



CITY COUNCIL
Regular Meeting – June 24, 2019 6:00 p.m.
Council Chambers

PROCLAMATIONS

- ◆ Parks and Recreation Month, July
- ◆ 2020 Census Complete Count Campaign

PRESENTATIONS

- ◆ 2019 Beavercreek High School Academic Team
- ◆ 2019 Beavercreek High School History Bowl Team

- I. CALL TO ORDER
- II. ROLL CALL
- III. PLEDGE AND PRAYER/MOMENT OF SILENCE – Council Member Upton
- IV. APPROVAL OF AGENDA
- V. APPROVAL OF MINUTES
 - A. May 20, 2019 Work Session
- VI. PRE-SCHEDULED PRESENTERS
 - A. Marty Heide, Congressman Mike Turner's Office
- VII. ORDINANCES, RESOLUTIONS AND PUDS
 - A. Ordinance 19-08 Charter Amendments (Third Reading)
 - B. Ordinance 19-09 Repealing Current Section 31.01 and Adopting New Section 31.01 and Repealing Current Section 31.17 (Third Reading)
 - C. Ordinance 19-10 Repealing Current Section 35.17 and Section 35.18 and Adopting New Section 35.17 and Section 35.18 (Third Reading)
 - D. Ordinance 19-11 PC 19-3 2019 Thoroughfare Plan Update (Second Reading)
 - E. Ordinance 19-12 Additional Appropriations (Single Reading)
 - F. Ordinance 19-14 Supplement to the Code of Ordinance S-33 (Emergency)
 - G. Resolution 19-34 City Manager Contract Extension
 - H. Resolution 19-36 Interaction and Cooperation Agreement with Kettering Health Network Police Division
- VIII. COUNCIL TIME
- IX. MAYOR'S REPORT
- X. CITY MANAGER'S REPORT
- XI. CITIZEN COMMENTS
- XII. ADJOURNMENT

BEAVERCREEK CITY COUNCIL
COUNCIL WORK SESSION, May 20, 2019, 5:00 p.m.

Mayor Stone called the meeting to order followed by roll call.

PRESENT: Council Member Curran, Council Member Litteral; Council Member Rushing, Council Member Upton, Council Member Vann, Vice Mayor Garcia, Mayor Stone

ABSENT: None

Council Member Litteral MOVED to excuse Vice Mayor Garcia, seconded by Council Member Curran. Motion PASSED by majority voice vote.

ALSO IN ATTENDANCE: Amy Blankenship, Legal Counsel; Randy Burkett, City Planner; Dennis Evers, Chief of Police; Bill Kucera, Financial Administrative Services Director; Pete Landrum, City Manager; Jeff, McGrath; Planning and Development Director; Dianne Miscisin, Clerk of Council; Jeff Moorman, City Engineer; Mike Thonnerieux, Public Administrative Services Director

APPROVAL OF AGENDA

Council Member Vann MOVED to amend the agenda by adding agenda item IV. D. Local Government Fund Resolution, seconded by Council Member Curran. Motion PASSED by majority voice vote.

Council Member Vann MOVED to approve the agenda as amended, seconded by Council Member Rushing. Motion PASSED by majority voice vote.

DISCUSSION ITEMS

Charter Review

Mr. Jarvis introduced the members of the Charter Review Commission. He reviewed the proposed changes to the Charter and how the commission arrived to their suggested amendments. Council will review the proposed amendments and vote on legislation to place the amendments on the November 2019 ballot.

Vice Mayor Garcia arrived at 5:12 p.m.

Thoroughfare Plan

Mr. Burkett reviewed the updates to Beaver Creek Thoroughfare Plan along with the progress since the last update in 2012. It was stressed of the importance of updating the plan to assist with successful grant applications.

Purchasing Policy, Travel Policy and Code Updates

May 20, 2019

Ms. Blankenship reviewed the updated changes that were needed to address outdated language in some of the codified ordinances. The updates affect Council expense reimbursements, travel expenses, and competitive bidding procedures.

Local Government Fund Resolution

Mayor Stone said there was discussion of requesting the local government fund be increased by the state. Council agreed to add the resolution to vote the next agenda to take action.

INFORMATIONAL ITEMS

Col. Glenn Enhancement Plan

Mr. Moorman shared the impact and new appearance as a result of the enhancements to Col. Glenn Highway.

COUNCIL COMMITTEE/EVENT UPDATES

Council discussed events they had attended and anything they scheduled in the near future.

ADJOURNMENT

Council Member Curran MOVED to adjourn the meeting at 6:07 p.m., seconded by Council Member Litteral. Motion PASSED by majority voice vote.

Bob Stone, Mayor

ATTEST:

Dianne Miscisin
Clerk of Council
Cmin052019WorkSession

ORDINANCE NO. 19-08

CITY OF BEAVERCREEK

SPONSORED BY COUNCIL MEMBER LITTERAL ON THE 28TH DAY OF MAY, 2019.

AN ORDINANCE PROVIDING FOR THE SUBMISSION TO THE ELECTORATE AMENDMENTS OF THE CHARTER OF THE CITY OF BEAVERCREEK, OHIO, AND TO PLACE THE SAME ON THE BALLOT AT THE GENERAL ELECTION, NOVEMBER 5, 2019.

WHEREAS, Council having determined that certain Charter amendments should be submitted to the electors of the City; and

WHEREAS, Article XVIII, Section 9 of the Ohio Constitution and Section 13.08 of the Beavercreek Charter provide that amendments to the Charter may be submitted to the electors of the municipality by two-thirds (2/3) vote of the members of Council.

NOW, THEREFORE, THE CITY OF BEAVERCREEK, TWO THIRDS OF ALL MEMBERS OF COUNCIL CONCURRING, HEREBY ORDAINS:

SECTION I.

The question of the amendments of the Charter of the City shall be submitted to a vote of the electors of the municipality at the general election to be held on Tuesday, the 5th day of November, 2019, at the regular places of voting in the City between the hours of 6:30 a.m. and 7:30 p.m. to determine whether the Charter shall be amended with the additions and deletions from the Charter as indicated in the draft Charter revisions document attached to this Ordinance as Exhibit "A".

SECTION II.

The ballot language shall read as follows:

"Shall the Charter of the Municipality of Beavercreek, Ohio be amended by:

1. Revising Section 4.02 to allow a member of City Council elected to the office of mayor during his or her second term as a council member to serve the full term as mayor, not to exceed ten total years served as council member and mayor combined.

2. Revising Section 5.03 to reduce the number of readings required for City Council to pass an ordinance from three (3) readings to two (2) readings.
3. Revising Section 6.01 to require the affirmative vote of five (5) members of City Council to appoint a City Manager.
4. Revising Section 6.03 to require the affirmative vote of five (5) members of City Council to remove a City Manager.
5. Revising Section 9.02 to allow a board or commission member to be appointed to more than one board or commission of the City.

SECTION III.

A majority vote shall be necessary for adoption of this question. If adopted, this amendment will be effective on certification of the election results.

SECTION IV.

Notice of the time and place of holding such election shall be given as required by law. The full text of the proposed amendment shall be published one (1) time per week for not less than two (2) consecutive weeks in a newspaper of general circulation in the City of Beavercreek, with the first publication being not less than fifteen (15) days prior to the election at which the amendment is to be submitted to the electors.

SECTION V.

The Clerk of Council shall certify this Ordinance to the Greene County Board of Elections by 4:00 p.m. on August 7, 2019.

SECTION VI.

Passage of this Ordinance shall require the affirmative vote of five (5) members of this Council as required by Article XVIII, Section 9 of the Ohio Constitution and Section 13.08 of the Charter.

SECTION VII.

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 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, but not limited to Section 121.22 of the Ohio Revised Code.

ADOPTED by the Council of the City of Beavercreek, Ohio this 24th day of June, 2019.

Bob Stone, Mayor

ATTEST:

Dianne Miscisin, Clerk of Council

PREPARED BY: CITY ATTORNEY

SUMMARY

THIS ORDINANCE PROVIDES FOR THE SUBMISSION TO THE ELECTORATE OF AMENDMENTS OF THE CHARTER OF THE CITY OF BEAVERCREEK, OHIO, AND TO PLACE THE SAME ON THE BALLOT AT THE GENERAL ELECTION, NOVEMBER 5, 2019.

Exhibit A

Beavercreek Charter 2019 Proposed Amendments
Additions in **bold** and deletions in ~~strike-through~~

SECTION 4.02 SELECTION; TERM

Six (6) Council members shall be elected as Council members at large to four (4) year terms on a rotation of three (3) members selected in one election and three (3) members selected in the next. This rotation will begin with three (3) persons being selected at the 2019 November general election and three (3) selected at the 2021 November general election and will continue at the November general election in subsequent off numbered years. The Mayor shall be selected by separate ballot to a four (4) year term beginning at the 2019 November general election and each four (4) years thereafter.

(A) Term Limitation.

(1) In no case **except as set forth in this sub paragraph** shall any person be elected to either the office of Council member, Mayor, or a combination of the two offices, for more than two (2) consecutive terms of four (4) years each; provided that the term served in filling a vacancy or unexpired term shall not be considered as part of the two (2) consecutive terms of four (4) years each. **If a Council member is elected to the office of Mayor during their second term as a Council member, they shall be allowed to serve the full term as Mayor, not to exceed ten years.**

(2) Following the election to two (2) consecutive terms as either Council member, Mayor, or a combination of the two offices, no person shall immediately thereafter be eligible for election to either office, or a combination thereof, until a period of one (1) term consisting of four (4) years has elapsed.

(3) No person who has been elected to two (2) consecutive terms as Council member, Mayor, or a combination of the two offices, shall be appointed to fill a vacancy or unexpired term until a period of one (1) term consisting of four (4) years has elapsed since that same person last held office as either Council member or Mayor.

(4) Present members already elected to more than two (2) consecutive terms as either Council member, Mayor, or a combination of the two offices, shall finish the present term to which they were elected.

This proposed Charter amendment shall become effective from the time of its approval by the electors and shall apply to all present Council members and Mayor.

SECTION 5.03. INTRODUCTION AND ADOPTION OF ORDINANCES.

A proposed ordinance may be introduced by any Council member at any regular or special meeting of the Council. Every proposed ordinance shall be introduced in written or printed form after review by the City Attorney. It shall be in the form required by the Council for final adoption. No ordinance shall contain more than one subject, which shall be clearly expressed in its title. The enacting clause shall be, "The City of Beavercreek hereby ordains..." A written summary shall also accompany each proposed ordinance at the time of introduction. The fact that the summary contains errors or is incomplete shall not affect the validity of any ordinance.

(A) *First Reading and Public Hearing.* Upon introduction of any proposed ordinance, a copy shall be distributed to each Council member and to the City Manager, and **at the date, time and place of the Council meeting so published, the summary of the proposed ordinance shall be read unless a member of the Council present requests a reading of the ordinance in full. All persons present shall be given an opportunity to be heard on the proposed ordinance subject to the rules of the Council.** ~~the summary of the proposed ordinance shall be read.~~

After the first reading and upon approval for **an** additional readings by the Council, the Clerk shall: file copies of the proposed ordinance in **the** office of the Clerk of Council; post the proposed ordinance in full in the city offices; and publish one time the summary of the proposed ordinance or the ordinance in full in one or more newspapers or other printed publication regularly distributed and of general circulation in the City or public media forums as required by law **of** The publication of the ordinance shall also include the date, time and place of for a public hearing, and for the **third second** reading and final consideration on the proposed ordinance. ~~The public hearing on the proposed ordinance shall follow the publication by at least seven (7) days. The public hearing shall be held in connection with a regular or special Council meeting, and may adjourn from time to time.~~

(B) *Second Reading and Public Hearing.* ~~At the date, time and place of the Council meeting so advertised, the summary of the proposed ordinance shall be read for the second time, unless a member of the Council present requests a reading of the ordinance in full. All persons present shall be given an opportunity to be heard on the proposed ordinance subject to the rules of the Council. Following this hearing, the Council may cause the proposed ordinance to be returned to the first reading, or proceed to the third reading—~~**At the second reading Council may adopt such ordinance by an affirmative vote of the majority of the members of Council, except that if an amendment changes it as to any matter of substance. In such case, the Council shall not adopt the ordinance until it shall have caused a summary of the amended ordinance to be published at least once, together with a notice of the date, time and place where such amended ordinance will further be considered. A public hearing on the amended ordinance shall be held. After such hearing, the Council may adopt such amended ordinance or again amend it subject to the same conditions. Council may also, by an affirmative vote of the majority of the members of Council, request the Ordinance be advanced for a third reading prior to adoption. Council may also at the second reading on motion give an opportunity for all persons present to be heard on the ordinance, subject to the rules of Council.**

~~(C) *Third Reading and Adoption.* At the next meeting of the Council following the public meeting, the summary of the proposed ordinance shall be read for the third time. After such reading, the Council may adopt such ordinance by an affirmative vote of the majority of the members of Council, except that if an amendment changes it as to any matter of substance. In such case, the Council shall not adopt the ordinance until it shall have caused a summary of the amended ordinance to be published at least once, together with a notice of the date, time and place where such amended ordinance will further be considered. A public hearing on the amended ordinance shall be held. After such hearing, the Council may adopt such amended ordinance or again amend it subject to the same conditions.~~

(D) *Notice of Adoption.* Within ten days after adoption of any ordinance, the Clerk shall post the summary of the ordinance in a designated place for public view in City Hall, and shall publish one time the summary of the ordinance or the ordinance in full in one or more

newspapers or other printed publication regularly distributed of general circulation in the City, or public media forums as required by law together with a notice of its adoption.

SECTION 6.01. APPOINTMENT; QUALIFICATIONS; COMPENSATION.

The Council, by an affirmative vote of ~~the majority of~~ **five (5)** members of Council, shall appoint a City Manager and shall authorize the Mayor to sign on behalf of the Council, a contract with the City Manager setting forth the terms of employment, compensation, and separation from employment with the City Manager as deemed appropriate by the Council. No term established herein shall establish an expectation of continued employment except as provided in the contract. ~~At the time of the appointment, the City Manager need not be a resident of the City, but shall become a resident within six months after appointment, unless otherwise authorized by the Council and shall reside therein during his or her tenure.~~

SECTION 6.03. REMOVAL.

The City Manager shall be subject to removal by the Council at any time by an affirmative vote of ~~the majority~~ **five (5) members** of the Council. In any case, the former Manager shall be paid all due sums pursuant to any contractual agreement the City Manager may have with the City, or in the event there is no contract, the former City Manager shall be paid any unpaid balance of salary and benefits.

SECTION 9.02. GENERAL RULES FOR BOARDS AND COMMISSIONS.

Unless otherwise provided for in this Charter:

(1) Each Board or Commission created in Section 9.01 shall consist of members appointed by the Council for overlapping terms of three years. Members of the first boards shall be appointed for terms of one, two, and three years, respectively. Thereafter, all members of boards and commissions shall be appointed for the full three-year term.

(2) Appointments and removals shall be subject to the procedures as specified in the Administrative Code.

(3) Each member of a Board or Commission of the City shall be and shall remain an elector of the City.

(4) Members of a Board or Commission of the City shall not hold any other elected or appointed office in the City or be an employee thereof **unless otherwise designated by Council.**

(5) A vacancy occurring during the term of any member of a Board or Commission shall be filled for the unexpired term in the same manner as original appointments.

(6) Vacancies shall be filled within sixty (60) days.

(7) Each Board and Commission shall keep a journal **minutes** of its proceedings. An affirmative vote of a majority of all members shall be necessary to adopt any question, motion, or order.

(8) Each Board and Commission shall establish its own operating procedures.

(9) All members of Boards and Commissions shall serve without compensation unless otherwise provided for by the Council.

(10) Boards and Commissions shall perform all duties and functions imposed upon them by this Charter and by the Council.

ORDINANCE NO. 19-09
CITY OF BEAVERCREEK

SPONSORED BY COUNCIL MEMBER UPTON ON THE 28TH DAY OF MAY, 2019.

AN ORDINANCE REPEALING CURRENT SECTION 31.01 “REIMBURSEMENT OF COUNCILMEMBERS FOR EXPENSES” OF THE CITY OF BEAVERCREEK CODE OF ORDINANCES AND ADOPTING NEW SECTION 31.01 “REIMBURSEMENT OF COUNCILMEMBERS FOR EXPENSES” AND REPEALING SECTION 31.17 “EXPENSES OF COUNCIL” OF THE CITY OF BEAVERCREEK CODE OF ORDINANCES.

WHEREAS, the City of Beavercreek Code of Ordinances contains outdated processes for reimbursement of Councilmembers; and

WHEREAS, the City Council has determined that it would be in the best interest of the City to remove the outdated processes from the Beavercreek Code of Ordinances.

NOW, THEREFORE, THE CITY OF BEAVERCREEK, COUNTY OF GREENE, OHIO, HEREBY ORDAINS:

SECTION I.

Current section 31.01 “REIMBURSEMENT OF COUNCILMEMBERS FOR EXPENSES” of the City of Beavercreek Code of Ordinances is hereby repealed, and new section 31.01 “REIMBURSEMENT OF COUNCILMEMBERS FOR EXPENSES” is hereby enacted as follows with new language in **bold** and text to be deleted in ~~strikeout~~.

§ 31.01 REIMBURSEMENT OF COUNCILMEMBERS FOR EXPENSES.

Members of Council shall be reimbursed for certain necessary and reasonable expenses incurred in the performance of their official duties **in accordance with the relevant administrative processes of the city.**

~~Reimbursement authorized by this resolution shall be limited to the following particular expenses:~~

~~—(A) For use of their personal automobiles outside the city to attend meetings of organizations to which they serve as representatives by designation of this Council.~~

~~—(B) For long distance telephone calls made in carrying out their duties as Councilmembers.~~

~~—(C) For transportation, food and other incidental expenses of attending educational presentations by the Ohio Municipal League and similar organizations, but only to the extent attendance at any particular meeting is authorized by subsequent passage of a motion by this Council.~~

Current Section 31.17 of the City of Beavercreek Code of Ordinances is repealed in its entirety.

~~**§ 31.17 EXPENSES OF COUNCIL.**~~

~~All Councilmembers shall substantiate all expenses incurred in connection with official duties in all cases. Mileage shall be reimbursed at the rate established by the city for actual miles traveled outside the city limits. If such travel was by some method other than automobile, the amount of reimbursement shall be the actual charges in connection with such travel and supported by appropriate receipt.~~

- ~~—(A) Councilmembers may, by resolution, stating the exact purpose thereof, receive their necessary and reasonable expenses incurred in the performance of their official duties.~~
- ~~—(B) Expenses incurred in performance of duties within Greene and Montgomery counties shall not exceed \$20 per month per member. In the event that expenses exceed this limit, Council approval is required before reimbursement can be made.~~
- ~~—(C) Expenses incurred in the performance of duties outside Greene and Montgomery counties shall be approved in advance by Council at which time the upper limit for the expenses shall be established.~~
- ~~—(D) In any case where it may be advisable for an official to represent the city at an event outside Greene and Montgomery counties, where sufficient notification of the event precludes prior Council approval, an aggregate sum of \$100 per year per member shall be established as the maximum limit for expenses incurred in these events.~~
- ~~—(E) All expense claims, including those made on behalf of any member by the city, shall be submitted to the Director of Finance on a monthly basis not later than the fifteenth day of the month following the incurring of the expenses. Copies shall be distributed to members of Council as soon as practical.~~
- ~~—(F) Necessary telephone expenses will be paid.~~

SECTION II.

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 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, but not limited to Section 121.22 of the Ohio Revised Code.

SECTION III.

This Ordinance shall take effect at the earliest date allowed by law.

SECTION III: This Ordinance shall take effect at the earliest time allowed by law.

PASSED this 24th day of June, 2019.

Bob Stone, Mayor

ATTEST:

Dianne Miscisin, Clerk of Council

PREPARED BY: CITY ATTORNEY

SUMMARY

AN ORDINANCE REPEALING CURRENT SECTION 31.01 "REIMBURSEMENT OF COUNCILMEMBERS FOR EXPENSES" OF THE CITY OF BEAVERCREEK CODE OF ORDINANCES AND ADOPTING NEW SECTION 31.01 "REIMBURSEMENT OF COUNCILMEMBERS FOR EXPENSES" AND REPEALING SECTION 31.17 "EXPENSES OF COUNCIL" OF THE CITY OF BEAVERCREEK CODE OF ORDINANCES.

ORDINANCE NO. 19-10

CITY OF BEAVERCREEK

SPONSORED BY COUNCIL MEMBER CURRAN ON THE 28TH DAY OF MAY, 2019.

AN ORDINANCE REPEALING CURRENT SECTIONS 35.17 AND 35.18 OF THE CITY OF BEAVERCREEK CODE OF ORDINANCES AND ADOPTING NEW SECTIONS 35.17 AND 35.18 OF THE CITY OF BEAVERCREEK CODE OF ORDINANCES IN ORDER TO REVISE COMPETITIVE BIDDING REQUIREMENTS

WHEREAS, the Ohio Revised Code competitive bidding threshold changes from time to time and the City of Beavercreek Code of Ordinances references outdated Ohio Revised Code requirements; and

WHEREAS, the City Council has determined that it would be in the best interest of the City to revise the Beavercreek Code of Ordinances in such a way as to be consistent with state law.

NOW, THEREFORE, THE CITY OF BEAVERCREEK, COUNTY OF GREENE, OHIO, HEREBY ORDAINS:

SECTION I.

Current section 35.17 "COMPETITIVE BIDDING PROCEDURE" of the City of Beavercreek Code of Ordinances is hereby repealed, and new section 35.17 "COMPETITIVE BIDDING PROCEDURE" is hereby enacted as follows with new language in **bold** and text to be deleted in ~~strikeout~~.

§ 35.17 COMPETITIVE BIDDING PROCEDURE.

(A) In accordance with Charter Section 10.08, purchases of all commodities ~~estimated to cost \$25,000 or more~~ shall be from the lowest and best bidder, pursuant to specifications in open competitive bidding, under the procedures set forth in this chapter **unless an exception to competitive bidding applies. The Ohio Revised Codes sets forth a minimum threshold amount which triggers the requirement for competitive bidding, and competitive bidding procedures need not be followed if the purchase amount is equal to or less than the threshold amount set forth in the Ohio Revised Code.**

- (B) (1) A notice inviting bids shall be prepared. Such notice shall:
- (a) Be published twice in a newspaper in general circulation in the city;
 - (b) Include a general description of the items to be purchased;
 - (c) State where bid blanks and specifications may be secured;
 - (d) State the date, time and place for opening bids.

(2) The sealed bids shall be open in public at the date, time, and place stated in the notice inviting bids, no earlier than one week after the second publication. A tabulation of all bids received shall be available for public inspection.

(3) In exercising the provisions of this section, the City Manager is authorized and directed to establish the conditions of competitive bidding pursuant to this chapter, including, but not limited to, the necessity, type, and amount, if any, of bid or performance surety, time for performance, penalties or bonuses for late or early performance, specifications, experience qualifications, disclosure of interested parties, alternatives, conditions or substitutions, and form of contract.

Current section 35.18 "PROCEDURE FOR PURCHASES NOT REQUIRING COMPETITIVE BIDDING" of the City of Beavercreek Code of Ordinances is hereby repealed, and new section 35.18 "PROCEDURE FOR PURCHASES NOT REQUIRING COMPETITIVE BIDDING" is hereby enacted as follows with new language in bold and text to be deleted in ~~strikeout~~.

§ 35.18 PROCEDURE FOR PURCHASES NOT REQUIRING COMPETITIVE BIDDING.

(A) Competitive bidding is not required for the following purchases:

(1) Purchase of commodities which are estimated to cost less than \$25,000 **the threshold amount set forth in the Ohio Revised Code.**

(2) Purchase of all items and services which are not "commodities."

(3) Immediate purchase of commodities required in case of public emergency affecting life, health, property and welfare. The City Manager shall have the authority to determine when an emergency exists requiring such immediate purchases. In such cases a copy of the order issued shall be filed with the Clerk of Council, together with a certificate from the City Manager, stating the facts of the emergency.

(B) Purchases shall be made from a responsible supplier offering the lowest and best combination of terms, price, quality and other matters affecting the purchase. Whenever reasonably practicable, purchases shall be based on at least three competitive price quotes.

SECTION II.

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 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, but not limited to Section I21.22 of the Ohio Revised Code.

SECTION III.

This Ordinance shall take effect at the earliest date allowed by law.

SECTION III: This Ordinance shall take effect at the earliest time allowed by law.

PASSED this ____ day of _____, 2019.

Bob Stone, Mayor

ATTEST:

Dianne Miscisin, Clerk of Council

PREPARED BY: CITY ATTORNEY

SUMMARY

AN ORDINANCE REPEALING CURRENT SECTIONS 35.17 AND 35.18 OF THE CITY OF BEAVERCREEK CODE OF ORDINANCES AND ADOPTING NEW SECTIONS 35.17 AND 35.18 OF THE CITY OF BEAVERCREEK CODE OF ORDINANCES IN ORDER TO REVISE COMPETITIVE BIDDING REQUIREMENTS

ORDINANCE NO. 19-11

CITY OF BEAVERCREEK

SPONSORED BY COUNCIL MEMBER LITTERAL ON THE 10TH DAY OF JUNE, 2019.

AN ORDINANCE AMENDING THE CURRENT THOROUGHFARE PLAN, AS APPROVED BY RESOLUTION 82-3 AND AMENDED BY ORDINANCES 89-19, 93-61, 94-55 AND 12-22 AND THE APPROVED BIKEWAY PLAN, AS APPROVED BY RESOLUTION 99-12 AND AMENDED BY ORDINANCE 12-22, BE REPLACED WITH THE THOROUGHFARE PLAN 2019 UPDATE AS DESCRIBED IN "EXHIBIT A" DATED JUNE 4, 2019 (PC-19-3).

Whereas, the City of Beavercreek Planning Commission has recommended adoption of the Thoroughfare Plan 2019 Update as stated in the attached Resolution.

WHEREAS, the City Council has voted to adopt the recommendation of the Planning Commission, this being a decision that requires approval by four members of Council.

NOW THEREFORE THE MUNICIPALITY OF BEAVERCREEK HEREBY ORDAINS:

SECTION I

That the current Thoroughfare Plan as amended should be replaced with the Thoroughfare Plan 2019 Update as described in Exhibit A dated June 4, 2019.

SECTION II

This Ordinance shall take effect from and after the earliest period allowed by law.

SECTION III

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 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, but not limited to Section 121.22 of the Ohio Revised Code.

PASSED this _____ day of _____, 2019.

Bob Stone, Mayor

ATTEST:

Dianne Miscisin, Clerk of Council

SUMMARY

This ordinance adopts a recommendation to replace the current Thoroughfare Plan Ordinance 12-22 with the Thoroughfare Plan 2019 Update.

This is not an emergency ordinance and will become effective 30 days after passage.

PEL

**CITY OF BEAVERCREEK
CITY COUNCIL
AGENDA ITEM REPORT**

Meeting Date: June 24, 2019	Reference Topic: Ordinance No. 19-12 TO APPROVE SUPPLEMENTAL APPROPRIATIONS, AND CERTIFY ADDITIONAL RESOURCES FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2019, AND ENDING DECEMBER 31, 2019, AND TO AMEND ORDINANCE 18-28, 19-01 AND 19-03.
Agenda Reference No.: VII-E.	

ACTION REQUESTED		
<input checked="" type="checkbox"/> Adopt Ordinance	<input type="checkbox"/> Adopt Resolution	<input type="checkbox"/> Review and Comment
<input type="checkbox"/> No Action Requested	<input type="checkbox"/> Accept Staff Recommendation	<input type="checkbox"/> Other Motion _____

RESPONSIBLE DEPARTMENT OR AGENCY		
<input checked="" type="checkbox"/> Finance	<input type="checkbox"/> City Council	<input type="checkbox"/> Human Resources
<input type="checkbox"/> Parks, Recreation & Culture	<input type="checkbox"/> Engineering	<input type="checkbox"/> Golf Course
<input type="checkbox"/> Police	<input checked="" type="checkbox"/> Public Service	<input type="checkbox"/> City Manager

BACKGROUND AND STAFF SUMMARY:

Street Levy Fund (203) and Street Maintenance Fund (204)

As discussed during the Council work session on June 17th, the City must appropriate funds to cover the expenditures associated with the tornado event on May 27th. The expenditures incurred relate to overtime for our employees to provide safety and security to our residents in and around the affected areas. Appropriations are also required for emergency contractor the City had under contract for assistance in clearing the streets, removal of vegetation, and for all other ancillary costs including contractual cost of signal repair, fuel, materials and commodities used, etc.

The costs associated with the emergency have been submitted to FEMA approval for public assistance to reimburse for these cost but the designation has not been confirmed. The City will continue to incur costs that must be paid through the appropriate City funds (Street Levy and Maintenance funds). Therefore, the City must appropriate funds from the designated Street funds to pay the associated costs pending certification and subsequent reimbursement from Federal and State agencies.

To assist with this funding, the City will certify additional revenue in each of these funds. This available revenue was the amount that 2018 revenues exceeded the expenditures and was added to the fund balance at year end. This amount was not appropriated at the time the 2019 budget was finalized and therefore can be certified and used to pay for expenses as noted above.

Furthermore, the City has elected to reduce the fund balance in the Street Levy fund from the recommended 20% fund balance down to 10% in order to assist in funding the initial round of expenditures. Also, to provide needed funding for these expenditures, the City has also delayed several capital projects. In addition, the City has budgeted to complete the 2019 street resurfacing program. Because of the very competitive bids received, the City added additional streets to the base program. However, these additional streets will be delayed to provide additional funds necessary to cover these emergency expenditures. If and when these expenditures are reimbursed by the State, these delayed projects will be reviewed and reinitiated once these funds are received or the City receives additional revenue.

To complete this financial strategy, the City will certify \$170,600 revenue in the Street Levy Fund (203), and \$4,200 in the Street Maintenance Fund (204). Also the City will appropriate \$900,000 in the Street Levy Fund (203-57-332-3199 Other Professional Services) to offset the cost of overtime and contractual payments, and \$100,000 in the Street Maintenance fund for the cost of materials and commodities. (204-57-3320-2310 – Fuel & (Other Service - 3040).

STAFF RECOMMENDATION: Staff recommends adoption of Ordinance 19-12.

**CITY OF BEAVERCREEK, OHIO
ORDINANCE NO. 19-12**

SPONSORED BY COUNCIL MEMBER _____ ON THE 24th DAY OF JUNE, 2019.

**TO APPROVE SUPPLEMENTAL APPROPRIATIONS, AND CERTIFY
ADDITIONAL REVENUE FOR THE FISCAL YEAR BEGINNING JANUARY
1, 2019, AND ENDING DECEMBER 31, 2019, AND TO AMEND
ORDINANCES 18-28, 19-01 AND 19-03**

WHEREAS, the annual appropriations for 2019 was authorized in Ordinances 18-28, 19-01 and 19-03 it is now the desire to supplement and amend these appropriations, certify additional revenue, and

NOW, THEREFORE, THE CITY OF BEAVERCREEK HEREBY ORDAINS:

SECTION I.

That to provide for current expenses and other expenditures of the City of Beavercreek during said fiscal year ending December 31, 2019, the following amounts appropriated in Ordinance 18-28 19-01 and 19-03 are hereby amended and the recertification of additional revenue, and authorize inter-fund transfers, while preserving all other appropriations as previously approved.

REVENUE FUND (FUND #)	INCREASE REVENUE CERTIFICATIONS
STREET LEVY FUND (203)	\$ 170,600
STREET MAINTENANCE FUND (204)	\$ 4,200
TOTAL:	<u>\$ 174,800</u>

EXPENSE FUND (FUND #)	INCREASE APPROPRIATIONS
STREET LEVY FUND (203)	\$ 900,000
STREET MAINTENANCE FUND (204)	\$ 100,000
TOTAL:	<u>\$1,000,000</u>

SECTION II.

In order to conform to the amendments detailed in Section I with the schedule of 2019 annual appropriations previously approved, the Financial Administrative Services Director is hereby directed to prepare and certify a restatement of annual appropriations reflecting all approved appropriations and transfers and certify the above noted revenue.

SECTION III.

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 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, but not limited to, Section 121.22 of the Ohio Revised Code.

SECTION IV.

This supplement to the Annual Appropriation Ordinance shall take effect upon adoption, in accordance with Sections 10.04 and 10.10 of the Beaver Creek City Charter.

PASSED this 24th day of June, 2019.

Bob Stone, Mayor

ATTEST:

Dianne Miscisin, Clerk of Council

ORD 19-12

SUMMARY

An Ordinance to approve supplemental appropriations, certify additional revenue for the Fiscal Year ending December 31, 2019.

This is a supplement to the Annual Appropriation Ordinance and in accordance with Sections 10.04 and 10.10 of the Beaver Creek City Charter will become effective immediately upon its passage.

PEC

**CITY OF BEAVERCREEK
CITY COUNCIL
AGENDA ITEM REPORT**

Meeting Date: June 24, 2019	Reference Topic: Supplement to the Code of Ordinance S-33
Agenda Reference No.: VI.F,	Ordinance 19-14 (Emergency)

ACTION REQUESTED		
<input checked="" type="checkbox"/> Adopt Ordinance	<input type="checkbox"/> Adopt Resolution	<input type="checkbox"/> Review and Comment
<input type="checkbox"/> No Action Requested	<input type="checkbox"/> Accept Staff Recommendation	<input type="checkbox"/> Other _____

RESPONSIBLE DEPARTMENT OR AGENCY		
<input type="checkbox"/> Finance	<input type="checkbox"/> City Council	<input type="checkbox"/> Law
<input type="checkbox"/> Parks & Recreation	<input type="checkbox"/> Engineering	<input type="checkbox"/> Planning & Zoning
<input type="checkbox"/> Police	<input type="checkbox"/> Public Service	<input type="checkbox"/> City Manager
<input checked="" type="checkbox"/> Clerk of Council	<input type="checkbox"/> Human Resources	<input type="checkbox"/> Other _____

BACKGROUND AND STAFF SUMMARY:

Periodically all ordinances are codified along with the Ohio Revised Code Updates. Although the ordinances were previously adopted, this allows the updated Ohio Revised Code sections and any new Zoning Code updates to be adopted by City Council.

This process is completed to be in compliance with the section 731.21 of the Ohio Revised Code. Supplement 33 is the latest update. This is done so as an emergency to allow the City to use the current version of Code of Ordinances immediately.

STAFF RECOMMENDATION:

Staff recommends this Ordinance be adopted as an emergency.

CITY OF BEAVERCREEK, OHIO

ORDINANCE NO. 19-14

SPONSORED BY COUNCIL MEMBER _____ ON THE 24TH DAY OF JUNE, 2019.

**AN ORDINANCE ENACTING AND ADOPTING A SUPPLEMENT TO THE
CODE OF ORDINANCES FOR THE CITY OF BEAVERCREEK AND
DECLARING AN EMERGENCY**

WHEREAS, American Legal Publishing Corporation of Cincinnati, Ohio has completed the S-33 supplement to the Code of Ordinances of the City of Beavercreek, which supplement contains all ordinances of a general and permanent nature enacted since the prior supplement to the Code of Ordinances of the City of Beavercreek; and,

WHEREAS, American Legal Publishing Corporation has recommended the revision or addition of certain sections of the Code of Ordinances which are based on or make reference to sections of the Ohio Code; and,

WHEREAS, it is the intent of the City of Beavercreek to accept these updated sections in accordance with the changes of the law of the State of Ohio; and,

WHEREAS, it is necessary to provide for the usual daily operation of the municipality and for the immediate preservation of the public peace, health, safety and general welfare of the municipality that this ordinance take effect at an early date.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Beavercreek, Ohio that:

SECTION I.

The S-33 supplement to the Code of Ordinances of the City of Beavercreek as submitted by American Legal Publishing Corporation of Cincinnati, Ohio, and as attached hereto, be and the same is hereby adopted by reference as if set out in its entirety.

SECTION II.

Such supplement shall be deemed published as of the day of its adoption and approval by the Beavercreek City Council and the Clerk of the City of Beavercreek is hereby authorized and ordered to insert such supplement into the copy of the Code of Ordinances kept on file in the Office of the Clerk.

SECTION III.

This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the peace, health, safety and general welfare of the people of this municipality, and shall take effect at the earliest date provided by law.

SECTION IV.

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 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, but not limited to Section 121.22 of the Ohio Revised Code.

ADOPTED by the Council of the City of Beavercreek, Ohio this 24th day of June, 2019.

Bob Stone, Mayor

ATTEST:

Dianne Miscisin, Clerk of Council

SUMMARY

This ordinance enacts and adopts a supplement to the Code of Ordinances for the City of Beavercreek, Ohio. This is an emergency ordinance and becomes effective immediately upon passage.

CITY OF BEAVERCREEK, OHIO

RESOLUTION NO. 19-34

SPONSORED BY COUNCIL MEMBER _____ ON THE 24TH DAY OF JUNE, 2019.

**A RESOLUTION BY THE BEAVERCREEK CITY COUNCIL
EXTENDING THE APPOINTMENT OF DWIGHT "PETE" E. LANDRUM,
AS CITY MANAGER AND APPROVING A FIVE YEAR EMPLOYMENT
AGREEMENT.**

WHEREAS, City Council hereby desires to extend the appointment of Dwight "Pete" E. Landrum as City Manager and to enter into a five year employment agreement.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BEAVERCREEK, GREENE COUNTY, OHIO, THAT:

SECTION I: The City Council extends the appointment of Dwight "Pete" E. Landrum as City Manager and approves a five year employment agreement incorporated herein by reference and authorizes the Mayor to sign the employment agreement on behalf of the city.

SECTION II: This Resolution shall take effect and be in force from and after the date of its passage.

ADOPTED by the Council of the City of Beavercreek, Ohio, this 24^h day of June, 2019.

Bob Stone, Mayor

ATTEST:

Dianne Miscisin, Clerk of Council

SUMMARY

**THIS RESOLUTION BY THE BEAVERCREEK CITY COUNCIL
EXTENDING THE APPOINTMENT OF DWIGHT "PETE" E.
LANDRUM, AS CITY MANAGER AND APPROVING A FIVE YEAR
EMPLOYMENT AGREEMENT.**

**REEMPLOYMENT AGREEMENT BY AND BETWEEN
CITY OF BEAVERCREEK, OHIO
AND DWIGHT "PETE" E. LANDRUM**

This REEMPLOYMENT AGREEMENT ("Agreement") is made and entered into this ____ day of July, 2019, by and between the City of Beavercreek, Ohio, a municipal corporation, (the "City", or the "Employer") and Dwight "Pete" E. Landrum, (the "Employee") (collectively, Employer and Employee, the "Parties").

WITNESSETH:

WHEREAS, the City desires to renew the Agreement with the Employee as City Manager of the City of Beavercreek, Ohio as provided by the City Charter; and

WHEREAS, it is the desire of the Beavercreek City Council (the "Council") to provide certain benefits, establish certain conditions of employment, and set working conditions of the Employee; and

WHEREAS, it is the desire of Council to: (1) retain the services of Employee; (2) make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security, particularly in light of possible personnel and policy changes; and (3) provide a just means for terminating Employee's services at such time as he may be unable to fully discharge his duties or when Employer may otherwise desire to terminate his employment; and

WHEREAS, Employee desires to continue his employment as City Manager of the City.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, it is hereby agreed by and between the City and Employee that the City does hereby enter into this Agreement with Employee as City Manager for the City pursuant to the following terms:

1. **DUTIES AND HOURS OF WORK**

Employee shall continue as the City Manager for the City. Employee agrees that he faithfully and diligently will fulfill all duties and obligations incumbent upon him as the executive head of the City. Employee shall perform the duties set forth in Section 6.02 of the City's Charter, the applicable Ordinances of the City, and other legally permissible and proper duties and functions as the Council shall from time to time assign. It is further recognized by the Parties that to effectively serve, Employee must devote a great deal of time outside normal business hours to the business of the Employer.

2. **TERM**

- a. This Agreement is for five years of employment commencing January 1, 2020 through December 31, 2024, subject, however, to the provisions of Paragraph 9, 10, and 22 herein.
- b. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Council to remove the Employee. However, such removal shall be subject to provisions set forth in Paragraph 9 of this Agreement.
- c. Nothing in this Agreement is intended to prevent, limit or otherwise interfere with the right of Employee to resign at any time from his position with the City, subject only to the provisions set forth in Paragraph 10 of this Agreement.

3. **COMPENSATION-SALARY**

Employer agrees to pay Employee a salary of \$138,142.78, effective January 1, 2019 per year subject to the terms of this Agreement. Employee shall be paid his annual base compensation on a bi-weekly basis.

Further progression in base pay will thereafter occur starting on January 1, 2020 pursuant to the Salary Ordinance of the City and as determined by Council based on the results of his Annual Performance Review. In addition to Employee's salary and benefits as set forth

herein and as established by the Employer from time to time, Employee shall be further entitled to receive such incentive bonuses provided to other Non-Union employees.

4. **WORK YEAR AND HOURS OF WORK**

It is recognized that Employee must devote time outside the office and normal office hours on business for the City, and to that end, Employee shall be allowed to establish an appropriate work schedule. Employee shall not receive additional compensation based solely on hours worked.

Employee shall accrue vacation at the rate of four weeks of vacation for eleven (11) to nineteen (19) years of service pursuant to the Employee Manual. Employee has been credited with 10 years of prior state government service.

Additionally, Employee will be credited with thirty-two (32) hours of personal time annually for Employee's use per the Employee Manual. Employee acknowledges and agrees that any transferred sick leave, up to 30 days, will be used for illness purposes only. All sick leave accrued thereafter shall be subject to the current rules now existing for the use of sick leave as set forth in the Employee Manual which defines how sick leave is regulated and controlled by Employer. It is expressly understood that the transferred sick leave, is not to be included in any separation package and shall not be paid out on retirement, except as provided in the Employee Manual. Accrual rates will not be reduced during the term of this Agreement.

5. **BENEFITS**

Employee shall receive during the term of this Contract, the health care benefits, insurance, and all other fringe benefits, which are provided to employees classified as Non-Union employees. Except as provided herein, the costs of these benefits will be

incurred by the Employer at the same percentage paid to or on behalf of all Non-Union Employees. Further, all provisions of the City's Charter and Employee Manual relating to employee benefits, including, but not limited to vacation and sick leave, retirement and pension system contributions, holidays, and other benefits and working conditions as they now exist or hereafter may be amended, shall apply to Employee as such benefits shall apply to other Non-Union employees of Employer. Such benefits shall be in addition to benefits enumerated specifically for the benefit of Employee as herein provided.

6. **INSURANCE**

In addition to health, dental, life, or other insurance benefits provided by Employer to Non-Union employees, Employer agrees to procure and maintain a term life insurance policy in an amount equal to Employee's current base contract salary provided for under Section 3 (as adjusted) above for Employee and \$20,000.00 for Employee's spouse. Such benefits shall be payable to the beneficiary(ies) elected by Employee and Employee's spouse.

7. **PERS**

Employer agrees to pay directly to the Public Employee's Retirement System the City's standard contribution.

8. **AUTOMOBILE ALLOWANCE AND CELL PHONE**

Employee is required to be on call for twenty-four (24) hour service, so therefore, must have access to a vehicle for City business. In lieu of a City vehicle, Employer

grants to Employee an automobile allowance of Five Thousand Dollars (\$5,000.00) annually, payable in equal monthly installments. Employee shall be responsible for the purchase, maintenance, insurance, taxes, and all related miscellaneous expenses, for said vehicle. Employer will reimburse Employee for mileage for travel associated with City business, at the same rate as other City employees are reimbursed for that portion of the travel that is in excess of a fifty (50) mile radius from the City boundaries. No mileage will be paid to Employee for travel within this fifty (50) mile area. The Employee shall provide an appropriate automobile that will be maintained in an appropriate manner and replaced frequently enough to maintain suitable appearance for the City. Employee is expected to use his vehicle unless circumstances dictate otherwise.

Employer will provide Employee with a cell phone allowance of \$420 annually or \$35 per month for a cell phone.

9. **TERMINATION AND SEVERANCE PAY**

The Parties agree that Employee shall be subject to discharge under the terms and conditions set forth in the Beaver Creek City Charter and under the terms of this Agreement.

The Parties agree that termination and severance pay is appropriate to ensure stability and security in performing the duties delegated to the Executive head of the City, and to ensure that Employee is not removed for reasons related to changes in administrative policy rightfully delegated to Employee, or for transitions in composition of Council.

For the purpose of this Agreement, termination shall occur when:

- (1) A five ~~four~~ (5) members majority of Council votes to change Employee's job status with or without cause at a duly authorized public meeting; or

- (2) If the Employee resigns following an offer to accept his resignation, whether a formal or informal offer, made by a representative of Council representing the five ~~four~~ (4 5) members majority of the governing body, such offer and acceptance of the offer shall be declared a termination as of the date of the offer.

In the event Employee's job is changed such that he is no longer City Manager by Council at any time during the term of this Agreement, the City agrees Employee will remain an employee to perform consulting services and the City agrees to pay Employee severance pay equal to nine (9) months base salary (excluding accrued benefits), in consecutive bi-weekly installments or, upon termination, the City may elect, in its sole discretion, to make a lump sum payment to Employee of the money owed to Employee, subject to all other terms of this Agreement. Employee shall also be compensated subject to the terms of this Agreement for all benefits accrued in accordance with the Employee Manual of the City of Beavercreek, Ohio in effect at the time of exercising this provision.

Employee will sign a full release, releasing City, Council, its Employees, Agents and Representatives, granting full release from past, present and future causes of actions, complaints or claims as a condition of receiving severance pay as provided in this section.

In the event Employee is terminated for cause as set forth in the Employee Manual; the Ohio Revised Code; or conviction, the City shall have no obligation to pay the severance pay designated in this paragraph. However, Employee shall be entitled to all other earned and accrued benefits, excluding sick leave payout, and the severance pay set forth hereunder.

10. RESIGNATION

In the event Employee voluntarily resigns his position with the City, then Employee shall give the City, ninety (90) days advance notice, unless the Parties agree otherwise. In such event, Employee shall be entitled to compensation for all other earned and accrued benefits in accordance with this Agreement and the Employee Manual of the City of Beavercreek, Ohio, in effect at the time of the execution of this Agreement. The payment of earned and accrued sick leave shall be subject to Section 4 of the Agreement.

11. **PERFORMANCE EVALUATION**

Upon execution of this Agreement, Council and Employee shall define such goals and performance objectives that they determine necessary for the proper operation of the City and in the attainment of the legislative body's policy objectives. Said goals and objectives shall then be reduced to writing with specific criteria to allow the future determination of whether the goal has been obtained. The Parties recognize that the nature of certain goals, particularly those relating to capital improvements and those intended to secure necessary budgetary funds, may or may not be of a nature generally attainable within one year. To the extent that certain goals and priorities may not be generally obtainable during the subject review period, the goals and objectives shall be reduced to writing with provision for specific actions expected to be undertaken within the subsequent review period.

12. **DUES, SUBSCRIPTIONS AND MEMBERSHIPS**

Employer agrees to budget for and to pay for professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state, and local associations, and such other organizations necessary and desirable for

his continued professional participation growth, and advancement, and for the good of the Employer. However, such expense shall be within the constraints of the approved budget, which the City shall establish within the sole discretion of the City at an amount deemed appropriate by the City.

13. **PROFESSIONAL DEVELOPMENT**

A. Employer hereby agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer including, national, regional, state, and local governmental groups and committees thereof which Employee serves as a member.

The activities set forth at Section (A) herein shall be subject to the discretion of the Employee. However, such expense shall be within the constraints of the approved budget, which the City agrees shall be established within the sole discretion of the City at an amount deemed appropriate by the City.

14. **OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

Council, in consultation with the Employee, shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter, or any other law.

15. **NO REDUCTION OF BENEFITS**

The City may, at the discretion of Council, increase the benefits stated herein. However, Employer shall not at any time during the term of this Agreement reduce the salary,

compensation, or other financial benefits of Employee, except to the degree of such a reduction across the board for all Non-Union employees of the Employer.

16. OUTSIDE ACTIVITIES

The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the City and community, the Employee may, with prior notice to Council, accept limited teaching or consulting opportunities with the understanding that such arrangements shall not constitute interference with, nor a conflict of interest with the responsibilities under this Agreement.

17. CITY RESIDENCY

Employee accepted payment for relocation in 2017 and acknowledges that to qualify for this payment, he agreed to remain a resident of the City throughout his tenure as City Manager.

18. INDEMNIFICATION

Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring within the scope of Employee's duties as City Manager. Employer, or its insurance carrier, shall, without personal cost to Employee, compromise and settle any such claim or suit and pay the amount of any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

19. NOTICES

Notices pursuant to this Agreement shall be given by regular United States Mail, postage prepaid, addressed as follows:

Employer: Mayor, City of Beavercreek
1368 Research Park Drive
Beavercreek, Ohio 45432

AND

Stephen M. McHugh, Esq.
Coolidge Wall, L.P.A.
33 West First Street, Suite 600
Dayton, OH 45402

Employee: Dwight "Pete" E. Landrum
City of Beavercreek
1368 Research Park Drive
Beavercreek, Ohio 45432

20. EFFECTIVE DATE

This Agreement shall become effective commencing the 1st day of January, 2020.

21. SEVERABILITY AND SAVINGS CLAUSE

If any provision, or any portion thereof, contained in this Agreement is deemed unconstitutional, invalid or unenforceable, by a Court of law, that provision(s) or portion thereof, shall be deemed severable, and the remainder of the Agreement shall remain in full force and effect.

24. MORALS CLAUSE

If Employee commits or is arrested for any crime or become involved in any situation or occurrence tending to bring Employee into public disrepute, contempt, scandal, or ridicule, fails to maintain membership in good standing with the International City/County Management Association, or tending to shock, insult, or offend the public or any protected

class or group thereof, then Employer shall have the right to immediately terminate this Agreement.

IN WITNESS WHEREOF, the City has caused this Agreement to be signed and executed on its behalf by its Mayor, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

Witnesses:

CITY OF BEAVERCREEK, OHIO

Mayor Bob Stone

CITY MANAGER

Dwight "Pete" E. Landrum, Employee

PC

CITY OF BEAVERCREEK
CITY COUNCIL
AGENDA ITEM REPORT

Meeting Date: June 24, 2019	Reference Topic: Resolution Authorizing City Manager and Chief of Police to Execute Interaction And Cooperation Agreement with Kettering Health Network Police Division
Agenda Reference No: VII, H,	
Resolution 19-36	

ACTION REQUESTED		
<input type="checkbox"/> Adopt Ordinance	<input type="checkbox"/> Adopt Resolution	<input type="checkbox"/> Review and Comment
<input type="checkbox"/> No Action Requested	<input checked="" type="checkbox"/> Accept Staff Recommendation	<input type="checkbox"/> Other _____

RESPONSIBLE DEPARTMENT OR AGENCY		
<input type="checkbox"/> Finance	<input type="checkbox"/> City Council	<input type="checkbox"/> Law
<input type="checkbox"/> Parks & Recreation	<input type="checkbox"/> Engineering	<input type="checkbox"/> Planning & Zoning
<input checked="" type="checkbox"/> Police	<input type="checkbox"/> Public Service	<input type="checkbox"/> City Manager
<input type="checkbox"/> Clerk of Council	<input type="checkbox"/> Human Resources	<input type="checkbox"/> Other _____

BACKGROUND AND STAFF SUMMARY:

Kettering Health Network Police Division, formerly known as Grandview Police, has provided on-site security for Soin Medical Center since 2011. Kettering Health Network Police Division employs personnel that have obtained Peace Officer Certification from the State of Ohio and this agreement would continue to give Kettering Health Network Police Division authority to provide police services to the hospital facility in cooperation with Beaver creek Police.

STAFF RECOMMENDATION:

Staff is recommending the approval of this Resolution.

**CITY OF BEAVERCREEK, OHIO
RESOLUTION NO. 19-36**

SPONSORED BY COUNCIL MEMBER _____ ON THE 24th DAY OF JUNE, 2019.

A RESOLUTION AUTHORIZING THE CITY MANAGER AND THE CHIEF OF POLICE TO ENTER INTO AN INTERACTION AND COOPERATION AGREEMENT WITH KETTERING HEALTH NETWORK POLICE DIVISION FOR POLICE SERVICES AT THE SOIN MEDICAL CENTER.

WHEREAS, the City of Beavercreek wishes to grant police service authority to Kettering Health Network Police Division, in cooperation with the Beavercreek Police Department, on Soin Medical Center Properties.

NOW, THEREFORE, THE CITY OF BEAVERCREEK HEREBY RESOLVES:

SECTION I.

Council hereby authorizes the City Manager and the Chief of Police on behalf of the City of Beavercreek, Ohio, to execute the Interaction and Cooperation Agreement with the Kettering Health Network Police Division attached as Exhibit "A".

SECTION II.

It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that any and 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, but not limited to Section 121.22 of the Ohio Revised Code.

SECTION III.

This Resolution shall take effect from the earliest date allowed by law.

THIS RESOLUTION IS ADOPTED BY THE Council of the City of
Beavercreek, Ohio this 24th day of June, 2019.

Bob Stone, Mayor

ATTEST:

Dianne Miscisin, Clerk of Council

SUMMARY

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE
INTERACTION AND COOPERATION AGREEMENT WITH KETTERING HEALTH
NETWORK POLICE DIVISION.

**INTERACTION AND COOPERATION AGREEMENT
BETWEEN THE CITY OF BEAVERCREEK POLICE DEPT, OHIO
AND
KETTERING HEALTH NETWORK POLICE DIVISION
FOR SOIN MEDICAL CENTER, 3535 PENTAGON BLVD., BEAVERCREEK, OH 45431**

THIS INTERACTION AND COOPERATION AGREEMENT (the "Agreement") is made by and between the City of Beaver Creek Police Department, Ohio ("BPD"), a City government agency with offices at 1388 Research Park Dr., Beaver Creek, Oh. 45432, Kettering Adventist Healthcare dba Kettering Health Network ("KHN"), a non-profit corporation organized under the laws of the State of Ohio, which operates Soin Medical Center, located at 3535 Pentagon Blvd., Beaver Creek, OH, 45431 ("SMC"), and the Kettering Health Network Police Department ("KHN PD"), having its principal office at 405 West Grand Avenue, Dayton, Ohio 45405 ("Grandview"), collectively referred to as the "Parties," as of the date last executed below (the "Effective Date").

RECITALS

WHEREAS, KHN, a tax-exempt organization, operates the KHN PD, which is experienced in providing police services on its campus pursuant to statutory authority codified at Section 4973.17 of the Ohio Revised Code, as well as security services both on and off its campuses.

WHEREAS, the Police Chief of the BPD has granted approval to KHN to permit persons appointed as police officers under Section 4973.17 of the Ohio Revised Code to engage in those duties and activities as authorized by statute.

WHEREAS, the Parties now seek to memorialize the standards and criteria which will govern their interaction and cooperation in the area of their concurrent jurisdiction.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, the adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Authority of KHN Police Department.** KHN has the authority to maintain and operate its own proprietary police department pursuant to Section 4973.17 of the Ohio Revised Code, and subject to Section 4973.171 of the Ohio Revised Code. The Police Chief of BPD has granted approval to KHN to permit persons appointed as police officers under Section 4973.17 of the Ohio Revised Code to engage in police officer duties and activities within the properties of KHN. Such authority is commensurate with the authority enjoyed by BPD police officers, including, but not limited to, the issuance of traffic and parking citations. The authority of KHN police officers to operate in said jurisdiction extends only if the police officer is directly engaged in the discharge of the person's duties as a police officer for the hospital. This authority does not extend to activities on behalf of BPD or the City of Beaver Creek, Ohio.

2. **Concurrent Jurisdiction.** KHN PD and BPD shall have concurrent jurisdiction within the properties of GMH. BPD shall remain the primary law enforcement agency for all areas within the political subdivision of BPD.

3. **Investigatory Standards.** KHN PD will investigate and take appropriate corrective action for minor misdemeanor, misdemeanor and non-violent felony offenses that occur on Kettering Health property, and which are either committed in the presence of a KHN police officer or reported to KHN police. KHN PD shall notify BPD of reported non-violent felony and misdemeanor offenses and arrests that occur at SMC. Notification shall be made the following business day to ensure intelligence information is shared with BPD in order to monitor crime trends and patterns. BPD shall remain the primary law enforcement agency responsible for investigating violent felony offenses within the concurrent jurisdiction of BPD and KHN PD. KHN PD shall provide assistance to the BPD upon request and as availability permits, and will notify BPD of all felony offenses that occur on SMC premises within twenty-four hours of the reported offense.

4. **Reporting Standards.** KHN PD shall notify BPD of all felony and misdemeanor offenses that occur on SMC property. Minor routine reports, including, but not limited to, parking and traffic citations, will remain in-house at KHN PD. KHN PD shall maintain a log of calls for assistance taken and will make such log available to BPD upon request.

5. **Pursuit Standards.** KHN PD and BPD both have restrictive pursuit policies and should follow their respective policies in making pursuit decisions.

6. **Arrest Standards.** KHN PD shall use BPD's arrest reporting system to process suspects in custody and to generate appropriate arrest custody forms if applicable. KHN PD shall transport all arrested subjects to the appropriate jail. KHN PD will issue misdemeanor notices to appear, notice in lieu of arrest, and citations as appropriate. Notices shall be filed with the Fairborn Municipal Court.

7. **Traffic Enforcement Standards.** The primary objective of the KHN PD's traffic enforcement philosophy is to increase community awareness and compliance with traffic laws through education and fair enforcement practices. The use of verbal and written warnings is encouraged as an educational tool for non-hazardous violations. Police officers must set the example for the community with their own safe driving habits and strict compliance with traffic laws. KHN PD shall monitor vehicular traffic on Kettering Health property and will take action to promote compliance with the law. Traffic citations should only be issued when a safety violation is directly observed by a KHN police officer. Citations should be issued through the Fairborn Municipal Court when the offense is a serious safety violation that poses a threat to life or property, or if the violator is being booked on companion charges.

8. Traffic Crash Investigatory and Reporting Standards. KHN PD shall be the primary investigative agency for all property damage and non-serious personal injury traffic crashes that occur on SMC property. BPD will be the primary investigative agency for all traffic crashes that occur on the outer perimeter of SMC property, including public streets in the immediately surrounding area of said property. KHN PD shall notify BPD of all serious personal injury traffic crashes that occur on any City street, including the immediately surrounding area of SMC's property. BPD will be requested to respond to all traffic crashes involving life-threatening injuries, regardless of where the accident occurred. KHN police officers will assist BPD, or any other agency involved, with traffic crash investigations and traffic control on SMC property and the immediately surrounding area upon request. Serious personal injury traffic crashes include any traffic crash that results in one or more persons receiving an injury that is likely to result in the injured party being admitted to the hospital. A life-threatening injury is any injury that is likely to cause death.

9. Parking Enforcement Standards. KHN PD shall enforce parking violations on KHN owned or controlled properties. BPD will remain the primary parking enforcement agency for violations that occur on City streets, including the immediately surrounding area of SMC's property.

10. Equipment Standards. KHN PD shall purchase and maintain radio equipment in the amount necessary to effectively communicate with BPD. BPD grants permission to KHN PD to transmit on the Dispatch channel for emergency and authorized purposes only. KHN PD shall comply with all LEADS policies and procedures.

11. Crime Prevention Efforts. KHN PD agrees to support BPD's crime prevention efforts with the Neighborhood Watch organization around KHN-owned properties, and agrees to be an active member of said groups.

12. Loss and Damage Standards. There shall be no reimbursement to either party for loss or damage to equipment or other property while engaged in the performance of the services or activities to be provided under this Agreement.

13. Pension and Indemnity Funds Standards. Police personnel acting outside the jurisdiction in which they are employed may participate in any pension or indemnity fund established by their respective employer to the same extent as they would be permitted while acting within the employing jurisdiction.

14. Payment Standards. The consideration herein is derived from the mutual benefit of each of the parties in increased police services. No charge shall be made for any services rendered under the provisions of this Agreement.

15. **Conflict Resolution Standards.** The highest ranking police officer for the party responding to the request for assistance shall first contact the highest ranking officer of the party requesting assistance to establish which party shall have full charge and authority over the assisting equipment and personnel responding to the requests. In the event an agreement or understanding related to the authority over the police personnel and equipment cannot be reached, the City of Beavercreek Chief of Police (or designee) and KHN PD's Chief of Police (or designee) shall make the final determination.

16. **Operating Procedure Standards.** Each party may, from time to time and as necessary or appropriate, develop and maintain documented operating procedures with regards to certain actions or responses by the parties, which, upon written mutual agreement, shall be deemed part of and included as part of this Agreement. Specifically, KHN PD's "Standard Operating Procedure Manual" relating to police officer response in certain felony cases or life-threatening events shall not be amended or changed without prior notice and agreement by both parties.

17. **Liability Standards.** There shall be no liability, responsibility, or cause of action for breach of this Agreement if a request for assistance is denied, delayed, inadequate, or if furnished assistance is not needed upon arrival. Each party shall be responsible for any claim or cause of action made against said party or its law enforcement personnel arising out of the performance of duties under this Agreement, and neither party shall be required or responsible to indemnify, defend, or hold harmless the other for any such claim or cause of action. Each party shall obtain for itself appropriate insurance or other security for the performance of this Agreement.

18. **Term.** This Agreement shall be in effect as of the Effective Date for a period of three (3) years and shall be automatically renewed for successive periods of three (3) years. Any party may withdraw by giving written notice of its intentions to withdraw by registered mail to the other party at least ninety (90) days prior to the effective date of withdrawal.

19. **Entire Agreement.** This Agreement constitutes the sole and entire agreement and understanding of the Parties.

20. **Amendments.** This Agreement shall not be amended or modified in any manner except by an instrument in writing signed by the Parties.

21. **Counterparts.** This Agreement may be executed in one or more identical counterparts, which taken together shall constitute one and the same Agreement. Faxed or copied signatures shall be operative.

22. **Binding Agreement.** This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective heirs, administrators, executors, legal representatives, agents, successors and assigns.

23. **Jurisdiction and Venue.** This Agreement shall be governed by Ohio law, and any action relating to this Agreement shall be brought only in a federal or state court of competent jurisdiction and venue in Greene County, Ohio.

24. **Severability.** Should any part of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement will not be affected and will continue to be valid and enforceable to the fullest extent permitted by law or equity.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date.

City of Beavercreek

By: _____

Print: Pete Landrum

Title: **City Manager**

Date: _____

City of Beavercreek Police Department

By: _____

Print: Dennis Evers

Title: **Chief of Police**

Date: _____

Kettering Health Network

By: _____

Print: Rick Dodds

Title: **President, Soin Medical Center**

Date: _____

Kettering Health Network Police Division

By: _____

Print: Chad DePew

Title: **Chief of Police**

Date: _____



CITY COUNCIL
Regular Meeting – July 8, 2019 6:00 p.m.
Council Chambers

1368 Research Park Dr
Beavercreek, Ohio

- I. CALL TO ORDER
- II. ROLL CALL
- III. PLEDGE AND PRAYER/MOMENT OF SILENCE – Council Member Vann
- IV. APPROVAL OF AGENDA
- V. APPROVAL OF MINUTES
- VI. PRESCHEDULED PRESENTERS
 - A. 2018 Audit Review, Plattenburg & Associates
- VII. PUBLIC HEARING – Z-19-1 Specht Rezoning
 - A. Applicant Presentation
 - B. Staff Presentation
 - C. Public Input
 - D. Council Input
 - E. Ordinance 19-15
- VIII. PUBLIC HEARING – PUD 06-3 SSP #4 Homestead Village
 - A. Applicant Presentation
 - B. Staff Presentation
 - C. Public Input
 - D. Council Input
 - E. Motion
- IX. PUBLIC HEARING – 2020 Tax Budget
 - A. Staff Presentation
 - B. Public Input
 - C. Council Input
 - D. Resolution 19-37
- X. ORDINANCES, RESOLUTIONS AND PUDS
 - A. Ordinance 19-11 PC 19-3 2019 Thoroughfare Plan Update (Third Reading)
- XI. COUNCIL TIME
- XII. MAYOR'S REPORT
- XIII. CITY MANAGER'S REPORT
- XIV. CITIZEN COMMENTS
- XV. ADJOURNMENT



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**AGENDA
CITY COUNCIL
City Council/Manager Advance
Saturday, July 20, 2019, 8:30 a.m.
Council Chamber**

*1368 Research Park Dr
Beavercreek, Ohio*

- I. CALL TO ORDER
- II. ROLL CALL
- III. APPROVAL OF AGENDA
- IV. DISCUSSION
- V. ADJOURNMENT

DRAFT

PLANNING DEPARTMENT STATUS REPORT
June 18, 2019

CITY COUNCIL

June 24, 2019

- PC 19-3, Thoroughfare Plan, public hearing, second reading

July 8, 2019

- PC 19-3, Thoroughfare Plan, public hearing, third reading
- PUD 06-3 SSP #4, Homestead Village, public hearing
- Z-19-1, Specht Rezoning, R-PUD to R-1A, public hearing, first reading

Tabled / Delayed / Pending

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PLANNING COMMISSION

- PUD 18-4 SSP #2, Harbert Drive Self Storage, public hearing
- PUD 88-21 MOD 6/19, Major, Marriott Dual-Brand Hotel, public hearing
- PC 19-4 CU, Dean's Plumbing
- PUD 97-1 MOD 6/19, Minor, Fifth Third Bank
- PUD 17-3 MOD 6/19, Minor, Cedarbrook Farms

Tabled / Delayed / Pending

- PC 19-2 ASRA, Zip's Car Wash, public hearing (Tabled indefinitely)

Commercial Permits Submitted and Under Review

- Dollar General
- Noah's Event Venue
- Holiday Inn

BOARD OF ZONING APPEALS

July 10, 2019

Currently Tabled or Delayed

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