



**COUNCIL MEETING AGENDA
November 11, 2019 at 6:30 PM**

ROLL CALL

PLEDGE OF ALLEGIANCE

MINUTES

1. Regular Council Meeting of October 16, 2019

FINANCE REPORT

1. Month of September 2019

CITIZENS TO SPEAK

1. Carole Donnellon, Update on We Thrive
2. Andrea Singer, 3121 Farmcrest, Topic: Safety & Speeding on S. Farmcrest
3. Steve Cushard, 3205 N. Whitetree Circle, Topic: JCC Proposal and Plan Moving Forward
4. Susan Glazer, 9055 Rolling Ridge Court, Topic: Amberley Green
5. Emily Glazer, 9055 Rolling Ridge Court, Topic: Amberley Green
6. Colin Driscoll, 6600 Ridge Road, Topic: Campaign, North Site, JCC Open House

COMMITTEE REPORTS:

FINANCE COMMITTEE

1. Ordinance 2019-10, Amending and Reallocating Appropriations

LAND DEVELOPMENT COMMITTEE

1. Ordinance 2019-11, Authorizing and Directing the Village Manager to Negotiate and Execute a Contract for Sale of Property at the North Site and Declaring an Emergency

INVESTMENT COMMITTEE

MANAGER'S REPORT

1. Resolution 2019-30, Placing Liens for Nuisance Abatement Expenses
2. Village Manager's Report

CHIEF'S REPORT

MAYOR'S REPORT

NEW BUSINESS

ADJOURNMENT

**MINUTES OF THE REGULAR MEETING
AMBERLEY VILLAGE COUNCIL
WEDNESDAY, OCTOBER 16, 2019**

The Council of Amberley Village, Ohio met in regular session at the Amberley Village Municipal Building, 7149 Ridge Road, on Wednesday, October 16, 2019 at 6:30 p.m. Mayor Muething called the meeting to order. The following roll call was taken:

PRESENT

Richard Bardach
Peg Conway
Ed Hattenbach
Elida Kamine
Thomas C. Muething
Ray Warren
Natalie Wolf

ALSO PRESENT

Scot Lahrmer, Village Manager
Chief Richard Wallace, Police-Fire Department
Rick Kay, Village Treasurer
Kevin McDonough, Village Solicitor
Tammy Reasoner, Clerk of Council

Mayor Muething welcomed everyone to the meeting of the Amberley Village Council. He led those in attendance through the Pledge of Allegiance.

MINUTES

Mayor Muething asked if there were any changes to the Council Work Session of August 27, 2019 meeting minutes as distributed. There being none, he stated the minutes were accepted as submitted.

He then asked if there were any changes to the Regular Council Meeting of September 9, 2019. There being none, he stated the minutes were accepted as submitted.

FINANCE REPORT

Village Manager Scot Lahrmer reviewed the August 2019 Finance Report (a copy of which is attached hereto). Mr. Lahrmer gave a summary of this report and noted earnings tax collections for the month of August totaled \$137,000, representing an increase of 26.4% over August of 2018. The total General Fund Revenue for the month of August was \$369,598, while expenses were \$271,742. At the end of August, the unencumbered General Fund balance was \$5,971,341.

PRESENTATION OF TABLETOP TRAINING EXERCISE

Chief Wallace stated a donation received from Nimet Jeruzalmi in memory of her husband was used to fund equipment and supplies for tabletop training exercises. Fire Captain Chris Fritsch employed the assistance of resident Gerry Albers in building the tabletop exercise platform, which they presented to Council.

Captain Fritsch said the development of the tabletop exercise had met with numerous challenges. Cost and precise building of a tailored replica of a service area proved time-consuming to produce. He showed photographs of a model of the former Elbrook School, Atara Girls High School, depicting a 3D image of the entire structure to scale.

He explained the funding by Mrs. Jeruzalmi and the assistance from Mr. Albers made possible the development of an exact replica to assist in simulating life squad runs, fires, active shooter situations, simple auto accidents on the roadway, and a multitude of other scenarios.

For example, he said the fire truck ladder extension is represented to scale and allows trainees to see how an apparatus will fit and to make corrections where needed. The tiny people used with the exercise have magnets that allow them to affix to the display, and can be applied to all locations in the Village, allowing for changes to each scenario. The exercise features color-coded people in both blue and red, representing police and fire respectively, to map out where personnel should go. He stated much thought had gone into that aspect of the exercise as Amberley Village personnel serve as both police and fire.

He then showed a picture of the entire tabletop, including pipe cleaners to represent fire hoses. These assist in mapping out what types of hoses are needed by location and by length, as the pipe cleaners are also cut to scale and color-coded to match hoses used in real life.

Captain Fritsch then turned attention to a flat map on the tabletop in Council Chambers. He stated the map was of Wise Temple and printed to scale. Similar maps for other locations throughout the Village will eliminate the need for building models like the one for Atara High School, but still allow for use of the model vehicles and people to scale.

Mr. Albers stated that the biggest challenge was in getting a good image of the aerial view, so a drone pilot was used to take photographs. Building the model required extensive time studying the building. Mr. Albers said while the model is not contest quality but it is effective for the purposes of tabletop training.

Mr. Albers said as a former instructor pilot for the Air Force, he was thrilled to put his talents to work for the Village, and thanked Chief Wallace and Captain Fritsch for the opportunity.

RECOGNITION OF TABLETOP TRAINING EXERCISE CONTRIBUTORS

Captain Fritsch presented awards to both Mr. Albers and Ben Neltner (not present) for their work on the tabletop training exercise. Chief Wallace then presented an award to Mrs. Jeruzalmi, stating her husband would have been extremely honored the project was created in his name.

Mayor Muething encouraged Council members to see the actual exercise, and thanked everyone involved, especially Mrs. Jeruzalmi for her generosity. He said the use of a second gift she had given to the Village was still under consideration, and he hoped to have an announcement about it soon.

Chief Wallace recognized Captain Fritsch for the extensive amount of time he spent on the plan, and commended him for his excellent work in taking over as trainer.

CITIZENS TO SPEAK

Amber Simpson, Principal, Pleasant Ridge Montessori School introduced herself and thanked Council for the opportunity to speak. She gave an update on activities at Pleasant Ridge Montessori, and asked for support for the upcoming levy. Ms. Simpson then offered to make herself available to Council for anything they might need moving forward.

Ms. Simpson gave an overview of the work being done at PRM, and emphasized her commitment to the importance of educating our children.

Mayor Muething thanked Ms. Simpson for coming and welcomed her to come anytime to update Council or ask for help.

COMMITTEE REPORTS:

FINANCE COMMITTEE

Mr. Hattenbach presented, read and moved to pass Resolution 2019-27, Accepting the Rates of the Hamilton County Budget Commission for 2020. Based on the amounts certified in the 2020 Tax Budget showing the Village's need for funds, the Hamilton County Budget Commission enacts the tax rates necessary to be levied. Ms. Conway seconded the motion, which then passed unanimously.

Mr. Hattenbach presented, read and moved to pass Ordinance 2019-9, Amending Appropriations in the Capital Projects and the General Funds. This is necessary to appropriate funds to meet our obligation in the Capital Fund and for the purchase of fire radios that weren't budgeted in the General Fund. Seconded by Ms. Conway, the roll call showed the following vote:

AYE: Bardach, Conway, Hattenbach, Kamine, Muething, Warren, Wolf (7)
NAY: (0)

PUBLIC BUILDINGS AND PARKS COMMITTEE

Ms. Conway presented, read and moved to pass Resolution 2019-28, Authorizing the Village Manager to Enter into a Contract with Harry Ewers and Sons, Inc. to make improvements to Amberley Park Walking Track. Staff has identified 36 areas along the walking path that require base repairs.

Mr. Warren pointed out that the cost of the project is less than half of what was allocated, and would buy the Village a lot of time before additional work would be needed.

Mayor Muething indicated walkers on the track will be able to see markings on the track where repairs are clearly needed and slated to be made.

Mr. Hattenbach seconded the motion and the motion carried unanimously.

Ms. Conway stated the Public Buildings and Parks Committee had met again earlier in the evening to talk about dogs under control at Amberley Green and charging non-residents for using Amberley Green before concluding her report.

STREETS, PUBLIC UTILITIES & SEWERS COMMITTEE

Mr. Warren presented, read and motioned to pass Resolution 2019-29, Authorizing the Village Manager to Prepare and Submit an Application to Participate in the Ohio Public Works Commission State Capital Improvement. The plan is to request a \$360,000 grant for North Farmcrest, representing half the cost of the street repair. The grant will also include a \$71,000 request for Kincaid from the local government fund.

The motion was seconded by Ms. Conway.

Ms. Wolf stated her hopes to win the grant. Mr. Warren said the Village would be looking at other creative ways to fund this if we don't get it.

Ms. Conway wanted to know if this was our last try, as the streets really need the repairs. Mr. Lahrmer stated we will continue to try, and the Village will be conducting an evaluation of street conditions to plan future infrastructure improvements. He said the Village is also looking at street rehabilitation vs. total reconstruction to ensure we are not wasting our money. Additionally, the Village will examine the increase in state gas tax as another option for funding. This would not cover the cost of the project, but would give options to discuss regarding how to proceed.

Mayor Muething stated this was a great example of staff working to pursue grants, and encouraged Council not to ignore all the success over the past ten years in the face of this one ongoing struggle. He further commended staff for pursuing the grant.

Mayor Muething called for the vote, which passed unanimously.

LAND DEVELOPMENT COMMITTEE

Mayor Muething stated Melissa Johnson of The Port provided an update on efforts to develop the property at 2100 Section, which The Port currently owns and markets. Ms. Johnson presented a slideshow to the committee outlining The Port's efforts. She stated The Port utilizes bus tours of properties for prospects, and there continues to be interest in the property. While she shares the Village's frustration that things are not going as fast as we would like, she said The Port is committed to getting the right party on that site for both the Village and Hamilton County. She emphasized the value of The Port working on finding the right buyer vs. an entity simply seeking a quick sale.

Both The Port and the Village are in agreement that the right use of the property is single-user, as the goal is to secure long-term, significant revenues, similar to when Gibson Greetings was there. Ms. Johnson said The Port and the Village Manager are working together diligently to address the challenges. She gave the example of a

recent prospect which was deterred by the Reading Road Corridor, and said she and the Village Manager are both part of a working group that meets monthly to identify improvement opportunities for the Reading Road Corridor.

Mayor Muething stated another meeting had been held with the JCC to further discuss feedback from the Open Houses regarding Amberley Green. He said the JCC is still working on plans for Amberley Green, as well as expansion plans for their campus. He said the Village continues to examine the terms of the proposal, and plans are to hold another Council Work Session in the next month or six weeks.

Ms. Kamine asked if there had been specific interest in the 2100 Section Road property, as she had residents inquiring. Mayor Muething stated there had been, and that presentation documents provided by Ms. Johnson would be available on the website under Forms & Documents.

Mr. Warren also reminded Council of a new broker for the property as of three months ago, which he understood to be more aggressive.

HEALTH, EDUCATION & WELFARE COMMITTEE

Ms. Wolf reported that the Committee had met on October 7 to discuss the Village Deer Management Program. She said residents had questioned whether the Village had a policy, and recognized the issue as highly sensitive in our community.

She said experts determine the maximum population Amberley Village can support. Deer counts are done by aerial heat surveillance every three years for the most accurate deer count. Culling needs are determined based on the difference between the maximum population that can be supported vs. the aerial surveillance count. Ms. Wolf said bow sharpshooting was adopted by the Amberley Village Police Department, which has proven very successful. She said Lt. Blum had reported 47 deer were culled last season, mostly by bow sharpshooting with permission of homeowners.

Ms. Wolf said an aerial count will take place this year and the culling program will continue. Mayor Muething added the Village had received multiple thank you's from local food banks for the donations of venison which resulted from the culling.

Mr. Warren commented that last year there were very few deer spotted at Amberley Green. Ms. Wolf confirmed the population was low on the property last year, so culling wasn't done there.

MANAGER'S REPORT

Mr. Lahrmer reported that the Village had begun leaf collection, which runs through December 27. Advisory signs will be put out as leaves become more concentrated. Brush collection will continue as an attempt to extend the service using Brush Lite, and the Village will try to pick up as much brush as possible as leaf collection allows. When we become inundated with leaves, brush will be difficult to pick up.

Mr. Lahrmer expressed pride in the Maintenance Department for its participation in the annual Snow Plow Rodeo, which is a hands-on training put on by the Public Works Association of Ohio. The event provides an opportunity to test skills and gauge employee performance both in speed and accuracy. Jim Swader of the Amberley Village Maintenance Department came in 5th out of 59 entries. Mr. Lahmer again stated he was proud of the Village employees for taking the initiative to participate in this competition.

Mr. Lahrmer announced a \$9 million investment by the Pepsi Company to allow the Amberley Village site to put product into a prototype. He emphasized this is a substantial investment, and excellent news for the longevity of Pepsi.

On Sunday, October 27, the Amberley Village Police Department will host a Distracted Driving Safety Event. A Distracted Driving Simulator will be on display from 10 – 2 pm. The event is meant to target adults, who are subject to overconfidence in their driving skills, and particularly susceptible to distracted driving. Sign-ups for the event are available on the Amberley Village website. Staff is quite proud of being able to host this event.

Mr. Lahrmer also pointed out the Police Department has been wearing pink badges in recognition of Breast Cancer Awareness Month.

MAYOR'S REPORT

Mayor Muething announced the final Clean the Green will be held Thursday, October 17 at 5:30 p.m. at Amberley Green

In addition, the next Environmental Stewardship Committee will be held on October 28 at 7 p.m. in the Administration Conference Room.

NEW BUSINESS

Ms. Kamine announced there would be a Cincinnati Public Schools Board Candidates Forum on October 28 at 7 p.m. in the Community Room. She stated the event was held two years ago, and offered a great opportunity to have school board candidates in our community. She encouraged all those in attendance to plan to come to the event.

There being no further business, the meeting was adjourned.

Tammy Reasoner, Clerk of Council

Mayor Thomas C. Muething

TO: Village Council

FROM: Scot F. Lahrmer, Village Manager

DATE: October 30, 2019

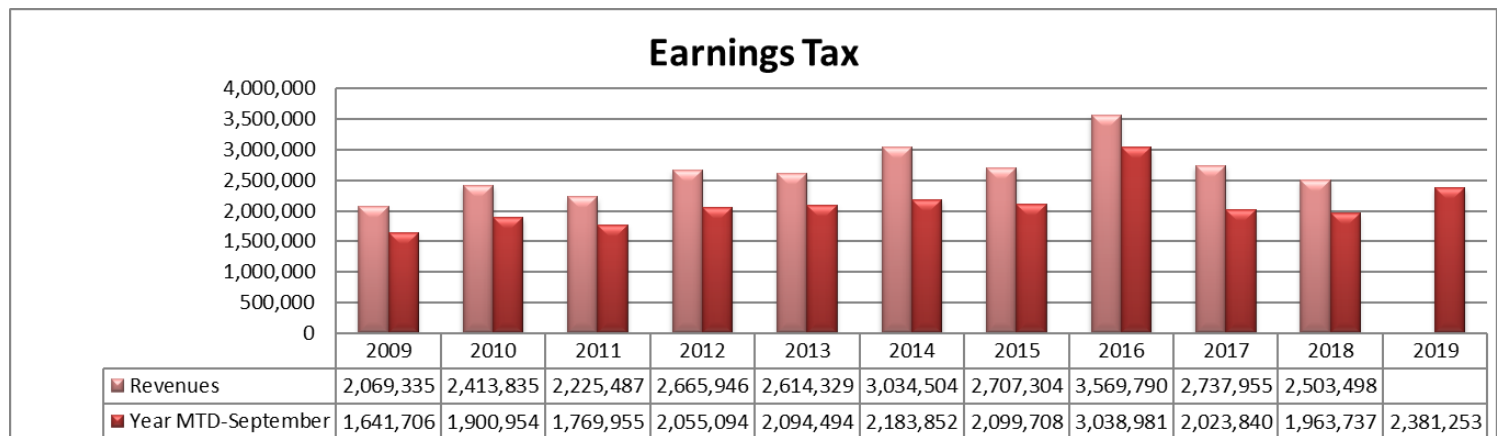
RE: Finance Report for September 2019

The UAN report has been included in your packet. Some of the highlights from the General Fund have been summarized and described below:

General Fund Revenue

Earnings Tax

Earnings Tax collections for the month of September totaled \$266,893. This is up 1.74% from September 2018's collection of \$262,325. The earnings tax collection estimate for 2019 is \$2,750,000. Earnings tax continues to be the Village's primary revenue source. This chart shows how the earnings tax has tracked since 2009 and also reflects the amount collected year to date for each of the last 10 years.

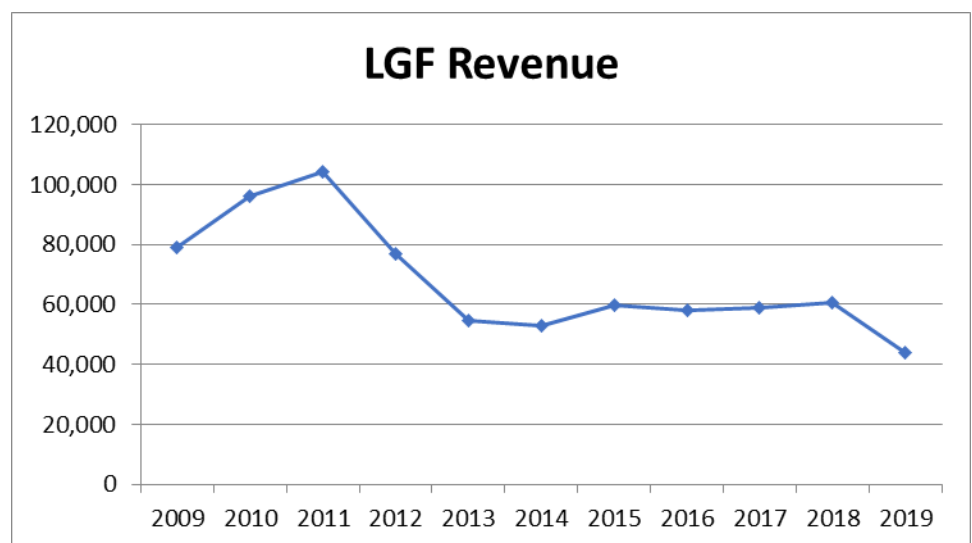


Property Tax

The Village received the second half real estate property tax rollback of \$78,571 in the month of September.

Local Government Fund

The Local Government Fund netted \$5,828 for September. The graph highlights the LGF Revenue for the years 2009-September 2019. The projection for 2019 is \$61,552.



General Fund Summary

Revenue for the month of September totaled \$399,812.

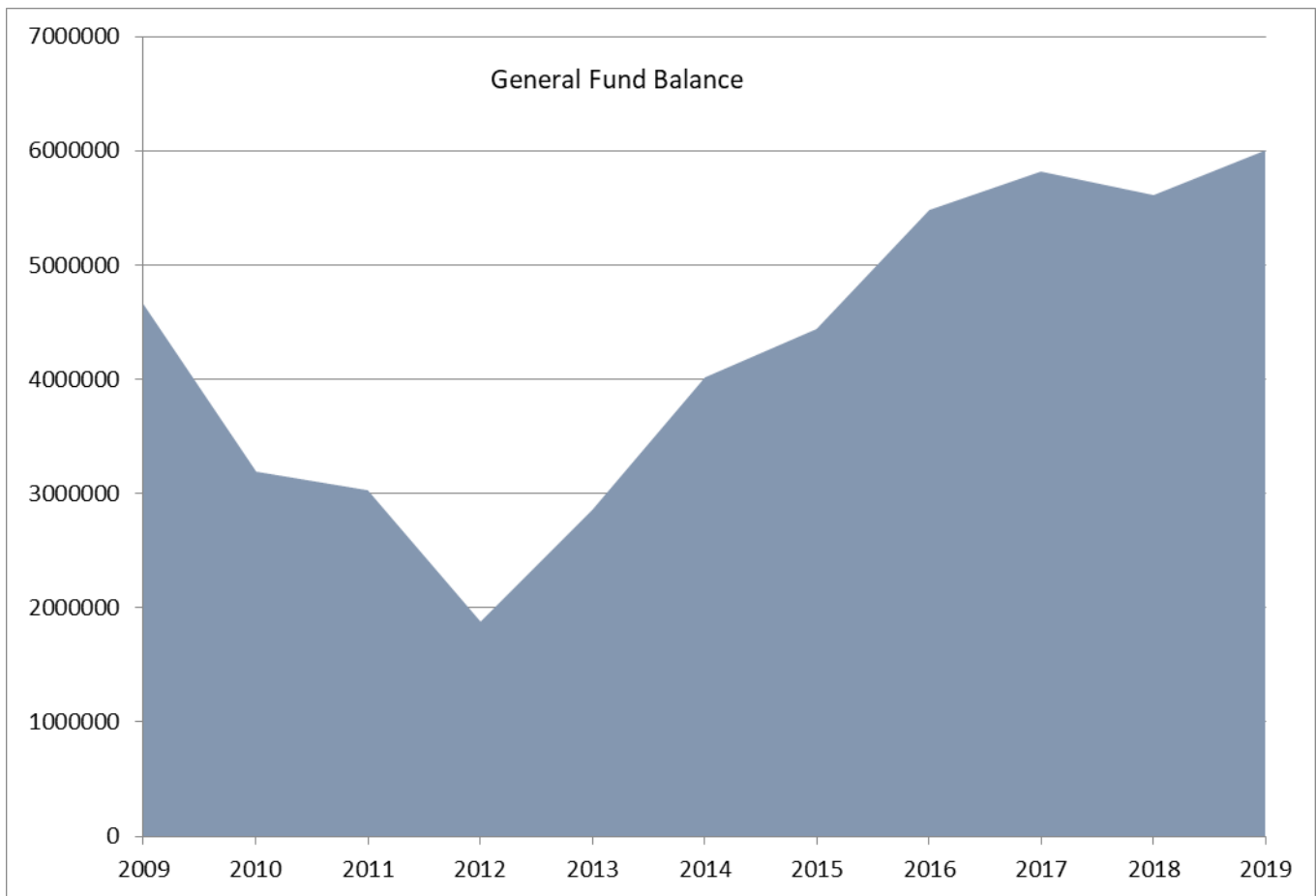
2019 Earnings Tax Estimate:	\$2,750,000	
Earnings Tax Collected (as of 9/30/19)	\$2,381,254	86.59% collected

2019 Revenue Estimate:	\$4,931,290	
Revenue Collected (as of 9/30/19)	\$4,337,637	87.96% collected

Expenses for September totaled:	\$ 442,661
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2019 Budget:	\$5,281,290	
Expenditures (as of 9/30/19)	\$3,590,570	67.37% spent

The unencumbered General Fund balance as of the end of September is \$6,007,790.



If you have any questions, please let me know.

Fund Summary

UAN v2019.2

September 2019

Fund #	Fund Name	Starting Fund Balance	Month To Date Revenue	Year To Date Revenue	Month To Date Expenditures	Year To Date Expenditures	Ending Fund Balance	Current Reserve for Encumbrance	Unencumbered Fund Balance
1000	General	\$6,451,186.91	\$399,812.44	\$4,337,637.58	\$442,661.14	\$3,590,570.00	\$6,408,338.21	\$400,547.76	\$6,007,790.45
2011	Street Construction, Maint. and Repair	\$690,159.93	\$121,517.47	\$238,330.82	\$6,909.75	\$105,833.08	\$804,767.65	\$496,603.88	\$308,163.77
2051	Federal Grant	\$1,924.00	\$0.00	\$3,875.00	\$0.00	\$43,791.00	\$1,924.00	\$1,924.00	\$0.00
2091	Law Enforcement Trust	\$38,105.80	\$1,152.00	\$13,647.09	\$4,806.76	\$29,004.32	\$34,451.04	\$4,193.24	\$30,257.80
2101	Permissive Motor Vehicle License Tax	\$85,544.61	\$2,389.66	\$22,993.58	\$0.00	\$0.00	\$87,934.27	\$83,000.00	\$4,934.27
2131	Police Disability and Pension	\$59,340.57	\$3,518.11	\$52,726.01	\$0.00	\$590.83	\$62,858.68	\$0.00	\$62,858.68
2901	MAYOR'S COURT COMPUTER FUND	\$5,444.91	\$780.00	\$5,645.00	\$456.38	\$6,105.85	\$5,768.53	\$2,828.15	\$2,940.38
2902	POLICE LEVY FUND	\$270,547.08	\$87,003.04	\$1,306,039.99	\$240,944.52	\$1,196,247.97	\$116,605.60	\$9,983.22	\$106,622.38
2903	PSAP 911 FUND	\$583.55	\$0.00	\$1,290.22	\$145.16	\$31,651.66	\$438.39	\$438.39	\$0.00
2904	EMPLOYEE SEVERANCE FUND	\$175,177.81	\$40,000.00	\$40,000.00	\$0.00	\$0.00	\$215,177.81	\$0.00	\$215,177.81
2905	WE THRIVE GRANT FUND	\$3,121.71	\$0.00	\$0.00	\$0.00	\$223.71	\$3,121.71	\$776.29	\$2,345.42
2906	NATURE WORKS GRANT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2907	Mercy Tax Increment Equivalent Fund	\$50,024.54	\$64.68	\$61,402.10	\$8,964.48	\$20,277.36	\$41,124.74	\$0.00	\$41,124.74
3101	Bond Retirement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4901	CAPITAL PROJECTS	\$166,759.90	\$0.00	\$200,000.00	\$67,679.00	\$356,391.45	\$99,080.90	\$86,324.00	\$12,756.90
4902	Capital Projects-PUBLIC FACILITIES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4903	Capital Projects-VILLAGE LAND	\$1,204.12	\$0.00	\$0.00	\$0.00	\$0.00	\$1,204.12	\$0.00	\$1,204.12
5901	STORM WATER UTILITY	\$273,499.76	\$16,852.23	\$168,814.23	\$9,122.50	\$267,082.09	\$281,229.49	\$261,209.75	\$20,019.74
9101	Unclaimed Monies	\$15,267.33	\$0.00	\$0.00	\$0.00	\$438.71	\$15,267.33	\$0.00	\$15,267.33
9901	MAYOR'S COURT Agency	\$9,744.52	\$9,722.00	\$88,814.00	\$10,856.00	\$87,226.00	\$8,610.52	\$0.00	\$8,610.52
9902	EMPLOYEES HEALTH INSURANCE Agency	\$0.00	\$4,888.92	\$41,387.24	\$4,888.92	\$41,387.24	\$0.00	\$0.00	\$0.00
9903	VALLEY BAND ESCROW	\$21,045.96	\$0.00	\$0.00	\$0.00	\$1,367.93	\$21,045.96	\$1,632.07	\$19,413.89
9904	Kenwood SWJEDZ Agency	\$53,515.21	\$88,745.95	\$808,019.94	\$62.59	\$833,143.99	\$142,198.57	\$8.30	\$142,190.27
9905	Kenwood SWJEDZ Escrow Agency	\$3,107.28	\$0.00	\$16,662.57	\$1,492.42	\$22,524.09	\$1,614.86	\$0.00	\$1,614.86
9906	Kenwood SWJEDZ Long-Term Maint. Agency	\$7,500.00	\$0.00	\$2,899.00	\$0.00	\$1,250.00	\$7,500.00	\$0.00	\$7,500.00
Report Total:		<u>\$8,382,805.50</u>	<u>\$776,446.50</u>	<u>\$7,410,184.37</u>	<u>\$798,989.62</u>	<u>\$6,635,107.28</u>	<u>\$8,360,262.38</u>	<u>\$1,349,469.05</u>	<u>\$7,010,793.33</u>

Revenue Status
By Fund Then Revenue
As Of 9/30/2019

UAN v2019.2

Fund: 1000 General

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
1000-110-0000	General Property Tax - Real Estate	\$1,032,819.00	\$1,020,719.91	\$12,099.09	98.829%
1000-120-0000	Tangible Personal Property Tax	\$0.00	\$0.00	\$0.00	0.000%
1000-130-0000	Municipal Income Tax	\$2,750,000.00	\$2,381,254.08	\$368,745.92	86.591%
	Property and Other Local Taxes Sub-Total:	\$3,782,819.00	\$3,401,973.99	\$380,845.01	89.932%
1000-211-0000	Local Government Distribution	\$61,552.00	\$48,127.79	\$13,424.21	78.190%
1000-224-0000	Liquor and Beer Permit Fees	\$0.00	\$1,642.90	-\$1,642.90	0.000%
1000-231-0000	Property Tax Allocation	\$161,119.00	\$156,827.70	\$4,291.30	97.337%
1000-290-0000	Other - State Shared Taxes and Permits	\$1,500.00	\$3,620.45	-\$2,120.45	241.363%
1000-290-0011	Other - State Shared Taxes and Permits{JEDZ}	\$127,000.00	\$96,295.87	\$30,704.13	75.824%
	State Shared Taxes and Permits Sub-Total:	\$351,171.00	\$306,514.71	\$44,656.29	87.284%
1000-390-0000	Other - Special Assessments	\$0.00	\$0.00	\$0.00	0.000%
1000-390-0071	Other - Special Assessments{Property Maintenance}	\$0.00	\$1,404.93	-\$1,404.93	0.000%
	Special Assessments Sub-Total:	\$0.00	\$1,404.93	-\$1,404.93	0.000%
1000-411-0000	Federal - Restricted	\$0.00	\$0.00	\$0.00	0.000%
1000-422-0000	State - Restricted	\$0.00	\$0.00	\$0.00	0.000%
1000-422-0015	State - Restricted{HTF COMMANDER}	\$0.00	\$36,851.97	-\$36,851.97	0.000%
1000-422-0021	State - Restricted{OAC 109:2-18-04 TRAINING}	\$0.00	\$0.00	\$0.00	0.000%
1000-422-0022	State - Restricted{FIRE TRAINING}	\$0.00	\$2,900.00	-\$2,900.00	0.000%
1000-422-0041	State - Restricted{K-9}	\$0.00	\$0.00	\$0.00	0.000%
1000-440-0000	Grants or Aid (Non-Federal and Non-State)	\$0.00	\$20,000.00	-\$20,000.00	0.000%
1000-440-0041	Grants or Aid (Non-Federal and Non-State){K-9}	\$0.00	\$0.00	\$0.00	0.000%
1000-490-0000	Other - Intergovernmental	\$10,500.00	\$13,294.53	-\$2,794.53	126.615%
1000-490-0015	Other - Intergovernmental{HTF COMMANDER}	\$120,000.00	\$42,208.98	\$77,791.02	35.174%
1000-490-0017	Other - Intergovernmental{HC REA DISTRIBUTION}	\$0.00	\$0.00	\$0.00	0.000%
	Intergovernmental Sub-Total:	\$130,500.00	\$115,255.48	\$15,244.52	88.318%
1000-512-0000	Contracts for Police Protection	\$7,500.00	\$7,181.16	\$318.84	95.749%
1000-514-0000	Garbage and Trash	\$226,000.00	\$178,752.19	\$47,247.81	79.094%

Revenue Status
By Fund Then Revenue
As Of 9/30/2019

UAN v2019.2

Fund: 1000 General

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
1000-523-0000	Recreation Entry Fees	\$3,500.00	\$2,960.00	\$540.00	84.571%
1000-529-0000	Other - Cultural and Recreational Programs	\$1,800.00	\$750.00	\$1,050.00	41.667%
1000-541-0000	Consumer Rent	\$90,000.00	\$67,844.34	\$22,155.66	75.383%
1000-541-0025	Consumer Rent{Mercy Land Lease}	\$12,000.00	\$9,375.00	\$2,625.00	78.125%
1000-541-0035	Consumer Rent{COMMUNITY ROOM}	\$0.00	\$725.00	-\$725.00	0.000%
1000-590-0000	Other - Charges for Services	\$2,000.00	\$1,495.21	\$504.79	74.761%
Charges for Services Sub-Total:		\$342,800.00	\$269,082.90	\$73,717.10	78.496%
1000-612-0000	Court Fines	\$75,000.00	\$54,432.90	\$20,567.10	72.577%
1000-612-0051	Court Fines{MAYOR'S COURT CREDIT CARD FEES}	\$0.00	\$624.00	-\$624.00	0.000%
1000-619-0000	Other - Fines and Forfeitures	\$0.00	\$0.00	\$0.00	0.000%
1000-624-0000	Street Opening	\$0.00	\$0.00	\$0.00	0.000%
1000-625-0000	Cable Franchise Fees	\$56,000.00	\$44,480.63	\$11,519.37	79.430%
1000-629-0000	Other - Licenses and Permits	\$56,000.00	\$27,565.00	\$28,435.00	49.223%
1000-629-0027	Other - Licenses and Permits{CELLULAR UNITS-ALARMS}	\$6,000.00	\$1,442.00	\$4,558.00	24.033%
1000-690-0000	Other - Fines, Licenses and Permits	\$0.00	\$0.00	\$0.00	0.000%
Fines, Licenses and Permits Sub-Total:		\$193,000.00	\$128,544.53	\$64,455.47	66.603%
1000-701-0000	Interest	\$120,000.00	\$94,983.34	\$25,016.66	79.153%
Earnings on Investments Sub-Total:		\$120,000.00	\$94,983.34	\$25,016.66	79.153%
1000-820-0000	Contributions and Donations	\$0.00	\$100.00	-\$100.00	0.000%
1000-820-0023	Contributions and Donations{HC DIVE TEAM}	\$0.00	\$0.00	\$0.00	0.000%
1000-820-0030	Contributions and Donations{ICE CREAM SOCIAL}	\$8,000.00	\$7,200.00	\$800.00	90.000%
1000-820-0041	Contributions and Donations{K-9}	\$0.00	\$100.00	-\$100.00	0.000%
1000-892-0000	Other - Miscellaneous Non-Operating	\$3,000.00	\$8,977.70	-\$5,977.70	299.257%
Miscellaneous Sub-Total:		\$11,000.00	\$16,377.70	-\$5,377.70	148.888%
1000-931-0000	Transfers - In	\$0.00	\$0.00	\$0.00	0.000%
1000-961-0000	Sale of Fixed Assets	\$0.00	\$3,500.00	-\$3,500.00	0.000%
1000-981-0000	Special Items	\$0.00	\$0.00	\$0.00	0.000%

Revenue Status

UAN v2019.2

By Fund Then Revenue

As Of 9/30/2019

Fund: 1000 General

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
1000-982-0000	Extraordinary Items	\$0.00	\$0.00	\$0.00	0.000%
1000-999-0000	Other - Other Financing Sources	\$0.00	\$0.00	\$0.00	0.000%
	Other Financing Sources Sub-Total:	\$0.00	\$3,500.00	-\$3,500.00	0.000%
	Fund 1000 Sub-Total:	\$4,931,290.00	\$4,337,637.58	\$593,652.42	87.962%
	Report Total:	\$4,931,290.00	\$4,337,637.58	\$593,652.42	87.962%

AMBERLEY VILLAGE, HAMILTON COUNTY
Appropriation Summary
September 2019

10/24/2019 12:49:56 PM
UAN v2019.2

	Reserved for Encumbrance 12/31 Less Adjustment	Final Appropriation	Total Appropriations	Month To Date Expenditures	Year to Date Expenditures	Current Reserve for Encumbrance	Unencumbered Balance	YTD % Expenditures
1000 - General								
Security of Persons and Property								
Police Enforcement								
Personal Services	\$0.00	\$1,129,528.00	\$1,129,528.00	\$9,407.12	\$598,419.23	\$467.25	\$530,641.52	52.980%
Employee Fringe Benefits	\$0.00	\$398,445.00	\$398,445.00	\$4,638.33	\$338,422.24	\$5,368.57	\$54,654.19	84.936%
Contractual Services	\$277.51	\$182,670.00	\$182,947.51	\$9,865.23	\$109,524.35	\$28,727.30	\$44,695.86	59.867%
Supplies and Materials	\$740.91	\$101,365.30	\$102,106.21	\$18,906.39	\$85,765.75	\$13,501.27	\$2,839.19	83.997%
Capital Outlay	\$0.00	\$49,134.70	\$49,134.70	\$0.00	\$49,134.70	\$0.00	\$0.00	100.000%
Total Police Enforcement	\$1,018.42	\$1,861,143.00	\$1,862,161.42	\$42,817.07	\$1,181,266.27	\$48,064.39	\$632,830.76	
Fire Fighting, Prevention and Inspection								
Personal Services	\$0.00	\$200,430.00	\$200,430.00	\$17,866.64	\$132,375.10	\$439.18	\$67,615.72	66.046%
Employee Fringe Benefits	\$0.00	\$43,099.00	\$43,099.00	\$5,669.38	\$27,801.50	\$0.00	\$15,297.50	64.506%
Contractual Services	\$893.97	\$49,000.00	\$49,893.97	\$1,974.81	\$35,468.52	\$7,755.72	\$6,669.73	71.088%
Supplies and Materials	\$2,861.45	\$40,000.00	\$42,861.45	\$10,023.05	\$33,351.07	\$8,909.76	\$600.62	77.811%
Capital Outlay	\$2,576.06	\$7,600.00	\$10,176.06	\$0.00	\$8,526.31	\$0.00	\$1,649.75	83.788%
Total Fire Fighting, Prevention and Inspection	\$6,331.48	\$340,129.00	\$346,460.48	\$35,533.88	\$237,522.50	\$17,104.66	\$91,833.32	
Total Security of Persons and Property	\$7,349.90	\$2,201,272.00	\$2,208,621.90	\$78,350.95	\$1,418,788.77	\$65,169.05	\$724,664.08	
Public Health Services								
Payment to County Health District								
Contractual Services	\$0.00	\$11,668.00	\$11,668.00	\$0.00	\$11,667.90	\$0.00	\$0.10	99.999%
Total Payment to County Health District	\$0.00	\$11,668.00	\$11,668.00	\$0.00	\$11,667.90	\$0.00	\$0.10	
Other Public Health Services								
Contractual Services	\$0.00	\$153,000.00	\$153,000.00	\$38,250.00	\$114,750.00	\$38,250.00	\$0.00	75.000%
Total Other Public Health Services	\$0.00	\$153,000.00	\$153,000.00	\$38,250.00	\$114,750.00	\$38,250.00	\$0.00	
Total Public Health Services	\$0.00	\$164,668.00	\$164,668.00	\$38,250.00	\$126,417.90	\$38,250.00	\$0.10	
Leisure Time Activities								
Other Leisure Time Activities								
Contractual Services	\$0.00	\$2,550.00	\$2,550.00	\$250.00	\$1,265.18	\$1,250.00	\$34.82	49.615%
Total Other Leisure Time Activities	\$0.00	\$2,550.00	\$2,550.00	\$250.00	\$1,265.18	\$1,250.00	\$34.82	
Total Leisure Time Activities	\$0.00	\$2,550.00	\$2,550.00	\$250.00	\$1,265.18	\$1,250.00	\$34.82	
Basic Utility Services								
Waste Collection - Refuse Collection and Disp								
Contractual Services	\$10,000.00	\$225,960.00	\$235,960.00	\$19,171.36	\$171,649.92	\$64,310.08	\$0.00	72.745%
Total Waste Collection - Refuse Collection and Disp	\$10,000.00	\$225,960.00	\$235,960.00	\$19,171.36	\$171,649.92	\$64,310.08	\$0.00	
Total Basic Utility Services	\$10,000.00	\$225,960.00	\$235,960.00	\$19,171.36	\$171,649.92	\$64,310.08	\$0.00	
Transportation								
Other Transportation								
Personal Services	\$0.00	\$420,049.00	\$420,049.00	\$37,134.14	\$319,370.68	\$1,658.94	\$99,019.38	76.032%
Employee Fringe Benefits	\$0.00	\$172,005.00	\$172,005.00	\$14,792.77	\$124,088.97	\$1,564.19	\$46,351.84	72.143%
Contractual Services	\$0.00	\$102,101.00	\$102,101.00	\$9,480.56	\$50,557.42	\$30,664.96	\$20,878.62	49.517%
Supplies and Materials	\$3,327.58	\$233,460.00	\$236,787.58	\$11,999.34	\$172,659.74	\$38,188.46	\$25,939.38	72.918%
Capital Outlay	\$0.00	\$9,800.00	\$9,800.00	\$0.00	\$2,201.25	\$2,949.56	\$4,649.19	22.462%
Total Other Transportation	\$3,327.58	\$937,415.00	\$940,742.58	\$73,406.81	\$668,878.06	\$75,026.11	\$196,838.41	

Report reflects selected information.

Page 1 of 8

AMBERLEY VILLAGE, HAMILTON COUNTY
Appropriation Summary
September 2019

10/24/2019 12:49:56 PM

UAN v2019.2

	Reserved for Encumbrance 12/31 Less Adjustment	Final Appropriation	Total Appropriations	Month To Date Expenditures	Year to Date Expenditures	Current Reserve for Encumbrance	Unencumbered Balance	YTD % Expenditures
Total Transportation	\$3,327.58	\$937,415.00	\$940,742.58	\$73,406.81	\$668,878.06	\$75,026.11	\$196,838.41	
General Government								
Mayor and Administrative Offices								
Personal Services	\$0.00	\$355,041.00	\$355,041.00	\$28,773.71	\$244,490.80	\$1,587.20	\$108,963.00	68.863%
Employee Fringe Benefits	\$0.00	\$102,383.00	\$102,383.00	\$8,707.29	\$73,816.28	\$523.15	\$28,043.57	72.098%
Contractual Services	\$14,000.00	\$93,036.00	\$107,036.00	\$5,482.62	\$58,683.05	\$30,610.76	\$17,742.19	54.826%
Supplies and Materials	\$0.00	\$5,300.00	\$5,300.00	\$0.00	\$3,782.02	\$586.21	\$931.77	71.359%
Total Mayor and Administrative Offices	\$14,000.00	\$555,760.00	\$569,760.00	\$42,963.62	\$380,772.15	\$33,307.32	\$155,680.53	
Legislative Activities								
Personal Services	\$0.00	\$10,800.00	\$10,800.00	\$885.00	\$7,755.00	\$45.00	\$3,000.00	71.806%
Employee Fringe Benefits	\$0.00	\$1,985.00	\$1,985.00	\$100.13	\$853.62	\$0.00	\$1,131.38	43.004%
Contractual Services	\$6,505.80	\$61,650.00	\$68,155.80	\$2,530.75	\$36,949.12	\$13,608.68	\$17,598.00	54.213%
Supplies and Materials	\$0.00	\$10,800.00	\$10,800.00	\$3,679.63	\$10,795.42	\$4.58	\$0.00	99.958%
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Total Legislative Activities	\$6,505.80	\$85,235.00	\$91,740.80	\$7,195.51	\$56,353.16	\$13,658.26	\$21,729.38	
Mayor's Court								
Contractual Services	\$1,650.00	\$26,250.00	\$27,900.00	\$1,070.00	\$15,632.50	\$6,017.50	\$6,250.00	56.030%
Supplies and Materials	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Total Mayor's Court	\$1,650.00	\$26,250.00	\$27,900.00	\$1,070.00	\$15,632.50	\$6,017.50	\$6,250.00	
Clerk - Treasurer								
Personal Services	\$0.00	\$1,500.00	\$1,500.00	\$130.00	\$1,112.50	\$12.50	\$375.00	74.167%
Employee Fringe Benefits	\$0.00	\$257.00	\$257.00	\$19.31	\$181.29	\$0.00	\$75.71	70.541%
Contractual Services	\$0.00	\$1,350.00	\$1,350.00	\$200.00	\$200.00	\$0.00	\$1,150.00	14.815%
Total Clerk - Treasurer	\$0.00	\$3,107.00	\$3,107.00	\$349.31	\$1,493.79	\$12.50	\$1,600.71	
Lands and Buildings								
Personal Services	\$0.00	\$64,000.00	\$64,000.00	\$2,855.68	\$27,859.78	\$83.26	\$36,056.96	43.531%
Employee Fringe Benefits	\$0.00	\$10,688.00	\$10,688.00	\$540.02	\$5,027.36	\$0.00	\$5,660.64	47.037%
Contractual Services	\$0.00	\$230,409.00	\$230,409.00	\$16,825.14	\$143,640.21	\$49,251.23	\$37,517.56	62.341%
Supplies and Materials	\$0.00	\$135,828.00	\$135,828.00	\$2,509.96	\$63,613.27	\$26,522.63	\$45,692.10	46.834%
Capital Outlay	\$0.00	\$12,200.00	\$12,200.00	\$0.00	\$9,580.85	\$0.00	\$2,619.15	78.532%
Total Lands and Buildings	\$0.00	\$453,125.00	\$453,125.00	\$22,730.80	\$249,721.47	\$75,857.12	\$127,546.41	
Boards and Commissions								
Personal Services	\$0.00	\$800.00	\$800.00	\$69.28	\$593.32	\$6.68	\$200.00	74.165%
Employee Fringe Benefits	\$0.00	\$124.00	\$124.00	\$10.28	\$83.20	\$0.00	\$40.80	67.097%
Total Boards and Commissions	\$0.00	\$924.00	\$924.00	\$79.56	\$676.52	\$6.68	\$240.80	
Solicitor								
Contractual Services	\$5,140.57	\$60,000.00	\$65,140.57	\$2,240.00	\$26,379.53	\$22,761.04	\$16,000.00	40.496%
Total Solicitor	\$5,140.57	\$60,000.00	\$65,140.57	\$2,240.00	\$26,379.53	\$22,761.04	\$16,000.00	
Income Tax Administration								
Personal Services	\$0.00	\$61,784.00	\$61,784.00	\$5,018.91	\$44,225.91	\$231.12	\$17,326.97	71.581%
Employee Fringe Benefits	\$0.00	\$28,430.00	\$28,430.00	\$2,165.29	\$19,770.58	\$235.05	\$8,424.37	69.541%
Contractual Services	\$0.00	\$13,910.00	\$13,910.00	\$381.24	\$7,397.67	\$1,915.54	\$4,596.79	53.182%
Supplies and Materials	\$0.00	\$650.00	\$650.00	\$0.00	\$554.61	\$95.39	\$0.00	85.325%
Total Income Tax Administration	\$0.00	\$104,774.00	\$104,774.00	\$7,565.44	\$71,948.77	\$2,477.10	\$30,348.13	

Report reflects selected information.

Page 2 of 8

AMBERLEY VILLAGE, HAMILTON COUNTY
Appropriation Summary
September 2019

10/24/2019 12:49:56 PM
UAN v2019.2

	Reserved for Encumbrance 12/31 Less Adjustment	Final Appropriation	Total Appropriations	Month To Date Expenditures	Year to Date Expenditures	Current Reserve for Encumbrance	Unencumbered Balance	YTD % Expenditures
Tax Refunds								
Other	\$0.00	\$100,000.00	\$100,000.00	\$9,037.78	\$43,205.70	\$0.00	\$56,794.30	43.206%
Total Tax Refunds	\$0.00	\$100,000.00	\$100,000.00	\$9,037.78	\$43,205.70	\$0.00	\$56,794.30	
Other General Government								
Employee Fringe Benefits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Supplies and Materials	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Other	\$0.00	\$700.00	\$700.00	\$0.00	\$636.56	\$0.00	\$63.44	90.937%
Total Other General Government	\$0.00	\$700.00	\$700.00	\$0.00	\$636.56	\$0.00	\$63.44	
Total General Government	\$27,296.37	\$1,389,875.00	\$1,417,171.37	\$93,232.02	\$846,820.15	\$154,097.52	\$416,253.70	
Other Financing Uses								
Transfers - Out	\$0.00	\$340,000.00	\$340,000.00	\$140,000.00	\$340,000.00	\$0.00	\$0.00	100.000%
Contingencies	\$0.00	\$19,550.00	\$19,550.00	\$0.00	\$16,750.02	\$2,445.00	\$354.98	85.678%
Other - Other Financing Uses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Total Other Financing Uses	\$0.00	\$359,550.00	\$359,550.00	\$140,000.00	\$356,750.02	\$2,445.00	\$354.98	
Total 1000 - General	\$47,973.85	\$5,281,290.00	\$5,329,263.85	\$442,661.14	\$3,590,570.00	\$400,547.76	\$1,338,146.09	
2011 - Street Construction, Maint. and Repair								
Transportation								
Other Transportation								
Contractual Services	\$4,136.87	\$60,000.00	\$64,136.87	\$6,909.75	\$36,196.06	\$7,940.81	\$20,000.00	56.436%
Capital Outlay	\$81,169.03	\$739,960.00	\$821,129.03	\$0.00	\$69,637.02	\$488,663.07	\$262,828.94	8.481%
Total Other Transportation	\$85,305.90	\$799,960.00	\$885,265.90	\$6,909.75	\$105,833.08	\$496,603.88	\$282,828.94	
Total Transportation	\$85,305.90	\$799,960.00	\$885,265.90	\$6,909.75	\$105,833.08	\$496,603.88	\$282,828.94	
Total 2011 - Street Construction, Maint. and Repair	\$85,305.90	\$799,960.00	\$885,265.90	\$6,909.75	\$105,833.08	\$496,603.88	\$282,828.94	
2051 - Federal Grant								
Community Environment								
Other Community Environment								
Other	\$41,840.00	\$3,875.00	\$45,715.00	\$0.00	\$43,791.00	\$1,924.00	\$0.00	95.791%
Total Other Community Environment	\$41,840.00	\$3,875.00	\$45,715.00	\$0.00	\$43,791.00	\$1,924.00	\$0.00	
Total Community Environment	\$41,840.00	\$3,875.00	\$45,715.00	\$0.00	\$43,791.00	\$1,924.00	\$0.00	
Total 2051 - Federal Grant	\$41,840.00	\$3,875.00	\$45,715.00	\$0.00	\$43,791.00	\$1,924.00	\$0.00	
2091 - Law Enforcement Trust								
Security of Persons and Property								
Police Enforcement								
Contractual Services	\$0.00	\$500.00	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0.000%
Other	\$0.00	\$33,300.00	\$33,300.00	\$4,806.76	\$29,004.32	\$4,193.24	\$102.44	87.100%
Total Police Enforcement	\$0.00	\$33,800.00	\$33,800.00	\$4,806.76	\$29,004.32	\$4,193.24	\$602.44	
Total Security of Persons and Property	\$0.00	\$33,800.00	\$33,800.00	\$4,806.76	\$29,004.32	\$4,193.24	\$602.44	
Total 2091 - Law Enforcement Trust	\$0.00	\$33,800.00	\$33,800.00	\$4,806.76	\$29,004.32	\$4,193.24	\$602.44	

Report reflects selected information.

Page 3 of 8

AMBERLEY VILLAGE, HAMILTON COUNTY

10/24/2019 12:49:56 PM

Appropriation Summary

UAN v2019.2

September 2019

	Reserved for Encumbrance 12/31 Less Adjustment	Final Appropriation	Total Appropriations	Month To Date Expenditures	Year to Date Expenditures	Current Reserve for Encumbrance	Unencumbered Balance	YTD % Expenditures
2101 - Permissive Motor Vehicle License Tax								
Transportation								
Other Transportation								
Contractual Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Capital Outlay	\$0.00	\$90,000.00	\$90,000.00	\$0.00	\$0.00	\$83,000.00	\$7,000.00	0.000%
Total Other Transportation	\$0.00	\$90,000.00	\$90,000.00	\$0.00	\$0.00	\$83,000.00	\$7,000.00	
Total Transportation	\$0.00	\$90,000.00	\$90,000.00	\$0.00	\$0.00	\$83,000.00	\$7,000.00	
Total 2101 - Permissive Motor Vehicle License Tax	\$0.00	\$90,000.00	\$90,000.00	\$0.00	\$0.00	\$83,000.00	\$7,000.00	
2131 - Police Disability and Pension								
Security of Persons and Property								
Police Enforcement								
Personal Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Employee Fringe Benefits	\$0.00	\$62,810.00	\$62,810.00	\$0.00	\$0.00	\$0.00	\$62,810.00	0.000%
Total Police Enforcement	\$0.00	\$62,810.00	\$62,810.00	\$0.00	\$0.00	\$0.00	\$62,810.00	
Total Security of Persons and Property	\$0.00	\$62,810.00	\$62,810.00	\$0.00	\$0.00	\$0.00	\$62,810.00	
General Government								
Auditor of State Fees								
Contractual Services	\$0.00	\$650.00	\$650.00	\$0.00	\$590.83	\$0.00	\$59.17	90.897%
Total Auditor of State Fees	\$0.00	\$650.00	\$650.00	\$0.00	\$590.83	\$0.00	\$59.17	
Total General Government	\$0.00	\$650.00	\$650.00	\$0.00	\$590.83	\$0.00	\$59.17	
Total 2131 - Police Disability and Pension	\$0.00	\$63,460.00	\$63,460.00	\$0.00	\$590.83	\$0.00	\$62,869.17	
2901 - MAYOR'S COURT COMPUTER FUND								
Security of Persons and Property								
Police Enforcement								
Contractual Services	\$0.00	\$1,500.00	\$1,500.00	\$121.05	\$796.03	\$703.97	\$0.00	53.069%
Supplies and Materials	\$0.00	\$6,000.00	\$6,000.00	\$180.00	\$3,411.82	\$1,658.18	\$930.00	56.864%
Capital Outlay	\$0.00	\$7,600.00	\$7,600.00	\$155.33	\$1,898.00	\$466.00	\$5,236.00	24.974%
Total Police Enforcement	\$0.00	\$15,100.00	\$15,100.00	\$456.38	\$6,105.85	\$2,828.15	\$6,166.00	
Total Security of Persons and Property	\$0.00	\$15,100.00	\$15,100.00	\$456.38	\$6,105.85	\$2,828.15	\$6,166.00	
Total 2901 - MAYOR'S COURT COMPUTER FUND	\$0.00	\$15,100.00	\$15,100.00	\$456.38	\$6,105.85	\$2,828.15	\$6,166.00	
2902 - POLICE LEVY FUND								
Security of Persons and Property								
Police Enforcement								
Personal Services	\$0.00	\$1,054,435.89	\$1,054,435.89	\$179,574.86	\$994,084.84	\$9,983.22	\$50,367.83	94.276%
Employee Fringe Benefits	\$0.00	\$255,726.05	\$255,726.05	\$61,369.66	\$187,545.07	\$0.00	\$68,180.98	73.338%
Contractual Services	\$0.00	\$14,618.06	\$14,618.06	\$0.00	\$14,618.06	\$0.00	\$0.00	100.000%
Total Police Enforcement	\$0.00	\$1,324,780.00	\$1,324,780.00	\$240,944.52	\$1,196,247.97	\$9,983.22	\$118,548.81	
Total Security of Persons and Property	\$0.00	\$1,324,780.00	\$1,324,780.00	\$240,944.52	\$1,196,247.97	\$9,983.22	\$118,548.81	
Total 2902 - POLICE LEVY FUND	\$0.00	\$1,324,780.00	\$1,324,780.00	\$240,944.52	\$1,196,247.97	\$9,983.22	\$118,548.81	

Report reflects selected information.

Page 4 of 8

AMBERLEY VILLAGE, HAMILTON COUNTY
Appropriation Summary
September 2019

10/24/2019 12:49:56 PM

UAN v2019.2

	Reserved for Encumbrance 12/31 Less Adjustment	Final Appropriation	Total Appropriations	Month To Date Expenditures	Year to Date Expenditures	Current Reserve for Encumbrance	Unencumbered Balance	YTD % Expenditures
2903 - PSAP 911 FUND								
Security of Persons and Property								
Police Enforcement								
Contractual Services	\$0.00	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00	\$0.00	\$0.00	100.000%
Capital Outlay	\$9,739.00	\$20,351.05	\$30,090.05	\$145.16	\$29,651.66	\$438.39	\$0.00	98.543%
Total Police Enforcement	\$9,739.00	\$22,351.05	\$32,090.05	\$145.16	\$31,651.66	\$438.39	\$0.00	
Total Security of Persons and Property	\$9,739.00	\$22,351.05	\$32,090.05	\$145.16	\$31,651.66	\$438.39	\$0.00	
Total 2903 - PSAP 911 FUND	\$9,739.00	\$22,351.05	\$32,090.05	\$145.16	\$31,651.66	\$438.39	\$0.00	
2904 - EMPLOYEE SEVERANCE FUND								
Security of Persons and Property								
Police Enforcement								
Personal Services	\$0.00	\$212,000.00	\$212,000.00	\$0.00	\$0.00	\$0.00	\$212,000.00	0.000%
Employee Fringe Benefits	\$0.00	\$3,177.00	\$3,177.00	\$0.00	\$0.00	\$0.00	\$3,177.00	0.000%
Total Police Enforcement	\$0.00	\$215,177.00	\$215,177.00	\$0.00	\$0.00	\$0.00	\$215,177.00	
Total Security of Persons and Property	\$0.00	\$215,177.00	\$215,177.00	\$0.00	\$0.00	\$0.00	\$215,177.00	
Transportation								
Other Transportation								
Personal Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Employee Fringe Benefits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Total Other Transportation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total Transportation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Other Financing Uses								
Contingencies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Total Other Financing Uses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total 2904 - EMPLOYEE SEVERANCE FUND	\$0.00	\$215,177.00	\$215,177.00	\$0.00	\$0.00	\$0.00	\$215,177.00	
2905 - WE THRIVE GRANT FUND								
Community Environment								
Other Community Environment								
Other	\$0.00	\$3,345.42	\$3,345.42	\$0.00	\$223.71	\$776.29	\$2,345.42	6.687%
Total Other Community Environment	\$0.00	\$3,345.42	\$3,345.42	\$0.00	\$223.71	\$776.29	\$2,345.42	
Total Community Environment	\$0.00	\$3,345.42	\$3,345.42	\$0.00	\$223.71	\$776.29	\$2,345.42	
Total 2905 - WE THRIVE GRANT FUND	\$0.00	\$3,345.42	\$3,345.42	\$0.00	\$223.71	\$776.29	\$2,345.42	
2906 - NATURE WORKS GRANT								
Leisure Time Activities								
Other Leisure Time Activities								
Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Total Other Leisure Time Activities	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total Leisure Time Activities	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

Report reflects selected information.

Page 5 of 8

AMBERLEY VILLAGE, HAMILTON COUNTY

10/24/2019 12:49:56 PM

Appropriation Summary

UAN v2019.2

September 2019

	Reserved for Encumbrance 12/31 Less Adjustment	Final Appropriation	Total Appropriations	Month To Date Expenditures	Year to Date Expenditures	Current Reserve for Encumbrance	Unencumbered Balance	YTD % Expenditures
Total 2906 - NATURE WORKS GRANT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
2907 - Mercy Tax Increment Equivalent Fund								
General Government								
Other General Government								
Contractual Services	\$0.00	\$800.00	\$800.00	\$0.00	\$299.05	\$0.00	\$500.95	37.381%
Other	\$0.00	\$24,200.00	\$24,200.00	\$8,964.48	\$19,978.31	\$0.00	\$4,221.69	82.555%
Total Other General Government	\$0.00	\$25,000.00	\$25,000.00	\$8,964.48	\$20,277.36	\$0.00	\$4,722.64	
Total General Government	\$0.00	\$25,000.00	\$25,000.00	\$8,964.48	\$20,277.36	\$0.00	\$4,722.64	
Total 2907 - Mercy Tax Increment Equivalent Fund	\$0.00	\$25,000.00	\$25,000.00	\$8,964.48	\$20,277.36	\$0.00	\$4,722.64	
4901 - CAPITAL PROJECTS								
Capital Outlay								
Capital Outlay								
Capital Outlay	\$198,715.45	\$244,000.00	\$442,715.45	\$67,679.00	\$356,391.45	\$86,324.00	\$0.00	80.501%
Total Capital Outlay	\$198,715.45	\$244,000.00	\$442,715.45	\$67,679.00	\$356,391.45	\$86,324.00	\$0.00	
Total Capital Outlay	\$198,715.45	\$244,000.00	\$442,715.45	\$67,679.00	\$356,391.45	\$86,324.00	\$0.00	
Total 4901 - CAPITAL PROJECTS	\$198,715.45	\$244,000.00	\$442,715.45	\$67,679.00	\$356,391.45	\$86,324.00	\$0.00	
4902 - Capital Projects-PUBLIC FACILITIES								
Capital Outlay								
Capital Outlay								
Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Total Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total 4902 - Capital Projects-PUBLIC FACILITIES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
4903 - Capital Projects-VILLAGE LAND								
Capital Outlay								
Capital Outlay								
Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Total Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total 4903 - Capital Projects-VILLAGE LAND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
5901 - STORM WATER UTILITY								
Transportation								
Storm Sewers and Drains								
Personal Services	\$0.00	\$12,980.00	\$12,980.00	\$167.00	\$2,482.54	\$7.90	\$10,489.56	19.126%
Employee Fringe Benefits	\$0.00	\$2,020.00	\$2,020.00	\$66.65	\$373.70	\$0.00	\$1,646.30	18.500%
Contractual Services	\$29,341.91	\$60,000.00	\$89,341.91	\$8,619.04	\$44,440.95	\$3,000.84	\$41,900.12	49.743%
Supplies and Materials	\$0.00	\$3,000.00	\$3,000.00	\$269.81	\$1,855.70	\$1,144.30	\$0.00	61.857%
Capital Outlay	\$295,597.21	\$179,390.00	\$474,987.21	\$0.00	\$217,929.20	\$257,056.71	\$1.30	45.881%

Report reflects selected information.

Page 6 of 8

AMBERLEY VILLAGE, HAMILTON COUNTY
Appropriation Summary
September 2019

10/24/2019 12:49:56 PM
UAN v2019.2

	Reserved for Encumbrance 12/31 Less Adjustment	Final Appropriation	Total Appropriations	Month To Date Expenditures	Year to Date Expenditures	Current Reserve for Encumbrance	Unencumbered Balance	YTD % Expenditures
Total Storm Sewers and Drains	\$324,939.12	\$257,390.00	\$582,329.12	\$9,122.50	\$267,082.09	\$261,209.75	\$54,037.28	
Total Transportation	\$324,939.12	\$257,390.00	\$582,329.12	\$9,122.50	\$267,082.09	\$261,209.75	\$54,037.28	
Total 5901 - STORM WATER UTILITY	\$324,939.12	\$257,390.00	\$582,329.12	\$9,122.50	\$267,082.09	\$261,209.75	\$54,037.28	
9101 - Unclaimed Monies								
General Government								
Tax Refunds								
Other	\$0.00	\$1,000.00	\$1,000.00	\$0.00	\$438.71	\$0.00	\$561.29	43.871%
Total Tax Refunds	\$0.00	\$1,000.00	\$1,000.00	\$0.00	\$438.71	\$0.00	\$561.29	
Total General Government	\$0.00	\$1,000.00	\$1,000.00	\$0.00	\$438.71	\$0.00	\$561.29	
Other Financing Uses								
Contingencies	\$0.00	\$14,706.04	\$14,706.04	\$0.00	\$0.00	\$0.00	\$14,706.04	0.000%
Total Other Financing Uses	\$0.00	\$14,706.04	\$14,706.04	\$0.00	\$0.00	\$0.00	\$14,706.04	
Total 9101 - Unclaimed Monies	\$0.00	\$15,706.04	\$15,706.04	\$0.00	\$438.71	\$0.00	\$15,267.33	
9901 - MAYOR'S COURT Agency								
Security of Persons and Property								
Police Enforcement								
Other	\$0.00	\$125,000.00	\$125,000.00	\$10,856.00	\$87,226.00	\$0.00	\$37,774.00	69.781%
Total Police Enforcement	\$0.00	\$125,000.00	\$125,000.00	\$10,856.00	\$87,226.00	\$0.00	\$37,774.00	
Total Security of Persons and Property	\$0.00	\$125,000.00	\$125,000.00	\$10,856.00	\$87,226.00	\$0.00	\$37,774.00	
Other Financing Uses								
Transfers - Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Total Other Financing Uses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total 9901 - MAYOR'S COURT Agency	\$0.00	\$125,000.00	\$125,000.00	\$10,856.00	\$87,226.00	\$0.00	\$37,774.00	
9902 - EMPLOYEES HEALTH INSURANCE Agency								
Other Financing Uses								
Contingencies	\$0.00	\$60,000.00	\$60,000.00	\$4,888.92	\$41,387.24	\$0.00	\$18,612.76	68.979%
Total Other Financing Uses	\$0.00	\$60,000.00	\$60,000.00	\$4,888.92	\$41,387.24	\$0.00	\$18,612.76	
Total 9902 - EMPLOYEES HEALTH INSURANCE Agency	\$0.00	\$60,000.00	\$60,000.00	\$4,888.92	\$41,387.24	\$0.00	\$18,612.76	
9903 - VALLEY BAND ESCROW								
Security of Persons and Property								
Police Enforcement								
Other	\$0.00	\$22,052.42	\$22,052.42	\$0.00	\$1,367.93	\$1,632.07	\$19,052.42	6.203%
Total Police Enforcement	\$0.00	\$22,052.42	\$22,052.42	\$0.00	\$1,367.93	\$1,632.07	\$19,052.42	
Total Security of Persons and Property	\$0.00	\$22,052.42	\$22,052.42	\$0.00	\$1,367.93	\$1,632.07	\$19,052.42	
Other Financing Uses								
Transfers - Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Total Other Financing Uses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

Report reflects selected information.

Page 7 of 8

AMBERLEY VILLAGE, HAMILTON COUNTY
Appropriation Summary
September 2019

10/24/2019 12:49:56 PM
UAN v2019.2

	Reserved for Encumbrance 12/31 Less Adjustment	Final Appropriation	Total Appropriations	Month To Date Expenditures	Year to Date Expenditures	Current Reserve for Encumbrance	Unencumbered Balance	YTD % Expenditures
Total 9903 - VALLEY BAND ESCROW	\$0.00	\$22,052.42	\$22,052.42	\$0.00	\$1,367.93	\$1,632.07	\$19,052.42	
9904 - Kenwood SWJEDZ Agency								
General Government								
Income Tax Administration								
Contractual Services	\$0.00	\$106,700.00	\$106,700.00	\$62.59	\$96,882.57	\$8.30	\$9,809.13	90.799%
Other	\$0.00	\$940,500.00	\$940,500.00	\$0.00	\$716,699.85	\$0.00	\$223,800.15	76.204%
Total Income Tax Administration	\$0.00	\$1,047,200.00	\$1,047,200.00	\$62.59	\$813,582.42	\$8.30	\$233,609.28	
Total General Government	\$0.00	\$1,047,200.00	\$1,047,200.00	\$62.59	\$813,582.42	\$8.30	\$233,609.28	
Other Financing Uses								
Transfers - Out	\$0.00	\$52,800.00	\$52,800.00	\$0.00	\$19,561.57	\$0.00	\$33,238.43	37.048%
Total Other Financing Uses	\$0.00	\$52,800.00	\$52,800.00	\$0.00	\$19,561.57	\$0.00	\$33,238.43	
Total 9904 - Kenwood SWJEDZ Agency	\$0.00	\$1,100,000.00	\$1,100,000.00	\$62.59	\$833,143.99	\$8.30	\$266,847.71	
9905 - Kenwood SWJEDZ Escrow Agency								
General Government								
Tax Refunds								
Other	\$0.00	\$35,000.00	\$35,000.00	\$1,492.42	\$22,524.09	\$0.00	\$12,475.91	64.355%
Total Tax Refunds	\$0.00	\$35,000.00	\$35,000.00	\$1,492.42	\$22,524.09	\$0.00	\$12,475.91	
Total General Government	\$0.00	\$35,000.00	\$35,000.00	\$1,492.42	\$22,524.09	\$0.00	\$12,475.91	
Other Financing Uses								
Transfers - Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Total Other Financing Uses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total 9905 - Kenwood SWJEDZ Escrow Agency	\$0.00	\$35,000.00	\$35,000.00	\$1,492.42	\$22,524.09	\$0.00	\$12,475.91	
9906 - Kenwood SWJEDZ Long-Term Maint. Agency								
General Government								
Boards and Commissions								
Other	\$0.00	\$7,500.00	\$7,500.00	\$0.00	\$1,250.00	\$0.00	\$6,250.00	16.667%
Total Boards and Commissions	\$0.00	\$7,500.00	\$7,500.00	\$0.00	\$1,250.00	\$0.00	\$6,250.00	
Total General Government	\$0.00	\$7,500.00	\$7,500.00	\$0.00	\$1,250.00	\$0.00	\$6,250.00	
Other Financing Uses								
Transfers - Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Total Other Financing Uses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total 9906 - Kenwood SWJEDZ Long-Term Maint. Agency	\$0.00	\$7,500.00	\$7,500.00	\$0.00	\$1,250.00	\$0.00	\$6,250.00	
Report Totals:	\$708,513.32	\$9,744,786.93	\$10,453,300.25	\$798,989.62	\$6,635,107.28	\$1,349,469.05	\$2,468,723.92	

INVESTMENT LISTING

September 30, 2019

<u>TYPE</u>	<u>DESCRIPTION</u>	<u>CURRENT VALUE</u>	<u>INTERST</u> <u>RATE</u>	<u>YEAR TO DATE</u> <u>INTEREST</u>	<u>TOTAL</u> <u>INTEREST</u>	<u>PURCHASE</u> <u>DATE</u>	<u>MATURITY</u> <u>DATE</u>
CD	FIRST COMMERCE BANK	\$ 250,000.00	2.00%	\$ 4,164.40		2/7/2018	11/7/2019
	BANK OF HOPE	\$ 250,000.00	1.95%	\$ -		9/18/2019	11/18/2019
CD	STURGIS BANK & TRUST	\$ 250,000.00	1.75%	\$ 3,643.87		11/9/2017	1/9/2020
CD	WELLS FARGO	\$ 250,000.00	2.40%	\$ 4,504.11		2/28/2018	2/28/2020
CD	CITIBANK	\$ 250,000.00	2.50%	\$ 6,250.00		3/29/2018	3/30/2020
CD	SYNCHRONY BANK	\$ 250,000.00	2.40%	\$ 6,000.00		4/6/2018	4/6/2020
AGENCY	FFCB5820	\$ 250,000.00	2.15%	\$ 2,687.50		4/4/2018	5/8/2020
CD	STIFEL BANK & TRUST	\$ 250,000.00	2.70%	\$ 5,048.63		5/31/2018	5/29/2020
CD	PINNACLE BANK	\$ 250,000.00	2.75%	\$ 5,726.01		6/15/2018	6/15/2020
CD	STEARNS BANK	\$ 250,000.00	2.75%	\$ 5,726.01		7/6/2018	7/6/2020
CD	FNB OF ALBANY	\$ 250,000.00	2.70%	\$ 5,067.12		7/30/2018	7/30/2020
CD	MAPLE BANK	\$ 250,000.00	2.35%	\$ 2,462.67		5/15/2019	8/14/2020
CD	SOUTHERN STATES BANK	\$ 250,000.00	2.80%	\$ 5,254.79		6/27/2018	9/28/2020
CD	HORIZON BANK	\$ 250,000.00	2.60%	\$ 4,879.44		4/30/2018	10/30/2020
CD	LIVE OAK BANKING CO	\$ 250,000.00	2.75%	\$ 5,726.01		8/15/2018	11/16/2020
CD	FLAGSTAR BANK	\$ 250,000.00	2.00%	\$ -		7/17/2019	1/19/2021
CD	GREAT NORTH BANK	\$ 250,000.00	2.80%	\$ 5,830.13		8/31/2018	2/26/2021
CD	EAGLEBANK	\$ 250,000.00	2.60%	\$ 3,810.95		3/15/2019	3/15/2021
CD	SYNOVUS BANK	\$ 250,000.00	2.40%	\$ 3,008.22		4/17/2019	4/16/2021
CD	FIRST FEDERAL SAVINGS BANK	\$ 250,000.00	2.40%	\$ 2,515.07		4/29/2019	5/28/2021
CD	TIAA FSB HOLDINGS INC	\$ 250,000.00	2.75%	\$ 3,409.25		1/18/2019	7/19/2021
CD	UBS BANK	\$ 250,000.00	3.15%	\$ 5,911.66		10/30/2018	10/28/2021
CD	MORGAN STANLEY PRIVATE BANK	\$ 250,000.00	3.25%	\$ 4,029.11		11/29/2018	11/29/2021
CD	MORTON COMMUNITY BANK	\$ 250,000.00	2.70%	\$ 3,957.53		3/15/2019	3/21/2022
CD	ALLY BANK	\$ 250,000.00	2.25%	\$ -		6/27/2019	6/27/2022
CD	CIT BANK	\$ 250,000.00	1.95%	\$ -		8/23/2019	8/23/2022
				\$ 99,612.48	ACTIVE		
				\$ 22,672.62	MATURED		
TOTAL		\$ 6,500,000.00		\$ 122,285.10			

To: Amberley Village Council

From: Residents of South Farmcrest Drive, Amberley Village, Ohio

Re: * Traffic concerns on South Farmcrest Drive

Dear Amberley Village Council:

We, the residents of South Farmcrest Drive, Amberley Village, present our concerns to the Amberley Village Council regarding dangerous traffic on our street. South Farmcrest Drive is located one block south of the Section Road and Ridge Road intersection, and continues roughly .4 of a mile east to Kincaid Road. As residents of South Farmcrest, we have grown accustomed to our street being used as a cut through for traffic avoiding the Ridge Road and Montgomery Road intersection. Unfortunately, we have also become accustomed to drivers traveling on South Farmcrest at dangerously high speeds.

This is causing us great concern. The residential demographics on South Farmcrest have changed over the last several years. Currently, twenty children, grade-school age and younger, are living on this short stretch of road. These children are often playing in their front yard, not far from speeding traffic; and riding bikes on the street, which has a blind turn at the top of the hill.

Because of this combination of heavy traffic traveling at high speeds, and the high concentration of young children playing nearby, we ask the Amberley Village Council to take action. For example, as one potential option, speed bumps have been established on Kincaid Road, which is part of the same Ridge-to-Montgomery-Road cut through. In fact, many streets in Pleasant Ridge have speed bumps to address heavy traffic patterns in residential sections of the neighborhood.

Please consider our concerns, and thank you for your thoughtful consideration.

Respectfully,

Residents of South Farmcrest Drive

3121 S. Farmcrest Dr.

Matthew + Andrea Singer

3158 S. Farmcrest Drive

Maween + Aaron Dietz

3109 N. Farmcrest Dr.

KMA

Van Neff

3109 N. FARMCREST DR.

Charles + Courtney Yang

3134 S. FARMCREST

Darlin Schenk + Jill Korach

3144 S. Farmcrest Judith

DiSch

Aimee Leonard
3163 S. Farmcrest Dr

Jon Doench
3185 S. Farmcrest Dr.

Barb Riley
3171 South Farmcrest

Dan Bour

Bill Duff 3171 S. Farmcrest Dr

Elise Siler 6744
Hudson Plany

[Signature] 6744
Hudson Plany

Matthew Poff 3129 S.
Farmcrest

Joshua D. Kerkel 3126 S.
Farmcrest

[Signature] 3177 S Farmcrest
Elizabeth Felsche

[Signature] 3116 So Farmcrest

Laura Cary

[Signature] 3116 S. FARMCREST

Steve Watkins
3809 S. Farmcrest

TO: Village Council
FROM: Scot F. Lahrmer, Village Manager
DATE: November 6, 2019
RE: Appropriation changes in various Funds

ITEM: Ordinance 2019-10, Amending and Reallocating Appropriations

ACTION REQUESTED: By motion, approve **Ordinance 2019-10**, amending and reallocating appropriations in the General Fund and the Storm Water Utility Fund and reducing appropriations in the Police Disability and Pension Fund and the Police Levy Fund.

PURPOSE: Each year, appropriations in all Village Funds are set with the passage of the Budget Ordinance in December. Based on the planned 2019 Storm Water Program and the storm water costs associated with the 2019 Roads Program, the Village appropriated \$257,390 in the Storm Water Utility Fund, leaving \$27,168 unappropriated. Unfortunately several in-the-field changes occurred that changed the costs staff had projected. The Storm Water Program and the storm water portion of the Roads Program both exceeded projected costs. There was also additional storm water work that was necessary to complete this year that was not included in the Storm Water Program. Lastly, there were several small change orders in the 2018 Storm Water Program that had not been accounted for since the program didn't get started until 2019. All of these modifications make it necessary to appropriate the remaining balance in the Storm Water Utility Fund and request that an additional \$40,000 be appropriated from the General Fund and transferred into the Storm Water Utility Fund to be appropriated in order to meet our obligations for the year.

In addition to these additional appropriations, it is necessary to reallocate \$10,640 in the Storm Water Utility Fund from the Personal Services and Employee Fringe Benefits object groups to the Capital object group to meet obligations. These budgeted funds are allocated specifically within the Storm Water Fund for small storm water jobs performed by Village employees. Since this amount is not needed for that purpose this year, staff is requesting to reallocate the personal services storm water funds to the capital storm water funds.

Finally, in the past the Village has budgeted revenue from Real Estate tax collections at the 97% rate projected by the Hamilton County Auditor's office. For 2019 the Village used a 99% rate. Revenue in the Police Disability and Pension Fund and the Police Levy Fund did not meet those projections. Since this is the only source of revenue in these funds, and the entire anticipated amount was appropriated, it is necessary to reduce appropriations in both funds. The Police Disability and Pension Fund needs appropriations to be reduced \$735 and the Police Levy Fund by \$12,645.

At the October 29 Finance Committee meeting, the Committee recommended the additional appropriations, the reallocation of appropriations and the reduction in appropriations of the funds listed.

If you have any questions, let me know.

PASSED:
BY:

ORDINANCE NO. 2019-10

AMENDING AND REALLOCATING APPROPRIATIONS FOR THE FISCAL
YEAR 2019

WHEREAS, it being necessary to appropriate and transfer certain Village funds so that sufficient monies will be available for obligations to be met in the Storm Water Utility Fund (#5901), and,

WHEREAS, it being necessary to amend appropriations so that sufficient monies will be available for obligations to be met in the Storm Water Utility Fund (#5901), and,

WHEREAS, it being necessary to reallocate funds within the Storm Water Utility Fund (#5901) from wages and benefits to cover capital expenditures, and,

WHEREAS, it being necessary to amend appropriations in certain funds to be in line with revenues received, and,

WHEREAS, the Village has previously budgeted funds for expenditures for the fiscal year 2019, and,

NOW, THEREFORE, BE IT ORDAINED BY THE Council of Amberley Village, State of Ohio, five (5) members elected thereto concurring:

SECTION 1: That the amended appropriations as follows are hereby made for fiscal year 2019 to have sufficient funds to meet obligations in the Storm Water Utility Fund.

To appropriate additional funds in 2 funds:

General Fund (#1000) \$40,000

Transfer to (#5901) Storm Water Fund \$40,000

SECTION 2: That appropriations in the (#5901) Storm Water Utility Fund be increased by an additional \$27,168 for obligations to be met.

SECTION 3: That funds (\$10,640) within the Storm Water Utility Fund (#5901) may be reallocated from the Personal Services and Employee Fringe Benefits object groups to the Capital object group for obligations to be met.

SECTION 4: That the appropriations in the following funds be reduced for the purpose of matching appropriations to received revenue:

Police Disability and Pension Fund #2131 be reduced \$735

Police Levy Fund #2902 be reduced \$12,645

SECTION 5: That in accordance with Village Charter Article IX, Section 1, and Article X, Section 4, this ordinance may be passed upon a single reading and shall become effective forthwith on its adoption.

Passed this _____ day of _____, 2019.

Mayor Thomas C. Muething

Attest:

Tammy Reasoner, Clerk of Council

Ordinance Vote:

Moved: _____ Seconded: _____

Muething	_____
Wolf	_____
Bardach	_____
Conway	_____
Hattenbach	_____
Kamine	_____
Warren	_____

I, Clerk of Council of Amberley Village, Ohio, certify that on the _____ day of _____, 2019, the foregoing Ordinance was published pursuant to Article IX of the Home Rule Charter by posting true copies of said Ordinance at all of the places of public notice as designed by Sec. 31.40(B), Code of Ordinances.

Tammy Reasoner, Clerk of Council

TO: Village Council
FROM: Scot F. Lahrmer, Village Manager
DATE: November 8, 2019
RE: Sale of a 2+ acre portion of property at the North Site

ITEM: Ordinance 2019-11, Authorizing and Directing the Village Manager to Negotiate and Execute a Contract for Sale of Property at the North Site and Declaring an Emergency

ACTION REQUESTED: By motion, approve **Ordinance 2019-11**, authorizing a contract for sale of real property located at the North Site property.

PURPOSE:

To attract investment, job creation and encourage additional development on Village owned property.

In February 2015, Village Council authorized listing the residual North Site property (not currently being used by the Village Maintenance Department) with Jones Lang LaSalle (JLL), a commercial real estate service firm. Rusty Myers and Mark Volkman, both from Jones Lang LaSalle, have marketed the property and vetted various inquiries. One of JLL's leads resulted in the Village Council taking action in December 2016, authorizing ground lease agreement with Schuermann Properties for the construction and operation of Mercy Health. Mercy Health subleased the building and occupies the 15,000 square foot medical office building.

In November 2018, Jones Lang LaSalle introduced the Village to Lewis Animal Hospital, a potential user that wanted a site for their facility and met our criteria as being low traffic impact with an \$800,000 payroll. Lewis Animal Hospital is currently located on Galbraith Road, adjacent to I-75 in Arlington Heights. They need to relocate due to a future expansion of I-75 and have been attracted to Amberley Village. They want to construct an 11,000 square foot facility on about 2 acres immediately to the west of Mercy Health.

Initially the ground lease concept similar to Mercy Health was pitched to Lewis Animal Hospital however, they wanted to own their land. The hesitation was whether the Village could deliver on a separately platted lot since it didn't have frontage on a public street. After working with staff, our Village Engineer and the County Engineer, have concluded the Village ZBA could approve a variance to our subdivision regulations where this requirement exists. If the Village approved this subdivision of land, Hamilton County would accept it. The prospect was interested in ownership so the focus shifted to selling a parcel for their development.

The next step to encourage development on our land was to negotiate a purchase price, then enter into a contract to sell the land to the end user. JLL has had our land listed for \$110,000 per acre but could be more depending on the site, user and development costs. As negotiations began regarding the land sale, it was determined the price would be based on who (Village or Lewis Animal Hospital) absorbed various expenses. The Village took it upon itself to have the property surveyed and cut up with the legal description (metes and bounds) prepared at our expense. The Village also absorbed the expense of preparing the purchase contract plus preparation of the deed and recording of easements. The Village wanted to minimize out of pocket expenses since the site needed utilities. From the Village's perspective,

securing a development on the site that would generate a steady stream of earnings tax was paramount.

This 2.2658 site, which sits adjacent to Mercy Health, doesn't have direct access to sanitary sewer. The sewer line that would serve this development would be a 6" line that would run parallel to the one Mercy laid. There is also one additional lot to the west that will need a sewer line as well so discussions centered around Lewis Animal Hospital paying for their own sewer line expense with the Village contemplating what it would cost to upsize their sewer line to serve their own property as well as the 2.2 acre vacant lot to the west. That cost to extend sewer was estimated by the prospect's architect at \$68,000 and our Village Engineer confirmed the cost as well. Going from a 6 to an 8" line sewer line involves more than just an upsize in pipe size and results in \$18,750 for oversizing costs. Since the property needs sewer access and one lot remains, the Village negotiated with Lewis Animal Hospital to extend their own sewer line but the Village would pay for oversizing in the amount of \$18,750 to ensure the remaining lot can be sewer. By inducing the oversizing of the sanitary sewer line, the remaining parcel is more attractive for a future development; the disadvantage to the Village is if the site doesn't develop, the \$18,750 becomes sunken costs.

The second item affecting the property was the natural gas line. It currently has been extended by Mercy to their site and Lewis Animal Hospital can bring it to their site. But if the Village wants it extended for the remaining lot or our garage, the cost is going to be about \$40,000. After conferring with the Land Development Committee, the consensus was to not extend the gas line. If the gas line extension was desired, that would have negatively affected the purchase price as well.

Other utilities like electric and water are accessible and become the responsibility of the Lewis Animal Hospital to absorb.

The Village's position was to minimize any financial obligations, put the burden of utilities on the development and provide sewer to the remaining lot to the west. This resulted in a negotiated per acre price of \$130,000, well above what JLL had listed. With Lewis Animal Hospital seeking 2.2658 acres, cashing our land asset would generate \$275,804 ~~\$294,554~~ for the Village. In order to not have out of pocket expenses, the oversizing cost for sewer, in the amount of \$18,750, would be reduced from the purchase price leaving a net of ~~\$257,054~~ ~~\$275,554~~.

The attached contract for sale and purchase with the Lewis Animal Hospital includes the following provisions:

- \$130,000 per acre purchase price @ 2.2658 acres
- Village will absorb \$18,750 for oversizing the sewer line for adjacent lot
- Create 22 jobs with an \$800,000 payroll
- Requires development on the parcel within 2 years or Village can buy back the property
- Right of first refusal if Village wants to buy the property back within 5 years
- Records the non-complete clause to protect Mercy Health
- Allows the buyer to do due diligence for 90 days
- Incorporates the existing Tax Increment Finance District for the property
- Acknowledges a 6% broker commission to be paid by the Village

The Land Development Committee met on August 26 and recommended to proceed with the

sale of property. Village Council discussed it on September 9 and was supportive of negotiating a final deal. Since then, discussions between the Village and Lewis Animal Hospital have occurred about various aspects of the sale of the property.

The Land Development Committee met once again on November 8 to review the nearly final contract for sale and purchase and has recommended the adoption of the ordinance authorizing the Village Manager to execute a contract for sale of the 2+ acre North Site property. Due to the due diligence period within the contract and being able to comply with the terms of the contract, staff recommends waiving the full 3 readings of the ordinance and enacting an emergency clause since time is of the essence to secure an economic development deal with Lewis Animal Hospital.

If you have any questions, please let me know.

PASSED:
BY:

ORDINANCE NO. 2019-11

ORDINANCE AUTHORIZING AND DIRECTING THE VILLAGE MANAGER TO
NEGOTIATE AND EXECUTE A CONTRACT FOR SALE OF A PORTION OF
REAL PROPERTY LOCATED AT THE NORTH SITE PROPERTY AND
DECLARING AN EMERGENCY

WHEREAS, Amberley Village is the owner of certain unimproved real property located at the area known as the “North Site;”

WHEREAS, Amberley Village has received an offer to purchase a portion of said property containing approximately 2.3 acres which is located on the westerly portion of the North Site;

WHEREAS, the North Site has been identified by Village Council as a valuable piece of land that would benefit from proper development;

WHEREAS, the Village Council has determined that it is in the best interests of the Village to sell a portion of the North Site property for purposes of long-term strategic economic development and to encourage the development of commercial end users that will benefit the citizens of Amberley Village by increasing opportunities for employment and strengthening the economic welfare of Amberley Village;

NOW, THEREFORE, BE IT ORDAINED BY THE Council of Amberley Village, State of Ohio, five (5) members elected thereto concurring:

SECTION 1: The Amberley Village Council hereby authorizes and directs the Village Manager to negotiate and enter into the Contract for Sale and Purchase “Contract” substantially in the form of the Contract attached hereto as Exhibit “A” and incorporated herein by reference, conditioned on approval of the Contract by the Village Solicitor.

SECTION 2: The Village Manager is authorized to negotiate and enter into any agreements and take such actions as may be necessary and appropriate in furtherance of completing the Contract.

SECTION 3: This Ordinance is approved by at least two-thirds of members of the Village Council pursuant to Village Code § 39.01.

SECTION 4: This Ordinance is hereby declared to be an emergency measure for the immediate preservation of the public peace, health and safety, and general welfare and shall be effective immediately upon its passage. The reason for said declaration of emergency is the need to execute the Contract at the earliest possible date in order to

comply with the terms of said Contract and any delays in this process could result in a lost opportunity to sell the property at a reasonable price and under reasonable terms and conditions as determined by Council. Passed this ____ day of _____, 2019.

Mayor Thomas C. Muething

Attest:

Tammy Reasoner, Clerk of Council

Ordinance Vote:
Moved: ____ Seconded: ____

Muething	_____
Wolf	_____
Bardach	_____
Conway	_____
Hattenbach	_____
Kamine	_____
Warren	_____

I, Clerk of Council of Amberley Village, Ohio, certify that on the ____ day of _____, 2019, the foregoing Ordinance was published pursuant to Article IX of the Home Rule Charter by posting true copies of said Ordinance at all of the places of public notice as designed by Sec. 31.40(B), Code of Ordinances.

Tammy Reasoner, Clerk of Council

CONTRACT FOR SALE AND PURCHASE

This Contract for Sale and Purchase ("Contract") is entered into as of this ____ day of _____, 2019 ("Effective Date") and made by and between the **Amberley Village, Ohio**, an Ohio municipal corporation, 7149 Ridge Road, Amberley Village, Ohio 45237, (hereafter, "Seller") and **Lewis Animal Hospital Arlington Hts., Inc.** an Ohio corporation, having an address of 451 East Galbraith Road, Cincinnati, Ohio 45215, (hereafter, "Purchaser" and upon the Closing of the purchase under this Contract between Seller and Purchaser, the "Company"), under the following terms and conditions:

RECITALS:

A. Seller has determined it to be a public purpose for certain long-term strategic economic development and planning efforts to enter into an agreement with the Purchaser and Company, for future development plans in the area known as North Site (as depicted in *Exhibit "1"*) which includes a portion of the Property, and intends to make a good faith effort to preserve or create jobs and employment opportunities within the Village through the development of North Site.

B. Purchaser and Company propose a +/- 2.3 acre development to specifically achieve the construction and operation of a veterinary hospital (the "Project"). The Project is expected to total approximately 11,095 square feet, and result in the creation of an initial 22 jobs with associated payroll of approximately \$800,000.00.

C. Seller owns certain real property consisting of approximately 6.713 acres, more or less, of land, (or that which is found to be the acreage by survey pursuant to Section 6), as set forth in *Exhibit "A"* ("Seller's Property"). The land is located in Hamilton County, Ohio. Said land and all improvements thereon and all appurtenant rights, privileges, and easements thereto are hereinafter referred to as the "Property."

D. Seller has determined that sale of the Property to Purchaser and Company will facilitate positive long-term development planning and encourage the development of office and commercial end-users that will benefit the people of the Amberley Village, Ohio by increasing opportunities for employment and strengthening the economic welfare of the Amberley Village, Ohio.

E. Purchaser has the financial capability to purchase the Property from Seller.

F. Company, as current Purchaser under this Contract, may choose to transfer and assign its rights and obligations under this Contract to an affiliated land holding company, and shall have the right to assign all of Purchaser's obligations under this Agreement, as approved by Seller and as more fully set forth in Section 16(J), below. Purchaser, Company and its affiliates shall remain obligated under the terms of this Contract.

NOW, THEREFORE, in consideration of the Property and mutual covenants and promises contained herein, the sufficiency of which is hereby acknowledged by the parties, Seller and Purchaser hereby agree as follows:

1. **Real Estate.** Purchaser shall purchase from Seller the currently unimproved real estate being located at the North Site and containing approximately +/- 2.3 acres of land, as proposed to be sub-divided as set forth in Section 6 below, off of Ridge Road, and located on the westerly portion of the 6.713 acre site; located in Amberley Village, Hamilton County, Ohio, being a portion of Auditor Parcel No. 526-0040-0029 and 30 cons., and as depicted in *Exhibit "B"*, attached hereto, with all appurtenant rights, privileges and easements ("Property").
2. **Seller's Certifications.** Seller certifies the following facts regarding the Property.
 - A. Seller is the sole owner of the entire undivided fee simple interest in the Property.
 - B. The Property is free from any City, County, State or Federal orders affecting the Property.
 - C. Subject to the terms and conditions of Section 12, Seller has full power and authority to execute, deliver and carry out the terms and provisions of this Contract and has taken all necessary action to authorize the execution, delivery and performance of this Contract. The individuals executing this Contract on behalf of Seller have the authority to bind Seller to the terms and conditions of this Contract. This Contract and all documents required hereby to be executed by Seller, when so executed, shall be legal, valid, and binding obligations of Seller enforceable against Seller in accordance with their respective terms. The execution and delivery of, and consummation of the transactions contemplated by, this Contract is not prohibited by, and will not conflict with, constitute grounds for termination of, or result in the breach of any agreement or instrument to which Seller is now a party or otherwise subject. Seller is deemed to have made the certifications contained in this Section 2 again as of the time and date of the Closing, except that Seller shall not be in default hereof if any representation or warranty contained herein cannot be made at the Closing because of the acts or fault of Purchaser.
 - D. This Section 2 shall survive the Closing and shall not merge in the Closing or in the deed and shall expire on the date that Purchaser's Project is completed as evidenced by the issuance of a Certificate of Occupancy..
3. **Purchaser's Certifications.** Purchaser hereby certifies to Seller that each of the following statements is true and correct as of the date of this Contract and shall be true and correct on each Closing Date:
 - A. Purchaser has the full power and authority to enter into this Agreement, to purchase the Property from Seller as provided in this Agreement, and to carry out Purchaser's obligations hereunder.
 - B. All requisite action necessary to authorize Purchaser to enter into and perform this Agreement in accordance with its terms and to carry out Purchaser's obligations has been obtained.

- C. This Contract has been duly authorized, executed and delivered by Purchaser and is enforceable against Purchaser in accordance with its terms.
- D. Purchaser or Purchaser's assignee has the financial capability to purchase the Property and construct the proposed project as outlined in *Exhibit "C"*, on the Property. Purchaser shall demonstrate financial capability to Seller. During the Initial Inspection Period, as set forth in Section 5, Purchaser, Purchaser's assignee, or their accounting firm, or Purchaser's lender will provide Seller with reasonable proof of financial capability, as determined by Seller in Seller's sole discretion.
- E. Neither the execution and delivery of this Agreement nor the performance hereof will (i) be in violation of Purchaser's organizational documents including its bylaws, Articles of Organization and its operating agreement, (ii) conflict with any law, decree, judgment, regulation or decree of any court or governmental agency, or (iii) conflict with any agreement or instrument to which Purchaser is a party or by which Purchaser is or may be bound.
- F. Purchaser is deemed to have made the certifications contained in this Section 3 again as of the time and date of the Closing, except that Purchaser shall not be in default hereof if any certification contained herein cannot be made at the Closing because of the acts or fault of Seller.
- G. Purchaser will construct a Veterinary Hospital approved by the Seller which follows the guidelines contained in the North Site NS District Regulations under Sections 154.75 et. seq. of the Amberley Village, OH Code of Ordinances.
- H. This Section 3 shall survive the Closing and shall not merge in the Closing or in the deed and shall expire on the date that Purchaser's Project is completed as evidenced by the issuance of a Certificate of Occupancy.

4. Purchase Price, Earnest Money Deposit, and Terms.

- A. The Purchase Price for all of the Property will be based on a price of One Hundred Thirty Thousand Dollars (\$130,000.00) per acre for the +/- 2.2658 acres for a total purchase price of Two Hundred Ninety Four Thousand Five Hundred Fifty Four Thousand Dollars (\$294,554.00) (less approximately Eighteen Thousand Seven Hundred Fifty Dollars (\$18,750.00) for Seller's share of the upsize for the installation of the sewer to service Seller's property to the west of the subject Property), for a total Purchase Price of Two Hundred Seventy Five Thousand Eight Hundred Four Dollars (\$275,804.00), ("Purchase Price").. The Purchase Price shall be subject to final determination of the total acreage of the Property and the final price for the upcharge of the installation of the sewer service on behalf of the Seller, and shall be mutually agreed upon by Seller and Purchaser based on final survey and approved sub-division/cut-up plat materially consistent with the drawing set forth on *Exhibit "B"* attached hereto. *Exhibit "B"* provides an approximation of the areas described, as well as the approximate location of the building setbacks.

- B. Upon execution of this Contract, Purchaser shall deposit Five Thousand Dollars (\$5,000.00) ("Initial Deposit") into a non-interest bearing escrow account with RB Title Agency, LLC, as escrow agent ("Escrow Agent"), subject to the terms of the Escrow Agreement attached as *Exhibit "D"*.
 - C. The balance of the Purchase Price will be payable by Purchaser to Seller by wire transfer, attorney or title company check, as selected by Seller at Closing.
5. **Due Diligence and Contingencies.** Purchaser shall have a period of up to Ninety (90) days after the Effective Date, ("Initial Inspection Period") also sometimes referenced herein separately and collectively as "Due Diligence/Contingency Period," and Purchaser's obligations under this Agreement are conditioned upon the satisfaction (or waiver by Purchaser) of the following contingencies to:
- A. Obtain a current commitment for title insurance issued with respect to the Property in the amount of the Purchase Price (the "Title Commitment").
 - B. Review and approve the cut-up survey and Legal Description of the Property, as more fully described in Section 6. Seller shall seek a variance from the Amberley Board of Zoning Appeals for Purchaser's Project, and Purchaser shall cooperate with Seller to provide all necessary documentation for such Approval.
 - C. Determine that: (1) the condition, soils, environmental, utilities, access and all other matters for which Purchaser deems inspections to be necessary are satisfactory for Purchaser's proposed use of the property ("Purchaser's Use"), (2) obtain a marketing study satisfactory to Purchaser as to the feasibility of Purchaser's Use, (3) obtain appropriate zoning to permit the Purchaser's Use, (4) obtain the approval of the final development plan regarding the Property, (5) obtain a building permit for Purchaser's proposed development, If, in Purchaser's sole judgment, the results of any of the above contingencies are not satisfactory, Purchaser shall have the right to terminate this Agreement by giving Seller written notice prior to the expiration of the Contingency Period. The Purchaser shall have the right to extend the Initial Inspection Period for one additional forty-five 45-day period by payment of Two Thousand, Five Hundred Dollars (\$2,500.00) ("Extension Fee") for extension. The Initial Deposit and Extension Fee (collectively, "Deposit") paid shall be refundable to Purchaser in the event that Purchaser is not satisfied with the results of the Due Diligence and Contingencies set forth in this Section 5, as provided for herein, and if all due diligence and contingencies are waived, shall be applicable to the Purchase Price at the closing.
 - D. Purchaser and its representatives, employees and contractors shall have the right to enter the Property during reasonable business hours to conduct tests, inspections and other investigation of the Property and to develop the plans for Purchaser's Use. Purchaser shall promptly repair any resulting damage to the Property and shall indemnify and hold harmless Seller against any claims for personal injury or property damage arising from the exercise of the rights granted by this Section 5. During the Due Diligence/Contingency Period, and subject to the approval of the

Amberley Village, Ohio Board of Zoning Appeals , Purchaser may be permitted to install temporary signage on the Property, indicating that their business is “Coming Soon”. Prior to installation of any temporary signage, Staff shall approve both the size and location of any sign.

- E. Purchaser shall obtain financing with terms satisfactory to the Purchaser in the Purchaser’s sole discretion. Purchaser agrees to apply for and to make a diligent effort to obtain said financing. Purchaser shall submit a written application to obtain a mortgage loan within fourteen (14) days of the Effective Date, and Purchaser shall comply with its lender’s application and processing requirements to obtain loan approval. In addition, Purchaser shall provide lender with written authorization (with copy to Seller) to disclose to Seller the status of the loan application, processing, and approval, upon Seller’s request. Purchaser shall provide Seller a copy of Purchaser’s loan commitment letter, within forty-five (45) days of the Effective Date of the Contract which period may be extended, only as agreed upon by Seller.

If Purchaser is not satisfied with the results of its Due Diligence, Purchaser may terminate this Contract pursuant to this Section 5, and obtain a refund of the Deposit by providing written notice to Seller on or prior to the date of expiration of the Initial Inspection Period, or Extended Inspection Period, as applicable, with no further liability to Seller, except for the Purchaser’s obligations under Section D above. Purchaser and Seller shall execute a termination of the Contract and shall be released from all further obligations under this Contract.

- 6. **Cut-up Survey; Legal Description.** Seller shall obtain, at its own expense, a metes and bounds legal description and boundary survey for the cut up of the Property, so that the Property can be conveyed to Purchaser and be subject to a separate tax bill. Seller shall obtain all governmental approvals necessary for the cut-up of the Property. Purchaser shall have the right to approve the survey and legal descriptions, which approval shall not be unreasonably withheld. Seller shall select the engineer/surveyor that will prepare the cut up boundary survey, metes and bounds description, and plat. By the end of the Due Diligence and Contingency Period as defined in Section 5 above, or by such other date as the parties may designate, Seller shall be solely responsible for, and shall bear all expenses related to, any approvals required to subdivide the Property and for recording any subdivision plats necessary to carry out this provision.

7. **Additional Contingencies.**

- A. **Sewer/Sewer Installation.** Purchaser shall identify how the sewer system will be processed and developed with Metropolitan Sewer District taking into consideration that Seller has one more lot to the west to sell that will tie into the sewer. As part of its Project, and in consideration of the reduction to the Purchase Price as more fully set forth in Section 4A. above, Purchaser shall install an upsized sewer line to include manholes and increased testing, etc., which will service Seller’s property to the west of the subject Property. This provision shall survive the Closing and shall not merge in the Closing or in the deed,

- B. Natural Gas. Purchaser shall determine the extension of natural gas for Purchaser's Project.
- C. Storm Sewer. Purchaser shall determine the storm sewer easement necessary to service the Property. The Seller shall review and approve the location of the storm sewer, so that the easement can be prepared.
- D. Electric. Purchaser shall determine the location of the easement for underground electric that is currently overhead to be brought to the Property.
- E. Ingress/Egress Easement. Seller shall provide Purchaser with an egress and ingress easement for access to the adjacent Service Drive which is acceptable to Purchaser.
- F. Sign Installation. Seller shall accommodate the installation of a sign by Purchaser to coordinate with the Mercy Health sign at Ridge Road, pursuant to the terms of the License Agreement Granting Permission for Use of County Roads, recorded in Official Record Book 13335, page 2573, Hamilton County, Ohio records.
- G. Covenant not to Compete. Seller shall create a deed restriction or recorded covenant and restrictions providing for a covenant not to compete for certain use restrictions on the Property as more fully set forth in Section 8 B below.
- H. Remainder property. The remainder of Seller's property may be platted to provide for the future use of the Service Drive and to provide for utilities, including but not limited to electric, water, gas, etc.
- I. Construction Progress. If the Project has not made "Substantial Progress" on the Project within two (2) years of the day of recordation of the deed of transfer of the Property to Purchaser, then Seller may repurchase the Property from Purchaser by tendering to Purchaser: (i) the Purchase Price (as defined herein); plus (ii) the appraised value of any improvements which are included in the definition of "Substantial Progress", provided that, Seller may only exercise its aforementioned right to repurchase the Property after providing Purchaser sixty (60) days' notice of Seller's intent to exercise such right . For the purposes of this Section, the term "Substantial Progress" shall mean that Purchaser has caused the construction of the following improvements upon the Property: i) construction of foundations for buildings as contemplated by the Project; ii) installation of various utilities as contemplated by the Project and/or referenced herein; and (iii) installation of means of access as contemplated by the Project and/or referenced herein. This provision shall survive the Closing and shall not merge in the Closing or in the deed.
- J. Right of First Refusal. For five (5) years following the date of recordation of the deed of transfer of the Property to Purchaser, Seller shall have a Right of First Refusal to purchase the Property from Purchaser, in the event that Purchaser, its affiliates, successors and/or assigns receive a bona fide offer to purchase the Property. Upon notification by Purchaser, its successors or assigns, Seller shall have thirty (30) days to exercise the Right of First Refusal to purchase the Property

at the proposed contract price, so long as the appraised value provided by Purchaser, its successors or assigns substantiates the contract price. Seller may have option to obtain its own appraisal. This Right of First Refusal shall be recorded and shall run with the land until released of record by Seller its, successors or assigns.

8. **Closing (“Closing”).** Closing shall be on or before forty-five (45) days following expiration of the Initial Inspection Period or Extended Inspection Period, as applicable or on such other reasonable date as the parties may agree.

- A. Marketable title to the Property, using the newly created and approved survey and legal description will be conveyed by Seller to Purchaser by limited warranty deed at Closing, subject to easements and restrictions of record, as of the Effective Date or otherwise approved by Purchaser, and subject to the Right of First Refusal, as set forth in Section 7J above, and subject to any easements that existed prior to Seller’s ownership of the Property and merged due to Seller’s acquisition of the Property, as reflected in the Title Commitment, and as confirmed by Seller, which shall be required as the result of the new division of ownership between Seller as the owner of the Property and Seller as the beneficiary of the easements. At Closing, Purchaser shall execute any and all additional unplatted easements necessary to Seller for the Property, provided such easements were provided to Purchaser for review prior to Closing. Seller and Purchaser will also execute any other appropriate documents at Closing. Title shall be conveyed subject to no monetary liens except for the lien for non- delinquent real property taxes, assessments, or improvement district liens, but otherwise subject to all matters of record as specified above.
- B. The sale of the Property by Seller and the purchase of the Property by Purchaser is expressly conditioned upon a covenant not to compete. Accordingly, the parties expressly agree that conveyance shall be subject to, and that the Deed shall contain, an Exclusive/Geographic Limitation imposed upon the Property, and Seller’s remaining property, as more fully depicted in *Exhibit “B”* as follows:

“Purchaser agrees that it will not sell, lease, or sublease any portion of the North Site to a Competing Entity of Mercy Health Cincinnati LLC. A “Competing Entity” is (i) a hospital; (ii) a health system, health care management company or other entity that operates and/or manages hospitals; (iii) medical office; (iv) medical clinic; (v) ambulatory care; (vi) surgery center; (vii) laboratory; (viii) radiology, imaging or other diagnostic testing; (ix) physical therapy; (x) sports medicine; (xi) any entity that competes with Mercy Health Cincinnati LLC or an affiliate of Mercy Health Cincinnati LLC in the provision of inpatient hospital services, hospital based outpatient services or ambulatory surgery services; (xii) pharmacies (such as Walgreens or CVS), provided such pharmacy does not include staffing of a doctor of medicine, doctor of osteopathic medicine, or any pharmacy that is sponsored by or affiliated with another hospital or health system; or (xiii) an entity that controls, is controlled by, or is under common control with any of the foregoing.

- C. The costs incurred in connection with the transaction contemplated by the Contract shall be allocated between Seller and Purchaser as follows:

<u>Requirement</u>	<u>Responsibility</u>
Survey-ALTA	Purchaser
Survey-Cut Up/Boundary	Seller
Title Search	Purchaser
Title Insurance Commitment/Policy	Purchaser
Conveyance Tax	Seller
Brokerage Commissions	Seller
Inspection Costs	Purchaser
Attorneys' Fees	Each Party Pays Own
Environmental	Purchaser
Recordation	Purchaser
Financial review	Seller
Remainder/residual survey, if necessary	Seller

- D. The Deposit shall be credited against the Purchase Price at the Closing. Real property taxes and any other matters to be prorated will be prorated as of date of Closing. Seller will pay all expenses and taxes applicable to the period prior to Closing; Purchaser will pay all expenses and taxes, if any, applicable to the period on or following Closing.

NOTE: Property taxes and assessments are subject to change. Purchaser and Seller agree that the taxes and any assessments shall be based on the latest tax information available through the Hamilton County, Ohio Auditor and Treasurer's records. Purchaser and Seller acknowledge that property taxes and assessments may not be pro-ratable at Closing as they will be based upon a large tract or parcel from which the subject Property has been cut-out. Seller shall continue to pay the property taxes and assessments on the large tract, if any, until such time as they are assessed on the subject Property, at which time, Seller and Purchaser shall handle any proration of the property taxes and assessments, as appropriate. Purchaser acknowledges that the Seller's property is currently benefitted by a property tax exemption and that the property tax exemption will not be applicable to the cut-up portion of the Property.

- E. Upon Closing, Purchaser shall be responsible for the future payments of the existing storm water utility, currently paid by Seller, that will service the Property.

9. **Default and Remedies.** In the event of a default by Purchaser under the Contract discovered prior to Closing, Seller will be entitled, as Seller's sole and exclusive remedy, to terminate the Contract and retain the Deposit, as liquidated damages. In the event of a default by Seller under the Contract discovered prior to Closing, Purchaser shall be entitled,

as Purchaser's sole and exclusive remedy, to declare the Contract terminated and obtain the return of the Deposit, as liquidated damages.

10. Conditions to Close.

- A.** Conditions Precedent to Obligations of Seller. The obligations of the Seller hereunder are subject to satisfaction, at or prior to the Closing, of each of the following conditions:
- i.** The certifications of Purchaser made in Section 3 of this Contract shall be true and complete in all material respects as of the Closing Date as if made on and as of that date.
 - ii.** All of the terms, covenants and conditions to be complied with and performed by Purchaser on or prior to the Closing Date shall have been complied with or performed in all material respects.
 - iii.** Seller has received adequate and sufficient information, as required herein, to ensure itself that Purchaser or its assignee has the financial capability to fulfill the terms of the Contract and to construct the proposed Project as outlined in *Exhibit "C"*, on the Property.
 - iv.** Purchaser and its assignee, if any, shall have executed the easements to Seller as required and described in this Contract.
 - v.** Purchaser shall have paid the Purchase Price as required herein.
- B.** Conditions Precedent to Obligations of Purchaser. The obligations of Purchaser hereunder are subject to satisfaction, at or prior to the Closing, of each of the following conditions:
- i.** The certifications of Seller made in Section 2 of this Contract shall be true and complete in all material respects as of the date hereof and on and as of the Closing Date as if made on and as of that date.
 - ii.** All of the terms, covenants and conditions to be complied with and performed by Seller on or prior to the Closing Date shall have been complied with or performed in all material respects.
 - iii.** Seller shall have delivered to Purchaser each of the documents and other items required to be delivered by Seller and as required by the title company and approved by the Village Solicitor, and pursuant to this Contract.
 - iv.** Purchaser shall have reviewed and approved, at Purchaser's sole discretion, and Seller shall have executed and recorded the Covenants, Conditions, and/or Restrictions, if any.

- v. Seller shall have delivered the deed to Purchaser as required by Section 8(A).
- vi. Purchaser shall have obtained plan approvals, permits, and/or confirmations from Hamilton County, Ohio, the U.S. Army Corps of Engineers, and any such other governmental body whose permit is required to allow for the Purchaser's contemplated development of the Property for use as a veterinary clinic and animal hospital, and for the provision of veterinary services in connection with operation of the same.

11. **Delivery of Notice.** Any notice to be given hereunder shall be hand delivered, given by overnight delivery service (return receipt requested), or via electronic mail addressed to the party in question at the addresses appearing below and in the introductory paragraph of this Contract except as is otherwise expressly provided herein. The effective date of any such notice shall be the date on which such notice is delivered (in the case of hand delivery) or mailed (in the case of use of overnight delivery) to such addresses or the date of actual receipt in any other case. Any address set forth herein may be changed by notice to the other party hereto.

A copy of any notice to Seller shall also be given to:

Kevin C. McDonough, Village Solicitor
Wood and Lamping
600 Vine Street, Suite 2500
Cincinnati, Ohio 45202
Email: kcmcdonough@woodlamping.com

A copy of any notice to Purchaser shall also be given to:

Thomas L. Cuni, Esq.
CUNI, FERGUSON & LeVAY CO., L.P.A.
10655 Springfield Pike
Cincinnati, Ohio 45215
Email: TCuni@cfl-law.com

12. **Offer to Purchase.** If Purchaser executes this Contract prior to Seller, then this Contract shall constitute and be an Offer to Purchase by the Purchaser that shall remain open to acceptance by Seller, based upon approval by the Amberley Village, Ohio Council, until _____ eastern standard time, on _____, 2019. Upon Seller's acceptance, execution, and delivery of this Contract, this Contract shall constitute and be a valid Contract for Sale and Purchase that is binding upon all parties hereto.
13. **Broker Commissions.** Seller shall be responsible for the payment of the real estate commission of six percent (6%) due to JLL Brokers and BC Realty pursuant to the existing listing agreement. Except for its agreement with BC Realty, Purchaser has not entered into any other agreement with a real estate broker. Except for the foregoing brokers, each party

shall protect and save harmless the other party against the claim of any other brokers hired with respect to this Contract.

14. **Tax Increment Financing (“TIF”).** The Property receives a TIF (Tax Increment Financing) Exemption such that Purchaser shall continue to pay all real estate taxes, assessments, and service payments in lieu of taxes, with respect to the Property as they become due and payable. The parties intend that any amount of real estate taxes and assessments together with service payments in lieu of taxes that Purchaser is obligated to pay with respect to the Property as set forth above, shall not exceed the amount of real estate taxes and assessments which Purchaser would have owed with respect to the Property without a TIF in place. In no event shall (i) the obligation of Purchaser to commence paying service payments in lieu of taxes arise prior to Purchaser’s obligation to pay real estate taxes, as imposed by Hamilton County, Ohio, on the improvements to be constructed on the Property, or (ii) the TIF interfere with Purchaser’s ability to contest real estate taxes and assessments.
15. **Additional Contingency Clause.** Notwithstanding anything herein or elsewhere to the contrary, it is expressly understood by the parties hereto that the parties’ obligations to consummate the Closing and sale and purchase of the Property is contingent upon the occurrence of the following event:
-
16. **Miscellaneous.**
- A. **Press Release.** Both parties agree not to issue or make any public announcement, whether oral or written, of the sale of the Property without first giving the other party the opportunity to review and comment upon the contents of the notice or other statement.
- B. **Gender.** Words of any gender used in this Contract shall be held and construed to include any other gender, any words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.
- C. **Captions.** The captions in this Contract are inserted only for the purpose of convenient reference and in no way define, limit, or prescribe the scope or intent of this Agreement or any part hereof.
- D. **Construction.** No provisions of this Contract shall be construed by any court or other judicial authority against any party hereto by reason of such party’s being deemed to have drafted or structured such provisions.
- E. **Entire Agreement.** The Recitals set forth herein, the Contract and *Exhibits “A” through “D”* constitute the entire contract between the parties hereto, and supersede all prior understandings, if any, there being no other oral or written promises, conditions, representations, understandings or terms of any kind as conditions or inducements to the execution hereof and none have been relied upon by either party. Any subsequent conditions, representations, warranties, or

agreements shall not be valid and binding upon the parties unless in writing and signed by both parties.

- F.** Time is of the Essence. Time is of the essence in this transaction.
- G.** Original Document/Counterparts. This Contract shall be executed by both parties in counterparts, each of which shall be deemed an original, but all of such counterparts taken together shall constitute one and the same Agreement.
- H.** Governing Law and Venue. This Contract shall be construed, and the rights and obligations of Seller and Purchaser hereunder shall be determined, in accordance with the laws of the State of Ohio. The exclusive venue for any disputes arising under this agreement shall be the state and federal courts located in Hamilton County, Ohio, which shall retain exclusive jurisdiction over this Agreement.
- I.** Non-Merger. In addition to the specific language of non-merger found in certain sections of this Contract, any provision hereof which by its terms would be performed after the Closing shall survive the Closing and shall not merge in the Closing or in the deed, except as specifically provided to the contrary herein.
- J.** Assignment. Company, as the current Purchaser under his Agreement, shall have the right to assign all of Purchaser's rights and obligations under this Contract to an affiliated land holding company created by Company or its Shareholder, intended to act as title holder for the Property, and to lease back the Property to the Company and/or its affiliates, provided Seller approves of the proposed assignee, with Seller's approval not to be unreasonably withheld or delayed. Notwithstanding the foregoing, Purchaser shall remain responsible for all obligations under the Contract. This provision shall survive the Closing.
- K.** Severability. In the event that any provision or clause in this Contract shall be ruled invalid and severed by a court of competent jurisdiction, such severability shall not affect other provisions of this Contract and they shall remain in full force and effect. This provision shall survive the Closing or any termination hereof.

[Signature Page Follows]

The parties have executed this Contract through their authorized representatives as of the respective dates set forth below.

SELLER:

Amberley Village, Ohio

An Ohio Municipal Corporation

By: _____

Scot Lahrmer, Village Manager

Date: _____, 2019

PURCHASER:

Lewis Animal Hospital Arlington Hts.,

Inc., An Ohio corporation

By: _____

Printed: _____

Title: _____

Date: _____, 2019

APPROVED AS TO FORM:

Kevin C. McDonough, Village Solicitor

ACKNOWLEDGMENT OF RECEIPT OF EARNEST MONEY

The undersigned acknowledges receipt of _____ Dollars
(\$_____) earnest money deposit from _____.

ESCROW AGENT:
RB Title Agency, LLC
An Ohio limited liability company

By: _____
Printed: _____
Title: _____
Date: _____, 2019

2833383.1

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EXHIBIT “1”

NORTH SITE

EXHIBIT “A”
SELLER’S PROPERTY

EXHIBIT “B”

PROPOSED DEPICTION OF SUB-DIVISION OF PROPERTY

EXHIBIT “C”
PURCHASER’S PROPOSED PROJECT
(to be provided)

EXHIBIT “D”
ESCROW AGREEMENT

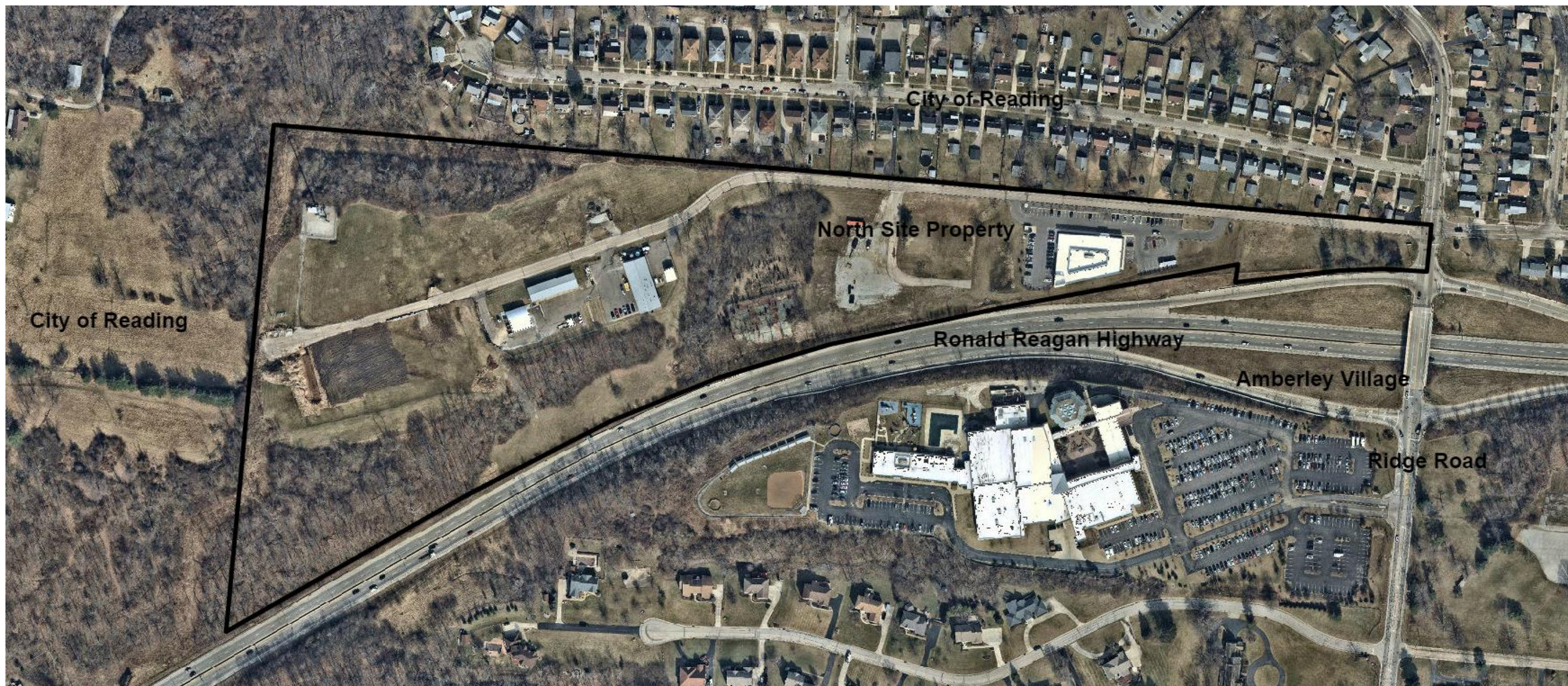


EXHIBIT I

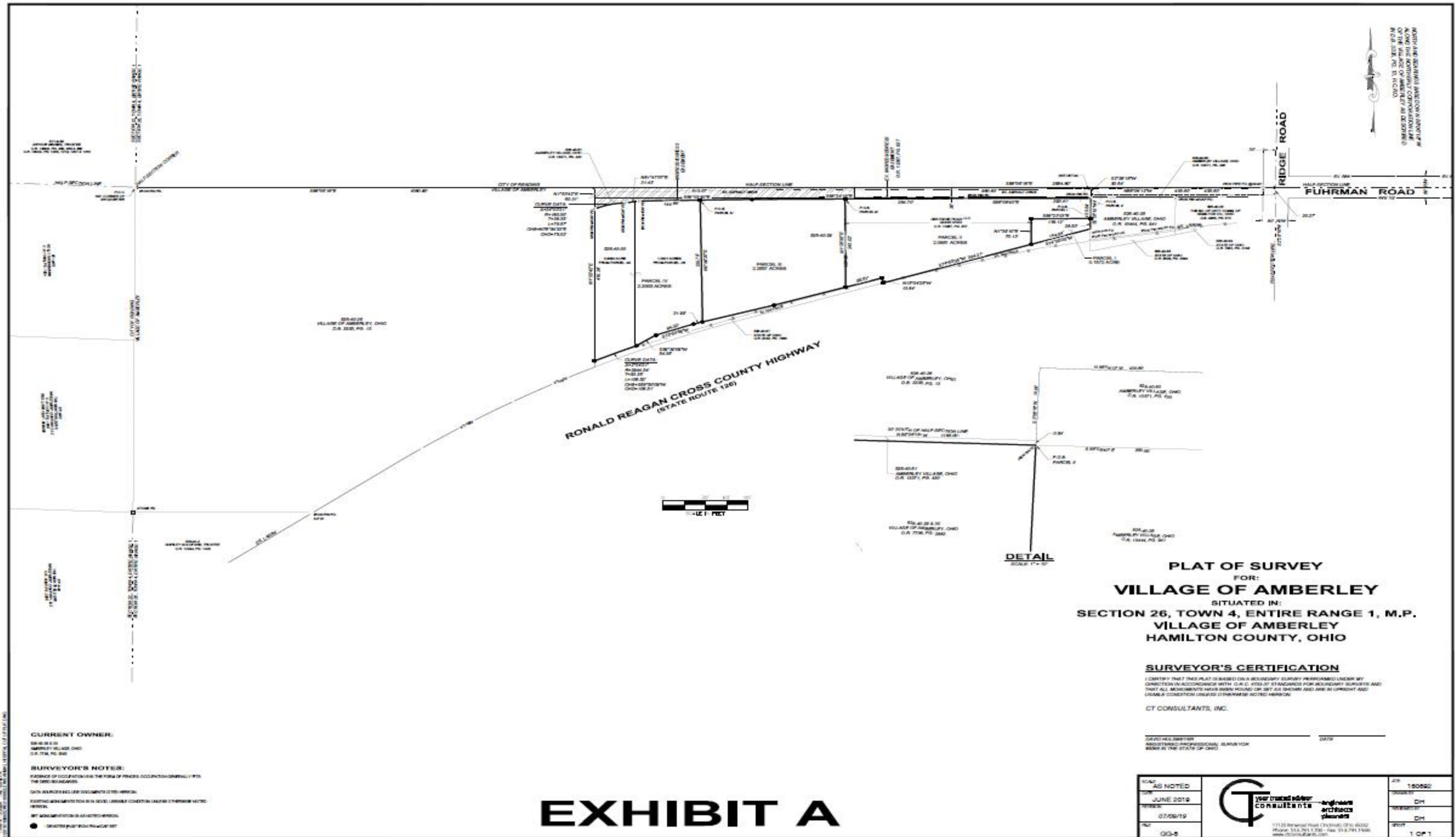


EXHIBIT D

ESCROW AGREEMENT (Earnest Money Deposit)

This Escrow Agreement is made effective the _____ day of _____, 2019, by and between **AMBERLEY VILLAGE, OHIO**, an Ohio municipal corporation, 7149 Ridge Road Amberley Village, Ohio 45237, (hereafter, "Seller") and **Lewis Animal Hospital Arlington Hts., Inc.** an Ohio corporation, which has a mailing address of 451 E Galbraith Road, Cincinnati, Ohio 45215 [this is the notice address per §6] (hereafter, "Purchaser") and **RB Title Agency, LLC**, whose address is _____ ("Escrow Agent"), under the following circumstances:

A. Purchaser and Seller have, on _____, 2019, entered into a Contract for Sale and Purchase ("Contract"), to purchase real and personal property described in the Contract.

B. As part of this purchase, Purchaser is to deposit certain earnest monies with the Escrow Agent.

NOW, THEREFORE, the parties agree as follows:

1. Purchaser shall deposit with the Escrow Agent the sum of Five Thousand Dollars and 00/100 Dollars (\$5,000.00) as required by the Contract (the "Initial Deposit").

2. Escrow Agent shall subsequently disburse the Deposit in accordance with the provisions of the Contract and this Escrow Agreement as follows:

(a) Upon written notice from Seller and Purchaser of Closing under the Contract, Escrow Agent shall disburse the Deposit, as defined in the Contract in accordance with such directive or upon Escrow Agent's receipt of an executed closing statement reflecting the application/disposition of said Deposit.

(b) If there is a failure to close under the Contract, either Seller or Purchaser shall give written notice to the other and to Escrow Agent that the failure of Closing is the fault of the other. The party allegedly at fault shall have ten (10) days after it is served or deemed served with such notice to notify Escrow Agent that it is not at fault. If the party allegedly at fault does so deny any fault by notice to the Escrow Agent, then the Escrow Agent shall continue to hold the Deposit in the non-interest-bearing account until it receives a joint instruction from both Seller and Purchaser or instruction (by order) from a court of competent jurisdiction. If, for any reason, the party allegedly at fault does not so deny its fault within the ten (10) day period, then Escrow Agent shall disburse the Deposit to the other party.

3. Escrow Agent shall follow any joint written instruction concerning the Deposit from Seller and Purchaser or any instruction from a court of competent jurisdiction.

4. Deposit of Escrow Funds into a non-interest-bearing account:

(a) Within a reasonable time after receipt of the Deposit from Purchaser, and after this Escrow Agreement has been executed by all parties, the Escrow Agent shall deposit the escrow funds into its non-interest-bearing Trust account at _____ (“Depository”).

(b) Escrow Agent shall not be responsible for and hereby disclaims any liability for:

(i) penalties or loss of principal or delays in the withdrawal of the funds which may be imposed by the Depository as a result of the making or redeeming of the investment pursuant to Escrow Agent’s instructions;

(ii) loss or impairment of funds while those funds are in the course of collection or while on deposit in a financial institution if such a loss or impairment results from the failure, insolvency or suspension of a financial institution;

(iii) the financial status or insolvency of any other party, or any misrepresentation made by any other party;

(iv) the legal effect, insufficiency, or undesirability of any instrument deposited with or delivered by or to the Escrow Agent or exchanged by the parties hereunder, whether or not the Escrow Agent prepared such instrument;

(v) the default, error, action or omission of any other party to this Escrow Agreement;

(vi) the expiration of any time limit or other consequence of delay, unless a properly executed settlement instruction accepted by the Escrow Agent has instructed the Escrow Agent to comply with said time limit;

(vii) the Escrow Agent’s compliance with any legal process, subpoena, writ, order, judgment or decree of any court, whether issued with or without jurisdiction and whether or not subsequently vacated, modified, set aside or reversed;

(viii) any shortfall in the sufficiency of the amount held in escrow to accomplish the purpose of the escrow; or

(ix) any obligation to collect additional funds, unless such obligation is in writing and signed by the Escrow Agent.

(c) The funds deposited herewith are not to be invested unless all parties to this Escrow Agreement have agreed to this instruction in writing.

5. The Seller and Purchaser hereby certify that they are aware that the Federal Deposit Insurance Corporation’s (FDIC) coverage applies only to a cumulative maximum amount of \$250,000.00 for each individual depositor for all of depositor’s accounts at the same or related institution. Escrow Agent assumes no responsibility for nor will the undersigned

parties hold Escrow Agent liable for, any loss occurring which arises from the fact that the amount of the above account may cause the aggregate amount of any individual depositor's accounts to exceed \$250,000.00 and that the excess amount is not insured. The undersigned parties further understand that certain banking instruments such as, but not limited to, repurchase agreements and letters of credit, are not covered at all by FDIC insurance.

6. All notices and communications herein required to be given or made to Seller, Purchaser or Escrow Agent shall be in writing and be addressed to Seller, Purchaser or Escrow Agent at their respective addresses as stated above or at such address as each shall notify the other in writing, and shall be deemed delivered three (3) days after being deposited in the mail if made by ordinary mail, or upon delivery if made by a nationally recognized overnight delivery service with confirmation receipt, by personal service delivery, or by electronic correspondence with delivery receipt.

7. The duties and obligations of Escrow Agent shall be determined solely by the express provisions of this Escrow Agreement, and Escrow Agent shall not be liable except for the performance of the duties and obligations specifically set forth herein. In furtherance and not in limitation of the foregoing: Escrow Agent shall not be responsible in any manner in connection with its acceptance of or performance of its duties and obligations under this Escrow Agreement; Escrow Agent shall not be liable for any error in judgment or for any act done or step taken or omitted by it in good faith or for any mistake in fact or law or for anything which it may do or refrain from doing in connection herewith; Escrow Agent shall not be liable for any loss in impairment of the Deposit, so long as not due to the negligence of Escrow Agent, in the non-interest-bearing account.

8. Notwithstanding the foregoing, the Escrow Agent shall not be liable except for negligence, or willful misconduct in the performance of its duties and obligations as set forth herein. This Escrow Agreement is a contract between the parties hereto. Escrow Agent is not acting as a fiduciary for any party, and the parties expressly disclaim any fiduciary relationship among them. All claims, including without limitation, all claims for negligence against the Escrow Agent, its officers, agents and employees, must be brought, if at all, as breach of contract claims. Escrow Agent shall have no duty or obligation which is not specifically set forth herein. Escrow Agent's duties and obligations are strictly contractual. No third party beneficiary that is not a signer to this Escrow Agreement, shall have any right to enforce this Escrow Agreement.

9. Notwithstanding anything in this Escrow Agreement to the contrary, in the event of a dispute between Seller and Purchaser arising prior to or at the time of the delivery or other disposition of the Deposit by Escrow Agent pursuant to the Agreement, which dispute shall be sufficient, in the sole discretion of Escrow Agent, to justify its doing so, Escrow Agent shall be entitled to tender the Deposit into the registry or custody of any court of competent jurisdiction, together with such legal pleadings as it may deem appropriate, and thereupon Escrow Agent shall be discharged from all further duties and liabilities under this Escrow Agreement and the Agreement. Any such legal action may be brought in such court as Escrow Agent shall determine to have jurisdiction thereof. Escrow Agent's determination of whether a dispute exists between Seller and Purchaser shall be binding and conclusive upon all parties hereto, notwithstanding any contention that no dispute exists. All costs and expenses incurred by

Escrow Agent in taking any action pursuant to this section shall be covered by and paid pursuant to the indemnification of Escrow Agent contained in this Escrow Agreement.

10. No party may rely on any title search, title examination, title commitment and/or title policy issued in a transaction connected with this Escrow Agreement unless such party is named in such title product as the recipient, client, proposed insured, or actual insured. No party to this Escrow Agreement shall have any claim, including without limitation, any claim for negligence or for failure to disclose an encumbrance, against the Escrow Agent as to any title search, any issuance of a title commitment or any issuance of a title insurance policy. Any such claim of loss or damage, whether or not based on negligence, which arises out of the status of the title to the estate which is the subject of this Escrow Agreement, or any action asserting such claim, or which relates to a title search, a commitment or a policy, shall be restricted to the terms of the title commitment or title policy issued.

11. This is the complete Escrow Agreement between the parties. Each party has had the opportunity to read this Escrow Agreement, to understand it, to make changes to it, and, to consult with the experts of the party's choice, including legal experts. All prior representations, agreements and discussions are merged herein and are void unless contained herein. No party, person, employee or agent may modify this Escrow Agreement by any oral representation. All modifications of this Escrow Agreement must be in writing signed by all parties. The signing of this Escrow Agreement is the free and voluntary act and deed of each party.

12. If Escrow Agent shall notify Seller and Purchaser of its desire to be relieved of any further duties and liabilities hereunder, then Escrow Agent shall deliver the Deposit to a successor escrow agent designated by Seller and Purchaser. If Seller and Purchaser shall fail to agree upon and designate a successor escrow agent within two (2) days after having been requested by Escrow Agent to do so, then Escrow Agent shall in its discretion designate the successor escrow agent. The successor escrow agent designated by Seller and Purchaser or by Escrow Agent, as the case may be, shall be a bank or trust company having trust powers in good standing and located in Cincinnati, Ohio, and shall agree to be bound by all the terms and conditions of this Escrow Agreement and the Contract. Immediately upon agreement by the successor escrow agent to be bound by all the terms and conditions of this Escrow Agreement and the Contract, the original Escrow Agent shall be relieved of any and all duties and liabilities under or in connection with this Escrow Agreement and the Contract; provided, however, that no successor escrow agent shall assume any liability for the acts or omissions of Escrow Agent under this Escrow Agreement or the Contract.

13. The Escrow Agent shall receive no initial fee for serving as Escrow Agent, however, in the event the anticipated closing does not occur, pursuant to the provisions of Section 8 of the Contract, Escrow Agent will retain from the Deposit the sum of _____ (\$_____) in payment of its time and costs and to pay the cancellation invoice for the title examination and title commitment charges incurred. If Escrow Agent determines that it requires the services of legal counsel to properly perform its duties, Seller and Purchaser agree to pay (one-half each) Escrow Agent its reasonable legal fees.

14. This Escrow Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

15. This Escrow Agreement shall terminate upon the disbursement by Escrow Agent of the Deposit. Any claim against Escrow Agent, if at all, related to this Escrow Agreement, must be made in writing and received by Escrow Agent within one year of termination of this Agreement or be forever barred.

The parties have hereto executed this Escrow Agreement as of the day and year first above written.

{The remainder of this page was intentionally left blank}

SELLER:

Amberley Village, Ohio

Date

By: _____
Scot Lahrmer, Village Manager

PURCHASER:

Lewis Animal Hospital Arlington Hgts, Inc.

By: _____

Date

Print Name: _____
Title: _____

APPROVED AS TO FORM:

Kevin C. McDonough

ESCROW AGENT:

RB Title Agency, LLC

An Ohio limited liability company

Date

By: _____

Print Name: _____
Title: _____

2834037.1

TO: Village Council
FROM: Scot F. Lahrmer, Village Manager
DATE: November 6, 2019
RE: Nuisance Abatement--Request to Place Lien

ITEM: Resolution 2019-30, Placing Liens for Nuisance Abatement Expenses

ACTION REQUESTED: By motion, adopt **Resolution 2019-30** requesting the Hamilton County Auditor place a lien against properties for nuisance abatement expenses incurred by the Village.

PURPOSE: To seek reimbursement for the Village's expenses related to nuisance abatements.

The Village's property maintenance code requires property owners to maintain a grass height below 10 inches and to remove noxious weeds. The Village pursued its notification procedures to seek compliance through the property owners of record. After exhausting its notification process without remedy of the violations, the Village abated the violations and billed the property owners for the cost of equipment and labor as described on Exhibit A.

Since the property owners have failed to reimburse the Village for its costs incurred to bring their properties into compliance with the property maintenance code, the next step available to the Village to collect reimbursement is to proceed to place liens on the properties through the Hamilton County Auditor's Office.

Resolution 2019-30 authorizes a request to be sent to the Hamilton County Auditor to place a lien on the property for the amount described in Exhibit A.

If you have any questions, please let me know.

PASSED:
BY:

RESOLUTION NO. 2019-30

RESOLUTION REQUESTING THE HAMILTON COUNTY AUDITOR TO PLACE
LIEN AGAINST PROPERTY FOR NUISANCE ABATEMENT EXPENSES
INCURRED BY THE VILLAGE

WHEREAS, the Village of Amberley adopted a Property Maintenance Code to assist in the regulation and enforcement of certain rules to protect and promote the health, safety, and welfare of residents and property owners in the Village;

WHEREAS, under the Property Maintenance Code, delinquent owners may be assessed the cost of nuisance abatement activities and other maintenance undertaken by the Village;

WHEREAS, such costs incurred by the Village may be assessed as a lien against the subject property by filing such assessment with the Hamilton County Auditor,

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF AMBERLEY VILLAGE, STATE OF OHIO, five (5) members elected thereto concurring,

SECTION 1: That the Hamilton County Auditor is hereby requested to place a lien on real property in favor of and on behalf of Amberley Village pursuant to Ohio Revised Code 731.54 and Village Code of Ordinances 159.083 et seq. Said property is referenced and attached hereto as Exhibit A and made a part hereof. The Village Clerk is directed to provide a certified copy of this Resolution to the Auditor for collection.

SECTION 2: This Resolution shall take effect and be in force from and after the earliest period allowed by law. Passed this _____ day of _____, 2019.

Mayor Thomas C. Muething

Attest:

Tammy Reasoner, Clerk of Council

Resolution Vote:

Moved: _____ Second: _____

I, Clerk of Council of Amberley Village, Ohio, certify that on the ____ day of _____ 2019, the foregoing Resolution was published pursuant to Article IX of the Home Rule Charter by posting true copies of said Resolution at all of the places of public notice as designated by Sec. 31.40(B), Code of Ordinances.

Tammy Reasoner, Clerk of Council

Exhibit A

Type of Assessment	Amount of Assessment	Property Owner	Property Address	Parcel Number(s)
High Grass	\$287.50	Elana Harris	6761 Meadow Ridge Lane	526-0030-0092-00
High Grass/Noxious Weeds	\$575.00	Edgar Construction LLC TR	3330 Longmeadow Lane	526-0120-0237-00

**VILLAGE MANAGER'S REPORT
NOVEMBER 11, 2019 COUNCIL MEETING**

Dear Mayor and Council Members:

Developments

Zoning

The Planning Commission/BZA received no appeals for variances in the month of October, so no meeting of the Board of Zoning Appeals was held in November. The next regular meeting is scheduled for Monday, December 2 and the filing deadline is November 11.

Property Maintenance

There were 12 zoning approvals made in October for the following projects, including 3 fencing projects, 1 temporary tent, 2 pergolas, 1 patio, 1 storage shed, 1 pool house, 1 interior renovation, 1 addition and 1 garage conversion.

The Police Department sent out 3 maintenance letters for the following violations: 1 construction trailer parked in the driveway, 1 peeling paint and 1 high weeds/grass.

The Police Department also followed up on the following violations: 1 construction equipment in the yard, 1 high weeds/grass, and 1 peeling paint.

Maintenance Department Activities

Streets and Right of Way



Crews removed two speed humps on Sagamore in preparation for winter, as snow plows cannot drive over them without damaging the speed humps. In addition, damage to the roadway can occur as the ground gets colder. Speed humps may return to Village streets in the spring.

Other right of way details performed by the Maintenance Department:

- Picked up 27 bags of trash on main roads.
- Stained posting boards on Sagamore and Knoll Roads.
- Set up “no parking” signs on cones for party on Fair Oaks and Oakridge.
- Fixed edge of roadway with cold patch and yard with topsoil, seed and straw at 6852 Farm Acres.

- Filled 45 potholes through out Village using 24 50-pound bags of cold patch.
- Inspected sink hole at 2730 Section near the catch basin.

Facilities Maintenance and Repairs

Crews have been working on the Village brine maker unit in preparation for the upcoming snow season. All storage brine water and hot mix tanks have been topped off. Over the last few years, keeping the unit calibrated as been an issue. The brine unit is entering the end phase of its service life, and replacement parts are difficult to find. A representative from Cargill has been assisting us to help preserve our brine maker for a few more years.

Other Facilities Maintenance and Repairs:

- Cleaned and performed minor maintenance to the Municipal Building
- Set up for and cleaned up after nine events in the Community Room and Council Chambers including: Council Meeting, ESC and Mayor's Court.
- Cleaned off pine needles from tennis courts 4 times this month.
- Repaired broken downspout on Municipal Building above Council Chambers.
- Started brine making equipment for the season and made a small amount of brine.
- Removed all backflow preventers on walking track before winter.
- Replaced GFI circuit in elevator pit for sump pumps.
- Completed monthly checklist on building and playground equipment.
- Watered new landscaping beds on lower track and Fair Oaks mailboxes.
- Removed rocks, old Boxwood bushes, and overgrown plants in island on lower walking track in preparation for Natorp.
- Replaced batteries in emergency light at the Municipal Building.
- Cleaned and sanitized the Maintenance Building garages.
- Installed new park bench in the newly planted landscape island on lower walking track.
- Picked up and returned Driving Simulator to Colerain Police Department.
- Picked up metal cage from Golf Manor business and cut shelving out for K-9 dog training at the North Site.
- Assisted Safety-Kleen with removal of remaining pool chemicals in the pool room at Amberley Green.
- Coordinated with A-One Tree Service for removal of large tree limb downed at Amberley Green near walking path. It has been too wet at the Green to finish clean up without leaving tire ruts on the property.
- Tony Chesney worked with Sandi Pywen to submit a grant to Hamilton County Solid Waste District for the purchase of a new mini-excavator for the composting site.
- Tony Chesney and Ryan Monahan met with members of Hamilton County Storm Water District about the MS4 compliance report.
- Both grease traps at the Municipal and Maintenance garages were pumped and cleaned out by Safety-Kleen.
- Cleaned log jam in the creek bed on Section Road near Fair Oaks.
- Replaced pressure switch on air compressor at the North Site.
- Added air pressure regulator valve on brine maker unit.

Equipment Maintenance

- Maintenance crews performed inspections, cleaned and made minor repairs to all trucks.

- Crews performed the weekly vehicle inspections.
- Placed all snow plows and spreaders on all Village trucks and checked operation of the units.
- 3 salt spreaders were calibrated for the upcoming year.

Other equipment repairs:

- Pulled out all ODB leaf collection equipment to test operation of batteries and hoses before the onset of leaf season.
- Replaced both batteries in Truck 216.
- Replaced brake master cylinder in Truck 216.
- Replaced all four tires on Trucks 216 and 316.
- Had rear brake lights and ground wiring on Dump Truck 514 replaced by Blust Motors.
- Welded new handles and repaired wheels on Police Department deer culling cart in welding bay.
- Replaced caster wheels on snow plow rolling cart.
- Traded in Dump Truck 408 to Fyda Freightliner for a new truck, which is expected in the next few weeks.
- Took ODB leaf machine to Murphy Tractor for service on tach meter.
- Repaired #1 and #3 Stihl back pack blowers.
- Replaced broken window locks on backhoe.

Department Training

Tony Chesney and Ryan Monahan attended and judged this year's PWOSO Snow Plow Roadeo event at the Mason Sports Park on October 9. Rob Langdon, Jim Swader, Mack Ogletree, and Bobby Williams participated in the competition. Jim Swader finished 5th out of 59 drivers represented in the Snow Plow Roadeo.

Other Department Training:

- Tony Chesney and Wes Brown attended the PWOSO luncheon/meeting hosted by Symmes Township and Mariemont.
- All members of Maintenance Department attended a Winter Maintenance Seminar hosted by Sycamore Township.
- Tony Chesney attended ADA and FMLA training.

Fire Department, Training and Equipment Maintenance

- Responded to 7 fire alarms.
- Installed banners reminding residents to check their smoke detectors.
- All Maintenance Department members attended Fire Drill and completed the physical fitness test.
- Mack Ogletree and Bobby Williams found and assisted Deer Park Life Squad with a female heat stroke victim on upper walking track.
- Tony Chesney, Jim Swader, and Bobby Williams worked on the Quint 4 on Halloween.
- All members went to ESP Media for Department photos.

Residential Services

Last month's brush collection totals on the Manager's Report were incorrect. Please see the corrected totals below along with October's numbers.

Correction for September Totals:

Crews utilized 110.5 man hours and generated 198.5 cubic yards of wood chips, logs and other debris, and picked up 6 dead animals, 1 of which was a deer. Maintenance Department Crews delivered 19 cubic yards of wood chips generated by brush chipping to Village residents.

October Brush Collection

The Maintenance Department will continue to collect brush and logs during “Brush Lite.” The primary focus will be on leaf collection, but brush will continue to be collected. Many residents have traditionally continued to place brush out during leaf collection, which either piles up or is strewn about by wind storms. This year, Brush Lite was instituted to allow collection of several light brush routes on a single day during regular leaf collection. Crews cannot guarantee the equivalent of regular brush pickup during the Brush Lite program, so it is possible for residential brush piles could sit by the curb for week or so.

October crews utilized 80.5 man hours and generated 95.5 cubic yards of wood chips, logs, and other debris. Crews also picked up 8 dead animals, 4 of which were deer.

Bulk Leaf Collection

Leaf collection services began for residents on October 14. The crews collected 8.5 loads totaling 160 cubic yards of leaves, and used 158 man hours for the month of October.

Police Activity

During the month of October the Police Department received 656 calls for service. There were 75 citations issued for Mayor’s Court last month; 27 were for Municipal Court and 1 was for Juvenile Court. Vehicle accidents totaled 11 (2 claims were reported for personal injury) during the month. Minor misdemeanor citations resulted in 9 drug offenses and 2 open containers, 1 falsification and 1 soliciting. K-9 activity included 5 assisting other departments, 7 drug sniffs, and 1 other to include training.

Fire Activity

During the month of October, there were 54 reports taken by the Fire Department. Of the 54 reports, the department responded to hazardous conditions, power lines down, service calls, fire training, lifting assistance, smoke investigation, smoke detector, fire alarms, and fire drills.

Village Manager's Office**Meetings**

Wes Brown, Tony Chesney and I met with resident Don Hordes regarding a storm water complaint.

Elida Kamine, Mayor Muething and I met with Dr. Robert and Sylvia Maltz regarding concerns about how a complaint was handled.

The Public Buildings and Parks Committee met to continue discussion about dogs under control at Amberley Green and consideration of fees for non-residents at Amberley Green.

Amberley Village hosted and I attended an electricity consortium planning meeting with the

Center for Local Government for municipal facilities.

I met with TJ White of the CLG regarding a traffic calming library initiative.

I attended the International City County Management Association (ICMA) Conference from October 19 - 23 held in Nashville.

I attended the October 29 Investment Committee meeting to discuss the annual investment portfolio.

I met with the Finance Committee on October 29 to review September financials, re-appropriations and the cell tower lease extension.

The Village hosted and I attended the electric aggregation consortium for communities renewing our electric aggregation program.

Mayor Muething and I met with resident Jeff Bickel.

The Port hosted Bruce Katz, an author, formerly with the Brookings Institute and now Director of the Nowak Metro Finance Lab at Drexel University which seeks to find multi-sectoral ways to finance the inclusive city through new instruments, intermediaries and institutions. I was invited to join with folks from REDI, Duke Energy, HCDC, Patient Capital Investors Bobby Fisher and Kevin Jones, a mix of Economic Development colleagues and industrial brokers from Colliers to hear Bruce's assessment of the Cincinnati area after he visited 2100 Section Road and some other sites.

Wes Brown and I met with Bryan Snyder regarding zoning text for Amberley Green.

The Land Development Committee met on November 8 to consider selling a 2 acre parcel at the North Site.

Staff meetings were held with topics including: council action, committee and agenda items, E-News, personnel, driving simulator event, better communication, Payday News items and the 2020 Budget.

Update on Electric Aggregation Program

In September, Council approved Resolution 2019-26 authorizing me to enter into an agreement for the purchase of electricity for our residents enrolled in the Village aggregation program. Council stipulations were for a 12-36 month period and as long as the rate was lower than our current aggregation program, which is \$0.0527/kWh. After a RFP was issued by Affordable Gas + Electric (AGE), and the collaborative communities conferred, a rate of \$0.04829/kWh from Constellation Electric was approved as the new rate with the August 2020 meter readings.

To put this in perspective, the average resident in our program uses 10,000 kWh's annually. The new lower rate will amount to an additional savings of about \$44 per year, which is the difference between the current rate and the newly contracted rate. The savings for our

residents in the aggregation program is even greater when compared to Duke's utility rate; Duke's price currently is \$0.0568/kWh for our residents who are not in the Village aggregation program. When comparing Duke's rate to the new Village rate with Constellation, the savings comes out to \$85 per year for the average resident.

The switch to Constellation will require notification to residents since our program is an opt-out program. This will all occur next year as we embark on the next electric aggregation savings program for our residents.

Update on Natural Gas Aggregation Program

In April, I made Council aware that working through Affordable Gas + Electric (AGE) and since we were primarily out of the winter heating season, the decision was made to lock the rate for the gas aggregation program at \$0.3937/Ccf for the months of April through October. Last month, the decision was made to lock our natural gas rate of \$0.3550/Ccf for the remainder of the term which is November 1, 2019 through October 31, 2020.

The gas rate of \$0.3550/Ccf represents an average savings of \$96 compared to what residents paid last year under the aggregation program, which did not have a set fixed rate for the entire term. The savings compared to Duke on the gas are not known because it isn't known what Duke's price will be this winter when gas usage is at its most. The first 6 months of 2019, Duke's rate averaged \$3.71/Ccf where our aggregation rates averaged \$4.26/Ccf. If those hold steady, the Village will be showing minimal savings on the gas side with the new rate. However since Duke does not have a fixed rate for natural gas, the expectation is that their rates will increase as the gas market price increases during the winter months because of higher demand. The anticipated cold through November should accelerate winter market prices increasing sooner than usual which bodes well for the Village. Our rate is already fixed for the entirety of winter and we should see some significant savings as a result.

OVI Task Force Recognition

Amberley Village was recently named a Gold Member Agency by the Hamilton County OVI Task Force for its commitment to keeping impaired drivers off the street. In addition to this designation, Sgt. Brandon Gehring was recognized for the most OVIs for the third year in a row.

Swearing in of Auxiliary Officers

Three new auxiliary officers were hired to assist primarily in off-duty details. The three officers are Bobby Ward, Tom Williams and Patrick Evans and were sworn in to perform their duties.

Leaf Collection/Brush Lite Program

Leaf Collection services began for residents on October 15. The Maintenance Department has been picking up leaves and will do so through December 27. Black and white advisory signs, which will be posted at the entrance to neighborhoods in advance of the crews, projecting the estimated day of collection in the neighborhood, will begin appearing as the Village is now entering the time when leaf collection is at its peak so delays can be expected.

The Village also kicked off our new Brush Lite program this year. As you are aware, the past several years, the Village has temporarily suspended the collection of brush during leaf

collection due to limited staffing. While staffing hasn't changed, the Village wants to provide a "light brush" pick up during leaf collection. This means the Maintenance Department will focus largely on leaf collection but in those times when leaf routes have been completed, the Maintenance Department will collect light bundles of brush as time allows. The Brush Lite program will occur through our leaf season to allow for this transitional variance in seasons. And since the same crews manage both leaf and brush collection, Brush Lite will be based on need, with a priority on leaf collection.

For residents needing to dispose of significant brush during Brush Lite, Rumpke allows residents to place brush with their trash, as long as it is bundled and cut into four-foot lengths or cut the brush and place it into a garbage can or yard waste bag for collection.

National Drug Takeback Day

Amberley Village collected 28 pounds of pills between the hours of 10 and 2 p.m. on National Drug Takeback Day, which was held October 26. This represents four pounds more pills than were collected at last October's event. National Drug Takeback Days are always a great opportunity to promote that our Police-Fire Department accepts unwanted prescriptions 24/7 throughout the year.

Administrative Assistant Carolyn Wallis



The vacant Administrative Assistant position has been filled in the Village Manager's Office. Carolyn Wallis has been hired as our new part-time Administrative Assistant to replace Jan Schneider, who was hired as an interim Administrative Assistant when Anna Shaw resigned. Jan will train Carolyn then return to her retired life.

Carolyn has worked 30 years for Hamilton County and recently retired from the County's Human Resources Department as their Program Compliance Administrator. Carolyn, who has a wealth of experience, lives in Deer Park, and wants to continue serving the public while still allowing time to enjoy her retirement in a scaled back position.

Prior to working for Hamilton County, Carolyn started out dispatching for the City of Blue Ash and obtained her associate's and bachelor's degree from the University of Cincinnati in Human Resources Management.

Carolyn's first day on the job was Monday, November 4.

Staff Training

Kathy Harcourt and Tony Chesney attended Live Stream Training for ADA and FMLA compliance on October 24.

Walking Track Repairs

Maintenance has placed temporary orange and black construction signs on the walking track this week. Friday, November 8, Ewers (our contractor) will begin saw cutting the asphalt on the walking track. This is in preparation for the removal of the cracked, humped or loose asphalt that will be removed and paved at a later date. Only parts of the track where Ewers will be working will be closed. The paving date has not been scheduled yet and after all the paving happens, the entire track will be seal coated in the spring like the parking lots.

Miscellaneous

Employee photos were updated via ESP media and a new video was developed to promote the Village Tax Drop Box.

One of the wellness requirements for Amberley Village employees on the Village health care plan is to obtain a physical, complete a health care questionnaire and participate in biometric screening. I'm proud to report that our employees achieved 100% compliance as of the October 31 deadline. Congratulations to our employees for this accomplishment and ongoing commitment to wellness.

The Fall print newsletter was received in mailboxes the week of October 21 and included articles about Amberley Green developments, Voting Districts, Did You Know, K9 National Certification, Contaminated Recycling, Updating Household Information for Police and Stay Informed.

The monthly Village E-News underwent a redesign which was received well by residents, many of whom responded via e-mail immediately after receiving it.

Progress is underway for two promotional videos for the Village; one to promote business development and the other for potential residents. Sleek new panoramic, video and 360 shots were taken by a professional drone pilot to integrate into the video, as well as for inclusion on our website and social media posts. Some of these have already been integrated into social media and digital projects. Look for updates as we move forward with a marketing focus.

Treasurer Rick Kay will not be in attendance at Monday's meeting.

The Police-Fire Department hosted the Norwood Health Department on October 22 from 1 - 3 p.m. to administer free flu shots to all employees interested in being vaccinated.

Administration staff and leadership met to discuss the arrival of Carolyn Wallis as our new Administrative Assistant, and how we can best both welcome and utilize her as part of our team.

I have communicated with residents regarding Duke Energy, storm water, permit requirements, JCC's proposed use for part of Amberley Green and street conditions.

If you would like additional information or have questions, feel free to contact me.

Scot F. Lahrmer
Village Manager