



COUNCIL MEETING AGENDA
August 10, 2020 at 6:30 PM

ROLL CALL

PLEDGE OF ALLEGIANCE

MINUTES

1. Regular Council Meeting of July 13, 2020

FINANCE REPORT

1. Month of June 2020

CITIZENS TO SPEAK

1. Ms. Renee Lemberg, 7400 Fair Oaks Drive, Topic: *Follow Up to July Council Meeting*
2. Dr. Bradley Lemberg, 7400 Fair Oaks Drive, Topic: *Follow Up to July Council Meeting*
3. Mr. Steve Cushard, 3205 N. Whitetree Circle, Topic: *Amberley Green Zoning Text Changes*
4. Mr. A.D. Motzen, 2179 Blue Grass Lane, Topic: *Follow Up to June/July Council Meetings*
5. Ms. Larisa M. Vaysman, 7435 Fair Oaks Drive, Topic: *Follow Up to June/July Council Meetings*

HUMAN RIGHTS COMMISSION

1. Ms. Nancy Warren, *Ground Rules for Respectful Discourse*

COMMITTEE REPORTS:

LAW COMMITTEE

1. Ordinance 2020-12, Appointing Andrew Kaake as the Solicitor for the Village and Declaring an Emergency

FINANCE COMMITTEE

1. Ordinance 2020-13, Appropriating Funds from the CARES Act

PUBLIC BUILDINGS & PARKS COMMITTEE

1. Resolution 2020-24, Authorizing the Village Manager to Contract for Replacement Compressor for the Municipal Building
2. Resolution 2020-25, Amberley Village Tennis Court Lease to Mount Notre Dame High School

MANAGER'S REPORT

1. Village Manager's Report

CHIEF'S REPORT

MAYOR'S REPORT

NEW BUSINESS

ADJOURNMENT

**MINUTES OF THE REGULAR MEETING
AMBERLEY VILLAGE COUNCIL
MONDAY, JULY 13, 2020**

The Council of Amberley Village, Ohio met in regular session at the Amberley Village Municipal Building, 7149 Ridge Road, on Monday, July 13, 2020 at 6:30 p.m. Mayor Muething called the meeting to order. The following roll call was taken:

PRESENT

Peg Conway
Ed Hattenbach
Elida Kamine
Thomas C. Muething
Ray Warren (via Zoom)
Natalie Wolf

ALSO PRESENT

Scot Lahrmer, Village Manager
Chief Richard Wallace, Police/Fire
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, and went through protocols for both in-person and phone-in speakers. He led those in attendance through the Pledge of Allegiance.

MINUTES

Mayor Muething asked if there were any changes to the minutes of the Regular Council Meeting of June 8, 2020 as distributed. Council member Warren stated while he had no corrections to the minutes, he wished to respond to testimony from last month's meeting given by Ms. Renee Lemberg of 7400 Fair Oaks Drive (see attached).

Dr. Brad Lemberg of 7400 Fair Oaks Drive stated he felt Mr. Warren's comments were inappropriate for an elected official, and said he took offense to his statements.

There being no changes to the minutes, Mayor Muething stated the minutes were approved as distributed.

FINANCE REPORT

Village Manager Scot Lahrmer reviewed both the UAN Report and the May Finance Report, and stated earning tax collections for the month of May were approximately \$150,817, or a 42.55% increase over May of 2019's collection of \$105,801. However, this is skewed due to the tax collection date being moved from April 15 to July 15.

Mr. Lahrmer stated Village expenses for May totaled \$378,436. Year to date expenditures as of May 31, 2020 totaled \$2 million, leaving an unencumbered balance for the year at the end of May of just under \$5 million.

Mayor Muething asked how tax returns were looking with taxes due Wednesday. Mr. Lahrmer stated returns were looking better than anticipated.

PUBLIC HEARING

Mayor Muething continued the public hearing of Property Maintenance Ordinances 2020-6, 2020-7 and 2020-8, which he said were carried over from the agenda dating July 13, 2020. He then reopened the public hearing regarding proposed property maintenance code changes as described in Ordinances 2020-6, 2020-7 and 2020-8 at 6:42 p.m.

Ms. Renee Lemberg of 7400 Fair Oaks Drive was present in chambers, and stated she felt the comments made earlier about her were inflammatory. She said she was being respectful in her statements at the last meeting by not identifying residents by name.

Mr. Bob Roth of 8068 Sagamore Drive, a 20-year resident, stated he felt the code unduly impacts the older section of the Village, where he lives. He said his neighborhood was comprised of ½ acre lots. He requested a relaxation of height for fences and hedges, as they provide privacy in the back yard.

Mayor Muething stated Council would go through the public hearing before responding

Ms. Larissa Vaysman of 7435 Fair Oaks Drive participated by phone to say she felt the code should be used primarily for the greater good, including essential areas of safety, hygiene and health, and as necessary to maintain property values. She said she felt the code should not be used as a vehicle for establishing markers for upper-class status, such as certain types of fencing and above vs. in-ground pools, and opposed the proposed bans.

Dr. Brad Lemberg of 7400 Fair Oaks Drive stated he wished to address power outages due to downed trees and lines, and said there were trees along the power lines that were not properly maintained by residents. He said he wanted the Village to address the issue of dead tree limbs near power lines.

Ms. Lemberg of 7400 Fair Oaks Drive stated there was a dead tree on her street where a large limb fell, and she was concerned it could have injured someone and asked who she should contact. Mayor Muething stated she should direct her concerns to the Village Administration for follow-up.

There being no other residents who wished to speak, Mayor Muething closed the public hearing at 7:05 p.m.

DISCUSSION OF COUNCIL

Mayor Muething then opened the floor for discussion among the council members, and stated each ordinance would be considered in order, beginning with Ordinance 2020-6. He asked if any council members had comments. Mayor Muething said discussion would be held first, and each council member would be given an opportunity to propose

an amendment. If seconded and approved, the proposed amendment would then become part of the ordinance.

Mr. Bardach referenced chain link fence, stating he couldn't oppose it as he has a large chain link fence at his home. He suggested vinyl-coated chain link fence should be permitted.

Ms. Wolf stated she was the only person who actually lives in a planned unit development, and therefore is sympathetic to those who live outside Rollman Estates who feel the Village is getting too restrictive. She stated she would like to ease the restrictions being proposed on hedges, and would like them allowed in backyards and side yards if properly maintained.

Ms. Conway said she was unaware there was a proposal to limit hedges, and asked for clarification on the rationale. Ms. Kamine asked for confirmation that council could refer the issue of hedges to the Law Committee as a new topic.

Mr. Lahrmer said nothing regarding hedges was currently in the proposed changes to the code, and clarified that the language currently limits hedges in the front yard to 2½ feet. He stated he suspected the original purpose was to preserve views, and the regulation had been in the code for many years.

Ms. Conway referred Mr. Lahrmer to Section 154.14 (A), where the code states that hedges are restricted to 4½ feet in a side or rear yard, and said it should be revisited. Ms. Kamine clarified that anyone wishing to install anything being excluded by the code could apply for a variance.

REOPENING OF PUBLIC HEARING

Mayor Muething reopened the public hearing at 7:19 p.m. to allow Mr. Heigh Shlomo Zalman of 2188 Bluegrass Lane to share his thoughts on the proposed property maintenance ordinances. Mr. Zalman asked why there had not been a ballot vote. Mayor Muething responded that council had been working on the proposed property maintenance changes since 2017, which were based on previous complaints. He said there had been numerous public meetings, as well as articles in the newsletter and E-News, and multiple opportunities for feedback were provided.

Mr. Zalman stated he had no further questions, and Mayor Muething reclosed the public hearing at 7:22 p.m.

DISCUSSION OF COUNCIL

Mr. Warren stated he felt privacy fencing and hedges on properties ½ acre or less should be referred to the Law Committee for resident feedback.

Ms. Kamine moved to refer the issue of privacy hedges to the Law Committee, which was seconded by Mr. Hattenbach, and the motion passed unanimously.

Mayor Muething asked for discussion on the chain link fence portion of the ordinance. Mr. Bardach moved that the ordinance allow for vinyl-coated chain link fence, which was seconded by Ms. Conway. The roll call showed the following vote:

Aye: Bardach, Conway, Hattenbach, Kamine, Muething, Warren, Wolf (7)
Nay: (0)

Mr. Warren stated he opposed restricting garden fencing visible from the street. He said he had photos demonstrating the beauty of such garden fencing, and felt this was unfair to those with corner lots. He requested the ordinance be amended to allow vegetable and garden fencing if it is placed in the rear of the home.

Mr. Lahrmer stated Section 154.14(A)(2) refers only to fences and not gardens. He said if someone wanted to exceed the allowable size of the fence, the garden could occupy space outside the fence. Mr. Lahrmer said the proposed restriction from being able to be seen from the street only applies to fences six feet in height.

Ms. Wolf stated she was in support of Mr. Warren's request to change the language to allow fencing to be able to be seen from the street. Ms. Conway and Ms. Kamine agreed. Mayor Muething stated the motion could be to place a period after the phrase "agricultural purposes," striking the language restricting visibility from the street.

Ms. Wolf said a resident had sent a letter regarding garden size, and asked if a resident could potentially have more than one vegetable garden on a property. Mr. Lahrmer stated the language outlines an enclosed space shall not exceed 400 square feet, so multiple gardens are plausible.

Mr. Lahrmer stated he had communicated with Mr. Robert Coil of 7100 Aracoma Drive, the resident who wrote regarding garden size. He said he was able to clarify the proposed ordinance with Mr. Coil, who now better understood and was satisfied with the response.

Ms. Wolf moved to amend Ordinance 2020-6 by adding a period after "agricultural purposes" in Section 154.14 (A)(2), and to strike the language restricting fences visible from the street. The motion was seconded by Mr. Hattenbach and the roll call showed the following vote:

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

Ms. Kamine moved to approve Ordinance 2020-6 as amended to allow vinyl-coated chain link fence, and to strike the restriction on fences visible from the street. Seconded by Ms. Conway, the roll call showed the following vote:

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

Mayor Muething stated the ordinance would go into effect in 45 days.

Mayor Muething then introduced Ordinance 2020-7 and stated the main issue of discussion with this ordinance had been regarding above ground pools. He asked if anyone was aware of any other issues.

There being no additional topics for discussion, Mayor Muething called for comments regarding above ground pools. Ms. Conway expressed concerns regarding limiting recreational options during a pandemic, as well as her understanding that banning above ground pools is unusual.

Ms. Kamine stated she had spoken to numerous residents who were strongly in support of the restriction on above ground pools in Amberley Village. She raised the issue of a temporary pool structure that provides a cost effective alternative. She also stated communities with a similar restriction are very similar to ours. She said the real estate community suggests there can be a negative impact on property values, and felt above ground pools carry a negative aesthetic that doesn't fit with the Village standards.

Ms. Kamine asked for clarification from Mr. Lahrmer or Mr. McDonough that the ordinance does not address temporary rubber pools. Mr. McDonough said the ordinance only addressed permanent structures, and not blow-up rubber pools.

Ms. Kamine also pointed out that homeowners still desirous of an above ground pool had the option of applying for a variance.

Mayor Muething stated if an above ground pool is properly maintained, it shouldn't impact property values. He also stated there hadn't been a ban in 80 years, and didn't understand why the sudden concern with above ground pools. He said the ordinance could potentially take away homeowners' property rights.

Ms. Kamine stated the current code is not consistent with language that restricts visibility from the street, and that much of the code is based on aesthetic judgement, supporting the ordinance as drafted. She said she was at least looking for some restrictions on above ground pools.

Ms. Conway asked if there was a full ban on above ground pools, if a variance request was even an option. Mr. Lahrmer stated Ordinance 2020-7, Section 98.01 allows for a variance for an above ground pool to be sought from the Board of Zoning Appeals.

Ms. Conway asked what parameters were used by the Board of Zoning Appeals. Mr. Lahrmer said there needed to be a hardship demonstrated to allow the Board to approve an above ground pool. Mr. Warren asked if a hardship included financial inability to install an in ground pool, to which Mr. Lahrmer stated it does not.

Ms. Wolf moved to change the language to restrict above ground pool visibility from the street. Mr. Warren seconded the motion.

Ms. Wolf said she was uncomfortable with a family having to ask the BZA for approval on an above ground pool without them being able to state financial hardship. She felt requiring decking was problematic.

Ms. Conway stated she was not supportive of the amendment given the length of time the language had been worked on, and concerns with lack of resident feedback on the temporary pool issue.

Mayor Muething said it had been moved and seconded to allow above ground pools, provided they were not visible from the street. The roll call showed the following vote:

AYE:	Muething, Warren, Wolf	(3)
NAY:	Bardach, Conway, Hattenbach, Kamine	(4)

Mayor Muething said as the motion did not pass, the options were to vote on the ordinance as is, or vote next time pending amended language.

Mr. Warren stated the complaints received regarding above ground pools had to do with nuisance and maintenance and this ordinance would not address these issues. He said there is no documented safety risk or impact on property values, and felt this proposed ban was prejudicial against families, smaller property owners and those who could not afford an above ground pool.

Mr. Bardach made a motion to pass Ordinance 2020-7 as drafted, which was seconded by Ms. Conway. The following roll call vote was taken:

AYE:	Bardach, Conway, Hattenbach, Kamine	(4)
NAY:	Muething, Warren, Wolf	(3)

Mayor Muething stated the ordinance passed as drafted. He then presented Ordinance 2020-8, regarding property maintenance changes. He asked for discussion from council. There being none, Mr. Bardach moved to pass Ordinance 2020-8, which was seconded by Mr. Hattenbach and the roll call showed the following vote:

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

FINANCE COMMITTEE

Mr. Hattenbach stated the committee had discussed the establishment of two funds for the purpose of disbursing public dollars allocated to Amberley Village as a result of the pandemic. He introduced and read Resolution 2020-21, Establishing #2081 Equitable

Sharing Fund and #2151 Local Coronavirus Relief Fund. Seconded by Ms. Conway, the motion passed unanimously.

STREETS, PUBLIC UTILITIES & SEWERS COMMITTEE

Mr. Warren stated the committee had met to discuss the gas aggregation program. He introduced and read Resolution 2020-22, Authorizing the Village Manager to Enter into an Agreement for the Purchase of Natural Gas for Amberley Village's Natural Gas Aggregation Program. Seconded by Mr. Hattenbach, the motion passed unanimously.

MANAGER'S REPORT

Mr. Lahrmer stated Resolution 2020-23 was before council to confirm compliance with the federal government guidelines for expenditure of The Coronavirus Aid, Relief, and Economic Security (CARES) Act Funds. He said it was necessary to put stipulations in place to utilize the funds. Moved by Mr. Hattenbach and seconded by Ms. Kamine, the resolution passed unanimously.

Mr. Lahrmer said the \$14,000 walking track project that council had approved last year was completed earlier this month, and the \$18,000 tennis court contract had been completed with the exception of part of the fence. He stated two of the courts had also been striped for pickleball.

Mr. Lahrmer reported viewing statistics on the three videos produced by staff regarding the proposed language for Amberley Green development. He said the Planning Commission will resume discussion regarding Amberley Green zoning text in its next meeting, and anticipated referral to council in September or October.

Mr. Lahrmer also announced the annual Ice Cream Social would be cancelled due to the coronavirus.

Finally, he stated notification had been sent to residents regarding the electric aggregation program. He said residents need do nothing to remain a part of the program, and could direct questions to the administration.

Mr. Warren asked if there would be insurance funds remaining from the tennis court project to remove potentially dangerous trees. Mr. Lahrmer stated there would be an additional phase to the tennis courts forthcoming. Mayor Muething said the trees were inspected and deemed healthy, with the exception of possibly one.

Ms. Kamine thanked staff and the Village Manager for the quality of the communications being put out into the community.

MAYOR'S REPORT

Mayor Muething stated there had been a meeting of the Tax Incentive Review Committee of Hamilton County, which addressed a tax abatement project at Topicx. He read a congratulatory letter from the Committee regarding the success of the Topicx project, and stated he planned to send a letter to Topicx highlighting this success.

He said the Environmental Stewardship Committee, which hasn't met in quite some time, would be hosting a Zoom meeting to discuss a number of items, including next steps and some tree issues. He also said the One Stop Drop would be under discussion. He said he believed Cohen was accepting items at their drop-off location, but there was hesitation under the current circumstances of the pandemic to coordinate a local event.

NEW BUSINESS

Ms. Conway thanked Mr. Lahrmer and Ms. Reasoner for their efforts in making the technology work for the hybrid council meeting format. Mr. Warren thanked Ms. Conway for her comments, and said the meeting technology had improved. He requested that everyone speak more directly into the microphones, but overall the meeting went very well.

There being no further business, Mayor Muething adjourned the meeting of Amberley Village Council at 8:01 p.m.

Tammy Reasoner, Clerk of Council

Thomas C. Muething, Mayor

I am commenting on Ms. Rene Lemberg's comments at last council's meeting. Due to technical difficulties I wasn't able to comment in real time. I will do so now. There was language used that I found personally offensive and full of untruths. Ms. Lemberg complained that Blue Grass is an embarrassment. She referred to toys, play equipment on the front yards. She referred to mattresses on the front yards. What kind of mattresses? Bed mattresses? And, where was her evidence? Did she show pictures? Or, was this about innuendo? The next morning after Council's meeting and a week later I walked over to Blue Grass. Other than a playground set at a corner lot, I saw no play equipment on the front lawns. I saw lawn chairs and lawn benches, some with accompanying pads-no mattresses. All legal. I saw mowed lawns and flower gardens. I have images to share now, to prove this.

Images of Bluegrass

And what if there had been play equipment on the front lawn past the 72 hour limit? I believe Ms. Lemberg mentioned that she is an empty nester, she has no children living at home. Maybe she hasn't kept up with the Covid 19 crisis in our midst. Or, perhaps maybe she doesn't care or is aware that since mid-March all schools and day care centers and playgrounds have been closed, that is until very recently and with considerable safety precautions. What are families supposed to do with their children during this exceptional period? Children need a safe place to play and get exercise. I think our Village can and should accommodate a certain lapse of play equipment requirements during this time. But, if we're going to enforce this 72 hr rule it should be spread equally across our entire village. There should be no racial disparity. And I have pictures of other parts of the village to prove what I am saying.

Images of play equipment

Ms. Lemberg referred to residents on Blue Grass who wish to move but can't because of so called sinking property values. This is another falsehood and offensive comment particularly to the Orthodox Jewish community. I know many residents of Blue Grass. It is a very desirable street. Housing prices have risen faster than most areas of AV.

Rather than refer to specific individuals, she referred to 'they' which I assume is short for 'those people'. I would like to ask Ms. Lemberg, who are 'they'? I felt that Ms. Lemberg was referring to people like me who wear a skullcap or head covering, or are associated with Orthodox Jewish community.

I ask Council, that in the future when any resident comes to our home and refers to any class of people as 'they' or 'them', or 'those people', like Jews or Moslems, or African Americans or Hispanics, or LGBTQ, that resident be immediately excused and referred to our newly constituted human rights commission.

TO: Village Council

FROM: Scot F. Lahrmer, Village Manager

DATE: August 5, 2020

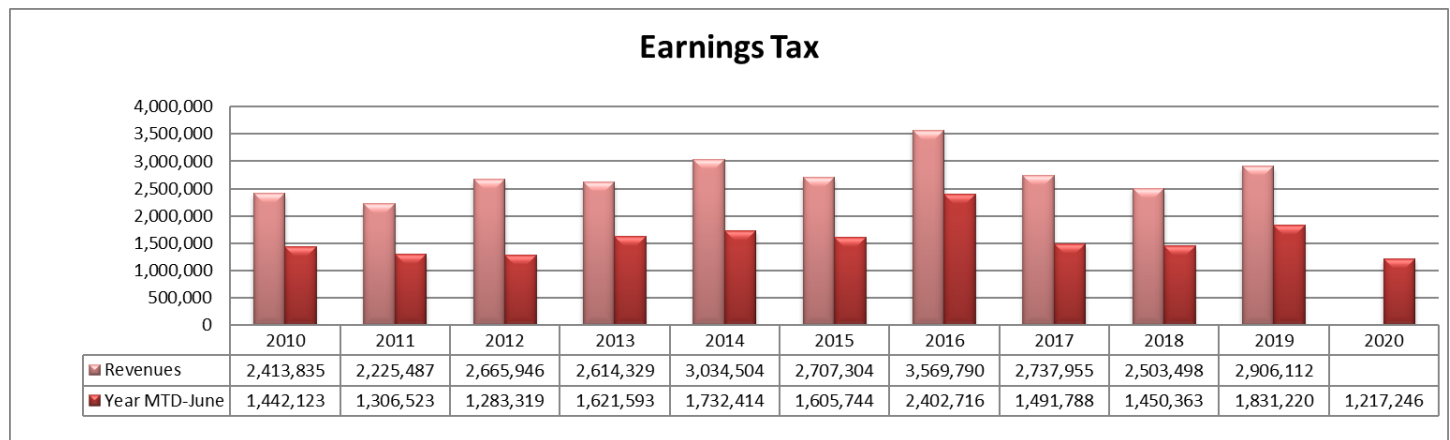
RE: Finance Report for June 2020

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 June totaled \$234,647. This is down 10.65% from June 2019's collection of \$262,604. The earnings tax collection estimate for 2020 is \$3,000,000. Earnings tax continues to be the Village's primary revenue source. This chart shows how the earnings tax has tracked since 2010 and also reflects the amount collected year to date for each of the last 10 years.

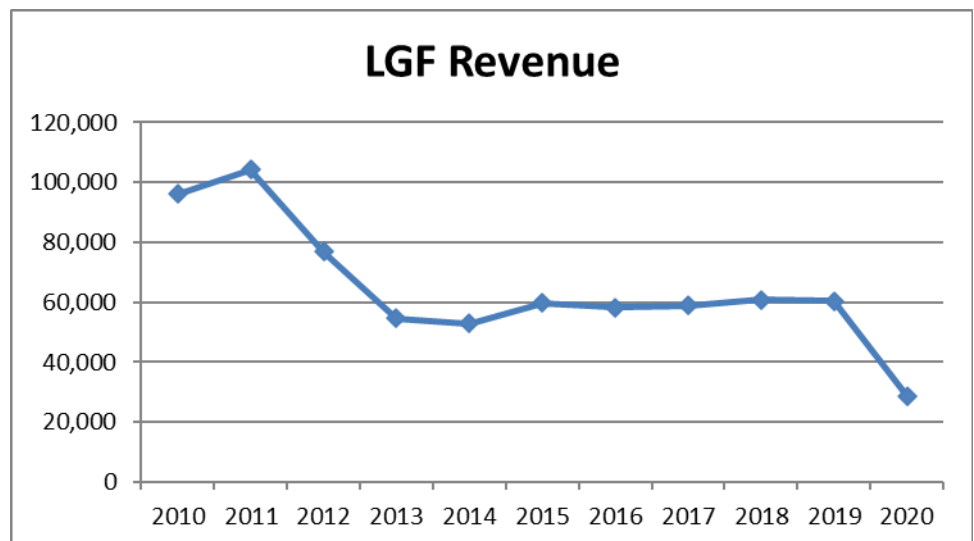


Property Tax

The Village received no real estate property tax in the month of June.

Local Government Fund

The Local Government Fund netted \$4,899 for June. The graph highlights the LGF Revenue for the years 2010-June 2020. The projection for 2020 is \$64,118.



General Fund Summary

Revenue for the month of June totaled \$434,843

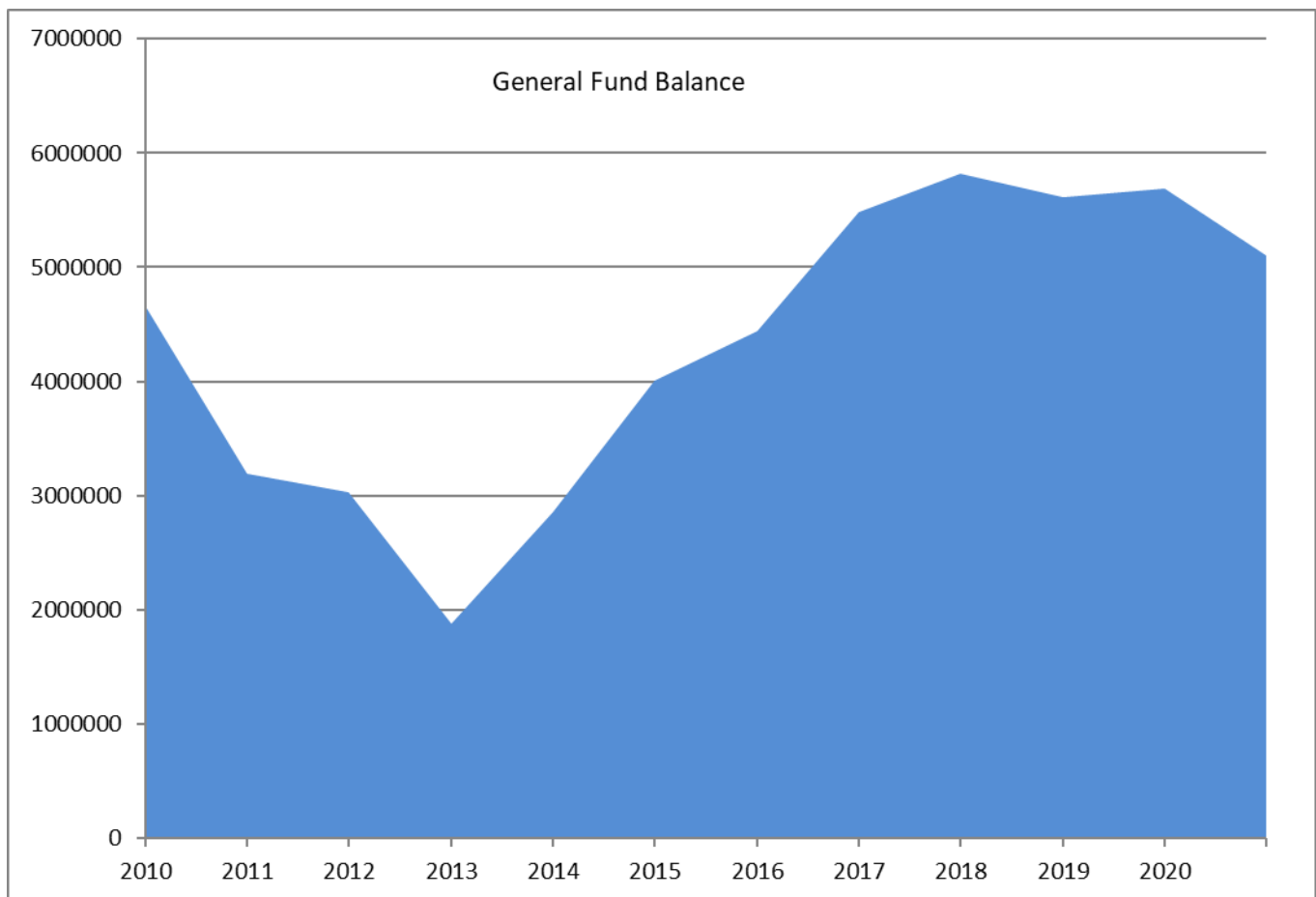
2020 Earnings Tax Estimate:	\$3,000,000	
Earnings Tax Collected (as of 6/30/20)	\$ 1,217,249	40.575% collected

2020 Revenue Estimate:	\$5,621,752	
Revenue Collected (as of 6/30/20)	\$2,597,872	46.211% collected

Expenses for June totaled:	\$ 456,457
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2020 Budget:	\$5,647,500	
Expenditures (as of 6/30/20)	\$2,491,965	43.53% spent

The unencumbered General Fund balance as of the end of June is \$5,103,565.



If you have any questions, please let me know.

Revenue Status

UAN v2020.3

By Fund Then Revenue

As Of 6/30/2020

Fund: 1000 General

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
1000-110-0000	General Property Tax - Real Estate	\$1,014,715.00	\$560,756.27	\$453,958.73	55.262%
1000-120-0000	Tangible Personal Property Tax	\$0.00	\$0.00	\$0.00	0.000%
1000-130-0000	Municipal Income Tax	\$3,000,000.00	\$1,217,249.95	\$1,782,750.05	40.575%
	Property and Other Local Taxes Sub-Total:	\$4,014,715.00	\$1,778,006.22	\$2,236,708.78	44.287%
1000-211-0000	Local Government Distribution	\$64,118.41	\$28,817.47	\$35,300.94	44.944%
1000-224-0000	Liquor and Beer Permit Fees	\$1,500.00	\$0.00	\$1,500.00	0.000%
1000-231-0000	Property Tax Allocation	\$157,115.00	\$78,258.95	\$78,856.05	49.810%
1000-290-0000	Other - State Shared Taxes and Permits	\$15,000.00	\$5,855.02	\$9,144.98	39.033%
1000-290-0011	Other - State Shared Taxes and Permits{JEDZ}	\$120,000.00	\$60,481.92	\$59,518.08	50.402%
	State Shared Taxes and Permits Sub-Total:	\$357,733.41	\$173,413.36	\$184,320.05	48.476%
1000-390-0000	Other - Special Assessments	\$0.00	\$0.00	\$0.00	0.000%
1000-390-0071	Other - Special Assessments{Property Maintenance}	\$0.00	\$1,679.36	-\$1,679.36	0.000%
	Special Assessments Sub-Total:	\$0.00	\$1,679.36	-\$1,679.36	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}	\$11,000.00	\$19,267.40	-\$8,267.40	175.158%
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	\$0.00	\$0.00	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)	\$43,200.00	\$43,200.00	\$0.00	100.000%
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	\$13,000.00	\$14,188.67	-\$1,188.67	109.144%
1000-490-0015	Other - Intergovernmental{HTF COMMANDER}	\$113,000.00	\$19,044.32	\$93,955.68	16.853%
1000-490-0017	Other - Intergovernmental{HC REA DISTRIBUTION}	\$0.00	\$0.00	\$0.00	0.000%
	Intergovernmental Sub-Total:	\$180,200.00	\$95,700.39	\$84,499.61	53.108%
1000-512-0000	Contracts for Police Protection	\$8,500.00	\$5,062.82	\$3,437.18	59.563%
1000-514-0000	Garbage and Trash	\$226,000.00	\$116,793.38	\$109,206.62	51.678%

Revenue Status
By Fund Then Revenue
As Of 6/30/2020

UAN v2020.3

Fund: 1000 General

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
1000-523-0000	Recreation Entry Fees	\$1,800.00	\$563.00	\$1,237.00	31.278%
1000-529-0000	Other - Cultural and Recreational Programs	\$1,800.00	\$700.00	\$1,100.00	38.889%
1000-541-0000	Consumer Rent	\$220,000.00	\$184,275.46	\$35,724.54	83.762%
1000-541-0025	Consumer Rent{Mercy Land Lease}	\$12,500.00	\$0.00	\$12,500.00	0.000%
1000-541-0035	Consumer Rent{COMMUNITY ROOM}	\$0.00	\$0.00	\$0.00	0.000%
1000-590-0000	Other - Charges for Services	\$3,000.00	\$73.00	\$2,927.00	2.433%
	Charges for Services Sub-Total:	\$473,600.00	\$307,467.66	\$166,132.34	64.921%
1000-612-0000	Court Fines	\$70,000.00	\$23,644.00	\$46,356.00	33.777%
1000-612-0051	Court Fines{MAYOR'S COURT CREDIT CARD FEES}	\$700.00	\$249.00	\$451.00	35.571%
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	\$59,000.00	\$29,844.85	\$29,155.15	50.584%
1000-629-0000	Other - Licenses and Permits	\$55,000.00	\$28,375.00	\$26,625.00	51.591%
1000-629-0027	Other - Licenses and Permits{CELLULAR UNITS-ALARMS}	\$4,000.00	\$1,697.00	\$2,303.00	42.425%
1000-690-0000	Other - Fines, Licenses and Permits	\$0.00	\$0.00	\$0.00	0.000%
	Fines, Licenses and Permits Sub-Total:	\$188,700.00	\$83,809.85	\$104,890.15	44.414%
1000-701-0000	Interest	\$120,000.00	\$68,944.25	\$51,055.75	57.454%
	Earnings on Investments Sub-Total:	\$120,000.00	\$68,944.25	\$51,055.75	57.454%
1000-820-0000	Contributions and Donations	\$0.00	\$710.00	-\$710.00	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	\$0.00	\$8,000.00	0.000%
1000-820-0041	Contributions and Donations{K-9}	\$0.00	\$125.00	-\$125.00	0.000%
1000-892-0000	Other - Miscellaneous Non-Operating	\$3,000.00	\$85,962.16	-\$82,962.16	2865.405%
	Miscellaneous Sub-Total:	\$11,000.00	\$86,797.16	-\$75,797.16	789.065%
1000-931-0000	Transfers - In	\$0.00	\$0.00	\$0.00	0.000%
1000-961-0000	Sale of Fixed Assets	\$275,804.00	\$2,054.40	\$273,749.60	0.745%
1000-981-0000	Special Items	\$0.00	\$0.00	\$0.00	0.000%

Revenue Status
By Fund Then Revenue
As Of 6/30/2020

UAN v2020.3

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:		\$275,804.00	\$2,054.40	\$273,749.60	0.745%
Fund 1000 Sub-Total:		\$5,621,752.41	\$2,597,872.65	\$3,023,879.76	46.211%
Report Total:		\$5,621,752.41	\$2,597,872.65	\$3,023,879.76	46.211%

AMBERLEY VILLAGE, HAMILTON COUNTY

7/20/2020 2:00:18 PM

Fund Summary

UAN v2020.3

June 2020

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	\$5,896,537.53	\$434,843.70	\$2,597,872.65	\$456,457.95	\$2,491,965.07	\$5,874,923.28	\$771,358.09	\$5,103,565.19
2011	Street Construction, Maint. and Repair	\$774,274.45	\$15,751.85	\$315,243.79	\$2,583.51	\$41,735.16	\$787,442.79	\$110,887.32	\$676,555.47
2051	Federal Grant	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2081	Equitable Sharing Fund	\$1,492.18	\$0.00	\$1,492.18	\$0.00	\$0.00	\$1,492.18	\$0.00	\$1,492.18
2091	Law Enforcement Trust	\$36,872.10	\$722.00	\$10,020.00	\$5,590.00	\$10,858.70	\$32,004.10	\$13,553.44	\$18,450.66
2101	Permissive Motor Vehicle License Tax	\$25,273.93	\$2,140.82	\$14,278.61	\$0.00	\$0.00	\$27,414.75	\$0.00	\$27,414.75
2131	Police Disability and Pension	\$33,809.85	\$0.00	\$28,612.63	\$0.00	\$401.17	\$33,809.85	\$0.00	\$33,809.85
2151	Coronavirus Relief Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2901	MAYOR'S COURT COMPUTER FUND	\$1,963.89	\$40.00	\$2,510.00	\$155.34	\$4,267.00	\$1,848.55	\$932.00	\$916.55
2902	POLICE LEVY FUND	\$28,936.29	\$14.67	\$710,704.39	\$28,913.17	\$711,715.21	\$37.79	\$0.00	\$37.79
2903	PSAP 911 FUND	\$438.39	\$0.00	\$0.00	\$0.00	\$0.00	\$438.39	\$0.00	\$438.39
2904	EMPLOYEE SEVERANCE FUND	\$208,721.08	\$0.00	\$0.00	\$129.85	\$6,586.58	\$208,591.23	\$0.00	\$208,591.23
2905	WE THRIVE GRANT FUND	\$3,121.71	\$0.00	\$0.00	\$0.00	\$0.00	\$3,121.71	\$0.00	\$3,121.71
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	\$83,125.43	\$138.75	\$42,357.96	\$0.00	\$443.02	\$83,264.18	\$0.00	\$83,264.18
3101	Bond Retirement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4901	CAPITAL PROJECTS	\$178,259.90	\$0.00	\$200,000.00	\$68,811.91	\$126,308.91	\$109,447.99	\$0.00	\$109,447.99
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	\$79,647.67	\$32,658.50	\$101,858.39	\$261.69	\$86,851.65	\$112,044.48	\$17,079.91	\$94,964.57
9101	Unclaimed Monies	\$15,267.33	\$0.00	\$0.00	\$0.00	\$0.00	\$15,267.33	\$0.00	\$15,267.33
9901	MAYOR'S COURT Agency	\$293.52	\$5,025.00	\$35,008.00	\$574.00	\$37,999.00	\$4,744.52	\$0.00	\$4,744.52
9902	EMPLOYEES HEALTH INSURANCE Agency	\$0.00	\$5,116.92	\$29,875.92	\$5,116.92	\$29,875.92	\$0.00	\$0.00	\$0.00
9903	VALLEY BAND ESCROW	\$20,709.33	\$0.00	\$0.00	\$0.00	\$336.63	\$20,709.33	\$1,163.37	\$19,545.96
9904	Kenwood SWJEDZ Agency	\$50,422.10	\$67,112.58	\$509,428.90	\$56.51	\$532,776.96	\$117,478.17	\$356.50	\$117,121.67
9905	Kenwood SWJEDZ Escrow Agency	\$5,883.29	\$0.00	\$21,993.80	\$58.16	\$22,107.79	\$5,825.13	\$0.00	\$5,825.13
9906	Kenwood SWJEDZ Long-Term Maint. Agency	\$7,491.80	\$0.00	\$1,516.35	\$0.00	\$1,524.60	\$7,491.80	\$1,975.40	\$5,516.40
Report Total:		<u>\$7,453,745.89</u>	<u>\$563,564.79</u>	<u>\$4,622,773.57</u>	<u>\$568,709.01</u>	<u>\$4,105,753.37</u>	<u>\$7,448,601.67</u>	<u>\$917,306.03</u>	<u>\$6,531,295.64</u>

Last reconciled to bank: 05/31/2020 – Total other adjusting factors: \$1,344.92

AMBERLEY VILLAGE, HAMILTON COUNTY
Appropriation Summary
June 2020

7/20/2020 2:05:59 PM

UAN v2020.3

	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	\$4,501.00	\$1,140,982.00	\$1,145,483.00	\$154,217.82	\$482,927.01	\$19,987.22	\$642,568.77	42.159%
Employee Fringe Benefits	\$0.00	\$424,795.00	\$424,795.00	\$42,989.12	\$211,359.59	\$10,114.99	\$203,320.42	49.756%
Contractual Services	\$1,267.80	\$207,350.00	\$208,617.80	\$8,098.99	\$79,221.73	\$50,530.84	\$78,865.23	37.975%
Supplies and Materials	\$1,880.68	\$109,750.00	\$111,630.68	\$3,604.75	\$69,058.73	\$21,569.26	\$21,002.69	61.864%
Capital Outlay	\$0.00	\$48,914.00	\$48,914.00	\$0.00	\$0.00	\$33,007.00	\$15,907.00	0.000%
Total Police Enforcement	\$7,649.48	\$1,931,791.00	\$1,939,440.48	\$208,910.68	\$842,567.06	\$135,209.31	\$961,664.11	
Fire Fighting, Prevention and Inspection								
Personal Services	\$0.00	\$245,940.00	\$245,940.00	\$23,484.01	\$102,593.70	\$2,402.45	\$140,943.85	41.715%
Employee Fringe Benefits	\$0.00	\$54,469.00	\$54,469.00	\$6,962.36	\$18,570.48	\$0.00	\$35,898.52	34.094%
Contractual Services	\$1,329.01	\$49,265.00	\$50,594.01	\$4,655.44	\$21,534.95	\$14,002.06	\$15,057.00	42.564%
Supplies and Materials	\$279.14	\$47,500.00	\$47,779.14	\$398.31	\$11,367.22	\$10,262.49	\$26,149.43	23.791%
Capital Outlay	\$768.00	\$4,500.00	\$5,268.00	\$0.00	\$768.00	\$3,776.00	\$724.00	14.579%
Total Fire Fighting, Prevention and Inspection	\$2,376.15	\$401,674.00	\$404,050.15	\$35,500.12	\$154,834.35	\$30,443.00	\$218,772.80	
Total Security of Persons and Property	\$10,025.63	\$2,333,465.00	\$2,343,490.63	\$244,410.80	\$997,401.41	\$165,652.31	\$1,180,436.91	
Public Health Services								
Payment to County Health District								
Contractual Services	\$0.00	\$11,906.00	\$11,906.00	\$0.00	\$5,952.96	\$0.00	\$5,953.04	50.000%
Total Payment to County Health District	\$0.00	\$11,906.00	\$11,906.00	\$0.00	\$5,952.96	\$0.00	\$5,953.04	
Other Public Health Services								
Contractual Services	\$0.00	\$180,000.00	\$180,000.00	\$0.00	\$45,000.00	\$135,000.00	\$0.00	25.000%
Total Other Public Health Services	\$0.00	\$180,000.00	\$180,000.00	\$0.00	\$45,000.00	\$135,000.00	\$0.00	
Total Public Health Services	\$0.00	\$191,906.00	\$191,906.00	\$0.00	\$50,952.96	\$135,000.00	\$5,953.04	
Leisure Time Activities								
Other Leisure Time Activities								
Contractual Services	\$0.00	\$2,550.00	\$2,550.00	\$0.00	\$187.24	\$1,000.00	\$1,362.76	7.343%
Total Other Leisure Time Activities	\$0.00	\$2,550.00	\$2,550.00	\$0.00	\$187.24	\$1,000.00	\$1,362.76	
Total Leisure Time Activities	\$0.00	\$2,550.00	\$2,550.00	\$0.00	\$187.24	\$1,000.00	\$1,362.76	
Basic Utility Services								
Waste Collection - Refuse Collection and Disp								
Contractual Services	\$6,796.00	\$225,960.00	\$232,756.00	\$19,103.76	\$133,996.72	\$98,759.28	\$0.00	57.570%
Total Waste Collection - Refuse Collection and Disp	\$6,796.00	\$225,960.00	\$232,756.00	\$19,103.76	\$133,996.72	\$98,759.28	\$0.00	
Total Basic Utility Services	\$6,796.00	\$225,960.00	\$232,756.00	\$19,103.76	\$133,996.72	\$98,759.28	\$0.00	
Transportation								
Other Transportation								
Personal Services	\$1,850.00	\$448,139.00	\$449,989.00	\$34,642.16	\$228,427.83	\$3,210.45	\$218,350.72	50.763%
Employee Fringe Benefits	\$0.00	\$186,368.00	\$186,368.00	\$12,845.62	\$78,490.09	\$3,651.60	\$104,226.31	42.116%
Contractual Services	\$1,580.01	\$125,940.00	\$127,520.01	\$3,123.16	\$32,840.15	\$48,377.86	\$46,302.00	25.753%
Supplies and Materials	\$3,795.59	\$240,100.00	\$243,895.59	\$45,687.37	\$143,853.51	\$48,426.08	\$51,616.00	58.982%
Capital Outlay	\$827.75	\$14,500.00	\$15,327.75	\$0.00	\$0.00	\$827.75	\$14,500.00	0.000%
Total Other Transportation	\$8,053.35	\$1,015,047.00	\$1,023,100.35	\$96,298.31	\$483,611.58	\$104,493.74	\$434,995.03	

Report reflects selected information.

Page 1 of 9

AMBERLEY VILLAGE, HAMILTON COUNTY
Appropriation Summary
June 2020

7/20/2020 2:05:59 PM

UAN v2020.3

	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	\$8,053.35	\$1,015,047.00	\$1,023,100.35	\$96,298.31	\$483,611.58	\$104,493.74	\$434,995.03	
General Government								
Mayor and Administrative Offices								
Personal Services	\$600.00	\$385,553.00	\$386,153.00	\$30,487.60	\$175,457.16	\$2,925.82	\$207,770.02	45.437%
Employee Fringe Benefits	\$0.00	\$114,119.00	\$114,119.00	\$7,302.44	\$47,280.27	\$1,424.80	\$65,413.93	41.431%
Contractual Services	\$621.18	\$112,353.00	\$112,974.18	\$4,714.43	\$44,300.52	\$23,226.34	\$45,447.32	39.213%
Supplies and Materials	\$0.00	\$5,300.00	\$5,300.00	\$0.00	\$1,830.09	\$3,169.91	\$300.00	34.530%
Total Mayor and Administrative Offices	\$1,221.18	\$617,325.00	\$618,546.18	\$42,504.47	\$268,868.04	\$30,746.87	\$318,931.27	
Legislative Activities								
Personal Services	\$0.00	\$10,800.00	\$10,800.00	\$936.00	\$5,300.00	\$50.00	\$5,450.00	49.074%
Employee Fringe Benefits	\$0.00	\$1,985.00	\$1,985.00	\$107.86	\$569.41	\$0.00	\$1,415.59	28.686%
Contractual Services	\$6,700.00	\$68,835.00	\$75,535.00	\$2,754.61	\$37,066.76	\$15,490.24	\$22,978.00	49.072%
Supplies and Materials	\$0.00	\$12,750.00	\$12,750.00	\$74.35	\$92.33	\$1,407.67	\$11,250.00	0.724%
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Total Legislative Activities	\$6,700.00	\$94,370.00	\$101,070.00	\$3,872.82	\$43,028.50	\$16,947.91	\$41,093.59	
Mayor's Court								
Contractual Services	\$2,000.00	\$27,550.00	\$29,550.00	\$40.57	\$7,914.10	\$16,185.90	\$5,450.00	26.782%
Supplies and Materials	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Total Mayor's Court	\$2,000.00	\$27,550.00	\$29,550.00	\$40.57	\$7,914.10	\$16,185.90	\$5,450.00	
Clerk - Treasurer								
Personal Services	\$0.00	\$1,500.00	\$1,500.00	\$17.50	\$625.00	\$0.00	\$875.00	41.667%
Employee Fringe Benefits	\$0.00	\$257.00	\$257.00	\$17.50	\$116.34	\$0.00	\$140.66	45.268%
Contractual Services	\$0.00	\$1,150.00	\$1,150.00	\$0.00	\$0.00	\$0.00	\$1,150.00	0.000%
Total Clerk - Treasurer	\$0.00	\$2,907.00	\$2,907.00	\$35.00	\$741.34	\$0.00	\$2,165.66	
Lands and Buildings								
Personal Services	\$0.00	\$54,000.00	\$54,000.00	\$3,568.58	\$18,789.34	\$373.79	\$34,836.87	34.795%
Employee Fringe Benefits	\$0.00	\$9,170.00	\$9,170.00	\$263.47	\$3,036.45	\$0.00	\$6,133.55	33.113%
Contractual Services	\$5,575.72	\$252,329.00	\$257,904.72	\$11,734.96	\$71,116.19	\$115,694.53	\$71,094.00	27.575%
Supplies and Materials	\$24,330.63	\$118,173.00	\$142,503.63	\$6,761.42	\$49,539.99	\$52,627.48	\$40,336.16	34.764%
Capital Outlay	\$0.00	\$47,500.00	\$47,500.00	\$0.00	\$27,516.57	\$0.00	\$19,983.43	57.930%
Total Lands and Buildings	\$29,906.35	\$481,172.00	\$511,078.35	\$22,328.43	\$169,998.54	\$168,695.80	\$172,384.01	
Boards and Commissions								
Personal Services	\$0.00	\$800.00	\$800.00	\$69.28	\$393.32	\$6.68	\$400.00	49.165%
Employee Fringe Benefits	\$0.00	\$124.00	\$124.00	\$10.28	\$52.36	\$0.00	\$71.64	42.226%
Total Boards and Commissions	\$0.00	\$924.00	\$924.00	\$79.56	\$445.68	\$6.68	\$471.64	
Solicitor								
Contractual Services	\$11,272.50	\$60,000.00	\$71,272.50	\$0.00	\$23,628.90	\$29,643.60	\$18,000.00	33.153%
Total Solicitor	\$11,272.50	\$60,000.00	\$71,272.50	\$0.00	\$23,628.90	\$29,643.60	\$18,000.00	
Income Tax Administration								
Personal Services	\$250.00	\$84,867.00	\$85,117.00	\$5,233.07	\$40,083.70	\$476.23	\$44,557.07	47.092%
Employee Fringe Benefits	\$0.00	\$34,647.00	\$34,647.00	\$951.91	\$14,717.44	\$119.55	\$19,810.01	42.478%
Contractual Services	\$78.77	\$13,660.00	\$13,738.77	\$231.16	\$6,473.03	\$3,035.89	\$4,229.85	47.115%
Supplies and Materials	\$0.00	\$650.00	\$650.00	\$0.00	\$55.67	\$594.33	\$0.00	8.565%
Total Income Tax Administration	\$328.77	\$133,824.00	\$134,152.77	\$6,416.14	\$61,329.84	\$4,226.00	\$68,596.93	

AMBERLEY VILLAGE, HAMILTON COUNTY
Appropriation Summary
June 2020

7/20/2020 2:05:59 PM

UAN v2020.3

	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	\$21,368.09	\$49,770.22	\$0.00	\$50,229.78	49.770%
Total Tax Refunds	\$0.00	\$100,000.00	\$100,000.00	\$21,368.09	\$49,770.22	\$0.00	\$50,229.78	
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	\$500.00	\$500.00	\$0.00	\$90.00	\$0.00	\$410.00	18.000%
Total Other General Government	\$0.00	\$500.00	\$500.00	\$0.00	\$90.00	\$0.00	\$410.00	
Total General Government	\$51,428.80	\$1,518,572.00	\$1,570,000.80	\$96,645.08	\$625,815.16	\$266,452.76	\$677,732.88	
Other Financing Uses								
Transfers - Out	\$0.00	\$340,000.00	\$340,000.00	\$0.00	\$200,000.00	\$0.00	\$140,000.00	58.824%
Contingencies	\$0.00	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$0.00	\$20,000.00	0.000%
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	\$360,000.00	\$360,000.00	\$0.00	\$200,000.00	\$0.00	\$160,000.00	
Total 1000 - General	\$76,303.78	\$5,647,500.00	\$5,723,803.78	\$456,457.95	\$2,491,965.07	\$771,358.09	\$2,460,480.62	
2011 - Street Construction, Maint. and Repair								
Transportation								
Other Transportation								
Contractual Services	\$3,097.09	\$50,000.00	\$53,097.09	\$2,583.51	\$13,162.72	\$3,934.37	\$36,000.00	24.790%
Capital Outlay	\$135,525.39	\$597,000.00	\$732,525.39	\$0.00	\$28,572.44	\$106,952.95	\$597,000.00	3.901%
Total Other Transportation	\$138,622.48	\$647,000.00	\$785,622.48	\$2,583.51	\$41,735.16	\$110,887.32	\$633,000.00	
Total Transportation	\$138,622.48	\$647,000.00	\$785,622.48	\$2,583.51	\$41,735.16	\$110,887.32	\$633,000.00	
Total 2011 - Street Construction, Maint. and Repair	\$138,622.48	\$647,000.00	\$785,622.48	\$2,583.51	\$41,735.16	\$110,887.32	\$633,000.00	
2051 - Federal Grant								
Community Environment								
Other Community Environment								
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Total Other Community Environment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total Community Environment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total 2051 - Federal Grant	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
2081 - Equitable Sharing Fund								
Security of Persons and Property								
Police Enforcement								
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Total Police Enforcement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total Security of Persons and Property	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total 2081 - Equitable Sharing Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

2091 - Law Enforcement Trust

Report reflects selected information.

AMBERLEY VILLAGE, HAMILTON COUNTY
Appropriation Summary
June 2020

7/20/2020 2:05:59 PM

UAN v2020.3

	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
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	\$202.00	\$43,500.00	\$43,702.00	\$5,590.00	\$10,858.70	\$13,553.44	\$19,289.86	24.847%
Total Police Enforcement	\$202.00	\$44,000.00	\$44,202.00	\$5,590.00	\$10,858.70	\$13,553.44	\$19,789.86	
Total Security of Persons and Property	\$202.00	\$44,000.00	\$44,202.00	\$5,590.00	\$10,858.70	\$13,553.44	\$19,789.86	
Total 2091 - Law Enforcement Trust	\$202.00	\$44,000.00	\$44,202.00	\$5,590.00	\$10,858.70	\$13,553.44	\$19,789.86	
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	\$39,000.00	\$39,000.00	\$0.00	\$0.00	\$0.00	\$39,000.00	0.000%
Total Other Transportation	\$0.00	\$39,000.00	\$39,000.00	\$0.00	\$0.00	\$0.00	\$39,000.00	
Total Transportation	\$0.00	\$39,000.00	\$39,000.00	\$0.00	\$0.00	\$0.00	\$39,000.00	
Total 2101 - Permissive Motor Vehicle License Tax	\$0.00	\$39,000.00	\$39,000.00	\$0.00	\$0.00	\$0.00	\$39,000.00	
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	\$51,350.00	\$51,350.00	\$0.00	\$0.00	\$0.00	\$51,350.00	0.000%
Total Police Enforcement	\$0.00	\$51,350.00	\$51,350.00	\$0.00	\$0.00	\$0.00	\$51,350.00	
Total Security of Persons and Property	\$0.00	\$51,350.00	\$51,350.00	\$0.00	\$0.00	\$0.00	\$51,350.00	
General Government								
Auditor of State Fees								
Contractual Services	\$0.00	\$650.00	\$650.00	\$0.00	\$401.17	\$0.00	\$248.83	61.718%
Total Auditor of State Fees	\$0.00	\$650.00	\$650.00	\$0.00	\$401.17	\$0.00	\$248.83	
Total General Government	\$0.00	\$650.00	\$650.00	\$0.00	\$401.17	\$0.00	\$248.83	
Total 2131 - Police Disability and Pension	\$0.00	\$52,000.00	\$52,000.00	\$0.00	\$401.17	\$0.00	\$51,598.83	
2901 - MAYOR'S COURT COMPUTER FUND								
Security of Persons and Property								
Police Enforcement								
Contractual Services	\$0.00	\$2,835.00	\$2,835.00	\$0.00	\$2,835.00	\$0.00	\$0.00	100.000%
Supplies and Materials	\$0.00	\$1,400.00	\$1,400.00	\$0.00	\$500.00	\$0.00	\$900.00	35.714%
Capital Outlay	\$0.00	\$3,765.00	\$3,765.00	\$155.34	\$932.00	\$932.00	\$1,901.00	24.754%
Total Police Enforcement	\$0.00	\$8,000.00	\$8,000.00	\$155.34	\$4,267.00	\$932.00	\$2,801.00	
Total Security of Persons and Property	\$0.00	\$8,000.00	\$8,000.00	\$155.34	\$4,267.00	\$932.00	\$2,801.00	
Total 2901 - MAYOR'S COURT COMPUTER FUND	\$0.00	\$8,000.00	\$8,000.00	\$155.34	\$4,267.00	\$932.00	\$2,801.00	
2902 - POLICE LEVY FUND								

Report reflects selected information.

Page 4 of 9

AMBERLEY VILLAGE, HAMILTON COUNTY
Appropriation Summary
June 2020

7/20/2020 2:05:59 PM

UAN v2020.3

	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
Security of Persons and Property								
Police Enforcement								
Personal Services	\$0.00	\$1,050,830.00	\$1,050,830.00	\$21,686.14	\$598,799.07	\$0.00	\$452,030.93	56.983%
Employee Fringe Benefits	\$0.00	\$232,794.00	\$232,794.00	\$7,227.03	\$102,976.84	\$0.00	\$129,817.16	44.235%
Contractual Services	\$0.00	\$15,500.00	\$15,500.00	\$0.00	\$9,939.30	\$0.00	\$5,560.70	64.125%
Total Police Enforcement	\$0.00	\$1,299,124.00	\$1,299,124.00	\$28,913.17	\$711,715.21	\$0.00	\$587,408.79	
Total Security of Persons and Property	\$0.00	\$1,299,124.00	\$1,299,124.00	\$28,913.17	\$711,715.21	\$0.00	\$587,408.79	
Total 2902 - POLICE LEVY FUND	\$0.00	\$1,299,124.00	\$1,299,124.00	\$28,913.17	\$711,715.21	\$0.00	\$587,408.79	
2903 - PSAP 911 FUND								
Security of Persons and Property								
Police Enforcement								
Contractual Services	\$0.00	\$438.39	\$438.39	\$0.00	\$0.00	\$0.00	\$438.39	0.000%
Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Total Police Enforcement	\$0.00	\$438.39	\$438.39	\$0.00	\$0.00	\$0.00	\$438.39	
Total Security of Persons and Property	\$0.00	\$438.39	\$438.39	\$0.00	\$0.00	\$0.00	\$438.39	
Total 2903 - PSAP 911 FUND	\$0.00	\$438.39	\$438.39	\$0.00	\$0.00	\$0.00	\$438.39	
2904 - EMPLOYEE SEVERANCE FUND								
Security of Persons and Property								
Police Enforcement								
Personal Services	\$0.00	\$245,000.00	\$245,000.00	\$0.00	\$0.00	\$0.00	\$245,000.00	0.000%
Employee Fringe Benefits	\$0.00	\$3,577.00	\$3,577.00	\$0.00	\$0.00	\$0.00	\$3,577.00	0.000%
Total Police Enforcement	\$0.00	\$248,577.00	\$248,577.00	\$0.00	\$0.00	\$0.00	\$248,577.00	
Total Security of Persons and Property	\$0.00	\$248,577.00	\$248,577.00	\$0.00	\$0.00	\$0.00	\$248,577.00	
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	
General Government								
Income Tax Administration								
Personal Services	\$0.00	\$6,500.00	\$6,500.00	\$129.85	\$6,492.44	\$0.00	\$7.56	99.884%
Employee Fringe Benefits	\$0.00	\$100.00	\$100.00	\$0.00	\$94.14	\$0.00	\$5.86	94.140%
Total Income Tax Administration	\$0.00	\$6,600.00	\$6,600.00	\$129.85	\$6,586.58	\$0.00	\$13.42	
Total General Government	\$0.00	\$6,600.00	\$6,600.00	\$129.85	\$6,586.58	\$0.00	\$13.42	
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	\$255,177.00	\$255,177.00	\$129.85	\$6,586.58	\$0.00	\$248,590.42	

Report reflects selected information.

Page 5 of 9

AMBERLEY VILLAGE, HAMILTON COUNTY
Appropriation Summary
June 2020

7/20/2020 2:05:59 PM

UAN v2020.3

	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
2905 - WE THRIVE GRANT FUND								
Community Environment								
Other Community Environment								
Other	\$0.00	\$3,121.00	\$3,121.00	\$0.00	\$0.00	\$0.00	\$3,121.00	0.000%
Total Other Community Environment	\$0.00	\$3,121.00	\$3,121.00	\$0.00	\$0.00	\$0.00	\$3,121.00	
Total Community Environment	\$0.00	\$3,121.00	\$3,121.00	\$0.00	\$0.00	\$0.00	\$3,121.00	
Total 2905 - WE THRIVE GRANT FUND	\$0.00	\$3,121.00	\$3,121.00	\$0.00	\$0.00	\$0.00	\$3,121.00	
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	
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	\$1,000.00	\$1,000.00	\$0.00	\$443.02	\$0.00	\$556.98	44.302%
Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Other	\$0.00	\$30,000.00	\$30,000.00	\$0.00	\$0.00	\$0.00	\$30,000.00	0.000%
Total Other General Government	\$0.00	\$31,000.00	\$31,000.00	\$0.00	\$443.02	\$0.00	\$30,556.98	
Total General Government	\$0.00	\$31,000.00	\$31,000.00	\$0.00	\$443.02	\$0.00	\$30,556.98	
Capital Outlay								
Capital Outlay	\$0.00	\$70,000.00	\$70,000.00	\$0.00	\$0.00	\$0.00	\$70,000.00	0.000%
Total Capital Outlay	\$0.00	\$70,000.00	\$70,000.00	\$0.00	\$0.00	\$0.00	\$70,000.00	
Total Capital Outlay	\$0.00	\$70,000.00	\$70,000.00	\$0.00	\$0.00	\$0.00	\$70,000.00	
Total 2907 - Mercy Tax Increment Equivalent Fund	\$0.00	\$101,000.00	\$101,000.00	\$0.00	\$443.02	\$0.00	\$100,556.98	
4901 - CAPITAL PROJECTS								
Capital Outlay								
Capital Outlay								
Capital Outlay	\$0.00	\$220,000.00	\$220,000.00	\$68,811.91	\$126,308.91	\$0.00	\$93,691.09	57.413%
Total Capital Outlay	\$0.00	\$220,000.00	\$220,000.00	\$68,811.91	\$126,308.91	\$0.00	\$93,691.09	
Total Capital Outlay	\$0.00	\$220,000.00	\$220,000.00	\$68,811.91	\$126,308.91	\$0.00	\$93,691.09	
Total 4901 - CAPITAL PROJECTS	\$0.00	\$220,000.00	\$220,000.00	\$68,811.91	\$126,308.91	\$0.00	\$93,691.09	
4902 - Capital Projects-PUBLIC FACILITIES								
Capital Outlay								
Capital Outlay								

Report reflects selected information.

Page 6 of 9

AMBERLEY VILLAGE, HAMILTON COUNTY
Appropriation Summary
June 2020

7/20/2020 2:05:59 PM

UAN v2020.3

	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
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	\$3,780.00	\$3,780.00	\$238.23	\$911.12	\$24.39	\$2,844.49	24.104%
Employee Fringe Benefits	\$0.00	\$580.00	\$580.00	\$23.46	\$110.12	\$0.00	\$469.88	18.986%
Contractual Services	\$20,111.00	\$35,000.00	\$55,111.00	\$0.00	\$19,531.51	\$579.49	\$35,000.00	35.440%
Supplies and Materials	\$0.00	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00	\$0.00	0.000%
Capital Outlay	\$69,936.03	\$157,640.00	\$227,576.03	\$0.00	\$66,298.90	\$13,476.03	\$147,801.10	29.133%
Total Storm Sewers and Drains	\$90,047.03	\$200,000.00	\$290,047.03	\$261.69	\$86,851.65	\$17,079.91	\$186,115.47	
Total Transportation	\$90,047.03	\$200,000.00	\$290,047.03	\$261.69	\$86,851.65	\$17,079.91	\$186,115.47	
Total 5901 - STORM WATER UTILITY	\$90,047.03	\$200,000.00	\$290,047.03	\$261.69	\$86,851.65	\$17,079.91	\$186,115.47	
9901 - MAYOR'S COURT Agency								
Fiduciary Distributions								
Distributions to Other Governments								
Other	\$0.00	\$25,000.00	\$25,000.00	\$126.00	\$9,849.00	\$0.00	\$15,151.00	39.396%
Total Distributions to Other Governments	\$0.00	\$25,000.00	\$25,000.00	\$126.00	\$9,849.00	\$0.00	\$15,151.00	
Distributions to Other Funds (Primary Gov't)								
Other	\$0.00	\$89,950.00	\$89,950.00	\$429.00	\$28,131.00	\$0.00	\$61,819.00	31.274%
Total Distributions to Other Funds (Primary Gov't)	\$0.00	\$89,950.00	\$89,950.00	\$429.00	\$28,131.00	\$0.00	\$61,819.00	
Other Distributions								
Other	\$0.00	\$50.00	\$50.00	\$19.00	\$19.00	\$0.00	\$31.00	38.000%
Total Other Distributions	\$0.00	\$50.00	\$50.00	\$19.00	\$19.00	\$0.00	\$31.00	
Total Fiduciary Distributions	\$0.00	\$115,000.00	\$115,000.00	\$574.00	\$37,999.00	\$0.00	\$77,001.00	
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	\$115,000.00	\$115,000.00	\$574.00	\$37,999.00	\$0.00	\$77,001.00	

Report reflects selected information.

Page 7 of 9

AMBERLEY VILLAGE, HAMILTON COUNTY
Appropriation Summary
June 2020

7/20/2020 2:05:59 PM

UAN v2020.3

	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
9902 - EMPLOYEES HEALTH INSURANCE Agency								
Fiduciary Distributions								
Distributions on Behalf of Employees								
Other	\$0.00	\$60,000.00	\$60,000.00	\$5,116.92	\$29,875.92	\$0.00	\$30,124.08	49.793%
Total Distributions on Behalf of Employees	\$0.00	\$60,000.00	\$60,000.00	\$5,116.92	\$29,875.92	\$0.00	\$30,124.08	
Total Fiduciary Distributions	\$0.00	\$60,000.00	\$60,000.00	\$5,116.92	\$29,875.92	\$0.00	\$30,124.08	
Total 9902 - EMPLOYEES HEALTH INSURANCE Agency	\$0.00	\$60,000.00	\$60,000.00	\$5,116.92	\$29,875.92	\$0.00	\$30,124.08	
9903 - VALLEY BAND ESCROW								
Fiduciary Distributions								
Other Distributions								
Contractual Services	\$0.00	\$1,500.00	\$1,500.00	\$0.00	\$336.63	\$1,163.37	\$0.00	22.442%
Total Other Distributions	\$0.00	\$1,500.00	\$1,500.00	\$0.00	\$336.63	\$1,163.37	\$0.00	
Total Fiduciary Distributions	\$0.00	\$1,500.00	\$1,500.00	\$0.00	\$336.63	\$1,163.37	\$0.00	
Other Financing Uses								
Transfers - Out	\$0.00	\$19,545.96	\$19,545.96	\$0.00	\$0.00	\$0.00	\$19,545.96	0.000%
Total Other Financing Uses	\$0.00	\$19,545.96	\$19,545.96	\$0.00	\$0.00	\$0.00	\$19,545.96	
Total 9903 - VALLEY BAND ESCROW	\$0.00	\$21,045.96	\$21,045.96	\$0.00	\$336.63	\$1,163.37	\$19,545.96	
9904 - Kenwood SWJEDZ Agency								
Fiduciary Distributions								
Distributions to Other Governments								
Other	\$0.00	\$800,000.00	\$800,000.00	\$0.00	\$448,437.73	\$0.00	\$351,562.27	56.055%
Total Distributions to Other Governments	\$0.00	\$800,000.00	\$800,000.00	\$0.00	\$448,437.73	\$0.00	\$351,562.27	
Distributions to Other Funds (Primary Gov't)								
Contractual Services	\$0.00	\$120,000.00	\$120,000.00	\$56.51	\$60,829.08	\$356.50	\$58,814.42	50.691%
Total Distributions to Other Funds (Primary Gov't)	\$0.00	\$120,000.00	\$120,000.00	\$56.51	\$60,829.08	\$356.50	\$58,814.42	
Total Fiduciary Distributions	\$0.00	\$920,000.00	\$920,000.00	\$56.51	\$509,266.81	\$356.50	\$410,376.69	
Other Financing Uses								
Transfers - Out	\$0.00	\$130,000.00	\$130,000.00	\$0.00	\$23,510.15	\$0.00	\$106,489.85	18.085%
Total Other Financing Uses	\$0.00	\$130,000.00	\$130,000.00	\$0.00	\$23,510.15	\$0.00	\$106,489.85	
Total 9904 - Kenwood SWJEDZ Agency	\$0.00	\$1,050,000.00	\$1,050,000.00	\$56.51	\$532,776.96	\$356.50	\$516,866.54	
9905 - Kenwood SWJEDZ Escrow Agency								
Fiduciary Distributions								
Other Distributions								
Other	\$0.00	\$25,000.00	\$25,000.00	\$58.16	\$22,107.79	\$0.00	\$2,892.21	88.431%
Total Other Distributions	\$0.00	\$25,000.00	\$25,000.00	\$58.16	\$22,107.79	\$0.00	\$2,892.21	
Total Fiduciary Distributions	\$0.00	\$25,000.00	\$25,000.00	\$58.16	\$22,107.79	\$0.00	\$2,892.21	
Other Financing Uses								
Transfers - Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%

Report reflects selected information.

Page 8 of 9

AMBERLEY VILLAGE, HAMILTON COUNTY
Appropriation Summary
June 2020

7/20/2020 2:05:59 PM
UAN v2020.3

	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 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	\$25,000.00	\$25,000.00	\$58.16	\$22,107.79	\$0.00	\$2,892.21	
9906 - Kenwood SWJEDZ Long-Term Maint. Agency								
Fiduciary Distributions								
Other Distributions								
Contractual Services	\$0.00	\$3,500.00	\$3,500.00	\$0.00	\$1,524.60	\$1,975.40	\$0.00	43.560%
Total Other Distributions	\$0.00	\$3,500.00	\$3,500.00	\$0.00	\$1,524.60	\$1,975.40	\$0.00	
Total Fiduciary Distributions	\$0.00	\$3,500.00	\$3,500.00	\$0.00	\$1,524.60	\$1,975.40	\$0.00	
Other Financing Uses								
Transfers - Out	\$0.00	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$0.00	\$4,000.00	0.000%
Total Other Financing Uses	\$0.00	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$0.00	\$4,000.00	
Total 9906 - Kenwood SWJEDZ Long-Term Maint. Agency	\$0.00	\$7,500.00	\$7,500.00	\$0.00	\$1,524.60	\$1,975.40	\$4,000.00	
Report Totals:	\$305,175.29	\$9,794,906.35	\$10,100,081.64	\$568,709.01	\$4,105,753.37	\$917,306.03	\$5,077,022.24	

INVESTMENT LISTING

June 30, 2020

<u>TYPE</u>	<u>DESCRIPTION</u>	<u>CURRENT VALUE</u>	<u>INTEREST RATE</u>	<u>YEAR TO DATE INTEREST</u>	<u>TOTAL INTEREST</u>	<u>PURCHASE DATE</u>	<u>MATURITY DATE</u>
CD	STEARNS BANK	\$ 250,000.00	2.75%	\$ 3,446.90		7/6/2018	7/6/2020
CD	FNB OF ALBANY	\$ 250,000.00	2.70%	\$ 3,384.24		7/30/2018	7/30/2020
CD	MAPLE BANK	\$ 250,000.00	2.35%	\$ 2,945.54		5/15/2019	8/14/2020
CD	SOUTHERN STATES BANK	\$ 250,000.00	2.80%	\$ 3,509.58		6/27/2018	9/28/2020
CD	HORIZON BANK	\$ 250,000.00	2.60%	\$ 3,258.90		4/30/2018	10/30/2020
CD	LIVE OAK BANKING CO	\$ 250,000.00	2.75%	\$ 3,446.90		8/15/2018	11/16/2020
CD	FLAGSTAR BANK	\$ 250,000.00	2.00%	\$ 2,520.55		7/17/2019	1/19/2021
CD	GREAT NORTH BANK	\$ 250,000.00	2.80%	\$ 3,509.58		8/31/2018	2/26/2021
CD	EAGLEBANK	\$ 250,000.00	2.60%	\$ 3,258.89		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%	\$ 3,008.22		4/29/2019	5/28/2021
CD	BANK OZK	\$ 250,000.00	1.05%	\$ 438.70		4/8/2020	6/8/2021
CD	LAKELAND BANK	\$ 250,000.00	0.15%	\$ -		6/10/2020	6/10/2021
CD	TIAA FSB HOLDINGS INC	\$ 250,000.00	2.75%	\$ 3,465.75		1/18/2019	7/19/2021
CD	NICOLET NAT'L BANK	\$ 250,000.00	1.15%	\$ 480.48		4/17/2020	10/18/2021
CD	UBS BANK	\$ 250,000.00	3.15%	\$ 3,948.30		10/30/2018	10/28/2021
CD	CROSS RIVER BANK	\$ 250,000.00	1.80%	\$ 2,243.84		11/13/2019	11/15/2021
CD	MORGAN STANLEY PRIVATE BANK	\$ 250,000.00	3.25%	\$ 4,051.37		11/29/2018	11/29/2021
CD	WELLS FARGO WEST	\$ 250,000.00	1.80%	\$ 739.72		1/29/2020	1/31/2022
CD	MORTON COMMUNITY BANK	\$ 250,000.00	2.70%	\$ 3,384.25		3/15/2019	3/21/2022
CD	ALLY BANK	\$ 250,000.00	2.25%	\$ 2,820.21		6/27/2019	6/27/2022
CD	CIT BANK	\$ 250,000.00	1.95%	\$ 2,457.53		8/23/2019	8/23/2022
	GOLDMAN SACHS BANK	\$ 250,000.00	1.85%	\$ 2,318.84		10/30/2019	10/31/2022
				\$ 61,646.51	ACTIVE		
				\$ 16,440.91	MATURED		
TOTAL		\$ 5,750,000.00		\$ 78,087.42			

TO: Village Council
FROM: Scot F. Lahrmer, Village Manager
DATE: August 7, 2020
RE: Appointing Village Solicitor

ITEM: Ordinance 2020-12, Appointing Andrew Kaake as the Solicitor for the Village and Declaring an Emergency

ACTION REQUESTED: By motion, adopt **Ordinance 2020-12** appointing Andy Kaake as Village Solicitor.

PURPOSE:

To continue the legal services of Wood and Lamping.

Kevin McDonough of the Cincinnati law firm, Wood & Lamping, has served as the Village Solicitor since March 2019 when he replaced Kevin Frank, who had been the Village Solicitor for 9 years.

Law Director Kevin McDonough has indicated his work load is so great that he needs to leave Wood and Lamping and spend more time in his judgeship in Butler County. This was a very difficult decision for Kevin as he serves Amberley Village, Maineville and Symmes Township as Law Director.

Working through Jeff Forbes of Wood and Lamping and working with Kevin McDonough, the Village has identified Wood and Lamping's Andy Kaake who has municipal experience and is available on our scheduled meeting nights. Andy is a partner in Wood and Lamping's Labor and Employment Practice area, has experience in litigation, public records, and has found a niche in occupational safety and health law.

Andy's local government experience includes work for the City of Mason, Forest Park, Symmes Township and Clermont County. He joined Wood and Lamping in 2016 after several years with Frost Brown Todd. Upon leaving Frost Brown Todd, Andy practiced solo with one of his clients.

Since the Village receives its legal advice from Wood and Lamping, the focus was on keeping continuity with Wood and Lamping. And just as important, Andy has capacity to serve the Village as a client. Wood and Lamping assisted the Village in transitioning with minimal disruption.

Chief Wallace and I met with Andy and believe Andy will be an excellent fit for the Village. The Law Committee met on August 3 to meet Andy and recommend his appointment as Law Director.

Ordinance 2020-13 continues the services of Wood and Lamping with Andy Kaake serving as Village Solicitor. He will serve as the legal advisor of the Village and for all of its offices and departments in matters relating to their official duties. The Solicitor attends our meetings of Council, Planning Commission/Board of Zoning Appeals, and of various committees as requested. The Solicitor represents the Village as its attorney in civil matters, issues legal

opinions, reviews requests for public records, drafts proposed legislation for Council's consideration, and prepares or reviews all contracts, bonds, and other written legal instruments concerning the Village.

Adoption of Ordinance 2020-12 is recommended by the Law Committee.

If you have any questions, please let me know.

PASSED:
BY:

ORDINANCE NO. 2020-12

ORDINANCE APPOINTING ANDREW KAAKE AS THE SOLICITOR FOR THE
VILLAGE AND DECLARING AN EMERGENCY

WHEREAS, the Village Charter dictates that Council appoint a Solicitor to serve as the legal representative of the Village for a term of two years;

WHEREAS, the Village's current Solicitor, Kevin McDonough of Wood + Lamping LLP, has informed the Village that he is leaving his position with Wood + Lamping and will no longer be able to serve as the Village's Solicitor;

WHEREAS, Wood + Lamping has offered to provide the services of Andrew R. Kaake as Solicitor for the Village to replace the previous Solicitor, and the Village wishes to engage Mr. Kaake in that capacity;

NOW, THEREFORE, BE IT ORDAINED BY THE Council of Amberley Village, State of Ohio, seven (7) members elected thereto concurring:

SECTION 1: That effective August 1, 2020, Andrew Kaake, on behalf of the law firm of Wood + Lamping LLP, is hereby appointed as legal counsel for the Village, to handle and oversee all legal work performed on behalf of the Village, and shall bear the title of "Solicitor of Amberley Village," except as provided in Section 4 herein. The appointment shall be for the term of Council.

SECTION 2: Andrew Kaake shall be the legal advisor of and attorney and counsel for the Village and for all the officers and departments thereof in all matters relating to their official duties; and shall when requested, give legal opinions in writing. He shall represent the Municipality in all litigation to which it may be a party, except as to litigation in which representation is provided by legal counsel for an insurance company providing coverage for the Village, or in litigation or any other matters in which Council determines that special legal counsel should be employed and except as to prosecution of all offenses against the ordinances of the Village and all offenses against the State of Ohio. Andrew Kaake shall perform all duties of a legal nature imposed by any measure of Council or imposed upon the chief legal officers of municipalities by applicable general law.

SECTION 3: Compensation for all legal work performed for the Village by Andrew Kaake or any attorney assigned by him to so perform shall be compensated as follows: Compensation for legal services except for matters involving litigation or administrative appeals shall be calculated at the rate of \$160 per hour. Compensation for litigation or administrative appeals shall be at the rate of \$190 per hour. Charges for such work plus costs and expenses, excluding mileage, advanced on behalf of the

Village shall be invoiced monthly, with payment due upon receipt of such invoices.

SECTION 4: All offenses against the ordinances of the Village, and all offenses against the laws of the State of Ohio which are prosecuted in Mayor's Court and those transferred to or appealed to Hamilton County Municipal Court, may and shall be prosecuted by Stacy B. Lefton, Esq., or where it becomes necessary because of a conflict, by an attorney licensed to practice law in the state of Ohio who is assigned by Stacy B. Lefton, Esq., to prosecute said offense.

SECTION 5: Stacy B. Lefton, Esq., or any attorney assigned by her to perform shall be compensated at \$350 per Court and an hourly rate of \$150 per hour for County cases. Charges for such work shall be invoiced monthly, with payment due upon receipt of such invoices.

SECTION 6: This Ordinance is hereby declared an emergency measure necessary of the immediate preservation of the public peace, health and safety, and it shall go into effect forthwith. The reason for such emergency is the necessity of maintaining continuity of legal representation for the Village. Upon the affirmative vote of two-thirds (2/3) of all members elected to Council, this Ordinance shall go into immediate force and effect without delay. Passed this _____ day of _____, 2020.

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 _____, 2020, 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: August 6, 2020
RE: Appropriating funds in the #2151 Local Coronavirus Relief Fund

ITEM: Ordinance 2020-13, Appropriating Funds from the CARES Act

ACTION REQUESTED: By motion adopt **Ordinance 2020-13** appropriating funds in the #2151 Local Coronavirus Relief Fund

PURPOSE: To appropriate money received for a specific purpose.

As reported last month, Governor DeWine signed HB 481 putting in place rules for the distribution of Coronavirus Aid, Relief, and Economic Security (CARES) Act, providing relief funding for communities in Ohio. Included in the requirements to receive funding is the establishment of a separate Local Coronavirus Relief Fund. All funds received will be placed in this fund and any coronavirus related expenses will be paid directly from this fund.

At the July Council meeting, Council passed Resolution 2020-21 which established the Local Coronavirus Relief Fund #2151. At the time the resolution was passed, the Village did not know how much money would be received so the Village was unable to appropriate the money. At the end of July, Hamilton County made a distribution of \$77,642.60 to Amberley Village. These funds must be appropriated for the Village to pay Coronavirus related expenses. Money must be encumbered by October 9 and spent by December 28. Any money left unspent must be returned to Hamilton County.

The Finance Committee is meeting on August 10 to review this item.

The adoption of Ordinance 2020-13 is recommended. If you have any questions, please let me know.

PASSED:
BY:

ORDINANCE NO. 2020-13

ORDINANCE APPROPRIATING FUNDS IN THE #2151 CORONAVIRUS RELIEF
FUND

WHEREAS, the Village received CARES Act coronavirus relief funding through the State of Ohio; and

WHEREAS, the Village has previously budgeted funds for expenditures for the fiscal year 2020; and

WHEREAS, it being necessary to appropriate monies in the Local Coronavirus Relief Fund (2151) so that sufficient monies will be available for obligations to be met,

NOW, THEREFORE, BE IT ORDAINED BY THE Council of Amberley Village, State of Ohio, seven (7) members elected thereto concurring:

SECTION 1: That the sum of \$77,642.60 be appropriated in the #2151 Local Coronavirus Relief Fund to cover coronavirus related expenses.

SECTION 2: 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 _____, 2020.

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 _____, 2020, 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: August 7, 2020
RE: Replacement of air conditioning unit

ITEM: Resolution 2020-24, Authorizing the Village Manager to Contract for Replacement Compressor for the Municipal Building

ACTION REQUESTED: By motion, adopt **Resolution 2020-24** authorizing the replacement of the air conditioning compressor.

PURPOSE: To replace the defective compressor in HVAC (Heating and Ventilating Air Conditioning) rooftop unit number 5.

The Municipal Building air conditioning has ceased working in the lower level of the building, particularly in the community room and lower lobby. After a service call, it was determined the compressor in one of the 5 roof top units was not working properly. Despite efforts to repair it, the compressor in the air conditioning unit has failed and needs replaced. Jansen Heating and Air Conditioning, which services our HVAC system, has provided a quote of \$8,145.12 to replace the faulty compressor.

Village Staff reviewed the HVAC repairs with the Public Building and Parks Committee on July 22 and they have recommended awarding the repair work to Jansen Heating and Air in the amount of \$8,145.12. Discussion also ensued about the timing of the repairs since there is a lag in shipment of the compressor. The Committee recommended proceeding with the replacement compressor prior to the council meeting so as to not cause additional problems with areas of the Municipal Building not being properly treated.

As of August 6, Jansen has not yet replaced the compressor, but anticipates replacement soon.

If you have any questions, please let me know.

PASSED:
BY:

RESOLUTION NO. 2020-24

RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A
CONTRACT WITH JANSEN HEATING AND AIR CONDITIONING TO REPLACE
THE COMPRESSOR FOR UNIT 5 OF THE MUNICIPAL BUILDING'S HVAC
SYSTEM

WHEREAS, the Village maintains a Municipal Building, which houses the Village's administration, police, fire, and other operations;

WHEREAS, the Municipal Building's air conditioning has ceased working in the lower level of the building, particularly in the community room and lower lobby;

WHEREAS, after a service call, it was determined that the compressor in one of the 5 roof top air conditioning units was not working properly and was not capable of being repaired.

WHEREAS, Village staff reviewed the matter with the Public Building and Parks Committee on July 22, 2020 to discuss the necessary repairs and a quote received from Jansen Heating and Air Conditioning to repair the faulty compressor for the amount of \$8,145.12.

WHEREAS, the Public Building and Parks Committee recommended that the Village award the repair work to Jansen Heating and Air Conditioning and recommended proceeding with the repairs as soon as possible due to the potential for delays in the order and delivery of the replacement compressor.

WHEREAS, work to repair the compressor began during the week of August 3, 2020;

NOW, THEREFORE, BE IT RESOLVED BY THE Council of Amberley Village, State of Ohio, members elected thereto concurring:

SECTION 1: The Village Manager is hereby authorized and directed to enter into a contract with Jansen Heating and Air Conditioning for the repair of the faulty compressor on the Unit 5 rooftop air conditioning unit at the Municipal Building at a cost not to exceed \$8,145.12, substantially in conformance with the quote received from the vendor which is incorporated herein.

SECTION 2: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

Passed this _____ day of _____, 2020.

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 _____ 2020, 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

TO: Village Council
FROM: Scot F. Lahrmer, Village Manager
DATE: August 7, 2020
RE: Partnership with Mount Notre Dame High School

ITEM: Resolution 2020-25, Amberley Village Tennis Court Lease to Mount Notre Dame High School

ACTION REQUESTED: By motion, adopt **Resolution 2020-25** authorizing a lease agreement with Mount Notre Dame High School for tennis courts at Amberley Green.

PURPOSE: To renew the Amberley Green (AG) tennis court lease between the Amberley Village and Mount Notre Dame High School (MND).

The recently expired tennis court lease agreement between Mount Notre Dame High School (MND) and Amberley Village was originally executed in August of 2009. The original lease was for 5 years, which ran from August 1, 2009 through July 31, 2014, with an option for a 5-year renewal. The Village and MND agreed to exercise the right to renew the lease for the 5-year renewal period, which expired in August of 2019.

With the original lease agreement, MND paid to reconstruct the courts. The initial cost to Mount Notre Dame to convert the clay tennis courts to hard tennis courts in the summer of 2009 was \$133,915. At that time, MND was able to get the nets and net posts donated. Fortunately, no repairs had to be made until the summer of 2017. At that time, MND had the courts cleaned with detergent and low pressure to remove dirt, mold and algae. After the courts were cleaned, MND contracted for the repair of all the cracks at a cost of \$5,000 and replaced the nets spending approximately \$7,000 on the courts in the summer of 2017. Currently, the courts are in need of repair again, similar to the repairs done in 2017.

MND contacted the Village in 2019 proposing to sign a new lease agreement with the Village to continue to utilize the courts for their tennis program. The Village concurred the previous lease agreement had been a good arrangement for Amberley Village. Since MND had invested nearly \$150,000 the past ten years in making the entrance to Amberley Green look attractive and a place filled with activity, it also gave MND home courts and helped their tennis program thrive over the years. MND has shared that during this time, their tennis program has sent several individuals to the state tournament and the team finished state runner up once during this period. MND's Athletic Department and tennis program take great pride in the courts and the relationship between Mount Notre Dame and Amberley Village has been worthwhile and very unique.

The proposed lease agreement would be up to a 5-year lease with renewal terms providing for up to an additional 5 years. The terms and conditions would be the same as the previous lease, having MND responsible to repair and maintain the courts and the Village responsible to maintain the grounds surrounding the courts including the parking lot. In anticipation of the new lease, MND has contracted to have the courts repaired in time for their fall season, estimating the cost of the repairs to be between \$7,000 and \$10,000. Keep in mind, if not for MND, the Village would have to pay for this expense from its General Fund.

MND will continue to have the right of first use for sanctioned team practices and matches and Village residents would have access to the courts when not being used by the MND tennis team or other organized events. The Village would also have the right to lease the courts to other schools or organizations when MND's season has concluded. And if the Village needed to terminate the contract, the Village's obligation is to give 6 months notice without any compensation to MND for reimbursing their investment .

The Public Buildings and Parks Committee has reviewed and recommended extending the Amberley Green tennis court lease agreement between the Village and MND.

If you have any questions, please let me know.

PASSED:
BY:

RESOLUTION NO. 2020-25

RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A
LEASE AGREEMENT WITH MOUNT NOTRE DAME HIGH SCHOOL FOR
LEASE OF TENNIS COURTS ON A PORTION OF REAL PROPERTY

WHEREAS, Amberley Village is the owner of certain improved real property located at 7801 Ridge Road, Amberley Village, Ohio 45237 ("Property");

WHEREAS, Amberley Village and Mount Notre Dame High School ("MND"), entered into a Lease Agreement ("Lease") on August 19, 2009, pursuant to which MND currently leases a portion of the Property referred to above for use as tennis courts;

WHEREAS, Amberley Village has received a request from MND to execute a new Lease to extend its terms and to modify said Lease more particularly described in the Lease Agreement attached hereto as Exhibit "A";

WHEREAS, the Village Council has determined it is in the best interests of the Village to enter into said Lease in that MND agrees to continue to improve and maintain the tennis courts which is a beneficial use of the Property to Amberley Village;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF AMBERLEY VILLAGE, STATE OF OHIO, seven (7) members elected thereto concurring,

SECTION 1: Amberley Village approves the Lease Agreement with Mount Notre Dame High School.

SECTION 2: The Village Manager is authorized and directed to execute any and all agreements and to take other actions as may be necessary and appropriate in furtherance of completing and carrying out the Lease Agreement.

SECTION 3: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

Passed this _____ day of _____, 2020.

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 _____ 2020, 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

LEASE AGREEMENT

This Lease Agreement ("Lease") is made and executed as of the _ day of _____, 2020 between **AMBERLEY VILLAGE, OHIO**, an Ohio municipal corporation, hereinafter referred to as "Lessor" and **MOUNT NOTRE DAME HIGH SCHOOL**, hereinafter referred to as "Lessee".

I. DESCRIPTION AND USE OF PREMISES

In consideration of the rents, covenants, and agreements hereinafter set forth, Lessor leases to Lessee and Lessee leases from Lessor, for the sole purpose of using and improving certain tennis courts and related parking, that certain premises situated in the Village of Amberley, County of Hamilton, State of Ohio, and more particularly shown on Exhibit "A" attached hereto and located at Amberley Green with an address 7801 Ridge Road, Amberley Village, Ohio 45237, ("Leased Premises"). The Leased Premises shall be used by Lessee only for officially sanctioned Mount Notre Dame High School tennis teams for their scheduled practices and matches. Notwithstanding the foregoing, residents of Amberley Village and other users authorized pursuant to Paragraph V, shall also be permitted to use the tennis courts on the Leased Premises subject to Lessee's right of priority to use the courts. As used herein, the term "Leased Premises" refers to the real property above described and to any improvements located thereon from time to time to the terms hereof.

II. TERM AND LESSOR'S RIGHT TO TERMINATE

The term of this Lease shall be for an initial term of up to five (5) years commencing on _____, 20____, and ending on _____, 20____. Renewal terms providing for up to an additional five (5) year term are provided in Paragraph IV. Notwithstanding the foregoing, Lessor shall have the absolute right to terminate this Lease at any time during the initial term or any renewal term upon six (6) months prior written notice to Lessee. If Lessor terminates the Lease within the first five (5) lease years, After five (5) years (_____, 20____), Lessor shall be permitted to terminate this Lease upon prior written notice pursuant to the terms of Paragraph IV.

III. RENT

The total consideration paid by Lessee for this Lease for the initial five (5) year term shall be the cost of the improvement work to be completed by Lessee in accordance with Exhibit "B" attached hereto. The rent for any renewal term shall be One Dollar per year.

IV. RENEWAL OPTIONS/RIGHT TO TERMINATION

If the Lease remains in effect, Lessee may, at its option, obtain a renewal or extension of this Lease for up to an additional five (5) year period for no additional cost, provided Lessee shall not otherwise be in default of this Lease and provided Lessee continues to maintain the Leased Premises and otherwise complies with all other terms and conditions imposed on Lessee in this Lease. Notwithstanding the foregoing, in the event that the Amberley Green development necessitates the use of the Leased Premises, and upon six (6) months written notice by Lessor to Lessee, Lessor shall have the right to terminate this Lease.

V. NON-EXCLUSIVE USE OF LEASED PREMISES

Notwithstanding the provisions of Paragraph XII, Lessor and Lessee agree that Lessor shall be permitted to rent the Leased Premises to other schools and organizations ("Other Users") and Other Users shall be subject to the terms of this Lease. Rental of the Leased Premises shall be coordinated with the calendared use by Lessee, so as not to conflict with Lessee's schedule. Lessee may vet Other Users on behalf of Lessor. Lessor may charge and collect rent from Other Users at a rate and upon terms agreeable between these parties.

VI. UTILITIES AND TAXES

There are no utilities supplied to the Leased Premises. Lessor shall pay for all real estate taxes, if any, associated with the Leased Premises.

VII. INSURANCE

Lessor shall insure the Leased Premises for fire and casualty on the buildings (if any) and improvements, if any, situated on the demised premises to the extent of the full insurable value thereof. All insurance proceeds collected shall be used toward the full compliance of the obligations of Lessor assumed under Section XXI hereof.

Lessee hereby covenants and agrees that at all times during the original term of this Lease and any renewal term, to maintain and keep in force for the mutual benefit of Lessor and Lessee:

Comprehensive General Public Liability Insurance and umbrella coverage against all claims for personal injury, death, or property damage occurring upon, in, or about the demised premises in the amount of not less than Three Million (\$3,000,000.00) Dollars. In the event Lessee purchases limits in excess of Three Million (\$3,000,000) Dollars, said higher limits shall also apply to Lessee as an additional insured as required by this agreement.

Lessee agrees that its general and umbrella liability insurance shall name Lessor, and if applicable Lessor's mortgagee, as an additional insured(s) with coverage applying on a primary and non-contributing basis irrespective of any other liability coverage that Lessor may purchase for Lessor's own benefit. Lessee shall furnish copies of Certificates of such insurance evidencing payment thereof to Lessor as the same shall be requested in writing from time to time by Lessor. The policies of insurance under this Paragraph VII shall name Lessee, as insured. If Lessee fails to comply with the requirements of this Paragraph VII, such failure shall constitute an event of default hereunder. In such event, upon the failure of Lessee to furnish any policy of insurance as set forth herein within twenty (20) days after said request, Lessor may, without prejudice to any other remedy provided herein or by law or equity, and without obligation to do so, at its option, obtain the same and the premium thereof shall be immediately due and payable as additional rent.

VIII. INDEMNIFICATION AND SUBROGATION

Lessee and Lessor each hereby release and relieve the other, and waive their entire right of recovery against the other for loss or damage arising out of or incident to the perils insured against under Paragraph VII, which perils occur in, on, or about the demised premises, whether due to the negligence of Lessor or Lessee or their agents, employees, contractors, and/or invitees. Lessee and Lessor shall, upon obtaining the policies of insurance required hereunder, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

Lessee shall indemnify and hold harmless Lessor from and against any and all claims arising from Lessee's use of the demised premises or from the conduct of Lessee's business or from any activity, work, or thing done, permitted or suffered by Lessee in or about the demised premises or elsewhere, and shall further indemnify and hold harmless Lessor from and against any and all claims arising from any breach or default in the performance of any obligation on Lessee's part to be performed under the terms of this Lease, or arising from any negligence of the Lessee, or any of Lessee's agents, contractors, or employees, and from and against all costs, attorney fees, expenses, and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against Lessor by reason of any such claim, Lessee upon notice from Lessor shall defend the same at Lessee's expense by counsel satisfactory to Lessor.

IX. EXEMPTION OF LESSOR FROM LIABILITY

Lessee hereby agrees that Lessor shall not be liable for injury to Lessee for damage to the property of Lessee, Lessee's employees, agents, invitees, students, or any other person in or about the demised premises, nor shall Lessor be liable for injury to Lessee or its employees, agents, invitees, students, or contractors, whether the said damage or injury results from conditions arising upon the demised premises or upon other portions of the Property of which the demised premises are a part or from other sources or places, regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Lessee.

X. WARRANTIES OF TITLE AND QUIET POSSESSION

Lessor covenants that Lessor is seized of the demised premises in fee simple and has full right to make this lease; and further, Lessor hereby covenants and agrees that if Lessee shall perform all the covenants and agreements herein stipulated to be performed by Lessee, that Lessee shall have quiet and peaceable possession of the demised premises during the term of this Lease.

XI. DELIVERY OF POSSESSION

Lessor shall deliver possession of the Leased Premises to Lessee upon full execution of this Lease subject to all provisions of this Lease.

XII. SUBLETTING AND ASSIGNMENT

Lessee may not sublet the premises in whole or in part, without Lessor's prior written consent. Any such consent granted by Lessor shall not release Lessee from or otherwise affect in any manner, any of Lessee's obligations hereunder. Lessee shall not assign or transfer this lease, or any interest herein, without the prior written consent of Lessor, and a consent to an assignment shall not be deemed to be a consent to any subsequent assignment.

XIII. NOTICES

All notices, demands, or other writing in this lease provided to be given or made or sent by either party hereto to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, postage prepaid, and addressed as follows:

To Lessor:
Amberley Village,
Ohio
Attn: Village Manager
7149 Ridge Road
Amberley Village,
Ohio 45237

To Lessee:
Mount Notre Dame High School
Attn: Judy Gerwe, Pres.
711 E. Columbia Ave.
Cincinnati, Ohio 45215

The address to which any notice, demand, or other writing may be given or made or sent to any party as above provided may be changed by written notice given by such party as above provided.

XIV. DUTY TO REPAIR/MAINTENANCE

Lessee, at its sole expense, shall put the Leased Premises in condition fit for use as tennis courts beginning on or before the commencement of this Lease. Lessee's occupancy of demised premises shall be deemed its acceptance of the condition of the premises. Thereafter and during the term of this lease, Lessee at its sole expense shall keep five (5) tennis courts situated on the Leased Premises in good repair, including replacement if necessary. Lessee is responsible for maintaining all Leased Premises related parking surfaces and spaces inside the fenced area. Lessor is responsible for maintaining all parking surfaces, entranceways, driveways, and parking spaces outside the fenced areas.

XV. MORTGAGE SUBORDINATION

Lessee agrees that this Lease is subject and subordinate to any mortgage or mortgages wherein the Lessor is the mortgagor which may now hereafter affect the real property of which the demised premises form a part, and to all renewals, replacements, and extensions thereof.

Any mortgage placed on the premises by Lessor after the effective date of this Lease shall be subordinate to this Lease, and in the event of such a mortgage, Lessor shall cause the mortgagee to agree to notify the Lessee of any default on any such mortgage.

XVI. LIENS

Lessee shall not at any time suffer or permit the attachment to the Leased Premises of any lien for work done or materials furnished in connection with the maintenance of the premises by Lessee in accordance with Paragraph XIV of this Lease, or the alteration of the premises in accordance with Paragraph XVII of this Lease. If any such lien attaches to the premises and is not discharged or released within sixty (60) days from the date of attachment, Lessor may, at its option, pay to the lien claimant the amount of such lien and notify Lessee of such payment, in which event such amount shall be immediately due and payable by Lessee and shall bear interest at the rate of 8% per annum; provided, however, if Lessee desires to contest said lien, Lessee shall furnish to Lessor a bond written by a surety company licensed to do business in Ohio or other security satisfactory to Lessor for an amount, at least equal to the amount of the lien for the Lessor's protection against all loss or expense on account of such asserted lien during the period of contest. Notwithstanding the foregoing provisions, Lessee shall have the right to grant a security interest in the trade fixtures and equipment installed in the Leased Premises as more particularly set forth in Paragraph XVIII.

XVII. ALTERATIONS

During the term of this Lease, Lessee may make such alterations, additions, and improvements to the Leased Premises as may be necessary to meet the needs of their operation only with the prior written consent of the Lessor. Building permits and other required governmental approvals shall be obtained at Lessee's expense. All alterations which may be made on the premises shall become the property of Lessor and remain upon and be surrendered with the premises at the expiration of the term, subject to the provisions of Paragraph XVIII. No signs shall be erected without prior written approval from Lessor.

XVIII. IMPROVEMENT, FIXTURES AND EQUIPMENT

All trade fixtures and equipment shall remain and continue to be the sole and absolute property of Lessee and may be replaced at any time during the term of this Lease and may be removed at the expiration of this Lease, provided, however, that such removal shall not impair the structural integrity of the Leased Premises. Lessee shall repair or replace any damage or damaged structures resulting from such removal. Lessee may grant a security interest or other lien in any and all trade fixtures and equipment which it has a right to remove, and Lessor agrees that, upon request by Lessee, Lessor will execute written waivers of any lien on or right to such equipment and trade fixtures. Lessor shall have no liability for repayment of any loan made to Lessee by a third party.

XIX. SURRENDER OF PREMISES

Lessee will deliver up and surrender possession of the Leased Premises to Lessor upon the expiration of this Lease, any renewal or extension thereof, or its earlier termination thereof, if specifically provided for herein, in as good and substantial state of repair, reasonable wear and tear excepted.

XX. DEFAULT BY LESSEE AND REMEDIES

The following events shall be deemed to be events of default by Lessee under this Lease:

1. Lessee shall fail to pay any installments of rent or any other obligation hereunder involving the payment of money and such failure shall continue for a period often (10) days after the date due.
2. Lessee shall fail to comply with any and all terms, provisions or covenants of this Lease, other than as described in subsection (1) above, and shall not cure such failure within thirty (30) days after written notice thereof to Lessee.
3. Lessee shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors, or shall file a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any State thereof, or Lessee shall be adjudged bankrupt or insolvent in proceedings filed against Lessee, or a receiver or trustee shall be appointed for the Leased Premises or for all or substantially all of the assets of Lessee.
4. Lessee shall do or permit to be done anything which creates a lien on the Leased Premises in violation of Paragraph XVI.

Upon the occurrence of any such event of default, Lessor shall, in addition to any remedy available under law, have the option to pursue either of the following alternative remedies:

(a) Lessor may re-enter the Leased Premises and terminate this Lease and recover from Lessee all damages proximately resulting from the breach, including the cost of recovering the Leased Premises, and the worth of the balance of this Lease over the reasonable rental value of the Leased Premises for the remainder of the Lease Term, which sum shall be immediately due Lessor from Lessee; or

(b) Lessor may re-enter the Leased Premises and terminate this Lease and shall have the right to relet the Leased Premises for the remainder of the Lease Term for the highest rent then obtainable and to recover from Lessee the difference from the rent payable by Lessee under this Lease and the amount obtained through such reletting, less the costs and expenses incurred by Lessor in such reletting including, but not limited to, costs of refurbishing the Leased Premises, realtor's commissions, advertising costs and reasonable attorney fees. In the event that the amount obtained through

such reletting less the reasonable costs thereof, shall exceed the rent herein reserved, Lessor shall not be required to pay such excess to Lessee. Should Lessor be unable to relet the premises for any part or all of the remainder of this Lease Term after making diligent attempts to relet, the Lessor shall be entitled to the full amount of the rent due from Lessee during such period, plus such costs incurred by Lessor in terminating the Lease and reletting the premises.

XXI. CONDEMNATION

If all the Leased Premises shall be appropriated or condemned by any public or quasipublic authority in the exercise of its right of condemnation or eminent domain, this Lease shall terminate as of the time when possession shall be required by such public or quasi-public authority. Notwithstanding the termination of this Lease, both Lessor and Lessee shall have the right to prosecute their claim for an award and/or to share in the proceeds of any reward based upon their respective interests.

In the event that a part of the Leased Premises shall be taken or condemned such that (a) such partial taking shall modify the premises so that they are no longer suitable for Lessee's purposes; (b) such partial taking shall result in cutting off direct access from the Leased Premises to any adjacent public street or highway; or (c) shall otherwise render the remainder of the premises not reasonably suitable for Lessee's occupancy, then and in such event, either Lessor or Lessee may, at any time, either prior to or within a period of sixty (60) days after the date when the condemning authority shall require possession of the part of the Leased Premises, terminate this lease. Notwithstanding the termination of this Lease, both Lessor and Lessee shall have the right to prosecute their claim for an award and/or to share in the proceeds of any reward based upon their respective interests.

In the event that this Lease shall not terminate after any part of the Leased Premises is taken or condemned, there shall be a reduction in rental equal to the percentage of the ground area of the Leased Premises which is taken or condemned, and both Lessor and Lessee shall have the right to prosecute their claim for an award and/or to share in the proceeds of any reward based upon their respective interests..

XXII FIRE & OTHER CASUALTY

In the event any building or tennis courts should be damaged by fire or other casualty insured against in the "all-risk" insurance policy, the Lessor shall use the proceeds to restore the building or tennis courts which may have been damaged or destroyed in whole or in part. Lessor agrees that upon receipt of such proceeds, it will (i) promptly commence the reconstruction, repair or restoration of the damaged building or tennis courts, (ii) complete the same with as much dispatch as conditions will permit, and (iii) restore the same to the conditions substantially similar to or equally as good as the condition thereof preceding such loss or damage insofar as it may be reasonably possible. Any rent herein shall not abate during the period required to restore the premises.

XXIII. PARTIES BOUND

The covenants and conditions herein contained shall, subject to the provisions as to assignment, transfer, and subletting, apply to and bind the heirs, successors, executors, administrators and assigns of all of the parties hereto; and all of the parties hereto shall be jointly and severally liable hereunder.

XXIV. NON-WAIVER

The failure of the Lessor or Lessee to enforce any of the rights given to it under this Lease by reason of the violation of any of the covenants in this Lease to be performed by Lessee or Lessor shall not be construed

as a waiver of the rights of the Lessor or Lessee to exercise any such rights as to any subsequent violations of such covenants, or as a waiver of any of the rights given to the Lessor or Lessee by reason of the violation of any of the other covenants of this Lease.

XXV.HOLDING OVER

No holding over by Lessee after the original term of this Lease, a renewal term, or after notice of termination by Lessor, if applicable, shall operate to extend this Lease. In the event Lessee remains in possession of the Leased Premises after the expiration of this Lease without Lessor's written consent, Lessee shall be deemed to be occupying the Leased Premises as a tenant from month to month at a rent to be determined by Lessor, and shall otherwise be subject to all the conditions, provisions, and obligations of this Lease insofar as they are applicable to a month to month tenancy.

XXVI.CONSTRUCTION OF LEASE/CAPTIONS

Words of any gender used in this Lease shall be held to include any other gender, and words in the singular number shall be held to include the plural, when the sense requires wherever used herein, the words Lessor and Lessee shall be deemed to include the heirs, personal representatives, and permitting successors, sublessees, and assigns of said parties, unless the context excludes such construction. The paragraph titles of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

XXVII.INVALIDITY OF PROVISIONS

If any term or provision of this Lease or the application thereof to any person or circumstances shall, to an extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons whose circumstances are other than those as to which it is held invalid or unenforceable shall not be affected thereby.

XXVIII. ENTIRE AGREEMENT

This Lease and the exhibits hereto, each of which is attached to this Lease and hereby incorporated by reference, contain the entire agreements between the parties, and any agreement hereafter made shall be ineffective to change, modify, discharge, or effect an abandonment of it in whole or in part, unless such agreement is in writing and signed by the parties hereto. Neither Lessor nor Lessee shall record this Lease. The parties will execute and cause to be recorded a Memorandum of this Lease upon the written request of the either party, which memorandum will contain only the minimum information required by applicable Ohio statutory law.

XXIX. GOVERNING LAW

This Lease shall be governed and construed in accordance with the laws of the State of Ohio.

LESSOR:

AMBERLEY VILLAGE, OHIO,
a Municipal corporation of the State of Ohio

By: _____
Scot F. Lahrmer, Village Manager
Date: _____

ACKNOWLEDGEMENT

State of Ohio

County of Hamilton

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Scot Lahrmer, Village Manager of Amberley Village, Ohio, on behalf of the municipal corporation.

Notary Public
Print Name: _____
My commission expires: _____ [SEAL]

APPROVED AS TO FORM:

Andrew R. Kaake, Village Solicitor

SIGNATURE CONTINUED ON FOLLOWING PAGE

LESSEE:
MOUNT NOTRE DAME HIGH SCHOOL

Signature: _____
Print Name: Judy Gerwe, President
Date: _____

ACKNOWLEDGEMENT

State of Ohio

County of Hamilton

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Judy Gerwe, President of Mount Notre Dame High School, and as duly authorized.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

Amberley



Mount Notre Dame
711 E. Columbia Avenue
Cincinnati, Ohio 45215
Attention: Mark Schenkel

June 7, 2020

We, Harry Ewers and Sons, Inc., propose to perform the following improvements to the asphalt tennis courts at the above listed address as follows:

Option #1: (traditional crack repair)

1. All major cracks will be sealed with latex crack-filler to yield.
2. Several coats of matching Decocolor will be carefully applied to the repaired crack surface.
3. Any disturbed lines will be re-stripped to U.S.T.A. regulation for doubles play with white textured line paint.

Cost of this option would be: \$ 6,975.00

**VILLAGE MANAGER'S REPORT
AUGUST 10, 2020 COUNCIL MEETING**

Dear Mayor and Council Members:

Developments

Zoning

The BZA met on Monday, August 3, 2020 and approved two variances for sheds. A public hearing was then held by the Planning Commission regarding changes to the Amberley Green zoning text, and was referred to Council with changes. The next meeting is tentatively scheduled for September 9, 2020, which would set the filing deadline at Wednesday, August 19, 2020.

Since the last council session, seven (7) zoning permit requests were approved. These include Duke Energy repair and maintenance work, construction of a screened porch, a one-story addition; black, chain-link fence installation, sunroom construction, and garage construction.

Property Maintenance

There were also several property maintenance violation notices sent in July. Seven (7) of those properties are in the follow-up process to make sure corrections have been accomplished. Additionally, we are attempting alternate methods of communication for three (3) property owners who either have not received their notice or who have not claimed their notice from the Post Office.

Maintenance Department Activities

Street and Right of Way

A water main break occurred this month around 2205 Bluegrass Lane. As this happened in the middle of the night, water ran for a few hours before Greater Cincinnati Water Works (GCWW) could repair the break. The break caused the roadway, gravel, and mud to spread over most of the street and to the end of the cul-de-sac, and wet mud was problematic to clean up. Amberley Village crews scraped some of the mud with our backhoe and tried to sweep up as much mud and debris as possible, however, two attempts resulted in spreading mud and debris even more into the pavement.

Crews later covered the catch basin inlets with debris-catching screens and washed the entire street down with the Fire Department's Quint 4. GCWW later had Adleta Construction remove most of the asphalt on Bluegrass Lane and repaved the street where the leaking water had damaged the road from under the road surface.

Other right of way details:

- Picked up 20 bales of straw from Symmes Township and unloaded it in the shipping container. Also helped unload the straw shipment into the storage barn of Symmes Township.
- Used Symmes Township's boom arm mower to trim the back streets and ROW's on Ridge, Section, and Galbraith Roads.
- Replaced missing reflectors on guard rails on Section and Ridge Roads.
- Replaced Corporation sign that had been cracked and damaged in a windstorm at Galbraith Road at Sagamore.
- Removed fallen oak tree out of roadway on Galbraith Road near Adath Israel, which resulted in 2 loads of logs and 1 load of wood chips. The project required overtime, and blocked Galbraith for several hours.

Brush Chipping

Maintenance Crews continued residential brush chipping service, which required 90 man hours and generated 188 cubic yards of wood chips, logs and other debris during the month of July.

Crews also picked up 7 dead animals, 3 of which were deer. Maintenance Crews delivered 92 cubic yards of wood chips to Village residents.

Storm Water

Maintenance Crews repaired a sink hole near the catch basin at 3215 Lamarque Drive. This involved saw-cutting the street, repairing joints in the concrete pipe, rebuilding the sidewalls of the catch basin, back filling and tamping the excavation, replacing the concrete curb, and blacktopping part of the roadway.

Other storm water details:

- Dug new drainage swale, added straw mat and grass seed, and cut a window in the side of catch basin wall at 3175 Lamarque Drive. This was a change order from the last road program.
- Saw-cut concrete curb for water to discharge for resident's upcoming driveway project at 5035 Rollman Estates Drive.
- Cleaned and checked creeks and catch basin list three times this month.
- Swept glass from roadway on Section Road and Laurel Oak Lane.
- Replaced missing bricks and rebuilt side walls of catch basin at 2184 Bluegrass Lane.
- Maintenance Department staff and Wes Brown watched the annual (MS4) and implicit bias training videos.

Facilities Maintenance and Repairs

Tony Chesney and Ryan Monahan met with members of the State of Ohio Storm Water Board to update and inspect our North Site (MS4) storm water plan. Some recommendations were implemented following their visit.

The Municipal Building is still closed to the public, except for Council, Mayor's Court and BZA meetings. Cleaning and sanitizing is still taking place on high-touch surfaces throughout the

building, as well as at the North Site.

Other facilities details performed:

- Performed monthly facilities inspections and made repairs to the Maintenance Facilities and Municipal Building.
- Removed graffiti from the trash cans on the lower walking track.
- Installed new tennis court score keepers on Municipal Building tennis courts.
- Attempted to repair the electric service at the tennis court gate and tennis court building.
- Cleaned bird waste, placed new Tree City USA stickers, and trimmed the grass in planting beds at Ridge and Galbraith Roads.
- Repaired the stove top exhaust system in the Police Department kitchen.
- Met with electrical contractor about installing new electric service at the Amberley Green property.
- Cut trees and trimmed bushes at Amberley Green for new electric line to be installed.
- Assisted Mills Fence with lifting new gate off their truck and placing on the roller guides of Gate #2.
- Replaced several missing and loose stones on wall near the tennis court walkway.
- Picked up piles of trimmed brush and downed trees at Amberley Green.
- Moved Police Chief and Village Manager office furniture and assembled some of the new office desks. Old furniture was placed in the fire house for auction.
- Removed the growing cattails and other vegetation from the retention pond in lower field at the composting site. Graded and added rip rap stone to slow down water movement.
- Relabeled and updated spill kits around the gasoline, diesel, and oil tanks.
- Pumped water out of the Amberley Green pool to fill both 2,500-gallon rain garden tanks.
- Cut down overgrown and dead trees on the lower walking track.
- Assisted with moving “Track Closed” signs on walking track.
- Harry Ewers and Sons seal-coated the walking track over a 3-day period.

Equipment Maintenance

Maintenance Crews performed inspections, cleaned and made minor repairs to all trucks. Crews also performed the weekly vehicle inspections.

Other equipment maintenance performed:

- Greased and washed backhoe.
- Cleaned and sharpened chain saws for the Maintenance and Fire Departments, along with picking up new parts for both from Central Tool.
- Picked up Trucks 116, 216, and 316 following oil and filter changes performed by Donovan’s Auto Center.
- Truck 420 went back to Kaffenbarger Truck Equipment in New Carlie for warranty work on brine tank.
- Replaced wheels and bearings on the baseball diamond drag.
- Serviced backpack blowers and a few chain saws with tune-up kits and spark plugs.

- Replaced broken ball joint on Symmes Township tractor.
- Serviced paint striper, and prepared trailer, stencils, and materials for the upcoming painting season.
- Replacement of rear brake pads and rotors on Truck 615 by Blust Motor Service.

Fire Training

- Jim Swader and Bobby Williams assisted with Fire Detail at the JCC Summer Camp.
- Annual physical fitness test.

Police Activity

During the month of July, the Police Department received 697 calls for service. There were 81 citations issued for Mayor's Court last month, 25 of which were for Municipal Court and 0 were for Juvenile Court. Vehicle accidents totaled 10 (4 claims were reported for personal injury) during the month. Minor misdemeanor citations resulted in 6 drug offenses and 4 open containers. K-9 activity included 8 drug sniffs, and others to include training.

Fire Activity

During the month of July, there were 57 reports taken by the Fire Department. Of the 57 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

- Kathy Harcourt attended two webinars: "Retirement Plan Relief Under CARES Act," and "Coronavirus Relief Fund Local Assistance Program Update."
- Carolyn Wallis and Tammy Reasoner viewed the recorded video of Amberley Village Implicit Bias Training.
- Tony Chesney, Wes Brown and I met with Bobby Fisher and his contractors then later met in his yard and walked parts of the Section Road storm water system.
- Tammy Reasoner and videographer Jim Prues interviewed Mayor Muething, Wayne Signer of EZ Pack, Melissa Johnson of The Port and me for two promotional videos geared toward attracting new residents and businesses. B-roll of the Village Maintenance Department was also taken for inclusion in the videos.
- An administrative staff meeting was held to discuss: council action from July 13 meeting; upcoming agenda items for August and September council meetings; August E-News; Payday News; reminder to watch Implicit Bias Training video; raising awareness regarding racism; Ice Cream Social alternatives and looking ahead.
- I attended an In Law & Equity Panel Discussion webinar regarding "What the SCOTUS Decision Means to Employers and the LGBTQ+ Community."
- I attended a webinar entitled "The Two Pandemics: Systemic Racism and COVID-19"
- I met with our new Village Law Director Andy Kaake.

- I met with Monroe City Manager Bill Brock regarding his CAMA presidency.
- I met with Golf Manor Village Manager Ron Hirth.
- I attended the Public Buildings and Parks Committee meeting held via Zoom with the following items on the agenda: dogs under control at Amberley Green, MND tennis court lease, electric at Amberely Green, tree/bench donation program, and replacement of a compressor at the Municipal Building.
- I met with resident Jim Hull.
- I attended the Finance Committee meeting held via Zoom to review June financials.
- I met with Duke Energy representatives and residents Dena Morton and Mordie and Stacey Edelstein regarding Duke's plans to address the electrical outages on Laurel Oak and Elbrook.
- I met with residents Safina Uberoi and Lukas Rucker along with their contractor Lee Buckley of Nati Buck regarding the Frank Lloyd Wright house.
- I remotely attended the regular bi-weekly COVID-19 update meetings for local government leaders hosted by the Hamilton County Commission Chair Denise Driehaus, Hamilton County Health Commissioner Greg Kesterman, County Administrator Jeff Aluotto and Hamilton County Director of Emergency Management & Homeland Security Agency Nick Crossley.
- I met with Law Director Andy Kaake.
- I attended the Law Committee meeting regarding introduction of Law Director Andy Kaake and consideration of "hedge" language in our code.
- I attended the regular meeting of the Amberley Village Board of Zoning Appeals, which included a public hearing of the Planning Commission regarding zoning code text for Amberely Green.
- Wes Brown and I met with Chad Shaffer and others of Duke Energy regarding the Central Corridor Pipeline project.
- I attended a webinar entitled "Understanding the Fiscal Impact of the Pandemic Recession."
- Wes Brown and I met with Frank Twehues of CT Consultants to discuss Amberley Village grant funding.
- I met with a Master of Public Administration student who was interested in learning more about public administration/city management.
- Auditors from the State of Ohio were on site for three days for their regular bi-annual review.

Communication to Residents

Social media posts on the following topics were distributed during the month:

- Amberley Village July Council meeting video
- Regular public meeting notices
- August E-News (see below for topics)
- Brush collection reminder and new video
- 2020 Ice Cream Social announcement - Drive Thru Event on August 23 from 1 - 4 p.m.
- Road closure at Galbraith - tree down

- Tennis court resurfacing at Amberley Green & Pickleball
- Tax day reminder
- Updated cover photos
- Preliminary announcement regarding arrests in car thefts

August E-News was distributed on Wednesday, August 5, and included a video from the Village Manager sharing information and details regarding proposed changes to the Amberley Green Zoning Code Text, with an announcement regarding the public meeting of Council on September 14 at 6:30 p.m. Additional topics covered in the newsletter included:

- Drive-Thru Ice Cream Social scheduled for Sunday, August 23
- Council Amends Property Maintenance Code
- Property Maintenance Spotlight: Painting Your Home (Part II)
- Brush Collection update & new video demonstrating proper brush piles
- Amberley Village Earns 16th Tree City USA Appointment
- Facilities Update: Tennis Courts, Pickleball, and walking track sealcoating complete
- Vacation Home Checks
- Travel & COVID-19 with links to CDC website for travelers, as well as a video podcast related to domestic travel within the US
- National Perspective on COVID-19 with links to Washington Post and Johns-Hopkins (via the AV website COVID-19 page)
- 2020 Census Next Steps: Home Visits Beginning in August
- Regular Features/Staying Connected
- July Legislation Council & next council meeting information

2020 Census Update

Amberley Village response rate continues to climb upward, with an 85.3% self-reporting rate vs. 67.4% in Ohio and compared to 63.1% for the United States as of August 6, 2020. Amberley Village continues to include messaging regarding the Census in newsletters and social media to encourage its goal of 100% response.

Electric and Natural Gas Aggregation Savings

Energy Broker Jordan Haarmann from Affordable Gas and Electric (AG&E) provided an updated savings report for Amberley Village's electric and natural gas aggregation programs as reflected below.

Residential-Business Aggregation

Electric: \$35,711 (through June 30, 2020)

Gas: \$18,034 (through June 30, 2020)

Combined Total: \$53,745

The Village is also part of a collaborative effort to join together for the best electric rates for our

municipal facilities. As of June 31, 2020, the Village has realized a year-to-date savings as follows:

Municipal Building Electric Aggregation

Year to date: \$1,680 (through June 30, 2020)

Natural Gas Aggregation Update

Last month, Village Council authorized me to enter into a contract for our natural gas aggregation program. AG&E bid out the program to three suppliers: IGS Energy (current program supplier), Constellation, and Volunteer Energy. The results of the RFP saw IGS Energy come in as the lowest priced supplier for the new term beginning this fall based on the fixed rate costs and adders, while leaving the gas commodity (biggest chunk of the rate) variable under the managed rate scenario.

The Village has contracted with IGS with a 24 month rate at \$0.084/Ccf compared to our current rate of \$0.087/Ccf. We are not locking in at this time but will lock in before winter rolls around so residents are protected from typical rising rates during those times.

Results of the RFP are shown below:

<u>IGS Energy:</u>	<u>Constellation:</u>	<u>Volunteer Energy:</u>
12 mos - \$0.077/Ccf	\$0.101	\$0.0884
24 mos - \$0.084/Ccf	\$0.105	\$0.0868

Park Improvements

In addition to completing the repairs and seal coating of the walking track in the park surrounding the Municipal Building and re-coating and striping tennis courts, with the assistance of Council Member Bardach, a local contractor has been hired to paint the baseball field fence, backstop and tennis court fence. This work should conclude the week of August 10.

Amberley Green Zoning Code Text Public Hearing

Planning Commission held their first public hearing on July 8 and second public hearing on August 3 regarding the zoning code text for Amberley Green. Planning Commission passed a motion recommending certain items for Village Council to consider. The intent is to have this zoning code text ready for Council at the September 14 meeting when a public hearing can be set for October 12.

Ice Cream Social

At the July meeting of council, it was announced that the annual Amberley Village Ice Cream Social had been canceled due to concerns regarding the spread of the Coronavirus. Several staff and a group of very generous donors have pulled together to reimagine the event. On Sunday, August 23, from 1 - 4 p.m., the Ice Cream Social will be held in a drive-thru format at the Municipal Building to bring our residents some much-needed recreation during an otherwise very trying period. UDF will be donating ice cream cups, and Village staff has planned some in-

car activities and giveaways, including an original Amberley Village coloring and activity book and a spin-to-win game in the firehouse that participants can play from their cars. Please mark your calendars and plan to join us.

Duke Gas Line (Central Corridor Pipeline)

Wes Brown and I met with Duke Energy representatives for an update to the Central Corridor Pipeline project, a distribution main, that will run parallel to the railroad tracks on the west side of the Village. This is probably the 4th project update meeting Duke Energy has held with the Village. The project design is on schedule and the project is being bid this month with construction expected to be awarded this fall. Construction will likely begin in early 2021. Easements on private property are still being acquired and Duke Energy has been granted approval to bore under Section Road at the railroad tracks. Information about the project and status can be found at: <https://www.duke-energy.com/home/natural-gas-projects/central-corridor-pipeline-ext>

Lewis Animal Hospital

An additional time extension has been granted until August 31 for the Lewis Animal Hospital. Numerous details are being handled by Wood and Lamping and staff. I anticipate the closing for the sale of the property will occur in late September or October.

Miscellaneous

I have communicated with residents regarding electric outages, property maintenance, comments from previous council meeting, public record requests, brush pick up, Amberley Green, GCWW and doing business with the Village.

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

Scot F. Lahrmer
Village Manager