtually this year. Mayor Schweller extolled the virtues of police officers and thanked our Bellbrook officers who keep our city safe.

Oath of Office – Thad Camp

The Mayor swore Mr. Camp in as a member of the Village Review Board

• Oath of Office – Glenn Costie

Minutes of Bellbrook City Council Special Meeting May 11, 2020

The Mayor swore Mr. Costie in as a member of the Board of Zoning Appeals and Property Review Committee.

RESOLUTIONS

Mr. Greenwood read Resolution 2020-H A Resolution Authorizing the City Manager to Sign an Agreement with the Greene County Engineer's Office for the Collective Paving Program for 2020.

The City Manager Mrs. Dodd explained that she spoke with Stephanie Goff the Greene County Engineer and Service Director Ryan Pasley. It was decided to include Bellemeade, Fowler, and a portion of Possum Run Road which would add up to \$132,076. The decision to include Justin Court and Lindley Drive would be reserved until a later date in August or September when Bellbrook's paving is typically done. The total of those two roads is \$50,644. Waiting on those two roads allows us to have a better idea of what the City's finances are doing. The bulk of the property tax money will have been received as well as seeing how much is coming in from the gas tax. For the first quarter of 2020 show the City ahead by \$40,000 due to the gas tax versus the same time last year.

Mrs. Dodd explained that she researched the amount of money that the City saved by being part of the collective bid program. There are 21 cities, villages, and townships in this program with just under \$3.7 million. Bellbrook's portion is only five percent of the total.

The Mayor explained that the streets are selected by the Service Department which prioritizes them. They created a program in the early 2000s with an overlay. Each year the City sets aside \$150,000 to stay current. Many cities do not do this and can run into very costly repairs.

The City Manager added that the Greene County Engineer is going to start the competitive bid process earlier for next year in December or January.

Mr. Greenwood made a motion to approve Resolution 2020-H A Resolution Authorizing the City Manager to Sign an Agreement with the Greene County Engineer's Office for the Collective Paving Program for 2020. The motion was seconded by Mrs. Middlestetter. The Clerk called the roll. Mr. Greenwood, yes; Mrs. Middlestetter, yes; Mr. Hoke, yes; Mr. Havens, yes; Dr. Van Veldhuizen, yes; Mr. Edwards, yes; Mayor Schweller, yes. The motion passed 7-0.

CITY MANAGER REPORT

Mrs. Dodd gave an update on the City's COVID-19 precautions which remain the same with the addition of the wearing of masks in the workplace.

Sergeant Vetter has organized the sanitation of 8 police vehicles and 7 fire vehicles at no charge to the City. The service is being provided by Service Master by Angler.

The Greene County Courts extended the expiring term of Doug Wampler until further notice due to COVID-19.

Minutes of Bellbrook City Council Special Meeting May 11, 2020

Mrs. Dodd explained that staff met with Coldwater Consulting on May 5 to discuss Little Sugarcreek Road. They are going to look at options and possible alternative solutions to make the best possible solution.

The gate in Sable Ridge has been repaired by DP&L. When the City had called, DP&L explained that the gate repair would be the responsibility of the City. When a resident of Sable Ridge called, and DP&L fixed the gate. The City is not sure how that happened, and the City has not received a bill. Residents on the Kensington side have called asking for it to be opened due to Belleview is closed. Mrs. Dodd is going to work with both sides to try to find a solution. She also reported that the City is going to look at transferring the responsibility for the gate to the Sable Ridge HOA.

Mr. Greenwood asked that if the City wanted to keep it open due to the Belleview road closure, could a police order keep it open? Mrs. Dodd responded that she was hoping for the residents to come to an agreement.

The Mayor asked if the remote connectivity that the City was utilizing was due to the change that was made to TechAdvisors. Mrs. Dodd answered that our current secure remote connectivity was part of the service we now have.

Mr. Hoke asked about the scope of the Little Sugarcreek Road included walkability. Mrs. Dodd explained that the Civil Engineers report included walkway options.

Dr. Van Veldhuizen asked for an update on the availability of emergency funding for the Little Sugarcreek Road. He also expressed his hope that the Sable Ridge residents will take the City's wellbeing into account. Mrs. Dodd said this is always being looked at but the focus has changed to funding for N. Belleview Road. Getting an estimate of the cost is the first step.

NEW BUSINESS

Mr. Greenwood expressed his opinion that City Council needs to address the issue of distressed properties and the process for dealing with them. There are several buildings in the city that have been vacant and possibly non-inhabitable that are eyesores and dangerous to the public health and safety. He opined that property owners would only continue to allow it if it were profitable or a tax advantage. In some cases, the owner can have the auditor drop the taxes because of the condition of the properties. What Bellbrook ends up with is an eyesore, a safety issue, a loss of tax revenue, irate neighbors, and a problem for the City staff that eats up time and effort. Mr. Greenwood also added that in the past couple of years the City has had four different zoning inspectors, different City Managers, Mayors, and Council Members. He feels the issue has fallen off the radar and he would like City Council to back the staff and bring the issue forward and solve it soon. He recommends clarifying regulations and raising fines.

The other Council Members agreed that it is a topic the Council should pursue including looking at the properties currently on the list and what other local municipalities.

Mr. Edwards said the City should look at this very soon due to the financial situation we are in.

Mr. Hoke asked if the City could help connect entrepreneurs with properties in Bellbrook. He also suggested joining with the Township to find solutions.

Minutes of Bellbrook City Council Special Meeting May 11, 2020

The City Manager said the city can look at this issue and options. The Zoning Inspector, Jessica Hansen and the BZA Chairman can provide this information to Council.

COMMITTEE REPORTS

- A. Service Mr. Greenwood reported that the Service Department is taking every precaution to avoid infection due to their responsibility for the water system. He invites the public to show their appreciation for our service workers.
- B. Safety Mr. Greenwood tries to stay informed about local and state issues. The new CARES Act includes grants that maybe the City can take advantage of.
- C. Finance-Audit Mr. Edwards reported that the audit will begin on June 1.
- D. Community Affairs Mrs. Middlestetter reported that all of the City boards are now full.

COMMENTS

Mrs. Middlestetter announced that the Garden Club is having their plan sale on Wednesday May 27.

Council commended all of our Police Department during Police Week. And they thanked all of the staff for their hard work. They also thank the residents for working together and supporting our City.

The Mayor also thanked our new board members. The boards are made up of citizens who are not paid for their time and talents and the Council is thankful for them.

ADJOURN

Pamela Timmons, Clerk of Council

Being no further business to come before the regular meeting adjourned at 8:10 PM.	ne Bellbrook Cit	y Council, I	Mayor Schv	veller dec	lared the
Michael W. Schweller, Mayor	_				

Minutes of Bellbrook City Council Special Meeting May 20, 2020

Due to the COVID-19 pandemic and Ohio's stay-at-home order, Council a special meeting on May 20, 2020 using Zoom's remote meeting platform.

PRESENT: Ernie Havens

T.J. Hoke

Dr. David Van Veldhuizen

Forrest Greenwood Elaine Middlestetter

Nick Edwards

Mayor Mike Schweller

ALSO PRESENT: City Manager Melissa Dodd

Mayor Schweller called the meeting to order at 6:00 pm.

ROLL CALL

Mr. Hoke, yes; Mr. Havens, yes; Dr. Van Veldhuizen, yes; Mr. Greenwood, yes; Mrs. Middlestetter, yes; Mr. Edwards, yes; Mayor Schweller, yes.

MAYOR'S ANNOUNCEMENTS

The Mayor explained that this special meeting is being held to address the reopening of some businesses. The City has been speaking with local restaurants about their needs concerning special requirements due to COVID-19.

NEW BUSINESS

Waiving of Temporary Sign Ordinance

City Manager, Melissa Dodd read the proposal which waives the Temporary Sign Ordinance to allow businesses to utilize temporary signs during the reopening of businesses until July 1, 2020. The information is being emailed to all Bellbrook businesses and posted online. The purpose is to provide flexibility and show the City's support.

Mayor Schweller added that it is a gesture to help our businesses.

Council members expressed their approval of this measure.

Mrs. Middlestetter made a motion to approve the Waiving of Temporary Sign Ordinance. Mr. Havens seconded the motion. The Clerk called the roll. Mrs. Middlestetter, yes; Mr. Havens, yes; Mr. Hoke, yes; Dr. Van Veldhuizen, yes; Mr. Greenwood, yes; Mr. Edwards, yes; Mayor Schweller, yes. The motion passed 7-0.

COMMENTS

Minutes of Bellbrook City Council Special Meeting May 20, 2020

Mrs. Dodd stated that the City is following all of the reopening directions from the State. The City buildings will be opened back up to the public starting June 1. The City has social distancing, health screening, and personal safety procedures in place.

<u>ADJOURN</u>			
Being no further business to come before the Bellbrooregular meeting adjourned at 6:16 PM.	k City Council, I	Mayor Schweller	declared the
Michael W. Schweller, Mayor			

Pamela Timmons, Clerk of Council

RECORD OF RESOLUTIONS

Resolution No. 2020-J June 8, 2020

City of Bellbrook

Resolution No. 2020-J

Designating Pamela Timmons as Bellbrook City Council's Designee to Receive Public Records Training on Behalf of Each of the Elected Officials Pursuant to and in Accordance with Ohio Revised Code Section 109.43(B) and 149.43(E) (1)

WHEREAS, Ohio's Public Records Law, specifically Ohio Revised Code Section 109.43(B) and 149.43(E)(1), requires that officials elected to statewide or local office receive three hours of Public Records training for each term of office; and

WHEREAS, if the elected official so chooses, the Public Records Law allows a designee to be appointed to receive the training on the elected official's behalf; and

WHEREAS, the designee must be an employee in the public office and there must be evidence of the designation; and

WHEREAS, if there is more than one elected official in the public office, the designee should be the designee of all the elected officials within the office.

Now, Therefore, the City of Bellbrook Hereby Resolves That:

- Section 1. In accordance with Ohio's Public Records Law, Ohio Revised Code Section 109.43(B) and 149.43(E) (1), City Council hereby and herein appoints Pamela Timmons as their designee to receive the requisite Public Records training on their behalf.
- Section 2. This Resolution shall stand as evidence of Pamela Timmons' appointment as the designee by City Council for all terms of office including the years 2020 and 2021.
 - Section 3. That this resolution shall take effect and be in force forthwith.

Michael W. Schweller, Mayor	
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Pamela Timmons, Clerk of Council	

RECORD OF RESOLUTIONS

Resolution No. 2020-K June 8, 2020

City of Bellbrook

Resolution No. 2020-K

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

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

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

WHEREAS, the agreement will be effective for the 2020-2021 school year.

Now, Therefore, the City of Bellbrook Hereby Resolves:

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

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

Michael W. Schweller, Mayor
Pamela Timmons, Clerk of Council

Section 2.

School Security Agreement For Bellbrook Police Officers

This agreement is made this _	day of		by and between t	he
City of Bellbrook and the Bellbrook -	Sugarcreek Local S	School Distr	rict, Bellbrook, Oh	io
hereafter referred to as the "District".	_			

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

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

1. Security and Enforcement

- A. Officers assigned to this detail will focus on providing visible security for the students, staff and visitors of the District's school buildings. The security assignment will include the following;
 - 1. Vehicle patrol of parking areas and the grounds of any building.
 - 2. Foot patrol of parking areas and grounds of any building.
 - 3. Foot patrol of the interior of any building.

B. Buildings to be patrolled

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

C. Assignment Times

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

D. Documentation

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

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

E. Officers assigned to this security detail will be responsible for the enforcement of the Municipal Code, as well as State and Federal Statutes. The District may provide general instructions and direction to City law enforcement personnel so engaged as to the performance of the agreed to police services, however, City law enforcement personnel shall at all times be bound by the Rules, Regulations and Policies of the City of Bellbrook Police Department.

2. Uniform

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

3. Supervision

The Bellbrook Police Department on-duty supervisor has the responsibility to oversee the activities of officers assigned school security during their respective tour of duty.

4. Release from Service

In the event of a city emergency requiring the services of a police officer assigned to security for the District, the District agrees that such officer will be released immediately from the security assignment.

5. Cost of Services

This agreement covers the 2020-2021 school year. Hours of the assignment will be based on the school days in each of the school buildings in the City of Bellbrook. The District agrees to pay the City of Bellbrook a flat rate of \$16,500 for the 2020-2021 school year. The District may request additional officers, or assignment times, if necessary.

6. Hold Harmless

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

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

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

7. Invoice

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

- 8. Workers' Compensation
 - While any City of Bellbrook police officer is working for the District as set forth in this Agreement, the City of Bellbrook will provide the officer with insurance coverage through the State of Ohio Bureau of Workers' Compensation.
- 9. This Agreement shall terminate on July 1, 2021 or as otherwise provided herein. This Agreement may be terminated by the City at any time and for any reason whatsoever by the City providing the District with written notice of such termination at least 20 days prior to the date of termination. This Agreement may be terminated at any time by mutual agreement of the City and the District.

written.	
City Manager	Superintendent
City of Bellbrook	Bellbrook-Sugarcreek Local School District
Chief of Police City of Bellbrook	

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

RECORD OF RESOLUTIONS

Resolution No. 2020-L June 8, 2020

City of Bellbrook

Resolution No. 2020-L

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

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

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

WHEREAS, the agreement will be effective for the 2020 home football season.

Now, Therefore, the City of Bellbrook Hereby Resolves:

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

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

Michael W. Schweller, Mayor
Pamela Timmons, Clerk of Council

Section 2.

Extra Duty Employment Agreement For Bellbrook Police Officers

This agreement is made this	day of	<u>, 2020</u> by and between
the City of Bellbrook, hereafter referred	to as the "City."	," and the Bellbrook-Sugarcreek
Local School District, hereafter referred	d to as the "Disti	rict".

WHEREAS, the District wishes to utilize the services of City police officers in a security assignment, specifically, security for the 2020 Fall Bellbrook High School (home game) football season.

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

1. Scope of the Agreement

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

2. Enforcement

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

3. Uniform

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

4. Supervision

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

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

5. Release from Service

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

6. Cost of Services

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

7. Hold harmless

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

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

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

8. Invoice

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

9. Workers' Compensation

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

0. This Agreement shall terminate on December 31, 2020 or as otherwise provided herein. This Agreement may be terminated by the City at any time and for any reason whatsoever by the City providing the District with written notice of such termination at least 20 days prior to the date of termination. This Agreement may be terminated at any time by mutual agreement of the City and the District.	
In witness whereof, the parties he written.	reto have set their hands the day and year first about
City Manager City of Bellbrook	Superintendent Bellbrook Sugarcreek Local School District
Chief of Police City of Bellbrook	