



COUNCIL MEETING AGENDA
January 9, 2017 at 6:30 PM

ROLL CALL

PLEDGE OF ALLEGIANCE

MINUTES

1. Regular Council Meeting of December 12, 2016

FINANCE REPORT

1. Month of November 2016

CITIZENS TO SPEAK

1. Sharon Garry, 7200 Winding Way, Topic: Resolution 2016-48 Supporting Traffic and Pedestrian Safety

COMMITTEE REPORTS:

LAND DEVELOPMENT COMMITTEE

1. Ordinance 2017-1, Authorizing Changes to Ground Lease with Schuermann Properties Acquisitions, LLC

MANAGER'S REPORT

1. Ordinance 2017-2, Ordinance Adopting and Enacting a Supplement to the Code of Ordinances of Amberley Village
2. Village Manager's Report

MANAGER'S EVALUATION

1. Ordinance 2017-3, Authorizing Addendum to Village Manager's Employment Contract

CHIEF'S REPORT

MAYOR'S REPORT

NEW BUSINESS

ADJOURNMENT

**MINUTES OF THE REGULAR MEETING
AMBERLEY VILLAGE COUNCIL
MONDAY, DECEMBER 12, 2016**

The Council of Amberley Village, Ohio met in regular session at the Amberley Village Municipal Building, 7149 Ridge Road on Monday, December 12, 2016 at 6:30 p.m. Mayor Muething called the meeting to order. The following roll call was taken:

<u>PRESENT:</u>	<u>ALSO PRESENT:</u>
Richard Bardach	Patricia Meiers, Acting Clerk
Peg Conway	Kevin Frank, Village Solicitor
Ed Hattenbach	Rick Kay, Treasurer
Elida Kamine	Rich Wallace, Police-Fire Chief
Thomas C. Muething	Scot Lahrmer, Village Manager
Ray Warren	
Natalie Wolf	

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

MINUTES

Mayor Muething asked if there were any changes to the minutes as distributed. There being none, he stated the minutes were accepted as submitted.

FINANCE REPORT

Village Manager Scot Lahrmer presented the October, 2016, Finance Report (a copy of which is attached hereto). Mr. Lahrmer reported a summary of this report and noted tax collections for the month of October totaled a little less than \$200,000 which is down from October 2015 about 19%. The total amount received through earnings tax year-to-date is about \$3,200,000. Our estimate when we created it in December 2015 was a collection of \$2,650,000 for 2016. The Village did receive property tax in the month of October in the amount of \$73,000 for the second half property tax collections bringing the for the second half collections to \$448,000. The total for the year-to-date is \$954,000. The total General Fund Revenue for the month of October was \$342,406 while expenses equaled \$602,000. Expenses were high due to transfers to the capitol budget, employee severance fund, and the streets program. At the end of October, the unencumbered General Fund balance was \$5,500,000 million. The report was accepted as submitted.

FINANCE COMMITTEE

Mr. Hattenbach presented, read and moved to approve Ordinance 2016-18, Ordinance Amending Appropriations For the Fiscal Year 2016. Seconded by Ms. Conway and the roll call showed the following vote:

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

Mr. Hattenbach presented Ordinance 2016-19, An Ordinance Making Appropriations for the Expenses of the Village of Amberley for the Fiscal Year 2017. Mr. Hattenbach summarized the

Village will have excess revenues in the amount of \$192,000. He then deferred to Village Manager Scot Lahrmer. Mr. Lahrmer explained the ordinance includes both the operating budget as well as the capital budget for the Village. The budget process begins in October, culminating in two meetings with the Finance Committee in late November. Mr. Lahrmer stated the 2017 budget is very similar to the 2016 budget with a few changes including funding an additional position in the Police Department in 2017. It's important to remember the Police Department is supported by two different funds: the general fund and the Police Levy. A little bit of capital money was budgeted to improve the firing range in the Municipal Building, the purchase of in-car computers, and body cameras. Additionally, there are two vehicles in the 2017 budget for the Police Department: one is a replacement cruiser and the second is a vehicle for our detective. The Fire Department is status quo with the inclusion of money for a thermal image camera and filter system.

The Maintenance Department will continue with the services on which residents have come to rely. We have budgeted \$55,000 for salt in 2017 which is slightly less than 2016. The North Site lot will be repaved.

Mr. Lahrmer stated the only unusual item in all the other 2017 budgets (Administration, law, etc.) is additional monies for consulting services that will likely be necessary as a result of the development of Village-owned land and 2100 Section Road. Money has also been included for information technology improvements which has become a budget staple over the last couple of years.

This will bring the capital budget to about \$303,000. The non-general fund funds will be budgeted at their anticipated revenue level plus any fund balance.

Mr. Hattenbach presented Ordinance 2016-19, An Ordinance Making Appropriations for the Expenses of the Village of Amberley for the Fiscal Year 2017. Ms. Conway commented on the additional staff member for the Police Department. Ms. Conway feels that while an addition may be a big deal, after hearing about the reasons for needing additional support the Police and Fire Committee felt this was a natural progression. Mr. Warren asked if the Village Manager or Chief would like to describe the need for another police officer. Mr. Lahrmer stated it has been discussed for the last two years in regards to increasing our staffing and it became more apparent this year after numerous employees have been out on leave and the Chief returned to town early to help provide man power. Mayor Muething commented he thinks this has been an excellent process. He went on to state the Chief and Village Manager are willing to try new things over the past few years and in this case, it has been determined that we pushed a little too far in reducing staff. It should be commended that they were willing to try this and also recognizing it when a change was needed.

Mr. Hattenbach moved to approve Ordinance 2016-19, seconded by Ms. Conway and the roll call showed the following vote:

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

Mr. Hattenbach presented Resolution 2016-49, Authorizing the Village Manager to Enter Into a Contract with Argonaut for Property and Casualty Insurance. Mr. Hattenbach stated the Finance Committee met with Michael Fishel, the Village's insurance consultant, and are happy to report

the insurance renewal for the coming year totals \$71,605 which is an increase of \$721 over 2016.

Mr. Hattenbach moved to approve Resolution 2016-49, Authorizing the Village Manager to Enter Into a Contract with Argonaut for Property and Casualty Insurance. Mr. Warren confirmed with Mr. Hattenbach the premium is going up by less than 1%. Mr. Hattenbach confirmed this and added that we don't pay a commission but rather a management fee to Neace Lukens for their services. Seconded by Ms. Wolf and the motion carried unanimously.

Mr. Hattenbach presented Resolution 2016-50, Submitting Proposed Renewal Levy for Public Safety Purposes to Board of Elections for Placement on May 2, 2017 Ballot. Mr. Hattenbach pointed out this is a reduction from 10 mills to 8 mills. Seconded by Ms. Kamine and the motion carried unanimously.

POLICE AND FIRE COMMITTEE

Ms. Conway reported that the Committee met on November 28, 2016 to discuss the renewal of the Village's emergency services contract which expires at the end of the year after a three year period. For the past decade or more the Village has received emergency services from two other jurisdictions. Golf Manor serves the western part of the Village and Deer Park/Silverton serves the eastern part with Ridge Road loosely being the dividing line.

Ms. Conway reported the proposed contract is another three year agreement. The Village has been satisfied with the services but the cost increase has been a concern. The Village Manager and Chief were very firm with what the Village was willing to pay. The contract therefore provides for a 3% increase each year. In 2017 the Village will pay \$72,100 to each jurisdiction, \$74,265 in 2018, and \$76,500 in 2019.

Ms. Conway moved to approve Resolution 2016-51, Authorizing the Village Manager to Enter into a Contract for Paramedic and EMS Services with Golf Manor and Deer Park-Silverton Joint Fire District. Seconded by Mr. Hattenbach and the motion carried unanimously.

Mr. Warren inquired as to how many runs each jurisdiction has in the Village and whether that was worth reviewing. Mayor Muething stated that he thinks the question had come up in the past related to how much revenue each of the jurisdictions were getting from the insurance companies which was reported on in the Committee meetings. Chief Wallace provided further clarification on the matter.

HEALTH, EDUCATION & WELFARE COMMITTEE

Ms. Wolf reported that the Committee has continued to meet, discuss, and implement a variety of traffic measures designed to improve pedestrian safety in Amberley. Ms. Wolf moved to again bring forth Resolution 2016-48, Declaring Support for Traffic Safety and Pedestrian Safety. This motion was tabled at the November 2016 meeting. Seconded by Mr. Hattenbach and the motion carried unanimously.

Ms. Wolf reported that the committee met just prior to the Council meeting last month to finalize the resolution. She stated Amberley was planned in the 1940s without consideration for walkability but has since become congested by traffic and highways. She stated the resolution is a culmination of the two years of work between numerous committees.

Ms. Wolf moved to amend Resolution 2016-48, Declaring Support for Traffic Safety and Pedestrian Safety. Seconded by Ms. Kamine and the motion carried unanimously. Mayor Muething clarified that the resolution will be amended in Section 6, removing the current language and inserting the proposed language (hereto attached).

Ms. Wolf moved to approve Resolution 2016-48 as amended, Declaring Support for Traffic Safety and Pedestrian Safety. Seconded by Ms. Kamine and the motion carried unanimously.

STREETS COMMITTEE

Mr. Warren reported that the committee met on December 5, 2016 to continue discussions on the Elbrook/Section Roads intersections. The second item discussed was a walkway/sidewalk North of Section Road along Elbrook Road down to the creek bridge. Wes Brown, Zoning and Project Administrator, provided great input in terms of cost of the project. There are no resolutions being proposed at this time.

LAND DEVELOPMENT COMMITTEE

Mayor Muething reported first on the proposed North Site ground lease. He commented that council has been working on the North Site for quite a few years including a rezoning process in late 2013. The property was listed in 2015 with Jones, Lang and LaSalle and in August of 2015 a contract was entered into for the sale of 14 acres. It was concluded at that time that having our Maintenance Department on this property was valuable and therefore we would not market the entire 30 acres. Work on the North Site has continued after several studies and discussion. Mayor Muething stated the property clearly has challenges but is in a great location.

Mayor Muething presented Ordinance 2016-20, Authorizing the Village Manager to Enter into an Agreement with Schuermann Properties Acquisitions, LLC for a Ground Lease on a Portion of the North Site. This would include a medical office building on 1.9 acres, which is the ideal type of tenant on the property. This provides \$12,500 a year for the Village for the first five years. Mayor Muething commended the Village Manager for his diligence on this project.

Mayor Muething stated that each of the Council Members received a letter today from a Councilman in Reading. He went on to state that he will take action to respond to the letter. The Village has been diligent in responding to our neighbors in Reading on Maple Avenue.

Mayor Muething moved to waive the three readings of Ordinance 2016-20, seconded by Mr. Hattenbach and the roll call showed the following vote:

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

Mayor Muething moved to approve Ordinance 2016-20, seconded by Ms. Conway and the roll call showed the following vote:

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

Mr. Warren commented that he believes he speaks for all of Council when he thanks the Village Manager and Council for their perseverance in working on the North Site.

Mayor Muething moved to declare Ordinance 2016-20 an emergency measure for the reason of ensuring the Village is doing everything possible to complete the deal with Schuermann Properties. Seconded by Mr. Hattenbach and the roll call showed the following vote:

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

Village Solicitor Kevin Frank commented that the parties have been discussing details about this lease for 4-8 weeks and the proposed tenant, Mercy Health, has other land options so this is a last opportunity. Mr. Frank stated in regards to the Reading Councilman's letter, the North Site zoning has stringent requirements and the information needed from Mercy is coming.

Mayor Muething presented Resolution 2016-52, Authorizing the Village Manager to Enter into an Agreement with Hamilton County for the Placement of a Monument Sign on Ridge Road.

Mayor Muething stated this resolution is part of what Mercy Health would like to do on the property. At the front of the property on the south of the driveway, that particular property is owned by the County. The County would like to maintain ownership for logistical reasons. Mercy would like a sign on the parcel the County owns. The County has indicated they are amenable to this.

Mayor Muething moved to adopt Resolution 2016-52, seconded by Ms. Wolf and the motion carried unanimously.

VILLAGE MANAGER'S REPORT

Mr. Lahrmer reported that leaf collection will end on December 30. The Village continues to collect leaves throughout the Village. Residents are encouraged to put leaves to the street by December 30. As a reminder to those residents that don't get their leaves to the street, leaves can be bagged and put out for Rumpke.

Mr. Lahrmer stated that the Village was not successful in its application for the Ohio Public Works Commission Grant for the reconstruction of the Farmcrest subdivision. This is the second time the Village was turned down for this particular grant. Staff will continue to work on receiving funds for this particular project.

Mr. Lahrmer stated that as indicated in the most recent Village E-News, package theft is rampant this time of year. We encourage residents to take proactive measures in regards to having packages delivered to your home. If you see any suspicious vehicles they should be reported to the Police Department.

CHIEF'S REPORT

Chief Wallace reported that on Friday afternoon a call was received reference a subject that was slumped over the wheel of a car on Longmeadow Lane. Officer Mark Robbins, Officer Chris Fritsch and Maintenance Department employee Rob Langdon are to be commended for their work in administering three doses of NARCAN. After these doses the individual came around

and was transported to the hospital. The Maintenance Department happened to be working in the area and this is a fantastic example of Village departments working together.

MAYOR'S REPORT

Mayor Muething stated the Environmental Stewardship Committee met for the last time this year on November 15, 2016. The One Stop Drop event will be held on April 2, 2017. The Arbor Day celebration will be held on April 24, 2017.

Mayor Muething stated that Amberley was again recognized by the Hamilton County We Thrive program as one of the communities that continues to be active in the organization. Merrie Stillpass was further recognized as a Community Champion.

Mayor Muething stated the Village really tries to communicate in regards to 2100 Section Road. A video has been assembled consisting of Mayor Muething and Melissa Johnson of the Port Authority answering questions. The video is available to residents. Mayor Muething then provided an update on the building demolition.

Ms. Conway asked Mr. Frank for an update on the Duke pipeline. Mr. Frank provided an update as to Duke's application with the Ohio Power Siting Board and local communities' course of action. There are no new details as to the legal course of action but Amberley may join (in intervening in the case) with the City of Cincinnati and Hamilton County who are taking the lead. Other municipalities along the proposed routes are taking a similar course of action.

Mr. Hattenbach moved to adjourn into executive session at 7:30 p.m. for the purpose to finalize the evaluation and consider compensation of the Village Manager. The members exited council chambers to a conference room for their executive session.

Council then made a motion to go back into regular session at 8:08 p.m. Mr. Hattenbach motioned it, seconded by Ms. Conway and the motion carried unanimously. All members returned to council chambers.

Mayor Muething moved to approve the appraisal of the Village Manager. Seconded by Ms. Wolf and the motion carried unanimously.

Mayor Muething moved to adjust the Village Manager's compensation with a one-time bonus of \$5,000 for outstanding work and a merit increase of 4%. Seconded by Mr. Hattenbach and the motion carried unanimously.

The addendum to the manager's employment contract reflecting the merit increase will be prepared for next month's council meeting.

There being no further business, the Mayor adjourned the meeting at 8:11 p.m.

Patty Meiers, Acting Clerk of Council

Mayor Thomas C. Muething

TO: Village Council

FROM: Scot F. Lahrmer, Village Manager

DATE: December 21, 2016

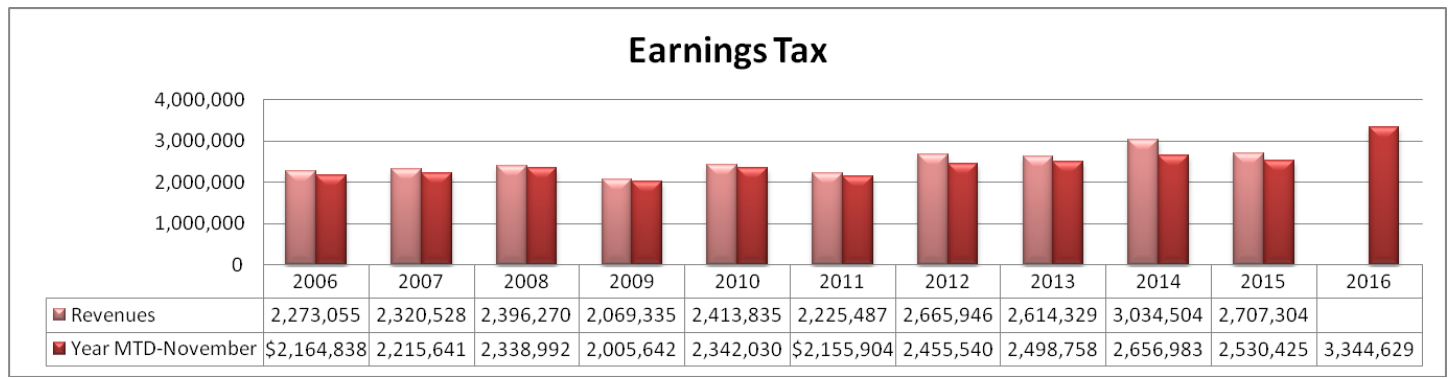
RE: Finance Report for November, 2016

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 November totaled \$106,566. This is down 42.9% from November 2015's collection of \$186,727. The total amount received for earnings tax year to date is \$3,344,629. The earnings tax collection estimate for 2016 was \$2,650,000, so the Village has exceeded the estimate for the year by \$694,629 as of the end of November. Earnings tax continues to be the Village's primary revenue source. This chart shows how the earnings tax has tracked since 2006 and also reflects the amount collected year to date for each of the last 10 years.

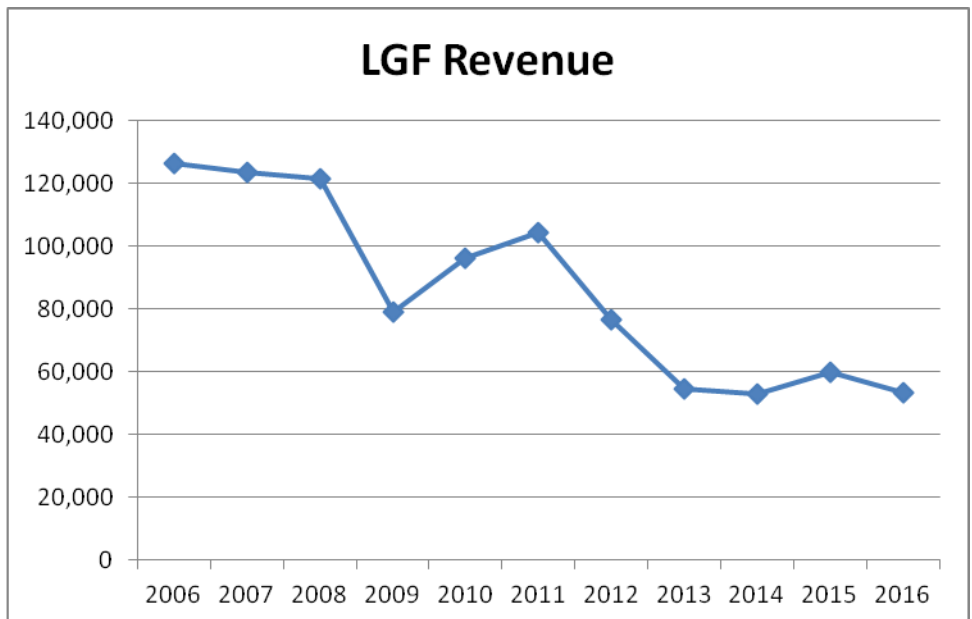


Property Tax

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

Local Government Fund

The Local Government Fund netted \$4,750 for November. The graph highlights the LGF Revenue for the years 2006-November 2016. The projection for 2016 is \$58,451.



General Fund Summary

Revenue for the month of November totaled \$210,729.

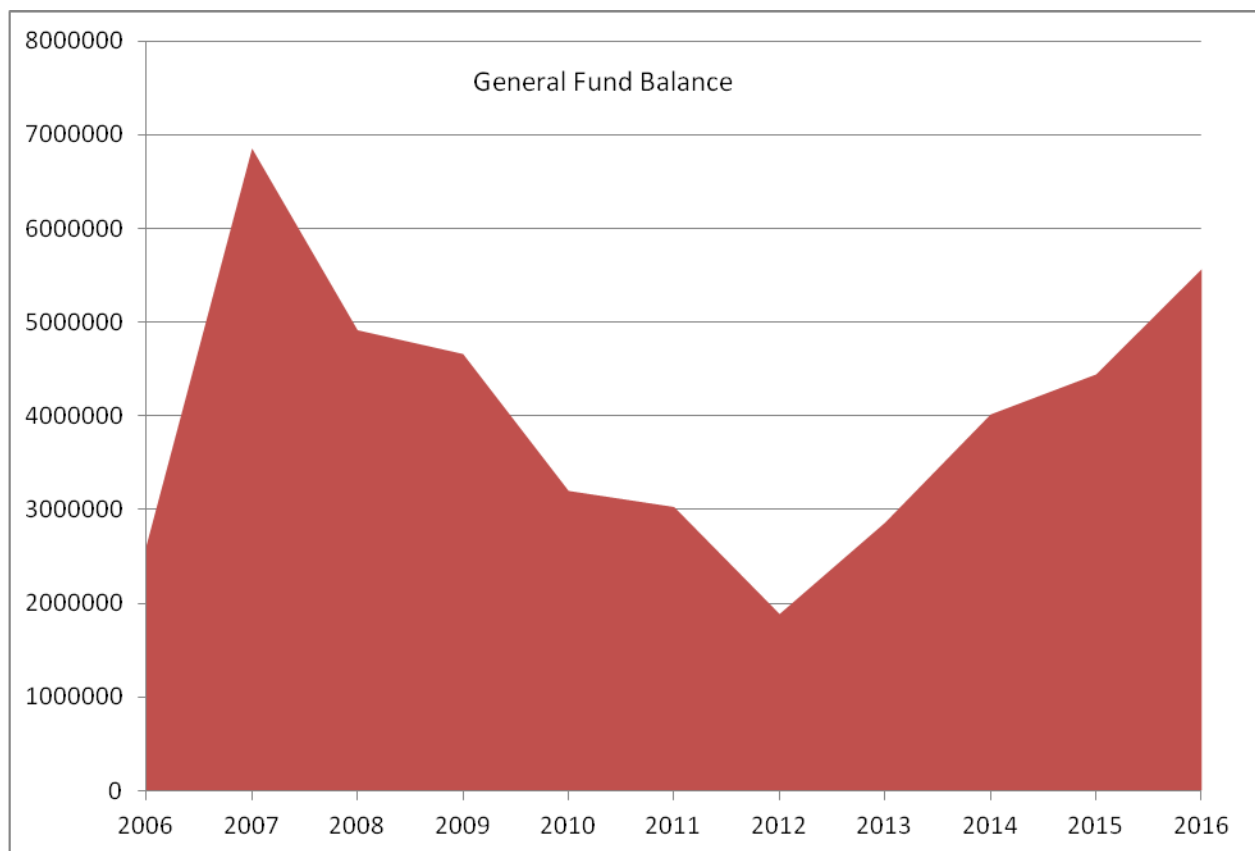
2016 Earnings Tax Estimate:	\$2,650,000	
Earnings Tax Collected (as of 11/30/16)	\$3,344,629	126.21% collected

2016 Revenue Estimate:	\$4,447,214	
Revenue Collected (as of 11/30/16)	\$5,159,124	116.01% collected

Expenses for November totaled:	\$ 245,823	
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2016 Budget:	\$4,762,213	
Expenditures (as of 11/30/16)	\$3,611,783	75.84% spent

The unencumbered General Fund balance as of the end of November is \$5,561,673.



If you have any questions, please let me know.

Fund Summary

November 2016

Fund #	Fund Name	Starting Fund Balance	Month To Date Revenue	Year To Date Revenue	Month To Date Expenditures	Year To Date Expenditures	Ending Fund Balance	Current Reserve for Encumbrance	Unencumbered Fund Balance
1000	General	\$6,064,878.15	\$210,729.46	\$5,159,124.65	\$245,823.73	\$3,611,773.36	\$6,029,783.88	\$468,110.00	\$5,561,673.88
2011	Street Construction, Maint. and Repair	\$660,030.81	\$110,079.30	\$454,120.05	\$1,448.16	\$56,339.36	\$768,661.95	\$465,276.41	\$303,385.54
2051	Federal Grant	\$0.00	\$0.00	\$171,007.00	\$0.00	\$171,213.00	\$0.00	\$0.00	\$0.00
2091	Law Enforcement Trust	\$14,534.38	\$2,113.00	\$9,176.00	\$1,534.33	\$5,117.43	\$15,113.05	\$2,601.70	\$12,511.35
2101	Permissive Motor Vehicle License Tax	\$53,631.71	\$2,216.24	\$28,124.01	\$0.00	\$0.00	\$55,847.95	\$0.00	\$55,847.95
2131	Police Disability and Pension	\$55,786.04	\$0.00	\$46,028.37	\$10,098.10	\$10,672.56	\$45,687.94	\$0.00	\$45,687.94
2901	MAYOR'S COURT COMPUTER FUND	\$9,335.80	\$799.00	\$7,344.90	\$0.00	\$2,737.00	\$10,134.80	\$2,358.00	\$7,776.80
2902	POLICE LEVY FUND	\$313,006.81	\$37.07	\$1,535,576.13	\$256,379.20	\$1,550,022.52	\$56,664.68	\$24,487.94	\$32,176.74
2903	PSAP 911 FUND	\$17,496.78	\$2,188.13	\$18,944.55	\$4,846.00	\$25,173.60	\$14,838.91	\$4,846.00	\$9,992.91
2904	EMPLOYEE SEVERANCE FUND	\$95,177.81	\$0.00	\$35,000.00	\$0.00	\$34,158.55	\$95,177.81	\$0.00	\$95,177.81
2905	WE THRIVE GRANT FUND	\$3,787.23	\$0.00	\$0.00	\$0.00	\$681.04	\$3,787.23	\$318.96	\$3,468.27
2906	NATURE WORKS GRANT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3101	Bond Retirement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4901	CAPITAL PROJECTS	\$285,487.95	\$22,152.80	\$172,152.80	\$97,206.23	\$386,593.01	\$210,434.52	\$77,655.38	\$132,779.14
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	\$1,204.12	\$0.00
5901	STORM WATER UTILITY	\$600,006.34	\$39,108.47	\$292,516.14	\$101,700.25	\$386,486.49	\$537,414.56	\$295,225.02	\$242,189.54
9101	Unclaimed Monies	\$14,957.58	\$0.00	\$558.75	\$0.00	\$0.00	\$14,957.58	\$0.00	\$14,957.58
9901	MAYOR'S COURT Agency	\$8,951.52	\$8,274.00	\$106,862.00	\$12,013.00	\$108,166.00	\$5,212.52	\$0.00	\$5,212.52
9902	EMPLOYEES HEALTH INSURANCE Agency	\$0.00	\$4,761.36	\$50,939.04	\$4,761.36	\$50,939.04	\$0.00	\$0.00	\$0.00
9903	VALLEY BAND ESCROW	\$25,088.44	\$0.00	\$0.00	\$0.00	\$436.00	\$25,088.44	\$0.00	\$25,088.44
9904	Kenwood SWJEDZ Agency	\$210,270.61	\$60,122.16	\$977,163.02	\$219,487.96	\$963,752.29	\$50,904.81	\$69.50	\$50,835.31
9905	Kenwood SWJEDZ Escrow Agency	\$1,543.33	\$16,425.43	\$31,310.02	\$0.00	\$27,514.10	\$17,968.76	\$0.00	\$17,968.76
9906	Kenwood SWJEDZ Long-Term Maint. Agency	\$3,653.09	\$2,195.70	\$7,448.79	\$0.00	\$9,100.00	\$5,848.79	\$0.00	\$5,848.79
Report Total:		\$8,438,828.50	\$481,202.12	\$9,103,396.22	\$955,298.32	\$7,400,875.35	\$7,964,732.30	\$1,342,153.03	\$6,622,579.27

Appropriation Status

By Fund, Program and Object

As Of 11/30/2016

UAN v2016.2

Fund: General
Pooled Balance: \$6,029,783.88
Non-Pooled Balance: \$0.00
Total Cash Balance: \$6,029,783.88

Account Code	Account Name	Reserved for Encumbrance 12/31	Reserved for Encumbrance 12/31 Adjustment	Final Appropriation	Current Reserve for Encumbrance	YTD Expenditures	Unencumbered Balance	YTD % Expenditures
1000-110-100-0000	D Personal Services	\$0.00	\$0.00	\$597,156.00	\$0.00	\$467,419.18	\$129,736.82	78.274%
Personal Services Object Group Total:		\$0.00	\$0.00	\$597,156.00	\$0.00	\$467,419.18	\$129,736.82	78.274%
1000-110-211-0000	D Ohio Public Employees Retirement System	\$0.00	\$0.00	\$14,922.00	\$0.00	\$11,659.38	\$3,262.62	78.136%
1000-110-213-0000	D Medicare	\$0.00	\$0.00	\$8,621.12	\$0.00	\$6,372.55	\$2,248.57	73.918%
1000-110-215-0000	D Ohio Police and Fire Pension Fund	\$0.00	\$0.00	\$82,707.19	\$0.00	\$61,562.49	\$21,144.70	74.434%
1000-110-220-0000	Insurance Benefits	\$0.00	\$0.00	\$64,299.00	\$3,466.61	\$58,956.63	\$1,875.76	91.691%
1000-110-225-0000	D Workers' Compensation	\$0.00	\$0.00	\$33,687.81	\$0.00	\$33,687.81	\$0.00	100.000%
1000-110-250-0000	Employee Reimbursements	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Employee Fringe Benefits Object Group Total:		\$0.00	\$0.00	\$204,237.12	\$3,466.61	\$172,238.86	\$28,531.65	84.333%
1000-110-320-0000	Communications, Printing and Advertising	\$1,094.64	\$0.00	\$59,356.00	\$2,553.32	\$57,897.32	\$0.00	95.776%
1000-110-348-0000	Training Services	\$0.00	\$0.00	\$20,602.48	\$2,712.24	\$17,890.24	\$0.00	86.835%
1000-110-348-0021	Training Services{OAC 109:2-18-04 TRAINING}	\$0.00	\$0.00	\$1,155.00	\$0.00	\$1,155.00	\$0.00	100.000%
1000-110-350-0000	Insurance and Bonding Services	\$0.00	\$0.00	\$32,855.00	\$0.00	\$400.00	\$32,455.00	1.217%
1000-110-391-0000	Dues and Fees	\$0.00	\$0.00	\$2,800.00	\$223.17	\$2,576.83	\$0.00	92.030%
1000-110-394-0000	Machinery, Equipment & Furniture	\$0.00	\$0.00	\$5,000.00	\$551.76	\$4,448.24	\$0.00	88.965%
1000-110-399-0000	Other - Other Contractual Services	\$1,213.20	\$0.00	\$15,985.00	\$389.97	\$16,808.23	\$0.00	97.732%
Contractual Services Object Group Total:		\$2,307.84	\$0.00	\$137,753.48	\$6,430.46	\$101,175.86	\$32,455.00	72.237%
1000-110-400-0000	Supplies and Materials	\$1,610.88	\$20.82	\$78,617.64	\$8,190.80	\$70,889.63	\$1,127.27	88.383%
1000-110-420-0041	Operating Supplies and Materials{K-9}	\$0.00	\$0.00	\$5,191.09	\$1,678.09	\$3,513.00	\$0.00	67.674%
1000-110-433-0000	Repairs and Maintenance of Motor Vehicles	\$678.43	\$530.19	\$32,870.00	\$1,070.46	\$31,855.99	\$91.79	96.480%
Supplies and Materials Object Group Total:		\$2,289.31	\$551.01	\$116,678.73	\$10,939.35	\$106,258.62	\$1,219.06	89.733%
1000-110-520-0000	Equipment	\$0.00	\$0.00	\$16,465.88	\$4,914.00	\$7,923.16	\$3,628.72	48.119%
1000-110-550-0000	Motor Vehicles	\$0.00	\$0.00	\$68,000.00	\$0.00	\$68,000.00	\$0.00	100.000%
Capital Outlay Object Group Total:		\$0.00	\$0.00	\$84,465.88	\$4,914.00	\$75,923.16	\$3,628.72	89.886%
Police Enforcement Program Total:		\$4,597.15	\$551.01	\$1,140,291.21	\$25,750.42	\$923,015.68	\$195,571.25	80.659%
1000-120-100-0000	D Personal Services	\$0.00	\$0.00	\$206,434.00	\$2,331.45	\$178,918.65	\$25,183.90	86.671%

Appropriation Status

By Fund, Program and Object

As Of 11/30/2016

Account Code	Account Name	Reserved for Encumbrance 12/31	Reserved for Encumbrance 12/31 Adjustment	Final Appropriation	Current Reserve for Encumbrance	YTD Expenditures	Unencumbered Balance	YTD % Expenditures
	Personal Services Object Group Total:	\$0.00	\$0.00	\$206,434.00	\$2,331.45	\$178,918.65	\$25,183.90	86.671%
1000-120-211-0000	D Ohio Public Employees Retirement System	\$0.00	\$0.00	\$12,000.00	\$0.00	\$6,494.53	\$5,505.47	54.121%
1000-120-213-0000	D Medicare	\$0.00	\$0.00	\$3,965.00	\$0.00	\$2,626.72	\$1,338.28	66.248%
1000-120-215-0000	D Ohio Police and Fire Pension Fund	\$0.00	\$0.00	\$28,000.00	\$0.00	\$23,000.00	\$5,000.00	82.143%
1000-120-225-0000	D Workers' Compensation	\$0.00	\$0.00	\$3,900.00	\$0.00	\$3,152.68	\$747.32	80.838%
	Employee Fringe Benefits Object Group Total:	\$0.00	\$0.00	\$47,865.00	\$0.00	\$35,273.93	\$12,591.07	73.695%
1000-120-320-0000	Communications, Printing and Advertising	\$0.00	\$0.00	\$6,500.00	\$1,377.36	\$4,957.94	\$164.70	76.276%
1000-120-348-0000	Training Services	\$1,380.00	\$380.00	\$17,821.91	\$2,710.42	\$14,289.58	\$1,821.91	75.920%
1000-120-350-0000	Insurance and Bonding Services	\$0.00	\$0.00	\$4,962.00	\$0.00	\$654.00	\$4,308.00	13.180%
1000-120-391-0000	Dues and Fees	\$0.00	\$0.00	\$1,030.00	\$595.00	\$435.00	\$0.00	42.233%
1000-120-399-0000	Other - Other Contractual Services	\$0.00	\$0.00	\$21,300.00	\$8,146.76	\$10,980.39	\$2,172.85	51.551%
	Contractual Services Object Group Total:	\$1,380.00	\$380.00	\$51,613.91	\$12,829.54	\$31,316.91	\$8,467.46	59.522%
1000-120-400-0000	Supplies and Materials	\$261.08	\$0.07	\$24,199.00	\$233.74	\$23,125.51	\$1,100.76	94.544%
1000-120-432-0000	Repairs and Maintenance of Machinery & Equip	\$0.00	\$0.00	\$21,800.00	\$10,266.48	\$7,411.36	\$4,122.16	33.997%
	Supplies and Materials Object Group Total:	\$261.08	\$0.07	\$45,999.00	\$10,500.22	\$30,536.87	\$5,222.92	66.011%
1000-120-520-0000	Equipment	\$0.00	\$0.00	\$11,200.00	\$205.28	\$10,994.72	\$0.00	98.167%
	Capital Outlay Object Group Total:	\$0.00	\$0.00	\$11,200.00	\$205.28	\$10,994.72	\$0.00	98.167%
	Fire Fighting, Prevention and Inspection Program Total:	\$1,641.08	\$380.07	\$363,111.91	\$25,866.49	\$287,041.08	\$51,465.35	78.777%
	Security of Persons and Property Program Group Total:	\$6,238.23	\$931.08	\$1,503,403.12	\$51,616.91	\$1,210,056.76	\$247,036.60	80.205%
1000-210-340-0000	Professional and Technical Services	\$0.00	\$0.00	\$10,487.00	\$0.00	\$10,417.14	\$69.86	99.334%
	Contractual Services Object Group Total:	\$0.00	\$0.00	\$10,487.00	\$0.00	\$10,417.14	\$69.86	99.334%
	Payment to County Health District Program Total:	\$0.00	\$0.00	\$10,487.00	\$0.00	\$10,417.14	\$69.86	99.334%
1000-290-340-0000	Professional and Technical Services	\$0.00	\$0.00	\$140,000.00	\$35,000.00	\$105,000.00	\$0.00	75.000%
	Contractual Services Object Group Total:	\$0.00	\$0.00	\$140,000.00	\$35,000.00	\$105,000.00	\$0.00	75.000%
	Other Public Health Services Program Total:	\$0.00	\$0.00	\$140,000.00	\$35,000.00	\$105,000.00	\$0.00	75.000%
	Public Health Services Program Group Total:	\$0.00	\$0.00	\$150,487.00	\$35,000.00	\$115,417.14	\$69.86	76.696%
1000-563-398-0000	Garbage and Trash Removal	\$17,173.40	\$1,561.67	\$195,000.00	\$36,725.55	\$173,886.18	\$0.00	82.562%
	Contractual Services Object Group Total:	\$17,173.40	\$1,561.67	\$195,000.00	\$36,725.55	\$173,886.18	\$0.00	82.562%
	Waste Collection - Refuse Collection and Disp Program Total:	\$17,173.40	\$1,561.67	\$195,000.00	\$36,725.55	\$173,886.18	\$0.00	82.562%

Appropriation Status

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Account Code	Account Name	Reserved for Encumbrance 12/31	Reserved for Encumbrance 12/31 Adjustment	Final Appropriation	Current Reserve for Encumbrance	YTD Expenditures	Unencumbered Balance	YTD % Expenditures
	Basic Utility Services Program Group Total:	\$17,173.40	\$1,561.67	\$195,000.00	\$36,725.55	\$173,886.18	\$0.00	82.562%
1000-690-100-0000	D Personal Services	\$0.00	\$0.00	\$402,084.00	\$5,388.50	\$356,865.40	\$39,830.10	88.754%
	Personal Services Object Group Total:	\$0.00	\$0.00	\$402,084.00	\$5,388.50	\$356,865.40	\$39,830.10	88.754%
1000-690-211-0000	D Ohio Public Employees Retirement System	\$0.00	\$0.00	\$56,292.00	\$0.00	\$45,508.97	\$10,783.03	80.844%
1000-690-213-0000	D Medicare	\$0.00	\$0.00	\$5,831.00	\$0.00	\$5,003.35	\$827.65	85.806%
1000-690-220-0000	Insurance Benefits	\$0.00	\$0.00	\$91,650.00	\$559.78	\$82,928.56	\$8,161.66	90.484%
1000-690-225-0000	D Workers' Compensation	\$0.00	\$0.00	\$9,933.00	\$0.00	\$8,633.34	\$1,299.66	86.916%
	Employee Fringe Benefits Object Group Total:	\$0.00	\$0.00	\$163,706.00	\$559.78	\$142,074.22	\$21,072.00	86.786%
1000-690-310-0000	Utilities	\$150.64	\$94.06	\$6,000.00	\$4,688.40	\$1,368.18	\$0.00	22.590%
1000-690-320-0000	Communications, Printing and Advertising	\$0.00	\$0.00	\$8,000.00	\$3,863.80	\$4,136.20	\$0.00	51.703%
1000-690-348-0000	Training Services	\$0.00	\$0.00	\$7,130.00	\$1,953.20	\$2,546.80	\$2,630.00	35.719%
1000-690-350-0000	Insurance and Bonding Services	\$0.00	\$0.00	\$16,175.00	\$0.00	\$0.00	\$16,175.00	0.000%
1000-690-391-0000	Dues and Fees	\$0.00	\$0.00	\$725.00	\$92.00	\$633.00	\$0.00	87.310%
1000-690-399-0000	Other - Other Contractual Services	\$354.00	\$0.00	\$62,750.00	\$15,858.49	\$46,853.19	\$392.32	74.248%
	Contractual Services Object Group Total:	\$504.64	\$94.06	\$100,780.00	\$26,455.89	\$55,537.37	\$19,197.32	54.884%
1000-690-400-0000	Supplies and Materials	\$720.93	\$2.00	\$110,000.00	\$11,787.03	\$90,189.84	\$8,742.06	81.458%
1000-690-431-0000	Repairs and Maintenance of Buildings and Land	\$0.00	\$0.00	\$71,000.00	\$14,815.23	\$43,738.35	\$12,446.42	61.603%
1000-690-432-0000	Repairs and Maintenance of Machinery & Equip	\$0.00	\$0.00	\$47,000.00	\$8,179.06	\$38,807.57	\$13.37	82.569%
	Supplies and Materials Object Group Total:	\$720.93	\$2.00	\$228,000.00	\$34,781.32	\$172,735.76	\$21,201.85	75.523%
1000-690-520-0000	Equipment	\$0.00	\$0.00	\$28,900.00	\$2,443.00	\$14,305.68	\$12,151.32	49.501%
	Capital Outlay Object Group Total:	\$0.00	\$0.00	\$28,900.00	\$2,443.00	\$14,305.68	\$12,151.32	49.501%
	Other Transportation Program Total:	\$1,225.57	\$96.06	\$923,470.00	\$69,628.49	\$741,518.43	\$113,452.59	80.199%
	Transportation Program Group Total:	\$1,225.57	\$96.06	\$923,470.00	\$69,628.49	\$741,518.43	\$113,452.59	80.199%
1000-710-100-0000	D Personal Services	\$0.00	\$0.00	\$331,100.00	\$3,916.16	\$282,745.28	\$44,438.56	85.396%
	Personal Services Object Group Total:	\$0.00	\$0.00	\$331,100.00	\$3,916.16	\$282,745.28	\$44,438.56	85.396%
1000-710-211-0000	D Ohio Public Employees Retirement System	\$0.00	\$0.00	\$46,354.00	\$0.00	\$36,722.54	\$9,631.46	79.222%
1000-710-213-0000	D Medicare	\$0.00	\$0.00	\$4,801.00	\$0.00	\$4,090.50	\$710.50	85.201%
1000-710-220-0000	Insurance Benefits	\$0.00	\$0.00	\$34,153.00	\$671.20	\$32,141.55	\$1,340.25	94.110%
1000-710-225-0000	D Workers' Compensation	\$0.00	\$0.00	\$7,807.56	\$0.00	\$5,866.91	\$1,940.65	75.144%
	Employee Fringe Benefits Object Group Total:	\$0.00	\$0.00	\$93,115.56	\$671.20	\$78,821.50	\$13,622.86	84.649%
1000-710-320-0000	Communications, Printing and Advertising	\$0.00	\$0.00	\$12,000.00	\$4,058.88	\$7,873.12	\$68.00	65.609%

Appropriation Status

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Account Code	Account Name	Reserved for Encumbrance 12/31	Reserved for Encumbrance 12/31 Adjustment	Final Appropriation	Current Reserve for Encumbrance	YTD Expenditures	Unencumbered Balance	YTD % Expenditures
1000-710-340-0000	Professional and Technical Services	\$0.00	\$0.00	\$76,000.00	\$13,000.00	\$62,316.52	\$683.48	81.995%
1000-710-348-0000	Training Services	\$740.64	\$706.64	\$6,345.00	\$2,599.60	\$3,779.40	\$0.00	59.248%
1000-710-350-0000	Insurance and Bonding Services	\$0.00	\$0.00	\$6,295.00	\$0.00	\$800.00	\$5,495.00	12.708%
1000-710-391-0000	Dues and Fees	\$0.00	\$0.00	\$11,475.00	\$403.02	\$11,071.98	\$0.00	96.488%
1000-710-394-0000	Machinery, Equipment & Furniture	\$0.00	\$0.00	\$4,850.00	\$40.04	\$4,809.96	\$0.00	99.174%
Contractual Services Object Group Total:		\$740.64	\$706.64	\$116,965.00	\$20,101.54	\$90,650.98	\$6,246.48	77.480%
1000-710-400-0000	Supplies and Materials	\$304.65	\$158.89	\$3,000.00	\$394.29	\$2,683.47	\$68.00	85.304%
1000-710-400-0011	Supplies and Materials{JEDZ}	\$0.00	\$0.00	\$300.00	\$0.00	\$298.00	\$2.00	99.333%
1000-710-432-0000	Repairs and Maintenance of Machinery & Equip	\$0.00	\$0.00	\$500.00	\$0.00	\$0.00	\$500.00	0.000%
Supplies and Materials Object Group Total:		\$304.65	\$158.89	\$3,800.00	\$394.29	\$2,981.47	\$570.00	75.561%
Mayor and Administrative Offices Program Total:		\$1,045.29	\$865.53	\$544,980.56	\$25,083.19	\$455,199.23	\$64,877.90	83.498%
1000-715-100-0000	D Personal Services	\$0.00	\$0.00	\$10,800.00	\$86.00	\$9,514.00	\$1,200.00	88.093%
Personal Services Object Group Total:		\$0.00	\$0.00	\$10,800.00	\$86.00	\$9,514.00	\$1,200.00	88.093%
1000-715-211-0000	D Ohio Public Employees Retirement System	\$0.00	\$0.00	\$1,500.00	\$0.00	\$553.00	\$947.00	36.867%
1000-715-212-0000	D Social Security	\$0.00	\$0.00	\$300.00	\$0.00	\$272.80	\$27.20	90.933%
1000-715-213-0000	D Medicare	\$0.00	\$0.00	\$185.00	\$0.00	\$126.88	\$58.12	68.584%
1000-715-252-0000	Travel and Transportation	\$0.00	\$0.00	\$750.00	\$0.00	\$0.00	\$750.00	0.000%
Employee Fringe Benefits Object Group Total:		\$0.00	\$0.00	\$2,735.00	\$0.00	\$952.68	\$1,782.32	34.833%
1000-715-300-0000	Contractual Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
1000-715-320-0000	Communications, Printing and Advertising	\$612.31	\$174.83	\$9,695.00	\$129.95	\$9,980.48	\$22.05	98.500%
1000-715-350-0000	Insurance and Bonding Services	\$0.00	\$0.00	\$2,426.00	\$0.00	\$0.00	\$2,426.00	0.000%
1000-715-391-0000	Dues and Fees	\$600.00	\$0.00	\$24,000.00	\$6,080.00	\$14,520.00	\$4,000.00	59.024%
1000-715-399-0000	Other - Other Contractual Services	\$1,604.75	\$0.00	\$17,937.25	\$6,404.99	\$8,975.76	\$4,161.25	45.931%
Contractual Services Object Group Total:		\$2,817.06	\$174.83	\$54,058.25	\$12,614.94	\$33,476.24	\$10,609.30	59.040%
1000-715-400-0000	Supplies and Materials	\$0.00	\$0.00	\$1,250.00	\$0.00	\$1,165.14	\$84.86	93.211%
Supplies and Materials Object Group Total:		\$0.00	\$0.00	\$1,250.00	\$0.00	\$1,165.14	\$84.86	93.211%
1000-715-690-0000	Other - Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Other Object Group Total:		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Legislative Activities Program Total:		\$2,817.06	\$174.83	\$68,843.25	\$12,700.94	\$45,108.06	\$13,676.48	63.101%
1000-720-399-0000	Other - Other Contractual Services	\$2,195.00	\$945.00	\$19,350.00	\$2,655.00	\$17,035.00	\$910.00	82.694%
Contractual Services Object Group Total:		\$2,195.00	\$945.00	\$19,350.00	\$2,655.00	\$17,035.00	\$910.00	82.694%

Appropriation Status

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Account Code	Account Name	Reserved for Encumbrance 12/31	Reserved for Encumbrance 12/31 Adjustment	Final Appropriation	Current Reserve for Encumbrance	YTD Expenditures	Unencumbered Balance	YTD % Expenditures
1000-720-400-0000	Supplies and Materials	\$0.00	\$0.00	\$500.00	\$0.00	\$0.00	\$500.00	0.000%
	Supplies and Materials Object Group Total:	\$0.00	\$0.00	\$500.00	\$0.00	\$0.00	\$500.00	0.000%
	Mayor's Court Program Total:	\$2,195.00	\$945.00	\$19,850.00	\$2,655.00	\$17,035.00	\$1,410.00	80.735%
1000-725-100-0000	D Personal Services	\$0.00	\$0.00	\$1,500.00	\$17.50	\$1,357.50	\$125.00	90.500%
	Personal Services Object Group Total:	\$0.00	\$0.00	\$1,500.00	\$17.50	\$1,357.50	\$125.00	90.500%
1000-725-211-0000	D Ohio Public Employees Retirement System	\$0.00	\$0.00	\$210.00	\$0.00	\$175.00	\$35.00	83.333%
1000-725-213-0000	D Medicare	\$0.00	\$0.00	\$22.00	\$0.00	\$19.91	\$2.09	90.500%
1000-725-225-0000	D Workers' Compensation	\$0.00	\$0.00	\$34.00	\$0.00	\$0.00	\$34.00	0.000%
	Employee Fringe Benefits Object Group Total:	\$0.00	\$0.00	\$266.00	\$0.00	\$194.91	\$71.09	73.274%
1000-725-350-0000	Insurance and Bonding Services	\$0.00	\$0.00	\$1,235.00	\$0.00	\$200.00	\$1,035.00	16.194%
	Contractual Services Object Group Total:	\$0.00	\$0.00	\$1,235.00	\$0.00	\$200.00	\$1,035.00	16.194%
	Clerk - Treasurer Program Total:	\$0.00	\$0.00	\$3,001.00	\$17.50	\$1,752.41	\$1,231.09	58.394%
1000-730-100-0000	D Personal Services	\$0.00	\$0.00	\$46,330.00	\$327.91	\$39,829.96	\$6,172.13	85.970%
1000-730-100-0001	D Personal Services{AMBERLEY GREEN}	\$0.00	\$0.00	\$3,000.00	\$0.00	\$2,466.26	\$533.74	82.209%
	Personal Services Object Group Total:	\$0.00	\$0.00	\$49,330.00	\$327.91	\$42,296.22	\$6,705.87	85.741%
1000-730-211-0000	D Ohio Public Employees Retirement System	\$0.00	\$0.00	\$6,487.00	\$0.00	\$5,317.72	\$1,169.28	81.975%
1000-730-211-0001	D Ohio Public Employees Retirement System{AMBERLEY GREEN}	\$0.00	\$0.00	\$420.00	\$0.00	\$345.29	\$74.71	82.212%
1000-730-213-0000	D Medicare	\$0.00	\$0.00	\$672.00	\$0.00	\$556.08	\$115.92	82.750%
1000-730-213-0001	D Medicare{AMBERLEY GREEN}	\$0.00	\$0.00	\$44.00	\$0.00	\$33.44	\$10.56	76.000%
1000-730-225-0000	D Workers' Compensation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
1000-730-225-0001	D Workers' Compensation{AMBERLEY GREEN}	\$0.00	\$0.00	\$74.00	\$0.00	\$0.00	\$74.00	0.000%
	Employee Fringe Benefits Object Group Total:	\$0.00	\$0.00	\$7,697.00	\$0.00	\$6,252.53	\$1,444.47	81.233%
1000-730-310-0000	Utilities	\$3,234.96	\$0.00	\$75,600.00	\$15,853.18	\$62,981.78	\$0.00	79.891%
1000-730-310-0001	Utilities{AMBERLEY GREEN}	\$1,541.21	\$671.58	\$22,145.00	\$5,163.27	\$17,851.36	\$0.00	77.565%
1000-730-340-0001	Professional and Technical Services{AMBERLEY GREEN}	\$0.00	\$0.00	\$13,000.00	\$6,398.11	\$6,251.89	\$350.00	48.091%
1000-730-350-0000	Insurance and Bonding Services	\$0.00	\$0.00	\$20,213.00	\$0.00	\$0.00	\$20,213.00	0.000%
1000-730-350-0001	Insurance and Bonding Services{AMBERLEY GREEN}	\$0.00	\$0.00	\$2,373.00	\$0.00	\$0.00	\$2,373.00	0.000%
1000-730-394-0000	Machinery, Equipment & Furniture	\$285.00	\$0.00	\$35,644.00	\$1,165.50	\$34,763.50	\$0.00	96.756%
1000-730-395-0001	Land and Improvements{AMBERLEY GREEN}	\$0.00	\$0.00	\$42,140.00	\$7,415.55	\$34,724.45	\$0.00	82.403%
	Contractual Services Object Group Total:	\$5,061.17	\$671.58	\$211,115.00	\$35,995.61	\$156,572.98	\$22,936.00	72.654%
1000-730-400-0000	Supplies and Materials	\$750.70	\$0.00	\$28,500.00	\$2,568.23	\$16,139.97	\$10,542.50	55.178%

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1000-730-400-0001	Supplies and Materials{AMBERLEY GREEN}	\$0.00	\$0.00	\$1,800.00	\$16.69	\$1,703.27	\$80.04	94.626%
1000-730-431-0000	Repairs and Maintenance of Buildings and Land	\$2,785.64	\$11.44	\$72,800.00	\$6,750.40	\$68,069.84	\$753.96	90.070%
1000-730-431-0001	Repairs and Maintenance of Buildings and Land{AMBERLEY GREE}	\$0.00	\$0.00	\$1,000.00	\$206.00	\$794.00	\$0.00	79.400%
	Supplies and Materials Object Group Total:	\$3,536.34	\$11.44	\$104,100.00	\$9,541.32	\$86,707.08	\$11,376.50	80.564%
1000-730-520-0000	Equipment	\$0.00	\$0.00	\$12,444.00	\$0.00	\$6,613.00	\$5,831.00	53.142%
1000-730-520-0001	Equipment{AMBERLEY GREEN}	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
	Capital Outlay Object Group Total:	\$0.00	\$0.00	\$12,444.00	\$0.00	\$6,613.00	\$5,831.00	53.142%
	Lands and Buildings Program Total:	\$8,597.51	\$683.02	\$384,686.00	\$45,864.84	\$298,441.81	\$48,293.84	76.017%
1000-735-100-0000	D Personal Services	\$0.00	\$0.00	\$800.00	\$9.32	\$657.37	\$133.31	82.171%
	Personal Services Object Group Total:	\$0.00	\$0.00	\$800.00	\$9.32	\$657.37	\$133.31	82.171%
1000-735-211-0000	D Ohio Public Employees Retirement System	\$0.00	\$0.00	\$112.00	\$0.00	\$83.88	\$28.12	74.893%
1000-735-213-0000	D Medicare	\$0.00	\$0.00	\$12.00	\$0.00	\$9.60	\$2.40	80.000%
	Employee Fringe Benefits Object Group Total:	\$0.00	\$0.00	\$124.00	\$0.00	\$93.48	\$30.52	75.379%
	Boards and Commissions Program Total:	\$0.00	\$0.00	\$924.00	\$9.32	\$750.85	\$163.83	81.261%
1000-750-341-0000	Accounting and Legal Fees	\$2,049.43	\$0.00	\$65,000.00	\$5,477.11	\$31,572.32	\$30,000.00	47.088%
	Contractual Services Object Group Total:	\$2,049.43	\$0.00	\$65,000.00	\$5,477.11	\$31,572.32	\$30,000.00	47.088%
	Solicitor Program Total:	\$2,049.43	\$0.00	\$65,000.00	\$5,477.11	\$31,572.32	\$30,000.00	47.088%
1000-755-100-0000	D Personal Services	\$0.00	\$0.00	\$50,215.00	\$632.05	\$43,888.24	\$5,694.71	87.401%
	Personal Services Object Group Total:	\$0.00	\$0.00	\$50,215.00	\$632.05	\$43,888.24	\$5,694.71	87.401%
1000-755-211-0000	D Ohio Public Employees Retirement System	\$0.00	\$0.00	\$6,955.00	\$0.00	\$5,673.96	\$1,281.04	81.581%
1000-755-213-0000	D Medicare	\$0.00	\$0.00	\$802.00	\$0.00	\$594.08	\$207.92	74.075%
1000-755-220-0000	Insurance Benefits	\$0.00	\$0.00	\$14,581.40	\$111.95	\$13,510.25	\$959.20	92.654%
1000-755-225-0000	D Workers' Compensation	\$0.00	\$0.00	\$856.04	\$0.00	\$856.04	\$0.00	100.000%
	Employee Fringe Benefits Object Group Total:	\$0.00	\$0.00	\$23,194.44	\$111.95	\$20,634.33	\$2,448.16	88.962%
1000-755-320-0000	Communications, Printing and Advertising	\$0.00	\$0.00	\$4,760.00	\$1,873.47	\$2,734.53	\$152.00	57.448%
1000-755-348-0000	Training Services	\$0.00	\$0.00	\$940.00	\$315.00	\$624.98	\$0.02	66.487%
1000-755-350-0000	Insurance and Bonding Services	\$0.00	\$0.00	\$4,137.00	\$0.00	\$400.00	\$3,737.00	9.669%
1000-755-391-0000	Dues and Fees	\$0.00	\$0.00	\$460.00	\$40.93	\$200.07	\$219.00	43.493%
1000-755-394-0000	Machinery, Equipment & Furniture	\$0.00	\$0.00	\$4,120.00	\$0.00	\$2,694.00	\$1,426.00	65.388%
	Contractual Services Object Group Total:	\$0.00	\$0.00	\$14,417.00	\$2,229.40	\$6,653.58	\$5,534.02	46.151%

Appropriation Status

By Fund, Program and Object

As Of 11/30/2016

Account Code	Account Name	Reserved for Encumbrance 12/31	Reserved for Encumbrance 12/31 Adjustment	Final Appropriation	Current Reserve for Encumbrance	YTD Expenditures	Unencumbered Balance	YTD % Expenditures
1000-755-400-0000	Supplies and Materials	\$0.00	\$0.00	\$618.00	\$357.75	\$142.25	\$118.00	23.018%
	Supplies and Materials Object Group Total:	\$0.00	\$0.00	\$618.00	\$357.75	\$142.25	\$118.00	23.018%
	Income Tax Administration Program Total:	\$0.00	\$0.00	\$88,444.44	\$3,331.15	\$71,318.40	\$13,794.89	80.636%
1000-760-610-0000	D Deposits Refunded	\$0.00	\$0.00	\$215,000.00	\$0.00	\$33,511.55	\$181,488.45	15.587%
	Other Object Group Total:	\$0.00	\$0.00	\$215,000.00	\$0.00	\$33,511.55	\$181,488.45	15.587%
	Tax Refunds Program Total:	\$0.00	\$0.00	\$215,000.00	\$0.00	\$33,511.55	\$181,488.45	15.587%
1000-790-252-0000	Travel and Transportation	\$0.00	\$0.00	\$125.00	\$0.00	\$0.00	\$125.00	0.000%
	Employee Fringe Benefits Object Group Total:	\$0.00	\$0.00	\$125.00	\$0.00	\$0.00	\$125.00	0.000%
1000-790-400-0000	Supplies and Materials	\$0.00	\$0.00	\$1,000.00	\$0.00	\$760.00	\$240.00	76.000%
1000-790-400-0061	Supplies and Materials{WE THRIVE GARDEN}	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
	Supplies and Materials Object Group Total:	\$0.00	\$0.00	\$1,000.00	\$0.00	\$760.00	\$240.00	76.000%
1000-790-610-0000	D Deposits Refunded	\$0.00	\$0.00	\$250.00	\$0.00	\$180.00	\$70.00	72.000%
	Other Object Group Total:	\$0.00	\$0.00	\$250.00	\$0.00	\$180.00	\$70.00	72.000%
	Other General Government Program Total:	\$0.00	\$0.00	\$1,375.00	\$0.00	\$940.00	\$435.00	68.364%
	General Government Program Group Total:	\$16,704.29	\$2,668.38	\$1,392,104.25	\$95,139.05	\$955,629.63	\$355,371.48	67.961%
1000-910-910-0000	D Transfers - Out	\$0.00	\$0.00	\$407,711.55	\$0.00	\$407,711.55	\$0.00	100.000%
	Other Financing Uses Object Group Total:	\$0.00	\$0.00	\$407,711.55	\$0.00	\$407,711.55	\$0.00	100.000%
	Transfers Program Total:	\$0.00	\$0.00	\$407,711.55	\$0.00	\$407,711.55	\$0.00	100.000%
1000-930-930-0000	Contingencies	\$0.00	\$0.00	\$10,000.00	\$0.00	\$7,553.67	\$2,446.33	75.537%
	Other Financing Uses Object Group Total:	\$0.00	\$0.00	\$10,000.00	\$0.00	\$7,553.67	\$2,446.33	75.537%
	Contingencies Program Total:	\$0.00	\$0.00	\$10,000.00	\$0.00	\$7,553.67	\$2,446.33	75.537%
1000-990-990-0000	D Other - Other Financing Uses	\$0.00	\$0.00	\$180,037.88	\$180,000.00	\$0.00	\$37.88	0.000%
	Other Financing Uses Object Group Total:	\$0.00	\$0.00	\$180,037.88	\$180,000.00	\$0.00	\$37.88	0.000%
	Other Financing Uses Program Total:	\$0.00	\$0.00	\$180,037.88	\$180,000.00	\$0.00	\$37.88	0.000%
	Other Financing Uses Program Group Total:	\$0.00	\$0.00	\$597,749.43	\$180,000.00	\$415,265.22	\$2,484.21	69.471%
	General Fund Total:	\$41,341.49	\$5,257.19	\$4,762,213.80	\$468,110.00	\$3,611,773.36	\$718,414.74	75.272%
	Report Total:	\$41,341.49	\$5,257.19	\$4,762,213.80	\$468,110.00	\$3,611,773.36	\$718,414.74	75.272%

Appropriation Summary

November 2016

1000 - General	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	\$597,156.00	\$597,156.00	\$0.00	\$467,419.18	\$0.00	\$129,736.82	
Employee Fringe Benefits	\$0.00	\$204,237.12	\$204,237.12	\$336.93	\$172,238.86	\$3,466.61	\$28,531.65	84.333%
Contractual Services	\$2,307.84	\$137,753.48	\$140,061.32	\$4,863.11	\$101,175.86	\$6,430.46	\$32,455.00	72.237%
Supplies and Materials	\$1,738.30	\$116,678.73	\$118,417.03	\$8,270.78	\$106,258.62	\$10,939.35	\$1,219.06	89.733%
Capital Outlay	\$0.00	\$84,465.88	\$84,465.88	\$0.00	\$75,923.16	\$4,914.00	\$3,628.72	89.886%
Total Police Enforcement	\$4,046.14	\$1,140,291.21	\$1,144,337.35	\$13,470.82	\$923,015.68	\$25,750.42	\$195,571.25	
Fire Fighting, Prevention and Inspection								
Personal Services	\$0.00	\$206,434.00	\$206,434.00	\$17,275.23	\$178,918.65	\$2,331.45	\$25,183.90	86.671%
Employee Fringe Benefits	\$0.00	\$47,865.00	\$47,865.00	\$4,484.61	\$35,273.93	\$0.00	\$12,591.07	73.695%
Contractual Services	\$1,000.00	\$51,613.91	\$52,613.91	\$795.39	\$31,316.91	\$12,829.54	\$8,467.46	59.522%
Supplies and Materials	\$261.01	\$45,999.00	\$46,260.01	\$3,091.05	\$30,536.87	\$10,500.22	\$5,222.92	66.011%
Capital Outlay	\$0.00	\$11,200.00	\$11,200.00	\$0.00	\$10,994.72	\$205.28	\$0.00	98.167%
Total Fire Fighting, Prevention and Inspection	\$1,261.01	\$363,111.91	\$364,372.92	\$25,646.28	\$287,041.08	\$25,866.49	\$51,465.35	
Total Security of Persons and Property	\$5,307.15	\$1,503,403.12	\$1,508,710.27	\$39,117.10	\$1,210,056.76	\$51,616.91	\$247,036.60	
Public Health Services								
Payment to County Health District								
Contractual Services	\$0.00	\$10,487.00	\$10,487.00	\$0.00	\$10,417.14	\$0.00	\$69.86	99.334%
Total Payment to County Health District	\$0.00	\$10,487.00	\$10,487.00	\$0.00	\$10,417.14	\$0.00	\$69.86	
Other Public Health Services								
Contractual Services	\$0.00	\$140,000.00	\$140,000.00	\$0.00	\$105,000.00	\$35,000.00	\$0.00	75.000%
Total Other Public Health Services	\$0.00	\$140,000.00	\$140,000.00	\$0.00	\$105,000.00	\$35,000.00	\$0.00	
Total Public Health Services	\$0.00	\$150,487.00	\$150,487.00	\$0.00	\$115,417.14	\$35,000.00	\$69.86	
Basic Utility Services								
Waste Collection - Refuse Collection and Disp								
Contractual Services	\$15,611.73	\$195,000.00	\$210,611.73	\$0.00	\$173,886.18	\$36,725.55	\$0.00	82.562%
Total Waste Collection - Refuse Collection and Disp	\$15,611.73	\$195,000.00	\$210,611.73	\$0.00	\$173,886.18	\$36,725.55	\$0.00	
Total Basic Utility Services	\$15,611.73	\$195,000.00	\$210,611.73	\$0.00	\$173,886.18	\$36,725.55	\$0.00	
Transportation								
Other Transportation								
Personal Services	\$0.00	\$402,084.00	\$402,084.00	\$50,849.57	\$356,865.40	\$5,388.50	\$39,830.10	88.754%

Appropriation Summary

November 2016

	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
Employee Fringe Benefits	\$0.00	\$163,706.00	\$163,706.00	\$13,686.21	\$142,074.22	\$559.78	\$21,072.00	86.786%
Contractual Services	\$410.58	\$100,780.00	\$101,190.58	\$5,772.17	\$55,537.37	\$26,455.89	\$19,197.32	54.884%
Supplies and Materials	\$718.93	\$228,000.00	\$228,718.93	\$39,785.70	\$172,735.76	\$34,781.32	\$21,201.85	75.523%
Capital Outlay	\$0.00	\$28,900.00	\$28,900.00	\$894.59	\$14,305.68	\$2,443.00	\$12,151.32	49.501%
Total Other Transportation	\$1,129.51	\$923,470.00	\$924,599.51	\$110,988.24	\$741,518.43	\$69,628.49	\$113,452.59	
Total Transportation	\$1,129.51	\$923,470.00	\$924,599.51	\$110,988.24	\$741,518.43	\$69,628.49	\$113,452.59	
General Government								
Mayor and Administrative Offices								
Personal Services	\$0.00	\$331,100.00	\$331,100.00	\$35,915.56	\$282,745.28	\$3,916.16	\$44,438.56	85.396%
Employee Fringe Benefits	\$0.00	\$93,115.56	\$93,115.56	\$7,914.27	\$78,821.50	\$671.20	\$13,622.86	84.649%
Contractual Services	\$34.00	\$116,965.00	\$116,999.00	\$3,262.05	\$90,650.98	\$20,101.54	\$6,246.48	77.480%
Supplies and Materials	\$145.76	\$3,800.00	\$3,945.76	\$717.47	\$2,981.47	\$394.29	\$570.00	75.561%
Total Mayor and Administrative Offices	\$179.76	\$544,980.56	\$545,160.32	\$47,809.35	\$455,199.23	\$25,083.19	\$64,877.90	
Legislative Activities								
Personal Services	\$0.00	\$10,800.00	\$10,800.00	\$882.00	\$9,514.00	\$86.00	\$1,200.00	88.093%
Employee Fringe Benefits	\$0.00	\$2,735.00	\$2,735.00	\$92.40	\$952.68	\$0.00	\$1,782.32	34.833%
Contractual Services	\$2,642.23	\$54,058.25	\$56,700.48	\$199.00	\$33,476.24	\$12,614.94	\$10,609.30	59.040%
Supplies and Materials	\$0.00	\$1,250.00	\$1,250.00	\$0.00	\$1,165.14	\$0.00	\$84.86	93.211%
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Total Legislative Activities	\$2,642.23	\$68,843.25	\$71,485.48	\$1,173.40	\$45,108.06	\$12,700.94	\$13,676.48	
Mayor's Court								
Contractual Services	\$1,250.00	\$19,350.00	\$20,600.00	\$645.00	\$17,035.00	\$2,655.00	\$910.00	82.694%
Supplies and Materials	\$0.00	\$500.00	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0.000%
Total Mayor's Court	\$1,250.00	\$19,850.00	\$21,100.00	\$645.00	\$17,035.00	\$2,655.00	\$1,410.00	
Clerk - Treasurer								
Personal Services	\$0.00	\$1,500.00	\$1,500.00	\$122.50	\$1,357.50	\$17.50	\$125.00	90.500%
Employee Fringe Benefits	\$0.00	\$266.00	\$266.00	\$19.31	\$194.91	\$0.00	\$71.09	73.274%
Contractual Services	\$0.00	\$1,235.00	\$1,235.00	\$0.00	\$200.00	\$0.00	\$1,035.00	16.194%
Total Clerk - Treasurer	\$0.00	\$3,001.00	\$3,001.00	\$141.81	\$1,752.41	\$17.50	\$1,231.09	
Lands and Buildings								
Personal Services	\$0.00	\$49,330.00	\$49,330.00	\$3,686.02	\$42,296.22	\$327.91	\$6,705.87	85.741%
Employee Fringe Benefits	\$0.00	\$7,697.00	\$7,697.00	\$538.50	\$6,252.53	\$0.00	\$1,444.47	81.233%
Contractual Services	\$4,389.59	\$211,115.00	\$215,504.59	\$9,588.51	\$156,572.98	\$35,995.61	\$22,936.00	72.654%
Supplies and Materials	\$3,524.90	\$104,100.00	\$107,624.90	\$2,350.86	\$86,707.08	\$9,541.32	\$11,376.50	80.564%

AMBERLEY VILLAGE, HAMILTON COUNTY
Appropriation Summary
November 2016

12/16/2016 3:54:15 PM
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	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	\$12,444.00	\$12,444.00	\$0.00	\$6,613.00	\$0.00	\$5,831.00	53.142%
Total Lands and Buildings	\$7,914.49	\$384,686.00	\$392,600.49	\$16,163.89	\$298,441.81	\$45,864.84	\$48,293.84	
Boards and Commissions								
Personal Services	\$0.00	\$800.00	\$800.00	\$65.36	\$657.37	\$9.32	\$133.31	82.171%
Employee Fringe Benefits	\$0.00	\$124.00	\$124.00	\$10.28	\$93.48	\$0.00	\$30.52	75.387%
Total Boards and Commissions	\$0.00	\$924.00	\$924.00	\$75.64	\$750.85	\$9.32	\$163.83	
Solicitor								
Contractual Services	\$2,049.43	\$65,000.00	\$67,049.43	\$0.00	\$31,572.32	\$5,477.11	\$30,000.00	47.088%
Total Solicitor	\$2,049.43	\$65,000.00	\$67,049.43	\$0.00	\$31,572.32	\$5,477.11	\$30,000.00	
Income Tax Administration								
Personal Services	\$0.00	\$50,215.00	\$50,215.00	\$5,615.06	\$43,888.24	\$632.05	\$5,694.71	87.401%
Employee Fringe Benefits	\$0.00	\$23,194.44	\$23,194.44	\$1,815.04	\$20,634.33	\$111.95	\$2,448.16	88.962%
Contractual Services	\$0.00	\$14,417.00	\$14,417.00	\$126.40	\$6,653.58	\$2,229.40	\$5,534.02	46.151%
Supplies and Materials	\$0.00	\$618.00	\$618.00	\$0.00	\$142.25	\$357.75	\$118.00	23.018%
Total Income Tax Administration	\$0.00	\$88,444.44	\$88,444.44	\$7,556.50	\$71,318.40	\$3,331.15	\$13,794.89	
Tax Refunds								
Other	\$0.00	\$215,000.00	\$215,000.00	\$0.00	\$33,511.55	\$0.00	\$181,488.45	15.587%
Total Tax Refunds	\$0.00	\$215,000.00	\$215,000.00	\$0.00	\$33,511.55	\$0.00	\$181,488.45	
Other General Government								
Employee Fringe Benefits	\$0.00	\$125.00	\$125.00	\$0.00	\$0.00	\$0.00	\$125.00	0.000%
Supplies and Materials	\$0.00	\$1,000.00	\$1,000.00	\$0.00	\$760.00	\$0.00	\$240.00	76.000%
Other	\$0.00	\$250.00	\$250.00	\$0.00	\$180.00	\$0.00	\$70.00	72.000%
Total Other General Government	\$0.00	\$1,375.00	\$1,375.00	\$0.00	\$940.00	\$0.00	\$435.00	
Total General Government	\$14,035.91	\$1,392,104.25	\$1,406,140.16	\$73,565.59	\$955,629.63	\$95,139.05	\$355,371.48	
Other Financing Uses								
Transfers - Out	\$0.00	\$407,711.55	\$407,711.55	\$22,152.80	\$407,711.55	\$0.00	\$0.00	
Contingencies	\$0.00	\$10,000.00	\$10,000.00	\$0.00	\$7,553.67	\$0.00	\$2,446.33	75.537%
Other - Other Financing Uses	\$0.00	\$180,037.88	\$180,037.88	\$0.00	\$0.00	\$180,000.00	\$37.88	0.000%
Total Other Financing Uses	\$0.00	\$597,749.43	\$597,749.43	\$22,152.80	\$415,265.22	\$180,000.00	\$2,484.21	
Total 1000 - General	\$36,084.30	\$4,762,213.80	\$4,798,298.10	\$245,823.73	\$3,611,773.36	\$468,110.00	\$718,414.74	

2011 - Street Construction, Maint. and Repair

Report reflects selected information.

Appropriation Summary

November 2016

	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
Transportation								
Other Transportation								
Contractual Services	\$2,023.23	\$80,000.00	\$82,023.23	\$0.00	\$27,686.07	\$4,337.16	\$50,000.00	33.754%
Capital Outlay	\$25,630.13	\$576,991.00	\$602,621.13	\$1,448.16	\$28,653.29	\$460,939.25	\$113,028.59	4.755%
Total Other Transportation	\$27,653.36	\$656,991.00	\$684,644.36	\$1,448.16	\$56,339.36	\$465,276.41	\$163,028.59	
Total Transportation	\$27,653.36	\$656,991.00	\$684,644.36	\$1,448.16	\$56,339.36	\$465,276.41	\$163,028.59	
Total 2011 - Street Construction, Maint. and Repair	\$27,653.36	\$656,991.00	\$684,644.36	\$1,448.16	\$56,339.36	\$465,276.41	\$163,028.59	
2051 - Federal Grant								
Community Environment								
Other Community Environment								
Other	\$0.00	\$171,213.00	\$171,213.00	\$0.00	\$171,213.00	\$0.00	\$0.00	100.000%
Total Other Community Environment	\$0.00	\$171,213.00	\$171,213.00	\$0.00	\$171,213.00	\$0.00	\$0.00	
Total Community Environment	\$0.00	\$171,213.00	\$171,213.00	\$0.00	\$171,213.00	\$0.00	\$0.00	
Total 2051 - Federal Grant	\$0.00	\$171,213.00	\$171,213.00	\$0.00	\$171,213.00	\$0.00	\$0.00	
2091 - Law Enforcement Trust								
Security of Persons and Property								
Police Enforcement								
Contractual Services	\$0.00	\$500.00	\$500.00	\$0.00	\$0.00	\$500.00	\$0.00	0.000%
Other	\$0.00	\$15,151.00	\$15,151.00	\$1,534.33	\$5,117.43	\$2,101.70	\$7,931.87	33.776%
Total Police Enforcement	\$0.00	\$15,651.00	\$15,651.00	\$1,534.33	\$5,117.43	\$2,601.70	\$7,931.87	
Total Security of Persons and Property	\$0.00	\$15,651.00	\$15,651.00	\$1,534.33	\$5,117.43	\$2,601.70	\$7,931.87	
Total 2091 - Law Enforcement Trust	\$0.00	\$15,651.00	\$15,651.00	\$1,534.33	\$5,117.43	\$2,601.70	\$7,931.87	
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	\$55,517.00	\$55,517.00	\$0.00	\$0.00	\$0.00	\$55,517.00	0.000%
Total Other Transportation	\$0.00	\$55,517.00	\$55,517.00	\$0.00	\$0.00	\$0.00	\$55,517.00	
Total Transportation	\$0.00	\$55,517.00	\$55,517.00	\$0.00	\$0.00	\$0.00	\$55,517.00	

Appropriation Summary

November 2016

	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 2101 - Permissive Motor Vehicle License Tax	\$0.00	\$55,517.00	\$55,517.00	\$0.00	\$0.00	\$0.00	\$55,517.00	
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	\$58,917.00	\$58,917.00	\$10,098.10	\$10,098.10	\$0.00	\$48,818.90	17.140%
Total Police Enforcement	\$0.00	\$58,917.00	\$58,917.00	\$10,098.10	\$10,098.10	\$0.00	\$48,818.90	
Total Security of Persons and Property	\$0.00	\$58,917.00	\$58,917.00	\$10,098.10	\$10,098.10	\$0.00	\$48,818.90	
General Government								
Auditor of State Fees								
Contractual Services	\$0.00	\$600.00	\$600.00	\$0.00	\$574.46	\$0.00	\$25.54	95.743%
Total Auditor of State Fees	\$0.00	\$600.00	\$600.00	\$0.00	\$574.46	\$0.00	\$25.54	
Total General Government	\$0.00	\$600.00	\$600.00	\$0.00	\$574.46	\$0.00	\$25.54	
Total 2131 - Police Disability and Pension	\$0.00	\$59,517.00	\$59,517.00	\$10,098.10	\$10,672.56	\$0.00	\$48,844.44	
2901 - MAYOR'S COURT COMPUTER FUND								
Security of Persons and Property								
Police Enforcement								
Supplies and Materials	\$0.00	\$2,356.00	\$2,356.00	\$0.00	\$1,140.00	\$0.00	\$1,216.00	48.387%
Capital Outlay	\$0.00	\$10,000.00	\$10,000.00	\$0.00	\$1,597.00	\$2,358.00	\$6,045.00	15.970%
Total Police Enforcement	\$0.00	\$12,356.00	\$12,356.00	\$0.00	\$2,737.00	\$2,358.00	\$7,261.00	
Total Security of Persons and Property	\$0.00	\$12,356.00	\$12,356.00	\$0.00	\$2,737.00	\$2,358.00	\$7,261.00	
Total 2901 - MAYOR'S COURT COMPUTER FUND	\$0.00	\$12,356.00	\$12,356.00	\$0.00	\$2,737.00	\$2,358.00	\$7,261.00	
2902 - POLICE LEVY FUND								
Security of Persons and Property								
Police Enforcement								
Personal Services	\$8.45	\$1,245,000.00	\$1,245,008.45	\$206,670.16	\$1,154,541.33	\$24,487.94	\$65,979.18	92.734%
Employee Fringe Benefits	\$0.00	\$412,945.00	\$412,945.00	\$49,709.04	\$376,330.21	\$0.00	\$36,614.79	91.133%
Contractual Services	\$0.00	\$20,055.00	\$20,055.00	\$0.00	\$19,150.98	\$0.00	\$904.02	95.492%
Total Police Enforcement	\$8.45	\$1,678,000.00	\$1,678,008.45	\$256,379.20	\$1,550,022.52	\$24,487.94	\$103,497.99	

Appropriation Summary

November 2016

	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 Security of Persons and Property	\$8.45	\$1,678,000.00	\$1,678,008.45	\$256,379.20	\$1,550,022.52	\$24,487.94	\$103,497.99	
Total 2902 - POLICE LEVY FUND	\$8.45	\$1,678,000.00	\$1,678,008.45	\$256,379.20	\$1,550,022.52	\$24,487.94	\$103,497.99	
2903 - PSAP 911 FUND								
Security of Persons and Property								
Police Enforcement								
Contractual Services	\$0.00	\$16,994.00	\$16,994.00	\$1,000.00	\$11,191.60	\$1,000.00	\$4,802.40	65.856%
Capital Outlay	\$0.00	\$17,828.00	\$17,828.00	\$3,846.00	\$13,982.00	\$3,846.00	\$0.00	78.427%
Total Police Enforcement	\$0.00	\$34,822.00	\$34,822.00	\$4,846.00	\$25,173.60	\$4,846.00	\$4,802.40	
Total Security of Persons and Property	\$0.00	\$34,822.00	\$34,822.00	\$4,846.00	\$25,173.60	\$4,846.00	\$4,802.40	
Total 2903 - PSAP 911 FUND	\$0.00	\$34,822.00	\$34,822.00	\$4,846.00	\$25,173.60	\$4,846.00	\$4,802.40	
2904 - EMPLOYEE SEVERANCE FUND								
Security of Persons and Property								
Police Enforcement								
Personal Services	\$0.00	\$128,336.36	\$128,336.36	\$0.00	\$33,670.33	\$0.00	\$94,666.03	26.236%
Employee Fringe Benefits	\$0.00	\$1,000.00	\$1,000.00	\$0.00	\$488.22	\$0.00	\$511.78	48.822%
Total Police Enforcement	\$0.00	\$129,336.36	\$129,336.36	\$0.00	\$34,158.55	\$0.00	\$95,177.81	
Total Security of Persons and Property	\$0.00	\$129,336.36	\$129,336.36	\$0.00	\$34,158.55	\$0.00	\$95,177.81	
Transportation								
Other Transportation								
Personal Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Employee Fringe Benefits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Total Other Transportation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total Transportation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Other Financing Uses								
Contingencies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
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	\$129,336.36	\$129,336.36	\$0.00	\$34,158.55	\$0.00	\$95,177.81	

2905 - WE THRIVE GRANT FUND

Community Environment

Report reflects selected information.

Appropriation Summary

November 2016

	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
Other Community Environment								
Other	\$0.00	\$4,468.27	\$4,468.27	\$0.00	\$681.04	\$318.96	\$3,468.27	15.242%
Total Other Community Environment	\$0.00	\$4,468.27	\$4,468.27	\$0.00	\$681.04	\$318.96	\$3,468.27	
Total Community Environment	\$0.00	\$4,468.27	\$4,468.27	\$0.00	\$681.04	\$318.96	\$3,468.27	
Total 2905 - WE THRIVE GRANT FUND	\$0.00	\$4,468.27	\$4,468.27	\$0.00	\$681.04	\$318.96	\$3,468.27	
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	
4901 - CAPITAL PROJECTS								
Capital Outlay								
Capital Outlay								
Capital Outlay	\$0.00	\$574,874.00	\$574,874.00	\$97,206.23	\$386,593.01	\$77,655.38	\$110,625.61	67.248%
Total Capital Outlay	\$0.00	\$574,874.00	\$574,874.00	\$97,206.23	\$386,593.01	\$77,655.38	\$110,625.61	
Total Capital Outlay	\$0.00	\$574,874.00	\$574,874.00	\$97,206.23	\$386,593.01	\$77,655.38	\$110,625.61	
Total 4901 - CAPITAL PROJECTS	\$0.00	\$574,874.00	\$574,874.00	\$97,206.23	\$386,593.01	\$77,655.38	\$110,625.61	
4902 - Capital Projects-PUBLIC FACILITIES								
Capital Outlay								
Capital Outlay								
Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Total Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total 4902 - Capital Projects-PUBLIC FACILITIES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
4903 - Capital Projects-VILLAGE LAND								

AMBERLEY VILLAGE, HAMILTON COUNTY
Appropriation Summary
November 2016

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	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								
Capital Outlay								
Capital Outlay	\$0.00	\$1,204.12	\$1,204.12	\$0.00	\$0.00	\$1,204.12	\$0.00	0.000%
Total Capital Outlay	\$0.00	\$1,204.12	\$1,204.12	\$0.00	\$0.00	\$1,204.12	\$0.00	
Total Capital Outlay	\$0.00	\$1,204.12	\$1,204.12	\$0.00	\$0.00	\$1,204.12	\$0.00	
Total 4903 - Capital Projects-VILLAGE LAND	\$0.00	\$1,204.12	\$1,204.12	\$0.00	\$0.00	\$1,204.12	\$0.00	
5901 - STORM WATER UTILITY								
Transportation								
Storm Sewers and Drains								
Personal Services	\$0.00	\$25,983.00	\$25,983.00	\$341.02	\$8,658.39	\$52.32	\$17,272.29	33.323%
Employee Fringe Benefits	\$0.00	\$4,017.00	\$4,017.00	\$253.08	\$1,322.16	\$0.00	\$2,694.84	32.914%
Contractual Services	\$27,391.81	\$145,000.00	\$172,391.81	\$0.00	\$50,775.01	\$81,152.80	\$40,464.00	29.453%
Supplies and Materials	\$0.00	\$40,000.00	\$40,000.00	\$0.00	\$5,371.08	\$3,000.00	\$31,628.92	13.428%
Capital Outlay	\$79,529.30	\$542,204.00	\$621,733.30	\$101,106.15	\$320,359.85	\$211,019.90	\$90,353.55	51.527%
Total Storm Sewers and Drains	\$106,921.11	\$757,204.00	\$864,125.11	\$101,700.25	\$386,486.49	\$295,225.02	\$182,413.60	
Total Transportation	\$106,921.11	\$757,204.00	\$864,125.11	\$101,700.25	\$386,486.49	\$295,225.02	\$182,413.60	
Total 5901 - STORM WATER UTILITY	\$106,921.11	\$757,204.00	\$864,125.11	\$101,700.25	\$386,486.49	\$295,225.02	\$182,413.60	
9101 - Unclaimed Monies								
Other Financing Uses								
Contingencies	\$0.00	\$14,518.53	\$14,518.53	\$0.00	\$0.00	\$0.00	\$14,518.53	
Total Other Financing Uses	\$0.00	\$14,518.53	\$14,518.53	\$0.00	\$0.00	\$0.00	\$14,518.53	
Total 9101 - Unclaimed Monies	\$0.00	\$14,518.53	\$14,518.53	\$0.00	\$0.00	\$0.00	\$14,518.53	
9901 - MAYOR'S COURT Agency								
Security of Persons and Property								
Police Enforcement								
Other	\$0.00	\$140,000.00	\$140,000.00	\$12,013.00	\$108,166.00	\$0.00	\$31,834.00	77.261%
Total Police Enforcement	\$0.00	\$140,000.00	\$140,000.00	\$12,013.00	\$108,166.00	\$0.00	\$31,834.00	
Total Security of Persons and Property	\$0.00	\$140,000.00	\$140,000.00	\$12,013.00	\$108,166.00	\$0.00	\$31,834.00	
Other Financing Uses								

AMBERLEY VILLAGE, HAMILTON COUNTY
Appropriation Summary
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	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
Transfers - Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
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	\$140,000.00	\$140,000.00	\$12,013.00	\$108,166.00	\$0.00	\$31,834.00	
9902 - EMPLOYEES HEALTH INSURANCE Agency								
Other Financing Uses								
Contingencies	\$0.00	\$65,000.00	\$65,000.00	\$4,761.36	\$50,939.04	\$0.00	\$14,060.96	
Total Other Financing Uses	\$0.00	\$65,000.00	\$65,000.00	\$4,761.36	\$50,939.04	\$0.00	\$14,060.96	
Total 9902 - EMPLOYEES HEALTH INSURANCE Agency	\$0.00	\$65,000.00	\$65,000.00	\$4,761.36	\$50,939.04	\$0.00	\$14,060.96	
9903 - VALLEY BAND ESCROW								
Security of Persons and Property								
Police Enforcement								
Other	\$0.00	\$25,524.44	\$25,524.44	\$0.00	\$436.00	\$0.00	\$25,088.44	1.708%
Total Police Enforcement	\$0.00	\$25,524.44	\$25,524.44	\$0.00	\$436.00	\$0.00	\$25,088.44	
Total Security of Persons and Property	\$0.00	\$25,524.44	\$25,524.44	\$0.00	\$436.00	\$0.00	\$25,088.44	
Other Financing Uses								
Transfers - Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total Other Financing Uses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total 9903 - VALLEY BAND ESCROW	\$0.00	\$25,524.44	\$25,524.44	\$0.00	\$436.00	\$0.00	\$25,088.44	
9904 - Kenwood SWJEDZ Agency								
General Government								
Income Tax Administration								
Contractual Services	\$0.00	\$127,800.00	\$127,800.00	\$24,072.65	\$110,235.19	\$69.50	\$17,495.31	86.256%
Other	\$0.00	\$933,400.00	\$933,400.00	\$176,794.18	\$814,758.29	\$0.00	\$118,641.71	87.289%
Total Income Tax Administration	\$0.00	\$1,061,200.00	\$1,061,200.00	\$200,866.83	\$924,993.48	\$69.50	\$136,137.02	
Total General Government	\$0.00	\$1,061,200.00	\$1,061,200.00	\$200,866.83	\$924,993.48	\$69.50	\$136,137.02	
Other Financing Uses								
Transfers - Out	\$0.00	\$38,800.00	\$38,800.00	\$18,621.13	\$38,758.81	\$0.00	\$41.19	
Total Other Financing Uses	\$0.00	\$38,800.00	\$38,800.00	\$18,621.13	\$38,758.81	\$0.00	\$41.19	

Appropriation Summary

November 2016

	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 9904 - Kenwood SWJEDZ Agency	\$0.00	\$1,100,000.00	\$1,100,000.00	\$219,487.96	\$963,752.29	\$69.50	\$136,178.21	
9905 - Kenwood SWJEDZ Escrow Agency								
General Government								
Tax Refunds								
Other	\$0.00	\$17,013.00	\$17,013.00	\$0.00	\$13,739.85	\$0.00	\$3,273.15	80.761%
Total Tax Refunds	\$0.00	\$17,013.00	\$17,013.00	\$0.00	\$13,739.85	\$0.00	\$3,273.15	
Total General Government	\$0.00	\$17,013.00	\$17,013.00	\$0.00	\$13,739.85	\$0.00	\$3,273.15	
Other Financing Uses								
Transfers - Out	\$0.00	\$19,159.00	\$19,159.00	\$0.00	\$13,774.25	\$0.00	\$5,384.75	
Total Other Financing Uses	\$0.00	\$19,159.00	\$19,159.00	\$0.00	\$13,774.25	\$0.00	\$5,384.75	
Total 9905 - Kenwood SWJEDZ Escrow Agency	\$0.00	\$36,172.00	\$36,172.00	\$0.00	\$27,514.10	\$0.00	\$8,657.90	
9906 - Kenwood SWJEDZ Long-Term Maint. Agency								
General Government								
Boards and Commissions								
Other	\$0.00	\$1,600.00	\$1,600.00	\$0.00	\$1,600.00	\$0.00	\$0.00	100.000%
Total Boards and Commissions	\$0.00	\$1,600.00	\$1,600.00	\$0.00	\$1,600.00	\$0.00	\$0.00	
Total General Government	\$0.00	\$1,600.00	\$1,600.00	\$0.00	\$1,600.00	\$0.00	\$0.00	
Other Financing Uses								
Transfers - Out	\$0.00	\$7,500.00	\$7,500.00	\$0.00	\$7,500.00	\$0.00	\$0.00	
Total Other Financing Uses	\$0.00	\$7,500.00	\$7,500.00	\$0.00	\$7,500.00	\$0.00	\$0.00	
Total 9906 - Kenwood SWJEDZ Long-Term Maint. Agency	\$0.00	\$9,100.00	\$9,100.00	\$0.00	\$9,100.00	\$0.00	\$0.00	
Report Totals:	\$170,667.22	\$10,303,682.52	\$10,474,349.74	\$955,298.32	\$7,400,875.35	\$1,342,153.03	\$1,731,321.36	

INVESTMENT LISTING

11/320/2016

			YEAR TO				
			INTERST	DATE	TOTAL	PURCHASE	MATURITY
TYPE	DESCRIPTION	CURRENT VALUE	RATE	INTEREST	INTEREST	DATE	DATE
CD	GREAT SOUTHERN BANK	\$ 250,000.00	0.90%	\$ 2,071.26		9/12/2014	12/12/2016
CD	GOLDMAN SACHS BANK	\$ 250,000.00	0.90%	\$ 2,256.17		3/11/2015	3/13/2017
CD	FIRST NIAGARA BANK	\$ 250,000.00	0.85%	\$ 2,130.82		3/27/2015	3/27/2017
AGENCY	FNMA	\$ 249,988.54	0.80%	\$ 1,875.00		6/25/2014	4/20/2017
AGENCY	FHLB BOND AGENCY	\$ 250,482.50	0.80%	\$ 1,000.00		4/26/2016	6/30/2017
CD	DISCOVER BANK	\$ 250,000.00	1.10%	\$ 2,757.53		7/1/2015	7/3/2017
CD	MB FINANCIAL BANK	\$ 250,000.00	1.00%	\$ 2,301.38		7/10/2015	7/10/2017
CD	BANK OF NORTH CAROLINA	\$ 250,000.00	1.15%	\$ 2,646.58		8/28/2015	8/28/2017
CD	OHIO VALLEY BANC CORP	\$ 250,000.00	1.05%	\$ 2,416.46		9/5/2014	9/5/2017
CD	TRADITION CAPITAL BANK	\$ 250,000.00	1.05%	\$ 2,416.46		7/17/2015	10/17/2017
CD	SYNOVUS BANK	\$ 250,000.00	1.20%	\$ 1,504.11		12/31/2015	12/15/2017
CD	BOSTON PRIVATE BANK & TRUST	\$ 250,000.00	0.75%	\$ 631.86		7/22/2016	1/22/2018
CD	WELLS FARGO BANK	\$ 250,000.00	1.05%	\$ 1,970.56		2/26/2016	2/26/2018
CD	EAST BOSTON SAVINGS BANK	\$ 250,000.00	0.80%	\$ 673.96		7/27/2016	3/27/2018
CD	NATIONAL COOPERATIVE BANK	\$ 250,000.00	1.20%	\$ 3,008.22		10/2/2015	4/2/2018
AGENCY	FHLMC BOND AGENCY	\$ 250,000.00	0.75%	\$ -		6/22/2016	4/9/2018
CD	UNITED BANKERS BANK	\$ 250,000.00	0.90%	\$ 1,319.19		4/29/2016	4/30/2018
AGENCY	FFCB 52518	\$ 250,912.50	0.90%	\$ 1,125.00		7/21/2016	5/25/2018
CD	BMO HARRIS BANK	\$ 250,000.00	1.05%	\$ -		6/23/2016	6/22/2018
CD	EVERBANK JACKSONVILLE FL	\$ 250,000.00	1.00%	\$ -		6/29/2016	6/29/2018
AGENCY	FFCB 71818	\$ 250,147.50	0.75%	\$ -		7/21/2016	7/18/2018
CD	WASHINGTON TRUST COMPANY	\$ 250,000.00	1.10%	\$ -		8/30/2016	8/30/2018
AGENCY	FHLB BOND AGENCY 2	\$ 250,000.00	1.12%	\$ 2,800.00		10/29/2015	10/29/2018
CD	FARM BUREAU BANK	\$ 250,000.00	1.05%	\$ 438.70		9/28/2016	12/28/2018
CD	ALLY BANK	\$ 250,000.00	1.25%	\$ -		6/23/2016	6/24/2019
				\$ 35,343.26	ACTIVE		
				\$ 10,987.66	MATURED		
TOTAL		\$ 6,251,531.04		\$ 46,330.92			

Revenue Status
By Fund Then Revenue
As Of 11/30/2016

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Fund: 1000 General

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
1000-110-0000	General Property Tax - Real Estate	\$943,380.00	\$954,420.01	-\$11,040.01	101.170%
1000-120-0000	Tangible Personal Property Tax	\$0.00	\$0.00	\$0.00	0.000%
1000-130-0000	Municipal Income Tax	\$2,650,000.00	\$3,344,629.04	-\$694,629.04	126.212%
	Property and Other Local Taxes Sub-Total:	\$3,593,380.00	\$4,299,049.05	-\$705,669.05	119.638%
1000-211-0000	Local Government Distribution	\$58,451.67	\$53,174.15	\$5,277.52	90.971%
1000-221-0000	Inheritance Tax	\$22,152.80	\$22,152.80	\$0.00	100.000%
1000-224-0000	Liquor and Beer Permit Fees	\$1,000.00	\$2,230.90	-\$1,230.90	223.090%
1000-231-0000	Property Tax Allocation	\$144,030.00	\$73,542.31	\$70,487.69	51.060%
1000-290-0000	Other - State Shared Taxes and Permits	\$15,000.00	\$6,421.67	\$8,578.33	42.811%
1000-290-0011	Other - State Shared Taxes and Permits{JEDZ}	\$110,000.00	\$109,804.69	\$195.31	99.822%
	State Shared Taxes and Permits Sub-Total:	\$350,634.47	\$267,326.52	\$83,307.95	76.241%
1000-390-0000	Other - Special Assessments	\$0.00	\$858.75	-\$858.75	0.000%
1000-390-0071	Other - Special Assessments{Property Maintenance}	\$0.00	\$230.00	-\$230.00	0.000%
	Special Assessments Sub-Total:	\$0.00	\$1,088.75	-\$1,088.75	0.000%
1000-422-0021	State - Restricted{OAC 109:2-18-04 TRAINING}	\$0.00	\$1,360.00	-\$1,360.00	0.000%
1000-422-0022	State - Restricted{FIRE TRAINING}	\$0.00	\$10,800.00	-\$10,800.00	0.000%
1000-422-0041	State - Restricted{K-9}	\$0.00	\$3,937.00	-\$3,937.00	0.000%
1000-440-0041	Grants or Aid (Non-Federal and Non-State){K-9}	\$0.00	\$0.00	\$0.00	0.000%
1000-490-0000	Other - Intergovernmental	\$15,000.00	\$16,844.09	-\$1,844.09	112.294%
	Intergovernmental Sub-Total:	\$15,000.00	\$32,941.09	-\$17,941.09	219.607%
1000-512-0000	Contracts for Police Protection	\$4,000.00	\$6,047.06	-\$2,047.06	151.177%
1000-514-0000	Garbage and Trash	\$195,000.00	\$186,953.40	\$8,046.60	95.874%
1000-523-0000	Recreation Entry Fees	\$1,500.00	\$795.00	\$705.00	53.000%
1000-529-0000	Other - Cultural and Recreational Programs	\$1,800.00	\$2,925.00	-\$1,125.00	162.500%
1000-541-0000	Consumer Rent	\$80,000.00	\$113,190.95	-\$33,190.95	141.489%
1000-590-0000	Other - Charges for Services	\$4,000.00	\$4,958.54	-\$958.54	123.964%
	Charges for Services Sub-Total:	\$286,300.00	\$314,869.95	-\$28,569.95	109.979%

Revenue Status
By Fund Then Revenue
As Of 11/30/2016

UAN v2016.2

Fund: 1000 General

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
1000-612-0000	Court Fines	\$65,000.00	\$64,557.44	\$442.56	99.319%
1000-612-0051	Court Fines{MAYOR'S COURT CREDIT CARD FEES}	\$0.00	\$372.00	-\$372.00	0.000%
1000-619-0000	Other - Fines and Forfeitures	\$100.00	\$0.10	\$99.90	0.100%
1000-624-0000	Street Opening	\$0.00	\$0.00	\$0.00	0.000%
1000-625-0000	Cable Franchise Fees	\$50,000.00	\$56,681.44	-\$6,681.44	113.363%
1000-629-0000	Other - Licenses and Permits	\$58,800.00	\$54,065.20	\$4,734.80	91.948%
	Fines, Licenses and Permits Sub-Total:	\$173,900.00	\$175,676.18	-\$1,776.18	101.021%
1000-701-0000	Interest	\$25,000.00	\$38,838.01	-\$13,838.01	155.352%
	Earnings on Investments Sub-Total:	\$25,000.00	\$38,838.01	-\$13,838.01	155.352%
1000-820-0000	Contributions and Donations	\$0.00	\$500.00	-\$500.00	0.000%
1000-820-0031	Contributions and Donations{75th ANNIVERSARY}	\$0.00	\$0.00	\$0.00	0.000%
1000-820-0041	Contributions and Donations{K-9}	\$0.00	\$5,600.00	-\$5,600.00	0.000%
1000-892-0000	Other - Miscellaneous Non-Operating	\$3,000.00	\$7,633.35	-\$4,633.35	254.445%
	Miscellaneous Sub-Total:	\$3,000.00	\$13,733.35	-\$10,733.35	457.778%
1000-931-0000	Transfers - In	\$0.00	\$0.00	\$0.00	0.000%
1000-961-0000	Sale of Fixed Assets	\$0.00	\$15,601.75	-\$15,601.75	0.000%
1000-981-0000	Special Items	\$0.00	\$0.00	\$0.00	0.000%
1000-999-0000	Other - Other Financing Sources	\$0.00	\$0.00	\$0.00	0.000%
	Other Financing Sources Sub-Total:	\$0.00	\$15,601.75	-\$15,601.75	0.000%
	Fund 1000 Sub-Total:	\$4,447,214.47	\$5,159,124.65	-\$711,910.18	116.008%
	Report Total:	\$4,447,214.47	\$5,159,124.65	-\$711,910.18	116.008%

Revenue Summary

November 2016

	Final Budget	Month To Date Revenue	Year To Date Revenue	Budget Variance Favorable (Unfavorable)	YTD % Received
1000 General					
Property and Other Local Taxes	\$3,593,380.00	\$106,566.53	\$4,299,049.05	\$705,669.05	119.638%
State Shared Taxes and Permits	\$350,634.47	\$29,809.65	\$267,326.52	(\$83,307.95)	76.241%
Special Assessments	\$0.00	\$230.00	\$1,088.75	\$1,088.75	0.000%
Intergovernmental	\$15,000.00	\$0.00	\$32,941.09	\$17,941.09	219.607%
Charges for Services	\$286,300.00	\$46,773.96	\$314,869.95	\$28,569.95	109.979%
Fines, Licenses and Permits	\$173,900.00	\$22,847.20	\$175,676.18	\$1,776.18	101.021%
Earnings on Investments	\$25,000.00	\$2,652.22	\$38,838.01	\$13,838.01	155.352%
Miscellaneous	\$3,000.00	\$1,849.90	\$13,733.35	\$10,733.35	457.778%
Other Financing Sources					
Transfers - In	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Sale of Fixed Assets	\$0.00	\$0.00	\$15,601.75	\$15,601.75	0.000%
Special Items	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Other - Other Financing Sources	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Total Other Financing Sources	\$0.00	\$0.00	\$15,601.75	\$15,601.75	
Total 1000 General	\$4,447,214.47	\$210,729.46	\$5,159,124.65	\$711,910.18	
2011 Street Construction, Maint. and Repair					
Property and Other Local Taxes	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
State Shared Taxes and Permits	\$140,000.00	\$13,987.89	\$155,430.78	\$15,430.78	111.022%
Intergovernmental	\$0.00	\$95,820.00	\$95,820.00	\$95,820.00	0.000%
Earnings on Investments	\$0.00	\$271.41	\$2,869.27	\$2,869.27	0.000%
Other Financing Sources					
Transfers - In	\$200,000.00	\$0.00	\$200,000.00	\$0.00	100.000%
Total Other Financing Sources	\$200,000.00	\$0.00	\$200,000.00	\$0.00	
Total 2011 Street Construction, Maint. and Repair	\$340,000.00	\$110,079.30	\$454,120.05	\$114,120.05	
2051 Federal Grant					
Intergovernmental	\$171,007.00	\$0.00	\$171,007.00	\$0.00	100.000%
Other Financing Sources					
Transfers - In	\$0.00	\$0.00	\$0.00	\$0.00	0.000%

Revenue Summary

November 2016

	Final Budget	Month To Date Revenue	Year To Date Revenue	Budget Variance Favorable (Unfavorable)	YTD % Received
Total Other Financing Sources	\$0.00	\$0.00	\$0.00	\$0.00	
Total 2051 Federal Grant	\$171,007.00	\$0.00	\$171,007.00	\$0.00	
<u>2091 Law Enforcement Trust</u>					
Fines, Licenses and Permits	\$5,000.00	\$2,113.00	\$9,176.00	\$4,176.00	183.520%
Total 2091 Law Enforcement Trust	\$5,000.00	\$2,113.00	\$9,176.00	\$4,176.00	
<u>2101 Permissive Motor Vehicle License Tax</u>					
Property and Other Local Taxes	\$19,000.00	\$1,462.50	\$18,565.00	(\$435.00)	97.711%
State Shared Taxes and Permits	\$8,800.00	\$731.25	\$9,282.50	\$482.50	105.483%
Earnings on Investments	\$0.00	\$22.49	\$276.51	\$276.51	0.000%
Total 2101 Permissive Motor Vehicle License Tax	\$27,800.00	\$2,216.24	\$28,124.01	\$324.01	
<u>2131 Police Disability and Pension</u>					
Property and Other Local Taxes	\$42,774.00	\$0.00	\$42,735.24	(\$38.76)	99.909%
State Shared Taxes and Permits	\$6,449.00	\$0.00	\$3,293.13	(\$3,155.87)	51.064%
Total 2131 Police Disability and Pension	\$49,223.00	\$0.00	\$46,028.37	(\$3,194.63)	
<u>2901 MAYOR'S COURT COMPUTER FUND</u>					
Fines, Licenses and Permits	\$7,000.00	\$799.00	\$7,344.90	\$344.90	104.927%
Total 2901 MAYOR'S COURT COMPUTER FUND	\$7,000.00	\$799.00	\$7,344.90	\$344.90	
<u>2902 POLICE LEVY FUND</u>					
Property and Other Local Taxes	\$1,415,708.00	\$0.00	\$1,424,507.50	\$8,799.50	100.622%
State Shared Taxes and Permits	\$207,293.00	\$0.00	\$109,764.77	(\$97,528.23)	52.952%
Earnings on Investments	\$0.00	\$37.07	\$1,303.86	\$1,303.86	0.000%
Total 2902 POLICE LEVY FUND	\$1,623,001.00	\$37.07	\$1,535,576.13	(\$87,424.87)	
<u>2903 PSAP 911 FUND</u>					
Charges for Services	\$14,000.00	\$2,188.13	\$18,944.55	\$4,944.55	135.318%
Total 2903 PSAP 911 FUND	\$14,000.00	\$2,188.13	\$18,944.55	\$4,944.55	
<u>2904 EMPLOYEE SEVERANCE FUND</u>					

Revenue Summary

November 2016

	Final Budget	Month To Date Revenue	Year To Date Revenue	Budget Variance Favorable (Unfavorable)	YTD % Received
Other Financing Sources					
Transfers - In	\$35,000.00	\$0.00	\$35,000.00	\$0.00	100.000%
Total Other Financing Sources	\$35,000.00	\$0.00	\$35,000.00	\$0.00	
Total 2904 EMPLOYEE SEVERANCE FUND	\$35,000.00	\$0.00	\$35,000.00	\$0.00	
4901 CAPITAL PROJECTS					
Miscellaneous	\$22,152.80	\$0.00	\$0.00	(\$22,152.80)	0.000%
Other Financing Sources					
Transfers - In	\$150,000.00	\$22,152.80	\$172,152.80	\$22,152.80	114.769%
Total Other Financing Sources	\$150,000.00	\$22,152.80	\$172,152.80	\$22,152.80	
Total 4901 CAPITAL PROJECTS	\$172,152.80	\$22,152.80	\$172,152.80	\$0.00	
4902 Capital Projects-PUBLIC FACILITIES					
Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Other Financing Sources					
Transfers - In	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Total Other Financing Sources	\$0.00	\$0.00	\$0.00	\$0.00	
Total 4902 Capital Projects-PUBLIC FACILITIES	\$0.00	\$0.00	\$0.00	\$0.00	
4903 Capital Projects-VILLAGE LAND					
Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Total 4903 Capital Projects-VILLAGE LAND	\$0.00	\$0.00	\$0.00	\$0.00	
5901 STORM WATER UTILITY					
Intergovernmental	\$0.00	\$0.00	\$60,000.00	\$60,000.00	0.000%
Charges for Services	\$235,000.00	\$38,907.04	\$228,516.45	(\$6,483.55)	97.241%
Earnings on Investments	\$0.00	\$201.43	\$3,999.69	\$3,999.69	0.000%
Total 5901 STORM WATER UTILITY	\$235,000.00	\$39,108.47	\$292,516.14	\$57,516.14	
9101 Unclaimed Monies					
Other Financing Sources					
Transfers - In	\$558.75	\$0.00	\$558.75	\$0.00	100.000%

Report reflects selected information.

Revenue Summary

November 2016

	Final Budget	Month To Date Revenue	Year To Date Revenue	Budget Variance Favorable (Unfavorable)	YTD % Received
Total Other Financing Sources	\$558.75	\$0.00	\$558.75	\$0.00	
Total 9101 Unclaimed Monies	\$558.75	\$0.00	\$558.75	\$0.00	
9901 MAYOR'S COURT Agency					
Other Financing Sources					
Transfers - In	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Other - Other Financing Sources	\$137,000.00	\$8,274.00	\$106,862.00	(\$30,138.00)	78.001%
Total Other Financing Sources	\$137,000.00	\$8,274.00	\$106,862.00	(\$30,138.00)	
Total 9901 MAYOR'S COURT Agency	\$137,000.00	\$8,274.00	\$106,862.00	(\$30,138.00)	
9902 EMPLOYEES HEALTH INSURANCE Agency					
Charges for Services	\$65,000.00	\$4,761.36	\$50,939.04	(\$14,060.96)	78.368%
Total 9902 EMPLOYEES HEALTH INSURANCE Agency	\$65,000.00	\$4,761.36	\$50,939.04	(\$14,060.96)	
9904 Kenwood SWJEDZ Agency					
Property and Other Local Taxes	\$1,065,000.00	\$60,122.16	\$955,888.77	(\$109,111.23)	89.755%
Other Financing Sources					
Transfers - In	\$0.00	\$0.00	\$21,274.25	\$21,274.25	0.000%
Total Other Financing Sources	\$0.00	\$0.00	\$21,274.25	\$21,274.25	
Total 9904 Kenwood SWJEDZ Agency	\$1,065,000.00	\$60,122.16	\$977,163.02	(\$87,836.98)	
9905 Kenwood SWJEDZ Escrow Agency					
Other Financing Sources					
Transfers - In	\$22,000.00	\$16,425.43	\$31,310.02	\$0.00	142.318%
Total Other Financing Sources	\$22,000.00	\$16,425.43	\$31,310.02	\$0.00	
Total 9905 Kenwood SWJEDZ Escrow Agency	\$22,000.00	\$16,425.43	\$31,310.02	\$0.00	
9906 Kenwood SWJEDZ Long-Term Maint. Agency					
Other Financing Sources					
Transfers - In	\$7,500.00	\$2,195.70	\$7,448.79	(\$51.21)	99.317%
Total Other Financing Sources	\$7,500.00	\$2,195.70	\$7,448.79	(\$51.21)	

Revenue Summary

November 2016

	Final Budget	Month To Date Revenue	Year To Date Revenue	Budget Variance Favorable (Unfavorable)	YTD % Received
Total 9906 Kenwood SWJEDZ Long-Term Maint. Agency	\$7,500.00	\$2,195.70	\$7,448.79	(\$51.21)	
Report Total:	\$8,423,457.02	\$481,202.12	\$9,103,396.22	\$670,629.18	

TO: Village Council
FROM: Scot F. Lahrmer, Village Manager
DATE: January 6, 2017
RE: Changes to Lease Agreement for North Site

ITEM: Ordinance 2017-1, Authorizing Changes to Ground Lease with Schuermann Properties Acquisitions, LLC

ACTION REQUESTED:

PURPOSE: To encourage additional development on Village owned property.

In December 2016, Village Council authorized the Village Manager to enter into a ground lease with Schuermann Properties recognizing negotiations were still underway and that the ground lease ultimately executed would be substantially similar to what Council approved. Since the December 12 meeting, discussions have continued between the various parties that have resulted in changes to the lease. As a matter of precaution, and to ensure Council is fully aware of the terms of the lease, the changes are being brought to Council for its consent. I am providing the most recent version of the ground lease in order for Council to see what has changed. While the elements of the ground lease have been tweaked, the essence of the lease remains in tact.

Red-lined and clean versions of the document have been included but the most significant changes are summarized below:

The agreement is for 99 years instead of the previous version which had an initial term of 15 years and renewed automatically every 5 years for a maximum of 99 years.

A statement was removed that said the tenant will keep with the character and reputation of the building; this statement was too vague, not enforceable and development of the property is restricted under existing North Site zoning.

In the previous agreement, if the Village's tax exemption on the balance of North Site property was jeopardized, the tenant was responsible. Now it is clarified that the tenant will not be subject to a tax lien outside of his premises. This is expected to be confirmed and clarified by the Village's filing of a request with the County to ensure that the balance of the property owned by the Village remains tax-exempt.

Insurance language has been modified and has been reviewed and approved by the Village risk manager.

There is no longer a provision that the lease is in default if the building sits vacant for 36 months. This was modified recognizing if the economy is in a major recession and office vacancies were rampant, this would only penalize the tenant and the Village by ending the lease due to circumstances outside the parties' control. The tenant is required to be active in finding another tenant for the property.

A modification was made to not require a building to be rebuilt under certain circumstances.

Language was changed in reference to clarify the extent to which surrounding land owned by the Village in the North Site area could be used for competing interests.

The final agreement still falls within the parameters established when the Village embarked on the ground lease concept:

- Focus on negotiating a deal that netted the Village a steady stream of earnings tax
- Had the Village sold the property, the Village would not have dictated the type of business on the property beyond zoning
- Minimize the Village's financial obligations

Staff recommends waiving the full 3 readings of the ordinance and enacting an emergency clause since time is of the essence to secure an economic development deal with Schuermann Properties.

If you have any questions, please let me know.

PASSED:
BY:

ORDINANCE NO. 2017-1

ORDINANCE AUTHORIZING CHANGES TO GROUND LEASE
WITH SCHUERMANN PROPERTIES ACQUISITIONS, LLC

WHEREAS, in December 2016 Council approved Ordinance 2016-20 authorizing a ground lease for a 1.9-acre portion of the North Site to a prospective tenant, Schuermann Properties Acquisitions, LLC;

WHEREAS, since Council's approval, the parties have continued discussing proposed changes to the lease, in part to accommodate requirements the anticipated user of the property (Mercy Health) and anticipated requirements from a lender to finance construction on the property;

WHEREAS, the Land Development Committee has met to review the proposed changes to the lease;

WHEREAS, whether or not the proposed changes to the lease are material or substantial, Council finds and determines that the changes are reasonable;

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

SECTION 1: That the Village Manager is hereby authorized and directed to enter into a ground lease with Schuermann Properties Acquisitions, LLC as modified from the version approved by Council under Ordinance 2016-20, substantially in conformance with the draft lease attached hereto and made a part hereof, subject to non-material and minor modifications as approved by the Manager and Solicitor.

SECTION 2: This Ordinance will be approved upon an affirmative vote of at least two-thirds of the members of Council under Village Code §39.01.

SECTION 3: This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety, and it shall go into effect forthwith. The reason for such emergency is that market conditions require that time is of the essence to execute an agreement with a potential lessee so the lessee and its tenant can begin their due diligence and move towards construction and occupation of the building as soon as possible, and because they have other opportunities if this ordinance does not take effect immediately, any delays in this process could result in a lost opportunity to lease the property upon reasonable terms and conditions as determined by Council.

Passed this _____ day of _____, 2017.

Mayor Thomas C. Muething

Attest:

Nicole Browder, 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 _____, 2017, the forgoing 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.

Nicole Browder, Clerk of Council

~~DRAFT FOR REVIEW AND DISCUSSION PURPOSES~~

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (“Lease”) is entered into as of _____, 2016, by and between Amberley Village, Ohio, an Ohio municipal corporation (“Landlord” and sometimes referred to as “Village”), and Schuermann Properties Acquisitions, LLC an Ohio limited liability company (“Tenant”).

ARTICLE 1

TERM, RENT, AND BASIC TERMS ~~AND RENEWAL TERMS~~

1.1 In all instances, the Term, Rent, and Basic Terms ~~and Renewal Terms~~ set forth in this Section 1.1 are subject to the main body of the Lease. The Rent for the Premises shall be as follows:

Initial Term	Lease Year	Per Year	Payable
Fifteen—(15) <u>Ninety-Nine (99)</u> Years	1 - 15	\$12,500.00	Quarterly: January 1, April 1, August 1, December 1 +

~~Provided Tenant is not in material default of any of the Lease provisions, the Lease shall automatically renew for successive five (5) year terms (each, a “Renewal Term”) unless Tenant provides written notice of its election to terminate the Lease not less than one hundred eighty (180) days prior to the expiration of the Initial Term or the then Renewal Term.—The Term of this Lease is Ninety-Nine (99) years. Rent for the first five years of this Lease shall be \$12,500 per year. Rent is payable quarterly in equal installments. Every five (5) years after the initial five-year term-, the Rent shall increase three percent (3%) over the prior five-year term, rounded to the nearest dollar. For example: (i) rent for years 5-10 shall be \$12,875.00, and (ii) Rent for years 10-15 shall be \$13,261.00. The maximum number of successive Renewal Terms shall be ten (10).~~

Landlord’s Broker: Jones Lang Lasalle

Landlord's Notice
Address:

7149 Ridge Road
Cincinnati, Ohio 45237

with a copy to:
Kevin K. Frank
Village Solicitor for Amberley Village
Wood and Lamping, LLP
600 Vine Street
Suite 2500
Cincinnati, Ohio 45202

Rent Payment Address:

Amberley Village
Scot Lahrmer
Village Manager
7149 Ridge Road
Cincinnati, Ohio 45237

Tenant's
Address:

Mailing

Schuermann Properties Acquisitions, LLC
P.O. Box 8446
Cincinnati, Ohio 45208

with a copy to:
Ronald G. Smith
Law Office of Ronald G. Smith
8170 Corporate Park Drive, Suite 302
Cincinnati, Ohio 45242

Possession Date:

Defined in Section 7.1.

Premises:

Defined in Section 2.1.

Premises Address:

~~1.92.1~~ acres more or less off Ridge Road, Cincinnati, Ohio
45237, as described in Exhibit A referenced in Section 2.1
below.

Contingency Period:

Defined in Section 6.1.

Security Deposit:

No security deposit shall be required.

Rent Commencement
Date:

The Rent Commencement Date shall be January 1, 2018.

\$200,000 as set forth in Section 18.6.

Late Fee:

Term of Ground Lease (~~“Term”~~): ~~Initial Term:—~~Commencing on the Possession Date and continuing for ~~Fifteen (15)~~Ninety-Nine (99) Lease Years after the Rent Commencement Date. The Term is further defined in Section 3.1.

Permitted Use: Tenant’s initial use will be a medical office building; however, Tenant may use the Premises for any lawful commercial purpose, as permitted by zoning, subject to Article 5.

Construction Commencement: Development and construction of the Building, as described in Section 7.2, shall commence, as evidenced by the completed footers and foundation for the Building, within one (1) year of the execution date of this Lease, and construction shall be completed, as evidenced by certificate of occupancy within two (2) years of execution of this Lease, except the foregoing date requirements shall be subject to reasonable extensions for force majeure delays. Landlord agrees to reasonably consider and allow extensions of the foregoing dates if Tenant provides evidence that Tenant is proceeding with due diligence to commence and/or complete the Building.

ARTICLE 2 LEASE OF PREMISES

2.1 For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord hereby rents and leases to Tenant, and Tenant hereby rents and leases from Landlord, the Premises, consisting of approximately ~~1.92.1~~ acres, more or less, of real property, (“Property”) being part of Auditor Parcel nos. 526-40-29 and 61 located in Hamilton County, Ohio, which is described/depicted on Exhibit A and A-1, attached hereto and incorporated herein by reference, together with all rights, privileges, easements, appurtenances in, over and upon adjoining and adjacent public and private land, highways, roads and streets (collectively, the “Premises”).

2.2 During the Term, as defined herein, Tenant shall own all buildings, structures, alterations, additions and improvements constructed or made to the Premises by Tenant. Except as otherwise provided herein, such buildings, structures, alterations, additions and improvements, specifically including, but not limited to, all building systems such as HVAC equipment, electrical and plumbing components, shall, at Landlord’s option, become the property of Landlord upon expiration or termination of the Term, subject to Landlord’s right to require demolition and removal of the same pursuant to the terms of this Lease; provided, however, that all moveable trade fixtures, furniture and other personal property which were placed in the Premises by Tenant shall remain the property of Tenant during and after the Term.

ARTICLE 3 TERM

3.1 Tenant shall lease the Premises for the ~~Initial Term~~ of Ninety-Nine (99) years and all Renewal Terms. The Initial Term and each Renewal Term are sometimes collectively referred to herein as the “Term.”

3.2 The Lease shall automatically ~~renew for successive five (5) year terms (each, a “Renewal Term”) unless Tenant provides written notice of its election to terminate the Lease not less than one hundred eighty (180) days prior to the expiration of the Initial Term or the then Renewal Term. The maximum number of successive Renewal Terms shall be ten (10). During each Renewal Term the terms and conditions of this Lease shall remain unchanged with the exception of Rent, which shall increase as set forth in Section 1.1.~~ terminate at the end of the Term.

3.3 On or before the Rent Commencement Date, Landlord and Tenant shall enter into a supplement to this Lease which shall specify the ~~Expiration Date for the Initial Term and Term~~ and the Rent Commencement Date, in the form of the Stipulation of Term of Lease attached hereto and incorporated herein as **Exhibit B**.

3.4 “Expiration Date” shall mean 11:59 p.m. on the date that is the last day of the Term.

3.5 “Lease Year” shall mean a twelve (12) month period. Each Lease Year shall commence on the Rent Commencement Date or the one (1) year anniversary thereof and end twelve (12) months later.

ARTICLE 4 ~~If Tenant remains in possession of the Premises or any part thereof after the expiration of the Term hereof, then such occupancy shall be a year to year tenancy with annual Rent, payable in quarterly installments, to increase at the rate of five (5) percent, of the annual Rent then in effect immediately prior to the expiration and otherwise upon all the provisions of this Lease pertaining to the obligations of Tenant.~~

ARTICLE 4 RENT

4.1 Tenant agrees to pay quarterly Rent, in advance and without notice, offset, deduction, abatement or claim, on or before the first (1st) day of January every quarter thereafter, as set forth in Section 1.1 above, during the Term of this Lease. Tenant’s obligation to pay Rent shall commence on the Rent Commencement Date. All payments of Rent from Tenant to Landlord shall be made, at Landlord’s option, either (a) by check at the address of Landlord specified in Section 1.1, above, or as from time to time otherwise designated in writing to Tenant by Landlord; or (b) via electronic funds transfer. Landlord agrees to complete, execute and provide Tenant with any document requested by Tenant in connection with establishing electronic payments from Tenant to Landlord if Landlord elects to have Rent paid by electronic funds transfer. For the purposes of this Lease, and any and all amounts required to be paid by Tenant shall be deemed to be “Rent.”

4.2 The Rent and other amounts due hereunder is intended to be absolutely and shall be a triple net to Landlord so that this Lease shall yield, net to Landlord, the Rent specified in Section 1.1, and that all costs, expenses or obligations of every kind and nature whatsoever relating to the Premises, including but not limited to real estate taxes and assessments, insurance, and utilities, but excepting interest and amortization required to be paid by Landlord on any mortgage for which Landlord is the mortgagee, shall be paid by Tenant. Currently, real

estate taxes are based on a large tract or parcel from which the Premises has been cut out. Tenant acknowledges and agrees that real estate taxes and assessments on the Premises, when and as assessed by the Hamilton County Auditor and payable to the Hamilton County Treasurer, shall be in addition to the Rent specified in Section 1.1. The obligation for payment of real estate taxes and assessments is more specifically set forth in Article 11. Tenant hereby agrees to and shall indemnify and save Landlord harmless from and against any such costs, expenses and obligations, related to the taxes and assessments. Tenant shall pay to Landlord all Rent free of any charges, assessments, impositions or deductions of any kind and without abatement, deduction or set-off.

ARTICLE 5 USE OF PREMISES

5.1 The Premises may be used and occupied by Tenant solely for the construction of the Building (as defined in Section 7.2) in conformance with plans and specifications as approved by Landlord and for the Permitted Use and for no other purpose. Tenant shall initially open for business to the general public the entire Building as a medical office building (“Permitted Use”); however, Tenant shall be permitted to use the Premises for any lawful commercial purpose, as permitted by zoning and herein. ~~Tenant will conduct its business at all times in such manner as will be in keeping with the character and reputation of the Building.~~ Tenant shall abide by the general Amberley Village, Ohio ordinances to the extent applicable as to the use of the Premises.

5.2 Without limiting the restrictions on the use of the Premises by Tenant in the preceding Section 5.1, Tenant shall not do or permit to be done in, on or about the Premises anything (a) which is illegal or unlawful; (b) which is of a hazardous or dangerous nature; or (c) which will cause cancellation of any insurance on the Premises.

5.3 Tenant shall not cause, maintain or permit any nuisance in, on or about the Premises, nor commit any waste therein or thereon.

ARTICLE 6

ARTICLE 6 CONTINGENCIES

6.1 In the event that Tenant, despite Tenant’s good faith and diligent efforts to do so, has not, prior to the date which is one hundred eighty (180) days after the Effective Date (the “Contingency Period”): (i) obtained, at Tenant’s cost, any and all necessary and required local, state, federal and private permits, licenses, variances, consents and all approvals, including but not limited to zoning, and enter consent from Hamilton County, Ohio: (a) to allow Tenant to clear trees and similar obstructions on nearby property, including but not necessarily limited to County-owned property known as Hamilton County, Ohio Parcel no. 526-40-28; and (b) to allow Tenant to install a sign on Hamilton County, Ohio Auditor Parcel no. 525-40-28 (collectively, “Approvals”), which give Tenant the right and ability to construct Tenant’s initial improvements to the Premises and do business as a medical office building, including, without limitation, building permits for the Building and the site improvements, and Approvals relating to Tenant’s signage; or (ii) determined to Tenant’s satisfaction that the Premises are suitable for Tenant’s intended use,

based on environmental audits, surveys, title commitments, utility analysis, soil tests, market and traffic studies, and such other due diligence as Tenant may elect to obtain, Tenant shall have the right, at its sole and absolute option, to terminate this Lease by notifying Landlord in writing of its election to so terminate at any time prior to expiration of the Contingency Period. In the event of such early termination by Tenant, both parties shall be released from any further obligations hereunder, except that Landlord shall promptly refund amounts pre-paid to it by Tenant, excluding any out-of-pocket fees for local government applications and fees hereunder, and Tenant's indemnification and restoration obligations hereunder shall survive any such termination of this Lease. In the event Tenant has not terminated this Lease pursuant to this Section 6.1 prior to the expiration of the Contingency Period, or Tenant elects to waive the Approval contingency and due diligence contingency in this Section 6.1 by notifying Landlord in writing prior to the expiration of the Contingency Period, Tenant shall have no further rights to terminate this Lease pursuant to this Section 6.1. Landlord shall reasonably assist Tenant in obtaining all necessary Approvals provided such assistance is without out-of-pocket cost to Landlord. Also, within ten (10) days after the Effective Date, Landlord shall provide to Tenant copies of any surveys, title commitments, or policies, environmental audits, studies or other due diligence products regarding the Premises in Landlord's possession or control, without any warranty regarding the accuracy or completeness of any such materials. Notwithstanding anything to the contrary herein whatsoever, Tenant shall diligently pursue all Approvals and satisfaction of the due diligence contingencies in good faith.

6.2 Tenant shall notify Landlord in advance, with reasonable notice, of Tenant's entry or the entry by Tenant's contractors, consultants or employees onto the Premises, and afford Landlord the opportunity to be available for any on-Premises activity prior to the expiration of the Contingency Period. Tenant shall be responsible for and shall indemnify and hold harmless Landlord from and against any and all liabilities, damages, expenses (including reasonable attorneys' fees) or claims arising due to activities on or about the Premises or the Access Drive, by Tenant or any of its employees, agents or contractors, at any time during the Contingency Period, and Tenant shall restore any damage or disturbance to the Premises caused by any such activity, which obligations shall survive the termination of the Lease. Upon request by Landlord, if Tenant terminates this Lease, Tenant shall provide to Landlord copies of all reports, surveys, audits, studies and other due diligence items obtained by Tenant regarding the Premises, including the location of any utilities.

ARTICLE 7 DELIVERY OF THE PREMISES

7.1 The "Possession Date", as used herein, shall be the day after the Effective Date, and on the Possession Date, Landlord shall deliver exclusive possession of the Premises to Tenant in its current AS/IS condition, subject only to the rights of beneficiaries of easements of record and Landlord's rights under this Lease, and Tenant shall accept delivery of the Premises from Landlord on the Possession Date in its current AS/IS condition. Landlord is not making any representation or warranty to Tenant regarding the condition of or circumstances surrounding the Premises and Tenant shall rely upon its own due diligence in determining if the Premises are suitable for Tenant's intended use.

7.2 Subject to the terms hereof, and all applicable laws and codes, Tenant shall, at Tenant's sole cost and expense, construct a new, prototypical medical office building of

approximately 15,000 square feet (the “Building”) complete with sidewalks, curbs, landscaping and signage (collectively, “Tenant’s Work”) in accordance with the “Approved Plans” (defined below) upon the Premises. Within one hundred eighty (180) days of the Effective Date, Tenant will provide Landlord with a complete set of working drawings, plans and specifications, including signage and trade dress plans for construction of Tenant’s Work. Landlord shall approve or disapprove of the proposed plans for Tenant’s Work within fifteen (15) business days of receipt thereof. Once approved or deemed approved, the plans for Tenant’s Work shall be the “Approved Plans”. If Landlord does not approve of the plans submitted or provide reasonable objections within fifteen (15) business days of receipt thereof, the plans shall be deemed to be the Approved Plans. Nothing herein shall be construed to negate any required governmental approvals of Tenant’s project plans, Building and Tenant’s Work. If Landlord has provided reasonable objections, Tenant and Landlord will work cooperatively to resolve them within thirty (30) business days. All of Tenant’s Work shall be performed at Tenant’s cost and expense. Tenant shall fully equip the Premises with all trade fixtures, lighting fixtures, furniture, furnishings, floor coverings, and other items of personal property as may be necessary for the completion of the construction of Tenant’s Work, and the proper operation of a medical office on the Premises; provided that such items shall remain the property of Tenant during and after the Term and subject to Section 2.2 above. Tenant shall construct Tenant’s Work in accordance with all applicable laws and codes.

7.3 Tenant shall have the right, from and after the Possession Date, to have access to the Premises for the purpose of planning and carrying out Tenant’s Work. Between the Possession Date and the Rent Commencement Date, Tenant shall comply with the insurance, indemnity and all other obligations imposed upon Tenant by this Lease for the Term, except for the obligation to pay Rent.

7.4 Tenant shall substantially complete construction of Tenant’s Work in accordance with the requirements and conditions of this Article 7 ~~prior to the Rent Commencement Date~~ and the time periods set forth in the last paragraph of Article 1.

7.5 During any construction activities being performed by Tenant, Tenant and its employees, agents and contractors shall access the Premises directly from Ridge Road and Tenant and its employees, agents and contractors shall be permitted to use the public Access Drive shown on Exhibit C attached hereto. Any damage to the public Access Drive caused by Tenant’s construction on the Premises shall be paid for by Tenant and the public Access Drive shall be restored to as good or better condition than prior to Tenant’s construction. After construction of improvements on the Premises, Tenant (as well as its successors, assigns, subleases) shall continue to have access to the Access Drive.

7.6 Tenant has permission to access the Landlord’s adjacent parcel, known as Hamilton County, Ohio parcel no. 526-40-25 (“House Parcel”) and shall cause the demolition and removal of the structure and improvements on the House Parcel at Tenant’s cost. Tenant shall have the right to remove any and all existing trees, landscaping, and vegetation on the Premises and on the House Parcel.

7.7 Tenant has permission to access the House Parcel, and any other property of Landlord, so that Tenant may remove all trees on the Premises along Ronald Reagan Highway. When the trees are removed, Tenant will seed the area where the trees were removed with grass.

ARTICLE 8 CONDITION OF THE PREMISES

8.1 On the Possession Date, Landlord shall deliver the Premises to Tenant, and Tenant shall accept the Premises in its AS IS condition as of the Effective Date without warranty or representation except as may otherwise be specified within this Lease.

ARTICLE 9 MAINTENANCE AND REPAIRS/TENANT COVENANTS

9.1 During the Term of this Lease, Tenant shall repair and maintain the Premises, including all components of Tenant's Work, and all signs, sign panels, pavement, landscaping and other items located on the Premises, all as necessary to keep the same in good, working, and safe condition, and in conformance with the conditions and requirements imposed and applicable legal requirements. Such obligation shall include keeping paved areas and walkways free and clear of snow and ice and causing the exterior Premises to be clear of rubbish and trash.

9.2 Landlord shall have no maintenance or repair obligations with respect to the Premises. Any such maintenance or repair obligations shall be the sole responsibility of Tenant. Landlord shall not exercise any control of the Premises in any way, or voluntarily take any action which shall restrict access to, or visibility of, the Premises or Tenant's signs, impair or interfere in any material way the operation of business on the Premises or decrease the number of parking spaces or location thereof or the ingress or egress for the Premises.

9.3 Tenant covenants that: it will comply with all Federal, State and/or municipal laws, ordinances and regulations relating to its business conducted in the Premises; it will promptly pay for all electricity, gas, water and other utilities consumed on, and all sewage disposal charges assessed against, the Premises; it may have a Building sign with the name of the Building.

9.4 Tenant agrees that if it fails to perform any obligation placed upon it by either Section 9.1 or 9.3 of this Lease after notice and opportunity to cure, Landlord, in addition to other remedies provided by law and/or this Lease, may correct, in Landlord's sole and absolute discretion, the default in a reasonable manner at the cost and expense of Tenant.

9.5 Landlord shall maintain in good repair and condition all property that is adjoining or adjacent to the Premises that is owned by the Village, indicated in Exhibit E.

ARTICLE 10 UTILITIES

10.1 Tenant shall pay, prior to delinquency, for all water, gas, heat, electricity, sewer, telephone, and any other utility or service charge related to its use or occupancy of the Premises and charged for periods during the Term of this Lease, with such responsibility commencing on the

Possession Date. As of the Possession Date, Tenant shall cause all accounts and meters for utilities consumed at the Premises to be placed into Tenant's name prior to beginning to use any such utility service.

10.2 Commencing on the Possession Date and during the entire Term of this Lease, Tenant shall empty and maintain all dumpsters and waste located on the Premises at its expense, and cause the same to be in good working condition at all times.

10.3 Tenant's obligations under this Article 10 shall survive the termination or expiration of this Lease as to such charges prior to the termination of Tenant's tenancy.

10.4 Tenant shall be responsible for the cost of relocating and installing any utilities caused by its construction of improvements or use of the Premises.

ARTICLE 11 REAL ESTATE TAXES

11.1 Should occupancy or use of the Premises by Tenant create liability on the part of Landlord for real estate taxes ~~related to the Premises~~, Tenant is responsible for paying said taxes (hereinafter "Taxes"). Subject to the timely receipt of funds from Tenant as provided in Section 11.2 for the purpose of paying the Taxes, in the form of a check made payable to the Hamilton County Treasurer, Landlord shall pay the Taxes directly to the taxing authorities; on or before the due date, ~~the amount of taxes and assessments levied and assessed upon the Premises (hereinafter "Taxes")~~. Tenant may also pay such Taxes directly to the Treasurer. Tenant may seek, if beneficial or appropriate, an exemption from taxes pertaining to the portion of the Premises occupied by any tax exempt entity comprising Tenant. At Tenant's sole cost and expense, Tenant may file a Board of Revision complaint contesting the valuation of the Premises for the assessment of Taxes and Landlord shall reasonably cooperate with such contest.

11.2 ~~In the event that Taxes are applicable to any portion of the Premises, upon receipt of a copy of the bill for the Taxes, Tenant shall bear such costs during the Lease Term, providing funds to Landlord, by check, made payable to the Hamilton County Treasurer, at least three (3) business days in advance of Taxes being due, so that Landlord can make such payment to the taxing authority.~~

11.2 Landlord shall provide Tenant with a copy of the real estate tax bill no later than twenty (20) calendar days prior to the payment due date, ~~and Tenant shall pay the Taxes immediately upon receipt and prior to or on the payment due date~~. Landlord will be responsible for any penalties, interest, or other charges due to the late payment of Taxes on the Premises, if such charges accrue only because of Landlord's failure to timely provide the real estate tax bill to Tenant, ~~as provided for herein. Tenant shall be responsible for any penalties, interest, or other charges due to the late payment of Taxes on the Premises, accruing for Tenant's failure to timely pay the Taxes prior to or on the payment due date, upon timely receipt of the real estate tax bill from Landlord.~~

11.3 Notwithstanding the provisions in Article 26, the notice provided for hereunder may be provided by email or fax delivery.

11.4 Landlord agrees to expeditiously file an application for exemption from property

taxes with the appropriate taxing authorities for any of Landlord's property affected by Tenants use of the Premises, including but not necessarily limited to parcel nos. 526-40-029, 526-40-030, 526-40-25, 526-40-060, and 526-40-061. ~~This Lease is contingent on Landlord's property situated outside of the leased Premises ("Landlord's Remainder Property") remaining exempt from property taxes. If for some reason Tenant's use of the Premises causes Landlord's Remainder Property to become taxable: (1) Landlord may terminate this Lease without penalty, damages, or setoff; (2) Tenant may pay the additional taxes; or (3) the parties may agree which party is responsible for the additional real estate taxes.~~

11.5 Tenant shall not be responsible for any taxes or assessments caused by the use or occupancy of any property located outside the boundaries of the Premises, unless said charges are caused or created by Tenant. For example, if the use or occupancy of any other part of Parcel No. 526-40-029, located outside the Premises, by any other party causes taxes to accrue on that parcel, Tenant is not liable for such taxes. Further, Landlord may not pledge, or agree to be pledged, the real property upon which the Premises is situated as collateral or security in any manner except as expressly authorized herein.

ARTICLE 12

ARTICLE 12 INSURANCE

12.1 Tenant shall at all times during the Term hereof and at its own cost and expense procure and continue in force a policy of commercial general liability insurance, insuring against liability for bodily injury, property damage and personal injury arising out of the use, operation or occupancy of the Premises in an amount of not less than Three Million Dollars (\$3,000,000.00), combined single limit. Said coverage can be provided through any combination of primary, excess, or umbrella liability policies. Tenant shall provide to Landlord, upon written request, a certificate of insurance reflecting such coverage. Tenant shall name Landlord and its lender, if any, as additional insureds.

12.2 In lieu of the insurance coverage provided under Section 12.1, said coverage may be provided by a sublessee of Tenant if Landlord and its lender, if any, are named as additional insureds on such policy. A "sublessee" is a person or entity using or occupying the Premises under a lease or other agreement with Tenant. The sublessee need not provide a separate policy if it is self-insured and maintains a tangible net worth of at least \$100,000,000, and if the lease or agreement between Tenant and the sublessee acknowledges that Landlord is a third party beneficiary of any insurance or self-insurance agreement provided covering the Premises will have the same coverage and standing to make claims and enforce coverage as it would if it were named as an additional insured under the policy referred to in the first sentence of this Section 12.2.

12.3 Tenant shall procure and maintain at all times during the Term of this Lease, at its sole cost and expense, "Special Form" property insurance coverage, with standard exceptions, covering its fixtures, equipment and personal property located on the Premises, together with insurance against vandalism and malicious mischief.

12.4 Tenant agrees to insure or caused to be insured the Building and all improvements owned by Tenant against loss or damage by any perils covered by a property insurance policy

with “Special Form” coverage in an amount equal to the full replacement value. Tenant shall provide to Landlord, upon written request, a certificate of insurance reflecting such coverage. Tenant shall name Landlord and its lender, if any, as additional insureds.

12.5 Tenant shall maintain insurance against rent loss in addition to the other insurance required under this Article 12.

12.6 Landlord and Tenant each hereby waive any and all rights of recovery against each other and the officers, employees, agents and representatives of such other party for loss of or damage to such waiving party or its property or the property of others under its control, arising from any cause insured against by any insurance policy in force (whether or not described herein) carried by such waiving party in lieu thereof, or which would typically be insured under policies required to be maintained by the waiving party under this Lease, to the extent such waiving party is required to obtain and maintain insurance, and each party shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against either party in connection with any damage covered by any policy.

12.7 All insurance policies required to be carried hereunder shall be issued by insurance companies having a rating of at least A-VI, as set forth in the most recent issue of “Best’s Insurance Guide.” All policies obtained by Tenant under the terms of this Lease shall have an effective coverage date commencing on the Possession Date. Notwithstanding anything contained herein, Tenant hereby releases Landlord from any and all liability or responsibility to Tenant or anyone claiming through or under Tenant by way of subrogation or otherwise from any loss or damage to property caused by fire or any other perils insured in policies of insurance covering such property, even if such loss or damage shall have been caused by the negligence of Landlord or anyone for whom Landlord may be responsible.

12.8 Tenant shall name Landlord, and Landlord’s lenders as additional insureds on all insurance required under this Article 12. Where Landlord and Landlord’s lenders are named as additional insured on Tenant’s general liability and/or umbrella or excess liability policies, said coverage shall apply on a primary and non-contributory basis.

12.9 Prior to commencing Tenant’s Work hereunder, and not less than ten (10) days prior to each renewal of coverage, Tenant shall deliver a certificate or other evidence satisfactory to Landlord of the builder’s risk and other insurance required hereunder including joint waiver of subrogation language.

ARTICLE 13 RELEASE AND INDEMNITY

13.1 Tenant shall indemnify and hold harmless Landlord, its agents, members, managers, employees and contractors from and against any and all claims arising from: (a) Tenant’s use of the Premises or the conduct of its business, including any activities on or about the Premises by any of Tenant’s agents, contractors, employees or invitees; (b) any act or omission done, permitted or suffered by Tenant or its agents, contractors, employees or invitees in or about the Premises; or (c) any breach or default in the performance of any obligation of Tenant under the terms of this Lease; provided, however, that the foregoing shall not extend to any claim arising out

of the willful, reckless or negligent act or omission, or breach of any provision of this Lease, by Landlord, its agents, officers, servants, employees or contractors. This provision shall survive the termination of this Lease.

ARTICLE 14 PERSONAL PROPERTY AND OTHER TAXES

14.1 Tenant shall pay prior to delinquency any and all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of Tenant contained in or on the Premises.

ARTICLE 15 SIGNAGE

15.1 Tenant may install signage on the Premises, subject to Tenant's receipt of approval from the applicable governmental authorities. Tenant may install and display any interior signage and advertising materials as Tenant deems appropriate.

15.2 All of Tenant's signage pursuant to this Article 15 shall be provided, operated, removed and maintained by Tenant, at Tenant's sole cost and expense, so that the signs and sign panels are at all times maintained and repaired in good working condition.

15.3 Prior to the end of the Term, Tenant, at its sole cost and expense, shall remove all of its signage from the Premises; and upon the removal or alteration of a sign, Tenant shall repair, paint, and/or replace the Building surface where such signs are or were attached.

15.4 Tenant, at its sole cost and expense, may install and maintain a freestanding monument sign fronting Ridge Avenue. Tenant's authorization to place a sign fronting Ridge Avenue may be revocable at the discretion of the owner of the property upon which the sign is located, which is currently Hamilton County. This Lease is not contingent upon the property owner's authorization to allow the sign; however, if the sign is required to be removed or relocated, it shall be at Tenant's cost, and the Landlord agrees to use its reasonable and best efforts to secure rights to install Tenant's sign fronting Ridge Ave.

ARTICLE 16 ASSIGNMENT AND SUBLETTING

16.1 ASSIGNMENT. The parties acknowledge and agree that Tenant intends to assign this Lease to a related entity. At any time and from time to time during the Term, Tenant may assign or transfer this Lease or Tenant's interest therein, (collectively "Assign" or "Assignment"), without Landlord's consent.

16.2 SUBLET. Landlord acknowledges that Tenant intends to sublease the Premises and the rights granted to a subtenant under this Lease are a material consideration for Tenant in entering into this Lease. Tenant may sublet the Premises or any part thereof ~~Sublet~~, without Landlord's consent. The sublessee (or "subtenant") has the right, but not the obligation, to cure a default of tenant prior to Landlord terminating this Lease.

16.3 NOTICE. Tenant shall notify Landlord in writing seven (7) days prior to execution of an assignment or sublease, and Tenant shall provide Landlord with the identity of any assignee or subtenant, including the identity of, and contact information for, such assignee or subtenant, including copies of all relevant, executed Assignment and Sublet documents between Tenant and its assignee and/or sublessee.

ARTICLE 17 IMPROVEMENTS, ALTERATIONS AND SURRENDER

17.1 Subject to the provisions of Section 5.3 above, and so long as the Lease has not been terminated by either party, Tenant shall have the right at any time and from time to time during the Term of this Lease to, at Tenant's sole cost and expense, erect, alter, remodel, renovate, rehabilitate, raze, reconstruct, rebuild, replace and remove the Building, any portion of the Building, any or other improvements on the Premises, all to Tenant's specifications, so long as these activities and/or work are not contrary to zoning or to the permitted use as set forth in Section 5.2 above. ~~Tenant shall give Landlord at least thirty (30) days' advance notice before commencing any work under this Section 17.1 which has a cost of \$50,000 or more in the aggregate. Tenant shall indemnify and save harmless Landlord from any and all reasonable costs or expenses, including attorneys' fees, that Landlord may incur by reason of any claim for labor performed or material furnished or violation of any federal, state or local statute, regulation, code, ordinance or other law that may arise by reason of the work by Tenant as herein provided or alterations or remodeling or any work of any kind made by Tenant.~~

17.2 ~~At any time during the Term of this Lease, notwithstanding anything in this Lease to the contrary, Tenant may, at its sole option (but shall not be obligated to) and exclusive of the buildings, structures, building systems, HVAC equipment, and electrical and plumbing components, remove any or all other additions, improvements, installations, moveable trade fixtures, furniture and other personal property which were placed in the Premises by Tenant and funded by Tenant; provided, however, that Tenant shall repair any damage occasioned by such removal and Tenant shall not have the right to remove the Building and fixtures. All work with respect to any alterations, additions and changes shall be done in a good and workmanlike manner at Tenant's sole cost and expense. Any such changes, alterations and improvements shall be performed in accordance with the laws and ordinances relating thereto.~~ Upon the expiration or termination of this Lease, Landlord may require Tenant, at Tenant's cost, to demolish and remove the Building and all related improvements, including foundations and slabs, whereupon the Tenant shall cause the Premises to be razed, cleared and leveled, within a reasonable time. Landlord shall exercise the option to require Tenant to demolish the Building as described herein not less than sixty (60) days after the expiration or termination of the Lease. If Landlord does not require Tenant to demolish and remove improvements pursuant to this Section 17.2, then Landlord shall have the option to retain all buildings and structures, specifically including, but not limited to, all building systems such as HVAC equipment, electrical and plumbing components, as Landlord's own property with title and ownership thereof vesting in Landlord in fee simple, free from any claims of Tenant, without the payment by Landlord to Tenant, of any consideration therefor of any type or kind.

ARTICLE 18
DEFAULT AND REMEDIES

18.1 The occurrence of any one or more of the following events shall constitute a breach and default of this Lease by Tenant ("Tenant Default"):

(a) The failure by Tenant to make any payment of the Rent or any other amounts required to be paid by Tenant to Landlord within ten (10) business days after written notice to Tenant; or

(b) Except as otherwise provided in this Lease, the failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, other than described in paragraph (a) above, where such failure shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of Tenant's noncompliance is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commenced such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion; or

(c) The making by Tenant of an assignment for the benefit of its creditors; or

(d) Institution by Tenant of proceedings for reorganization, liquidation, or bankruptcy of Tenant, unless the same is discharged within sixty (60) days; or

(e) Institution against Tenant of proceedings for reorganization, liquidation, or bankruptcy which are not dismissed within sixty (60) days; or

(f) The appointment of a receiver, trustee or liquidator to take charge of all or substantially all of Tenant's assets which is not vacated within sixty (60) days.

(g) ~~(g)~~—The vacation or abandonment of the Premises if Tenant is not actively using reasonable and commercially available means to market the Premises for a new occupant or sublessee.

18.2 In the event of any Tenant Default, then in addition to any and all other remedies available to Landlord at law or in equity, Landlord shall have the right to immediately terminate this Lease and all rights of Tenant hereunder by giving written notice to Tenant of its election to do so. If Landlord shall elect to terminate this Lease, then Landlord shall be entitled to recover from Tenant:

(a) The value at the time of the award ("Award") by a court of competent jurisdiction, of the unpaid quarterly Rent installments payable hereunder which had been earned at the date of such termination; plus,

(b) The value at the time of the Award by a court of competent jurisdiction of the amount by which the unpaid quarterly Rent installments which would have been earned after termination and until the time of the Award exceeds the amount of such rental loss which could have been reasonably avoided; plus,

(c) The value at the time of the Award by a court of competent jurisdiction of the amount by which the unpaid quarterly Rent installments for the balance of the then current term of the Lease after the time of the Award exceeds the amount of such rental loss which could be reasonably avoided, up to a maximum period of 12 months from the date Landlord regains possession of the Premises; plus,

(d) Any broker's fees incurred by Landlord in connection with reletting the whole or any part of the Premises; the costs of removing and storing Tenant's or other occupant's property; the cost of repairing or otherwise putting the Premises into condition acceptable for marketing the property to new tenants; and all reasonable expenses incurred by Landlord in enforcing or defending Landlord's rights, including reasonable attorneys' fees; plus

(e) Any other reasonable amounts necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform its obligations hereunder; and

(f) At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted by applicable state law from time to time.

18.3 As used in subparagraphs (a) and (b) above, the "value at the time of the Award" is computed by allowing interest at an annual rate equal to the lesser of ten percent (10%) or the maximum rate allowed by law (the "Interest Rate"). As used in subparagraph (c) above, the "value at the time of the Award" is computed by discounting such amount to present value at the rate of six percent (6%) per annum.

18.4 In the event of any Tenant Default, Landlord shall use reasonable efforts to mitigate any damages resulting from a Tenant Default.

18.5 In the event of any Tenant Default, and subject to Section 18.8 herein, Landlord shall also have the right to terminate Tenant's right of possession by any lawful means without terminating the Lease, to re-enter the Premises by legal process only and remove all property and persons therefrom, and any such property may be removed and stored in a public warehouse or elsewhere at the cost and for the account of Tenant.

18.6 If any quarterly Rent installment or any other amount due from Tenant is not received by Landlord or Landlord's designee when due, Tenant shall pay to Landlord an additional sum of Two Hundred and 00/100 Dollars (\$200.00) as a late charge, ~~plus any such amount not paid when due shall bear interest at the Interest Rate from the date due until paid in full.~~

18.7 In addition to the above described rights and remedies, upon a Tenant Default consisting of a failure to perform any of Tenant's obligations under this Lease, Landlord may perform any such unperformed obligations, whereupon Tenant shall pay to Landlord all of Landlord's reasonable costs incurred in performing such obligations with interest at the Interest Rate immediately upon demand. The cure of any default of Tenant's obligations under this Lease by any person, including but not limited to actions undertaken by the Tenant, Landlord, mortgagee, or other entity, cures the default.

18.8 All written notices of default from Landlord to Tenant shall simultaneously be provided to Tenant's mortgagee and sublessee. Tenant shall provide Landlord with the contact

information for Tenant's mortgagee prior to and no later than the Rent Commencement Date, and for any sublessee within 60 days after its occupancy of the Premises. Tenant may agree with its mortgagee and/or sublessee that the mortgagee and/or sublessee ~~hasve~~ the right to cure any default of Tenant under this Lease. Leasehold mortgagee and/or the sublessee shall then have the same period provided to Tenant hereunder, after service of such notice upon it, to cure or cause to be cured the default(s) complained of. If a leasehold mortgage is unsatisfied, no cancellation, surrender, or modifications of this Lease by joint action of Landlord and Tenant shall occur without the prior written consent of the leasehold mortgagee.

18.9 In case of a default by Landlord, all written notices of default by Tenant to Landlord shall simultaneously be provided to Tenant's sublessee, and sublessee shall have the same right, but not the obligation, to cure the default as the Landlord.

ARTICLE 19 DAMAGE OR DESTRUCTION

19.1 If, at any time prior to the twenty-four (24) calendar months of ~~any~~ the Lease Term, the Building is damaged or destroyed by any casualty, then Tenant shall, ~~to the extent insurance proceeds are available,~~ cause the same to be fully repaired and restored to the condition existing immediately prior to such damage or destruction, if to the extent the repair or restoration is required under any lease ("sublease") between the Tenant and its sublessee, or to such other condition reflecting current market conditions as Landlord may approve, which approval shall not be unreasonably conditioned, delayed or withheld (subject to changes necessary to comply with then existing laws applicable thereto and any changes in design by Tenant which are approved by Landlord). There shall be no abatement or reduction in Rent or other obligations of Tenant under this Lease. If a sublease does not require the Building to be repaired or restored, Tenant's covenant to not vacate or abandon the Premises, as set forth in Sections 18.1(g) and 31.1 herein, remains in full force and effect, such that Tenant shall use commercially reasonable efforts to construct a new Building of a similar size and to market the Building to a new user or sublessee.

19.2 Notwithstanding anything to the contrary contained in Section 19.1, if: (a) the Building is wholly or substantially damaged or destroyed within the twenty-four (24) months of the end of the Term, then Tenant may terminate the Lease by providing written notice of such termination to Landlord within ninety (90) days after the occurrence of such damage or destruction; ~~provided, however that, i~~ In the event the Lease is terminated pursuant to this Section 19.2, all insurance proceeds related to the Building and Premises (exclusive of Tenant's personal property) shall be assigned to and paid directly to Landlord Tenant. If Tenant does not terminate this Lease pursuant to this Section 19.2, then ~~Tenant shall restore the Building in accordance with the provisions of~~ Section 19.1 shall apply.

ARTICLE 20 LIENS

20.1 Mechanics' Liens: ~~Both parties~~ Tenant agrees that ~~they~~ it will pay or cause to be paid all costs for work done by ~~them~~ it or caused to be done by ~~them~~ it on the Premises, and will keep the Premises free and clear of all mechanics' liens on account of work done by ~~them~~ Tenant or persons claiming under ~~them~~ it. Landlord shall have the right at any time and from time to time

to post and maintain on the Premises such notices as Landlord deems reasonably necessary to protect the Premises and Landlord from mechanic's, material or any other liens. Tenant shall provide Landlord with a copy of any executed and recorded Notice of Commencement regarding construction on the Premises. The party doing such work may contest the validity of the amount of any such lien and may appeal any adverse judgment or decree; provided, however, that at the reasonable written request of the other party, the party doing such work shall, at its option, either post a bond sufficient to remove such lien pending contest or cause a title company to insure the other party in a manner reasonably satisfactory to it, against the enforcement of the lien against it. If the party doing such work shall default in paying any charge for which a mechanic's lien and suit to foreclose the lien have been filed, and shall not be taking appropriate actions to contest the validity or amount of such lien, the other party may (but shall not be required to), after written notice to the party doing such work, pay said claim and any costs related thereto, and the amount so paid, together with reasonable attorney's fees incurred in connection therewith, shall be immediately due and owing from the party doing such work to the other party, and shall be paid upon demand. Notwithstanding anything contained herein, Tenant shall not permit any mechanic's lien to be placed against the Premises and shall discharge any such lien by payment or bonding forty-five (45) days after Landlord has notified Tenant of such filing; provided, however, that if Tenant fails to discharge any such lien by payment within said forty-five (45) day period, then Landlord may discharge or bond such lien at Tenant's expense. Tenant shall indemnify Landlord from any and all reasonable costs and expenses incurred by Landlord as a result of such liens.

20.2 Other Liens: Other than the liens permitted by Article 33, Tenant shall keep the Premises free and clear of all liens, and any encumbrances not specifically consented to by Landlord.

20.3 Upon request by Landlord, Tenant shall, within a reasonable time, provide Landlord with information about the existence and amount of any liens or encumbrances against the Premises or improvements thereon, including the outstanding balance and principal of any mortgages or loans.

ARTICLE 21 EMINENT DOMAIN

21.1 If (i) any portion of or all of the Building, (ii) all of the Premises, (iii) or any portion of the Premises causing (a) there to be no access to the remaining Premises, (b) parking to be materially reduced, (c) the remainder of the Premises to be rendered not reasonably suitable for the continued conduct of the business then being conducted on the Premises, taking into consideration the nature, size and scope of such business immediately prior to the taking, or (d) access to the Premises to be materially impaired, shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain (or similar law authorizing the involuntary taking of private property, which shall include a transfer in lieu thereof to a public body), Tenant shall have the right, at its option: (a) to terminate this Lease as of the date of the taking of possession by the condemning authority in which event the Term hereof and Rent and all other charges shall be abated and any unearned Rent paid or credited will be refunded by Landlord to Tenant; or (b) to continue this Lease in full force and effect without any adjustment to Rent. Tenant shall elect among these rights and give notice to Landlord of its election within sixty (60) days after the ~~earlier of the~~ date when possession of the portion of the Premises is acquired by the condemning

authority, ~~or the date the portion of the Premises to be taken is known, whichever is earlier.~~ Landlord's award allocated to the Premises as a result of a taking shall be limited to the amount of the award allocated to the value of the unimproved land subject to this Lease which is taken, ~~Landlord's reversionary interest in Tenant's improvements at the end of the Term and the value of this Lease when terminated.~~ Tenant's award shall be the full remaining balance of any award, ~~including but not necessarily limited to the~~ amount allocated to the value of Tenant's leasehold estate, ~~and the improvements constructed by Tenant on the Premises, less the value of Landlord's interests, relocation costs, loss of goodwill, and lost profits, if any, subject to any agreement between Tenant and its sublessee.~~

21.2 If Tenant does not elect to terminate this Lease as set forth herein, then this Lease shall continue in full force and effect, ~~and Tenant shall restore the improvements as much as possible to the condition the same existed prior to such taking, with any modifications thereto being subject to Landlord's prior approval. The net proceeds of the full awards shall be made available to Tenant to pay the cost of restoring the improvements, and Tenant shall have the same obligations to repair, restore, or construct improvements on the Premises as set forth in Article 19.~~

ARTICLE 22 INTENTIONALLY DELETED

ARTICLE 23 QUIET POSSESSION

23.1 Notwithstanding anything contained in the Lease to the contrary, Landlord covenants with Tenant to keep Tenant in quiet possession of the Premises during the Term of this Lease from and against claims by any parties claiming by or through Landlord. Landlord warrants and represents to Tenant that the Landlord is vested with fee simple title to the Premises and has full right and lawful authority to lease the Premises to Tenant.

ARTICLE 24 BINDING ON HEIRS, SUCCESSORS, AND ASSIGNS

24.1 The covenants and agreements of this Lease shall be binding upon the successors and assigns of both parties hereto, and upon any sub-tenants, and upon the heirs, devisees and personal representatives of any persons and/or entities who become Landlord or Tenant under this Lease. Tenant shall provide its sub-tenant(s) with a copy of this Lease whenever a sublease is executed.

24.2 In the event of a sale of the Premises or a change in ownership of Landlord's estate, or if there is an assignment or transfer of this Lease by Landlord other than for security purposes, Landlord shall cause the new owner or Landlord's assignee or transferee, as applicable, to assume the provisions of this Lease, and notice of such assignment or transfer, as well as a copy of the effective instrument of transfer, shall be given to Tenant within three (3) business days after the date of transfer, which shall be the date of execution of the deed. Tenant shall be entitled to continue to pay Rent and give all notices to Landlord until Tenant has received the foregoing from Landlord, but once such notice and a copy of such instrument has been provided, Tenant shall pay all Rent and other amounts due hereunder to such assignee and Landlord shall have no further

obligations or liabilities under this Lease arising after the effective date of the assignment instrument.

ARTICLE 25 ESTOPPEL CERTIFICATES

25.1 Tenant shall, within ten (10) business days after Tenant's receipt of Landlord's written request thereof, execute, acknowledge and deliver to Landlord an Estoppel Certificate certifying the Rent Commencement Date, the Expiration Date, the then current amount of Rent and status of the same, specifying whether either party is in default hereunder and any other factual matters relating to this Lease as Landlord may reasonably require. Landlord shall, within ten (10) business days after Landlord's receipt of Tenant's written request thereof, execute, acknowledge and deliver to Tenant an Estoppel Certificate certifying the Rent Commencement Date, the Expiration Date, the then current amount of Rent and status of the same, specifying whether either party is in default hereunder and any other factual matters relating to this Lease as Tenant may reasonably require.

ARTICLE 26 NOTICES

26.1 Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery, certified U.S. Mail with return receipt, or sent by Federal Express, UPS Overnight, or similar nationally recognized overnight courier service, and shall be deemed effective upon receipt or rejection when received by the intended addressee if addressed to Tenant or to Landlord at the addresses noted in Section 1.1. Either party may by notice to the other specify a different address for notice purposes. A copy of all notices required or permitted to be given to Landlord and Tenant hereunder shall be concurrently transmitted to such party or parties at such addresses as Landlord and Tenant may from time to time hereafter designate by notice to the other party.

ARTICLE 27 CONFIDENTIALITY

27.1 Tenant acknowledges that Landlord is a governmental entity, subject to sunshine laws and public records requests. As permitted by law, all statements delivered to Landlord by Tenant and all information obtained by Landlord about Tenant or its successors and/or assigns, that are exempt from public disclosure by Ohio law including, without limitation, confidential financial information, in the exercise of Landlord's rights hereunder shall be held in strict confidence and shall not be disclosed to any person other than: (a) Landlord's employees, accountants, agents, attorneys or other parties who are either under an obligation to keep such information confidential or agree to keep such information confidential, having the explicit need to know such information; or (b) any current or prospective mortgagee, purchaser, or investor, in contemplation of an actual and bona fide transaction, for which Landlord agrees to require such person to agree in writing to keep all such information confidential.

ARTICLE 28
LANDLORD'S ACCESS

28.1 Landlord's and Landlord's agents, upon three (3) business days prior written notice to Tenant, shall have the right to enter the Premises at reasonable times for the purpose of (a) inspecting the same, (b) showing the same to prospective purchasers or lenders, and (c) showing the same to prospective sub-tenants within one hundred eighty (180) days of the end of the Term. Landlord's right of entry shall cause minimal interruption so as not to unreasonably interfere with the ordinary course of business being conducted on the Premises.

ARTICLE 29
SUBORDINATION AND NON-DISTURBANCE

29.1 Contemporaneously with the execution of this Lease, Landlord shall cause each holder of a mortgage or other monetary securing lien upon the Premises, if any, to enter into a Subordination, Non-Disturbance and Attornment agreement, the form of which is reasonably agreeable to Tenant and Landlord's lender (the "SNDA"). Should any such future mortgage holder request, Tenant agrees to expressly subordinate to such lienholder so long as Landlord has such lienholder execute, for the benefit of Tenant, a Subordination, Non-Disturbance and Attornment Agreement in a form and of a substance commercially reasonable to Tenant.

ARTICLE 30
FORCE MAJEURE

30.1 Any prevention, delay or stoppage for either party to this Lease due to strikes, lockouts, labor disputes, acts of nature, unusual inability to obtain labor or materials or reasonable substitute therefor, unusual governmental restrictions, regulations or controls, enemy or hostile governmental action, riot, civil commotion, fire or other casualty, shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage, except as otherwise stated in this Lease to the contrary. None of the preceding described events shall operate as an effective excuse or delay for any monetary obligations under this Lease.

ARTICLE 31
RIGHT TO CLOSE BUSINESS

31.1 Subject to Tenant's obligations under Sections 5.1 ~~and 18.1~~ above and herein, no other provision in this Lease shall be construed, in any manner whatsoever, as an express or implied covenant on the part of Tenant to commence business operations or to thereafter continuously operate any business operations on the Premises, and Landlord specifically acknowledges that there is no covenant of initial or continuous operation on the part of Tenant, express or implied. Notwithstanding the foregoing, Tenant may, in its sole discretion, close business at any time and for any reason whatsoever, including, without limitation, for the following holidays: New Year's Day, Easter Sunday, July 4th, Thanksgiving Day, Christmas Day and any other holidays recognized by Tenant. Any closing shall not release Tenant from any of its obligations herein until such time as the Lease is terminated or expires by its terms. ~~If there is no business being conducted on the Premises for twelve 36 consecutive months, this Lease shall~~

terminate and the Premises shall revert to the Landlord. Tenant covenants to use commercially reasonable efforts to actively market the Premises to a new sublessee if all or part of the Premises becomes vacant or abandoned for any reason.

ARTICLE 32 HAZARDOUS MATERIALS

32.1 Tenant may obtain an environmental audit to determine to Tenant's satisfaction and approval that: (a) the soil, groundwater and soil vapor on or under the Premises are free of Hazardous Material as of the Possession Date, except for the possible presence of de minimus Hazardous Material as is common and typical for real property such as the Premises; and (b) there are no underground storage tanks on the Premises and no underground storage tanks have been removed from the Premises. Landlord makes no representations or warranties as to the environmental condition of or Hazardous Materials on the Premises.

32.2 Landlord and Tenant covenant to each other that they will, during the Term of this Lease, provide to the other party a copy of all citations or notices of violations received from any governmental authority with regard to any Hazardous Material within five (5) days of receipt by the receiving party.

32.3 Tenant covenants that it shall and hereby does indemnify, protect, defend and hold Landlord, its directors, officers, employees and agents and any successor to Landlord's interest in the Premises, free and harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees), whether known or unknown, caused by, arising out of, or related to Hazardous Material that is introduced to the Premises by Tenant or its agents, employees, contractors or invitees, or by those of its assignees or subtenants, or that which arises from Tenant's use of the Premises or the use of the Premises by Tenant's subtenants or assignees. Tenant shall, at Tenant's expense, remediate any Hazardous Materials introduced to the Premises by any of the parties described in the immediately preceding sentence as required by applicable Laws. Tenant's obligations under this Article 32 shall survive the termination or expiration of this Lease.

32.4 As used herein, the term "Hazardous Material" means petroleum products, asbestos, mold, and any other hazardous or toxic substance, material or waste, which is or becomes regulated by any applicable state, local or federal governmental authority in an attempt to protect the environment or public health or safety.

ARTICLE 33 TENANT'S RIGHT TO MORTGAGE LEASEHOLD

33.1 Tenant shall have the right from time to time during the Term, and without Landlord's prior approval, written or otherwise, to grant and assign a mortgage or other security interest in Tenant's leasehold interest under the Lease and all of Tenant's property to Tenant's lenders in connection with Tenant's financing arrangements ("Permitted Mortgage"), provided, however, that any Permitted Mortgage granted by Tenant shall be subject and subordinate to all rights and interests of Landlord, and Tenant shall refrain from encumbering or purporting to

encumber, by means of a Permitted Mortgage or otherwise: (i) any portion of Landlord's property other than Tenant's leasehold interest in the Premises and any easements or covenants appurtenant thereto; (ii) any improvements on the Premises owned by Tenant; or (iii) any portion of Landlord's other property. Further, no mortgage on the leasehold shall mature beyond the Term of this Lease. Landlord agrees to execute such confirmation certificates and other documents as Tenant's lenders may reasonably request in connection with any such financing, provided such instruments expressly reflect that the Permitted Mortgage in question is subordinate to this Lease and do not adversely affect or modify the rights of Landlord under this Lease.

33.2 New Lease between Landlord and Leasehold Mortgagee. Except as otherwise set forth herein, in the event of termination of this Lease by reason of any default by Tenant, Landlord may enter into a new lease of the Premises with leasehold mortgagee for the remainder of the Term, effective as of the date of such termination, upon the same terms, covenants and conditions contained in this Lease, and subject to the rights, if any, of any parties then in possession of all or any part of the Premises; provided that:

(a) Leasehold mortgagee shall make written request upon Landlord for such new lease within 30 days after the date of such termination and such written request is accompanied by payment to Landlord of any amounts then due Landlord under this Lease.

(b) Leasehold mortgagee shall pay to Landlord, at the time of the execution and delivery of the new lease, any and all amounts which would be due pursuant to this Lease but for such termination, and all past due amounts owing by Tenant, and in addition to such amounts, any expenses, including, without limitation, reasonable attorneys' fees and expenses, incurred by Landlord by reason of such default.

(c) Leasehold mortgagee shall perform and observe all terms, covenants and conditions contained herein on Tenant's part to be performed and shall further remedy any other conditions which Tenant was obligated to perform under this Lease.

(d) Under the new lease, leasehold mortgagee shall have the same right, title and interest in and to the improvements on the Premises and the Premises as Tenant had under this Lease.

33.3 This Lease shall continue notwithstanding a foreclosure of a mortgage on the leasehold or improvements on the Premises.

33.4 Nothing herein shall be construed to obligate Landlord to any terms of Tenant's debt obligations and mortgage on the Premises or improvements thereon.

33.5 Nothing contained in this Lease shall be construed to grant Tenant the right to subordinate Landlord's fee interest in the Premises to the lien of any leasehold mortgage or other encumbrance.

33.6 Landlord agrees to reasonably cooperate with Tenant and its lender or mortgagee in the event it requests changes to this Lease to accommodate Tenant financing, as long as the changes do not force Landlord to agree to material or substantive changes that adversely affect

Landlord's rights and obligations.

ARTICLE 34
MISCELLANEOUS

34.1 This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior or contemporaneous agreement or understanding, whether oral or written, pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of the modification.

34.2 The invalidity of any provision of this Lease as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

34.3 Each of Landlord and Tenant represents and warrants to the other: (a) that the individual executing this Lease on behalf of them is duly authorized to execute and deliver this Lease on its behalf, (b) that all necessary consents and approvals have been obtained in connection with this Lease, and (c) that this Lease will become the binding obligation of them upon its full execution. The representations and warranties set forth in this Section 34.3 shall survive the expiration or termination of this Lease.

34.4 The Article and Section captions and headings are for convenience of reference only, and in no way shall be used to construe or modify the provisions set forth in this Lease.

34.5 Time is of the essence with respect to the obligations to be performed under this Lease. Notwithstanding anything herein to the contrary, whenever under the terms and provisions of this Lease the time for performance falls upon a Saturday, Sunday or legal holiday, such time for performance shall be extended to the next business day.

34.6 Tenant represents and warrants to Landlord that it has not dealt with any broker in connection with this Lease.

34.7 No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by the other party of the same or any other provision. Each party's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of such party's consent to or approval of any subsequent act by the other party.

34.8 Either Landlord or Tenant shall, upon the reasonable request of the other, execute, acknowledge and deliver to the other a "short form" Memorandum of this Lease for recording purposes in substantially the same form as attached hereto as **Exhibit D**. If there is a subsequent assignment of the Lease, the recorded Memorandum of Lease shall be terminated and amended and such amendment shall be recorded.

34.9 No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity unless otherwise specifically provided herein.

34.10 This Lease shall be governed by the laws of the State of Ohio.

34.11 For purposes of this Lease, the “Effective Date” shall be the later of the date that Tenant or Landlord executes this Lease.

34.12 This Lease may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page.

34.13 This Lease shall not be binding, nor shall either party have any obligations or liabilities or any rights with respect thereto, or with respect to the Premises, unless and until both parties have executed and delivered this Lease. Until such execution and delivery of this Lease, either party may terminate all negotiation and discussion of the subject matter hereof, without cause and for any reason, without recourse or liability.

ARTICLE 35 TENANT’S USE TO BE EXCLUSIVE/GEOGRAPHIC LIMITATION

35.1 ~~Landlord acknowledges, understands, and agrees that no property located in the area currently zoned as the North Site in Amberley Village, Ohio, as defined in Village Code §154.75, may be used for any healthcare services, including, but not limited to medical office, hospital, medical clinic, ambulatory care, surgery center laboratory, radiology, imaging or other diagnostic testing, physical therapy, sports medicine or other rehabilitation services without the prior written consent of Tenant and Mercy except that this restriction shall not prohibit (i) the sale of medical equipment or supplies; (i) senior housing facilities, including independent living, assisted living, Alzheimer’s or dementia care and skilled nursing facilities, and those customer incidental medical and rehabilitation services provided to residents of such facilities; (iii) pharmacies (such as Walgreens or CVS); (iv) offices of a dentist or chiropractor; (v) retail optometry stores (such as Wing Eyecare or Lenscrafters); (vi) retail audiology stores (such as Miracle-Ear); or (vii) offices of ophthalmology, eye surgery or plastic surgery. These terms shall be recorded by separate document. Landlord agrees that during the Term of this Lease it will not lease any portion of the property identified as the North Site (see Exhibit E) to a Competing Entity. A “Competing Entity” is (i) a hospital; (ii) a health system, health care management company or other entity that operates and/or manages hospitals; (iii) any entity that competes with Landlord or an affiliate of Tenant or an affiliate of Tenant in the provision of inpatient hospital services, hospital based outpatient services or ambulatory surgery services; or (iv) an entity and controls, is controlled by, or is under common control with any of the foregoing.~~

ARTICLE 36

ARTICLE 36 EXHIBITS AND ADDENDA

36.1 The exhibits and addenda listed below are incorporated by reference in this Lease:

Exhibit A: Legal Description of Premises.

Exhibit A-1: Depiction of Premises

Exhibit B: Stipulation of Term of Lease.

Exhibit C: Depiction of Access Drive

Exhibit D: Memorandum of Lease.

EXCEPT AS EXPRESSLY SET FORTH HEREIN (1) LANDLORD AND TENANT EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY THAT THE PREMISES ARE SUITABLE FOR TENANT'S INTENDED COMMERCIAL PURPOSES, AND (2) TENANT'S OBLIGATION TO PAY RENT HEREUNDER IS NOT DEPENDENT UPON THE CONDITION OF THE PREMISES OR THE PERFORMANCE BY LANDLORD OF ITS OBLIGATIONS HEREUNDER.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the dates set forth below.

AMBERLEY VILLAGE, OHIO

By: _____
Scot Lahrmer, Village Manager

STATE OF OHIO)

)SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Scot Lahrmer, Village Manager of Amberley Village, Ohio , an Ohio municipal corporation on behalf of such municipality.

Notary Public

[Notary Seal]

APPROVED AS TO FORM:

Kevin K. Frank, Village Solicitor

SPACE LEFT INTENTIONALLY BLANK

SCHUERMANN PROPERTIES ACQUISITIONS, LLC

By: _____
Name: _____
Its: _____

STATE OF _____)
)SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____, the _____ of Schuermann Properties Acquisitions, LLC, an Ohio limited liability company, on behalf of such limited liability company.

Notary Public

[Notary Seal]

APPROVED AS TO FORM:

Kevin K. Frank, Village Solicitor Ronald G. Smith, Esq.

EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

EXHIBIT A-1
DEPICTION OF PREMISES

EXHIBIT B

STIPULATION OF TERM OF LEASE

THIS STIPULATION OF TERM OF LEASE (this "Stipulation") is executed as of this _____ day of _____, 2016 by [TENANT], an _____ ("Tenant") and [LANDLORD], an Ohio _____ ("Landlord"), with respect to that certain Ground Lease Agreement dated _____, as the same may have been amended (the "Lease") pursuant to which Tenant has leased from Landlord certain premises consisting of approximately 1.92.1 acres and being commonly known as _____, _____ County, Ohio Records in Cincinnati, Ohio (the "Premises").

In consideration of the mutual covenants and agreements set forth in the Lease, Landlord and Tenant hereby acknowledge and stipulate as follows:

1. All initially capitalized terms used herein shall have the meanings set forth for such terms in the Lease, unless otherwise defined in this stipulation.
2. The ~~Initial~~ Term of the Lease is ~~fifteen (15)~~ Ninety-Nine (99) years. ~~The Lease shall automatically renew for successive five (5) year periods (each, a "Renewal Term") until terminated by Tenant by providing written notice to Landlord not less than one hundred eighty (180) days prior to the expiration of the Initial Term or the then Renewal Term.~~
3. The Possession Date occurred on _____.
4. The Rent Commencement Date occurred on _____.
5. The Initial Term expires on _____.
6. The Lease is unmodified and in full force and effect.

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Stipulation as of the date first set forth above.

TENANT:
[TENANT]

LANDLORD:
[LANDLORD]

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

EXHIBIT C

DEPICTION OF ACCESS/ENTRANCE DRIVE

EXHIBIT D

MEMORANDUM OF LEASE

DRAFT TO BE COMPLETED WITH FINAL LEASE TERMS

This Memorandum of Lease is made this ____ day of _____, 2016, by and between **Amberley Village, Ohio**, an Ohio municipal corporation ("Landlord"), whose address is 7149 Ridge Road, Cincinnati, Ohio 45237, and [TENANT], an _____ ("Tenant"), whose address is _____.

1. Leased Premises. Landlord hereby grants, demises and leases to Tenant, and Tenant hereby leases from Landlord, the Premises with improvements and appurtenant easements, if any, containing approximately 1.92.1 acres and being commonly known as _____ County, Ohio _____ ("Premises"), which land is described on **Exhibit A**, attached hereto and made a part of this Memorandum of Lease.

2. Term. To have and to hold for a term commencing on _____, 20____, and ending on _____, 20____ (the "~~Initial~~ Term").

3. ~~Renewal. The Lease shall automatically renew for successive five (5) year periods (each, a "Renewal Term") until terminated by Tenant by providing written notice to Landlord not less than one hundred eighty (180) days prior to the expiration of the Initial Term or the then Renewal Term.~~

3. Successors and Assigns. The conditions and provisions hereof shall inure to the benefit of and shall be binding upon Landlord, Tenant, subtenants, and their respective personal representatives, executors, successors, heirs and permitted assigns and shall run with the land.

4. Memorandum. The rentals to be paid by Tenant and all of the obligations and rights of Landlord and Tenant are set forth in that certain Ground Lease Agreement, dated _____, 2016 ("Lease") and executed by the parties. This instrument is merely a memorandum of the Lease and is subject to all of its terms, conditions and provisions. In the event of any inconsistency between the terms of the Lease and this instrument, the terms of the Lease shall prevail.

[TENANT]

By: _____

Name: _____

Its: _____

STATE OF _____)

)SS:

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2016_____, by _____, the _____ of [TENANT], an
_____, on behalf of such _____.

Notary Public

[Notary Seal]

EXHIBIT E
DEPICTION OF NORTH SITE

2403809.1

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (“Lease”) is entered into as of _____, 20____, by and between Amberley Village, Ohio, an Ohio municipal corporation (“Landlord” and sometimes referred to as “Village”), and Schuermann Properties Acquisitions, LLC an Ohio limited liability company (“Tenant”).

ARTICLE 1 TERM, RENT, AND BASIC TERMS

1.1 In all instances, the Term, Rent, and Basic Terms set forth in this Section 1.1 are subject to the main body of the Lease. The Rent for the Premises shall be as follows:

Term	Lease Year	Per Year	Payable
Ninety-Nine (99) Years	1 - 5	\$12,500.00	Quarterly: January 1, April 1, August 1, December 1

The Term of this Lease is Ninety-Nine (99) years. Rent for the first five years of this Lease shall be \$12,500 per year. Rent is payable quarterly in equal installments. Every five (5) years after the initial five-year term, the Rent shall increase three percent (3%) over the prior five-year term, rounded to the nearest dollar. For example: (i) rent for years 5-10 shall be \$12,875.00, and (ii) Rent for years 10-15 shall be \$13,261.00.

Landlord’s Broker: Jones Lang Lasalle

Landlord’s Notice Address: 7149 Ridge Road
Cincinnati, Ohio 45237

with a copy to:
Kevin K. Frank
Village Solicitor for Amberley Village
Wood and Lamping, LLP
600 Vine Street
Suite 2500
Cincinnati, Ohio 45202

Rent Payment Address: Amberley Village
Scot Lahrmer
Village Manager
7149 Ridge Road
Cincinnati, Ohio 45237

Tenant's Mailing Address: Schuermann Properties Acquisitions, LLC
P.O. Box 8446
Cincinnati, Ohio 45208

with a copy to:
Ronald G. Smith
Law Office of Ronald G. Smith
8170 Corporate Park Drive, Suite 302
Cincinnati, Ohio 45242

Possession Date: Defined in Section 7.1.

Premises: Defined in Section 2.1.

Premises Address: 2.1 acres more or less off Ridge Road, Cincinnati, Ohio 45237,
as described in Exhibit A referenced in Section 2.1 below.

Contingency Period: Defined in Section 6.1.

Security Deposit: No security deposit shall be required.

Rent Commencement Date: The Rent Commencement Date shall be January 1, 2018.

Late Fee: \$200.000 as set forth in Section 18.6.

Term of Ground Lease ("Term"): Commencing on the Possession Date and continuing for Ninety-Nine (99) Lease Years after the Rent Commencement Date. The Term is further defined in Section 3.1.

Permitted Use: Tenant's initial use will be a medical office building; however, Tenant may use the Premises for any lawful commercial purpose, as permitted by zoning, subject to Article 5.

Construction Commencement: Development and construction of the Building, as described in Section 7.2, shall commence, as evidenced by the completed footers and foundation for the Building, within one (1) year of the execution date of this Lease, and construction shall be completed, as evidenced by certificate of occupancy within two (2) years of execution of this Lease, except the foregoing date requirements shall be subject to reasonable extensions for force majeure delays. Landlord agrees to reasonably consider and allow extensions of the foregoing dates if Tenant provides evidence that Tenant is proceeding with due diligence to commence and/or complete the Building.

ARTICLE 2 LEASE OF PREMISES

2.1 For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord hereby rents and leases to Tenant, and Tenant hereby rents and leases

from Landlord, the Premises, consisting of approximately 2.1 acres, more or less, of real property, ("Property") being part of Auditor Parcel nos. 526-40-29 and 61 located in Hamilton County, Ohio, which is described/depicted on **Exhibit A and A-1**, attached hereto and incorporated herein by reference, together with all rights, privileges, easements, appurtenances in, over and upon adjoining and adjacent public and private land, highways, roads and streets (collectively, the "Premises").

2.2 During the Term, as defined herein, Tenant shall own all buildings, structures, alterations, additions and improvements constructed or made to the Premises by Tenant. Except as otherwise provided herein, such buildings, structures, alterations, additions and improvements, specifically including, but not limited to, all building systems such as HVAC equipment, electrical and plumbing components, shall, at Landlord's option, become the property of Landlord upon expiration or termination of the Term, subject to Landlord's right to require demolition and removal of the same pursuant to the terms of this Lease; provided, however, that all moveable trade fixtures, furniture and other personal property which were placed in the Premises by Tenant shall remain the property of Tenant during and after the Term.

ARTICLE 3 TERM

3.1 Tenant shall lease the Premises for the Term of Ninety-Nine (99) years.

3.2 The Lease shall automatically terminate at the end of the Term.

3.3 On or before the Rent Commencement Date, Landlord and Tenant shall enter into a supplement to this Lease which shall specify the Term and the Rent Commencement Date, in the form of the Stipulation of Term of Lease attached hereto and incorporated herein as **Exhibit B**.

3.4 "Expiration Date" shall mean 11:59 p.m. on the date that is the last day of the Term.

3.5 "Lease Year" shall mean a twelve (12) month period. Each Lease Year shall commence on the Rent Commencement Date or the one (1) year anniversary thereof and end twelve (12) months later.

ARTICLE 4 RENT

4.1 Tenant agrees to pay quarterly Rent, in advance and without notice, offset, deduction, abatement or claim, on or before the first (1st) day of January every quarter thereafter, as set forth in Section 1.1 above, during the Term of this Lease. Tenant's obligation to pay Rent shall commence on the Rent Commencement Date. All payments of Rent from Tenant to Landlord shall be made, at Landlord's option, either (a) by check at the address of Landlord specified in Section 1.1, above, or as from time to time otherwise designated in writing to Tenant by Landlord; or (b) via electronic funds transfer. Landlord agrees to complete, execute and provide Tenant with any document requested by Tenant in connection with establishing electronic payments from Tenant to Landlord if Landlord elects to have Rent paid by electronic

funds transfer. For the purposes of this Lease, and any and all amounts required to be paid by Tenant shall be deemed to be "Rent."

4.2 The Rent and other amounts due hereunder is intended to be absolutely and shall be a triple net to Landlord so that this Lease shall yield, net to Landlord, the Rent specified in Section 1.1, and that all costs, expenses or obligations of every kind and nature whatsoever relating to the Premises, including but not limited to real estate taxes and assessments, insurance, and utilities, but excepting interest and amortization required to be paid by Landlord on any mortgage for which Landlord is the mortgagee, shall be paid by Tenant. Currently, real estate taxes are based on a large tract or parcel from which the Premises has been cut out. Tenant acknowledges and agrees that real estate taxes and assessments on the Premises, when and as assessed by the Hamilton County Auditor and payable to the Hamilton County Treasurer, shall be in addition to the Rent specified in Section 1.1. The obligation for payment of real estate taxes and assessments is more specifically set forth in Article 11. Tenant hereby agrees to and shall indemnify and save Landlord harmless from and against any such costs, expenses and obligations, related to the taxes and assessments. Tenant shall pay to Landlord all Rent free of any charges, assessments, impositions or deductions of any kind and without abatement, deduction or set-off.

ARTICLE 5 USE OF PREMISES

5.1 The Premises may be used and occupied by Tenant solely for the construction of the Building (as defined in Section 7.2) in conformance with plans and specifications as approved by Landlord and for the Permitted Use and for no other purpose. Tenant shall initially open for business to the general public the entire Building as a medical office building ("Permitted Use"); however, Tenant shall be permitted to use the Premises for any lawful commercial purpose, as permitted by zoning and herein. Tenant shall abide by the general Amberley Village, Ohio ordinances to the extent applicable as to the use of the Premises.

5.2 Without limiting the restrictions on the use of the Premises by Tenant in the preceding Section 5.1, Tenant shall not do or permit to be done in, on or about the Premises anything (a) which is illegal or unlawful; (b) which is of a hazardous or dangerous nature; or (c) which will cause cancellation of any insurance on the Premises.

5.3 Tenant shall not cause, maintain or permit any nuisance in, on or about the Premises, nor commit any waste therein or thereon.

ARTICLE 6 CONTINGENCIES

6.1 In the event that Tenant, despite Tenant's good faith and diligent efforts to do so, has not, prior to the date which is one hundred eighty (180) days after the Effective Date (the "Contingency Period"): (i) obtained, at Tenant's cost, any and all necessary and required local, state, federal and private permits, licenses, variances, consents and all approvals, including but not limited to zoning, and enter consent from Hamilton County, Ohio: (a) to allow Tenant to clear trees and similar obstructions on nearby property, including but not necessarily limited to

County-owned property known as Hamilton County, Ohio Parcel no. 526-40-28; and (b) to allow Tenant to install a sign on Hamilton County, Ohio Auditor Parcel no. 525-40-28 (collectively, "Approvals"), which give Tenant the right and ability to construct Tenant's initial improvements to the Premises and do business as a medical office building, including, without limitation, building permits for the Building and the site improvements, and Approvals relating to Tenant's signage; or (ii) determined to Tenant's satisfaction that the Premises are suitable for Tenant's intended use, based on environmental audits, surveys, title commitments, utility analysis, soil tests, market and traffic studies, and such other due diligence as Tenant may elect to obtain, Tenant shall have the right, at its sole and absolute option, to terminate this Lease by notifying Landlord in writing of its election to so terminate at any time prior to expiration of the Contingency Period. In the event of such early termination by Tenant, both parties shall be released from any further obligations hereunder, except that Landlord shall promptly refund amounts pre-paid to it by Tenant, excluding any out-of-pocket fees for local government applications and fees hereunder, and Tenant's indemnification and restoration obligations hereunder shall survive any such termination of this Lease. In the event Tenant has not terminated this Lease pursuant to this Section 6.1 prior to the expiration of the Contingency Period, or Tenant elects to waive the Approval contingency and due diligence contingency in this Section 6.1 by notifying Landlord in writing prior to the expiration of the Contingency Period, Tenant shall have no further rights to terminate this Lease pursuant to this Section 6.1. Landlord shall reasonably assist Tenant in obtaining all necessary Approvals provided such assistance is without out-of-pocket cost to Landlord. Also, within ten (10) days after the Effective Date, Landlord shall provide to Tenant copies of any surveys, title commitments, or policies, environmental audits, studies or other due diligence products regarding the Premises in Landlord's possession or control, without any warranty regarding the accuracy or completeness of any such materials. Notwithstanding anything to the contrary herein whatsoever, Tenant shall diligently pursue all Approvals and satisfaction of the due diligence contingencies in good faith.

6.2 Tenant shall notify Landlord in advance, with reasonable notice, of Tenant's entry or the entry by Tenant's contractors, consultants or employees onto the Premises, and afford Landlord the opportunity to be available for any on-Premises activity prior to the expiration of the Contingency Period. Tenant shall be responsible for and shall indemnify and hold harmless Landlord from and against any and all liabilities, damages, expenses (including reasonable attorneys' fees) or claims arising due to activities on or about the Premises or the Access Drive, by Tenant or any of its employees, agents or contractors, at any time during the Contingency Period, and Tenant shall restore any damage or disturbance to the Premises caused by any such activity, which obligations shall survive the termination of the Lease. Upon request by Landlord, if Tenant terminates this Lease, Tenant shall provide to Landlord copies of all reports, surveys, audits, studies and other due diligence items obtained by Tenant regarding the Premises, including the location of any utilities.

ARTICLE 7 DELIVERY OF THE PREMISES

7.1 The "Possession Date", as used herein, shall be the day after the Effective Date, and on the Possession Date, Landlord shall deliver exclusive possession of the Premises to Tenant in its current AS/IS condition, subject only to the rights of beneficiaries of easements of record and Landlord's rights under this Lease, and Tenant shall accept delivery of the Premises from Landlord on the Possession Date in its current AS/IS condition. Landlord is not making any representation

or warranty to Tenant regarding the condition of or circumstances surrounding the Premises and Tenant shall rely upon its own due diligence in determining if the Premises are suitable for Tenant's intended use.

7.2 Subject to the terms hereof, and all applicable laws and codes, Tenant shall, at Tenant's sole cost and expense, construct a new, prototypical medical office building of approximately 15,000 square feet (the "Building") complete with sidewalks, curbs, landscaping and signage (collectively, "Tenant's Work") in accordance with the "Approved Plans" (defined below) upon the Premises. Within one hundred eighty (180) days of the Effective Date, Tenant will provide Landlord with a complete set of working drawings, plans and specifications, including signage and trade dress plans for construction of Tenant's Work. Landlord shall approve or disapprove of the proposed plans for Tenant's Work within fifteen (15) business days of receipt thereof. Once approved or deemed approved, the plans for Tenant's Work shall be the "Approved Plans". If Landlord does not approve of the plans submitted or provide reasonable objections within fifteen (15) business days of receipt thereof, the plans shall be deemed to be the Approved Plans. Nothing herein shall be construed to negate any required governmental approvals of Tenant's project plans, Building and Tenant's Work. If Landlord has provided reasonable objections, Tenant and Landlord will work cooperatively to resolve them within thirty (30) business days. All of Tenant's Work shall be performed at Tenant's cost and expense. Tenant shall fully equip the Premises with all trade fixtures, lighting fixtures, furniture, furnishings, floor coverings, and other items of personal property as may be necessary for the completion of the construction of Tenant's Work, and the proper operation of a medical office on the Premises; provided that such items shall remain the property of Tenant during and after the Term and subject to Section 2.2 above. Tenant shall construct Tenant's Work in accordance with all applicable laws and codes.

7.3 Tenant shall have the right, from and after the Possession Date, to have access to the Premises for the purpose of planning and carrying out Tenant's Work. Between the Possession Date and the Rent Commencement Date, Tenant shall comply with the insurance, indemnity and all other obligations imposed upon Tenant by this Lease for the Term, except for the obligation to pay Rent.

7.4 Tenant shall substantially complete construction of Tenant's Work in accordance with the requirements and conditions of this Article 7 and the time periods set forth in the last paragraph of Article 1.

7.5 During any construction activities being performed by Tenant, Tenant and its employees, agents and contractors shall access the Premises directly from Ridge Road and Tenant and its employees, agents and contractors shall be permitted to use the public Access Drive shown on Exhibit C attached hereto. Any damage to the public Access Drive caused by Tenant's construction on the Premises shall be paid for by Tenant and the public Access Drive shall be restored to as good or better condition than prior to Tenant's construction. After construction of improvements on the Premises, Tenant (as well as its successors, assigns, subleases) shall continue to have access to the Access Drive.

7.6 Tenant has permission to access the Landlord's adjacent parcel, known as Hamilton County, Ohio parcel no. 526-40-25 ("House Parcel") and shall cause the demolition

and removal of the structure and improvements on the House Parcel at Tenant's cost. Tenant shall have the right to remove any and all existing trees, landscaping, and vegetation on the Premises and on the House Parcel.

7.7 Tenant has permission to access the House Parcel, and any other property of Landlord, so that Tenant may remove all trees on the Premises along Ronald Reagan Highway. When the trees are removed, Tenant will seed the area where the trees were removed with grass.

ARTICLE 8 CONDITION OF THE PREMISES

8.1 On the Possession Date, Landlord shall deliver the Premises to Tenant, and Tenant shall accept the Premises in its AS IS condition as of the Effective Date without warranty or representation except as may otherwise be specified within this Lease.

ARTICLE 9 MAINTENANCE AND REPAIRS/TENANT COVENANTS

9.1 During the Term of this Lease, Tenant shall repair and maintain the Premises, including all components of Tenant's Work, and all signs, sign panels, pavement, landscaping and other items located on the Premises, all as necessary to keep the same in good, working, and safe condition, and in conformance with the conditions and requirements imposed and applicable legal requirements. Such obligation shall include keeping paved areas and walkways free and clear of snow and ice and causing the exterior Premises to be clear of rubbish and trash.

9.2 Landlord shall have no maintenance or repair obligations with respect to the Premises. Any such maintenance or repair obligations shall be the sole responsibility of Tenant. Landlord shall not exercise any control of the Premises in any way, or voluntarily take any action which shall restrict access to, or visibility of, the Premises or Tenant's signs, impair or interfere in any material way the operation of business on the Premises or decrease the number of parking spaces or location thereof or the ingress or egress for the Premises.

9.3 Tenant covenants that: it will comply with all Federal, State and/or municipal laws, ordinances and regulations relating to its business conducted in the Premises; it will promptly pay for all electricity, gas, water and other utilities consumed on, and all sewage disposal charges assessed against, the Premises; it may have a Building sign with the name of the Building.

9.4 Tenant agrees that if it fails to perform any obligation placed upon it by either Section 9.1 or 9.3 of this Lease after notice and opportunity to cure, Landlord, in addition to other remedies provided by law and/or this Lease, may correct, in Landlord's sole and absolute discretion, the default in a reasonable manner at the cost and expense of Tenant.

9.5 Landlord shall maintain in good repair and condition all property that is adjoining or adjacent to the Premises that is owned by the Village, indicated in Exhibit E.

ARTICLE 10 UTILITIES

10.1 Tenant shall pay, prior to delinquency, for all water, gas, heat, electricity, sewer, telephone, and any other utility or service charge related to its use or occupancy of the Premises and charged for periods during the Term of this Lease, with such responsibility commencing on the Possession Date. As of the Possession Date, Tenant shall cause all accounts and meters for utilities consumed at the Premises to be placed into Tenant's name prior to beginning to use any such utility service.

10.2 Commencing on the Possession Date and during the entire Term of this Lease, Tenant shall empty and maintain all dumpsters and waste located on the Premises at its expense, and cause the same to be in good working condition at all times.

10.3 Tenant's obligations under this Article 10 shall survive the termination or expiration of this Lease as to such charges prior to the termination of Tenant's tenancy.

10.4 Tenant shall be responsible for the cost of relocating and installing any utilities caused by its construction of improvements or use of the Premises.

ARTICLE 11 REAL ESTATE TAXES

11.1 Should occupancy or use of the Premises by Tenant create liability on the part of Landlord for real estate taxes, Tenant is responsible for paying said taxes (hereinafter "Taxes"). Subject to the timely receipt of funds from Tenant for the purpose of paying the Taxes, in the form of a check made payable to the Hamilton County Treasurer, Landlord shall pay the Taxes directly to the taxing authorities on or before the due date. Tenant may also pay such Taxes directly to the Treasurer. Tenant may seek, if beneficial or appropriate, an exemption from taxes pertaining to the portion of the Premises occupied by any tax exempt entity comprising Tenant. At Tenant's sole cost and expense, Tenant may file a Board of Revision complaint contesting the valuation of the Premises for the assessment of Taxes and Landlord shall reasonably cooperate with such contest.

11.2 Landlord shall provide Tenant with a copy of the real estate tax bill no later than twenty (20) calendar days prior to the payment due date. Landlord will be responsible for any penalties, interest, or other charges due to the late payment of Taxes on the Premises, if such charges accrue only because of Landlord's failure to timely provide the real estate tax bill to Tenant.

11.3 Notwithstanding the provisions in Article 26, the notice provided for hereunder may be provided by email or fax delivery.

11.4 Landlord agrees to expeditiously file an application for exemption from property taxes with the appropriate taxing authorities for any of Landlord's property affected by Tenants use of the Premises, including but not necessarily limited to parcel nos. 526-40-029, 526-40-030, 526-40-25, 526-40-060, and 526-40-061.

11.5 Tenant shall not be responsible for any taxes or assessments caused by the use or occupancy of any property located outside the boundaries of the Premises, unless said charges

are caused or created by Tenant. For example, if the use or occupancy of any other part of Parcel No. 526-40-029, located outside the Premises, by any other party causes taxes to accrue on that parcel, Tenant is not liable for such taxes. Further, Landlord may not pledge, or agree to be pledged, the real property upon which the Premises is situated as collateral or security in any manner except as expressly authorized herein.

ARTICLE 12 INSURANCE

12.1 Tenant shall at all times during the Term hereof and at its own cost and expense procure and continue in force a policy of commercial general liability insurance, insuring against liability for bodily injury, property damage and personal injury arising out of the use, operation or occupancy of the Premises in an amount of not less than Three Million Dollars (\$3,000,000.00), combined single limit. Said coverage can be provided through any combination of primary, excess, or umbrella liability policies. Tenant shall provide to Landlord, upon written request, a certificate of insurance reflecting such coverage. Tenant shall name Landlord and its lender, if any, as additional insureds.

12.2 In lieu of the insurance coverage provided under Section 12.1, said coverage may be provided by a sublessee of Tenant if Landlord and its lender, if any, are named as additional insureds on such policy. A “sublessee” is a person or entity using or occupying the Premises under a lease or other agreement with Tenant. The sublessee need not provide a separate policy if it is self-insured and maintains a tangible net worth of at least \$100,000,000, and if the lease or agreement between Tenant and the sublessee acknowledges that Landlord will have the same coverage and standing to make claims and enforce coverage as it would if it were named as an additional insured under the policy referred to in the first sentence of this Section 12.2.

12.3 Tenant shall procure and maintain at all times during the Term of this Lease, at its sole cost and expense, “Special Form” property insurance coverage, with standard exceptions, covering its fixtures, equipment and personal property located on the Premises, together with insurance against vandalism and malicious mischief.

12.4 Tenant agrees to insure or caused to be insured the Building and all improvements owned by Tenant against loss or damage by any perils covered by a property insurance policy with “Special Form” coverage in an amount equal to the full replacement value. Tenant shall provide to Landlord, upon written request, a certificate of insurance reflecting such coverage. Tenant shall name Landlord and its lender, if any, as additional insureds.

12.5 Tenant shall maintain insurance against rent loss in addition to the other insurance required under this Article 12.

12.6 Landlord and Tenant each hereby waive any and all rights of recovery against each other and the officers, employees, agents and representatives of such other party for loss of or damage to such waiving party or its property or the property of others under its control, arising from any cause insured against by any insurance policy in force (whether or not described herein) carried by such waiving party in lieu thereof, or which would typically be insured under policies required to be maintained by the waiving party under this Lease, to the extent such waiving party is required to obtain and maintain insurance, and each party shall cause each insurance policy

obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against either party in connection with any damage covered by any policy.

12.7 All insurance policies required to be carried hereunder shall be issued by insurance companies having a rating of at least A-VI, as set forth in the most recent issue of "Best's Insurance Guide." All policies obtained by Tenant under the terms of this Lease shall have an effective coverage date commencing on the Possession Date. Notwithstanding anything contained herein, Tenant hereby releases Landlord from any and all liability or responsibility to Tenant or anyone claiming through or under Tenant by way of subrogation or otherwise from any loss or damage to property caused by fire or any other perils insured in policies of insurance covering such property, even if such loss or damage shall have been caused by the negligence of Landlord or anyone for whom Landlord may be responsible.

12.8 Tenant shall name Landlord, and Landlord's lenders as additional insureds on all insurance required under this Article 12. Where Landlord and Landlord's lenders are named as additional insured on Tenant's general liability and/or umbrella or excess liability policies, said coverage shall apply on a primary and non-contributory basis.

12.9 Prior to commencing Tenant's Work hereunder, and not less than ten (10) days prior to each renewal of coverage, Tenant shall deliver a certificate or other evidence satisfactory to Landlord of the builder's risk and other insurance required hereunder including joint waiver of subrogation language.

ARTICLE 13 RELEASE AND INDEMNITY

13.1 Tenant shall indemnify and hold harmless Landlord, its agents, members, managers, employees and contractors from and against any and all claims arising from: (a) Tenant's use of the Premises or the conduct of its business, including any activities on or about the Premises by any of Tenant's agents, contractors, employees or invitees; (b) any act or omission done, permitted or suffered by Tenant or its agents, contractors, employees or invitees in or about the Premises; or (c) any breach or default in the performance of any obligation of Tenant under the terms of this Lease; provided, however, that the foregoing shall not extend to any claim arising out of the willful, reckless or negligent act or omission, or breach of any provision of this Lease, by Landlord, its agents, officers, servants, employees or contractors. This provision shall survive the termination of this Lease.

ARTICLE 14 PERSONAL PROPERTY AND OTHER TAXES

14.1 Tenant shall pay prior to delinquency any and all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of Tenant contained in or on the Premises.

ARTICLE 15 SIGNAGE

15.1 Tenant may install signage on the Premises, subject to Tenant's receipt of approval from the applicable governmental authorities. Tenant may install and display any interior signage and advertising materials as Tenant deems appropriate.

15.2 All of Tenant's signage pursuant to this Article 15 shall be provided, operated, removed and maintained by Tenant, at Tenant's sole cost and expense, so that the signs and sign panels are at all times maintained and repaired in good working condition.

15.3 Prior to the end of the Term, Tenant, at its sole cost and expense, shall remove all of its signage from the Premises; and upon the removal or alteration of a sign, Tenant shall repair, paint, and/or replace the Building surface where such signs are or were attached.

15.4 Tenant, at its sole cost and expense, may install and maintain a freestanding monument sign fronting Ridge Avenue. Tenant's authorization to place a sign fronting Ridge Avenue may be revocable at the discretion of the owner of the property upon which the sign is located, which is currently Hamilton County. This Lease is not contingent upon the property owner's authorization to allow the sign; however, if the sign is required to be removed or relocated, it shall be at Tenant's cost, and the Landlord agrees to use its reasonable and best efforts to secure rights to install Tenant's sign fronting Ridge Ave.

ARTICLE 16 ASSIGNMENT AND SUBLETTING

16.1 ASSIGNMENT. The parties acknowledge and agree that Tenant intends to assign this Lease to a related entity. At any time and from time to time during the Term, Tenant may assign or transfer this Lease or Tenant's interest therein, (collectively "Assign" or "Assignment"), without Landlord's consent.

16.2 SUBLET. Landlord acknowledges that Tenant intends to sublease the Premises and the rights granted to a subtenant under this Lease are a material consideration for Tenant in entering into this Lease. Tenant may sublet the Premises or any part thereof without Landlord's consent. The sublessee (or "subtenant") has the right, but not the obligation, to cure a default of tenant prior to Landlord terminating this Lease.

16.3 NOTICE. Tenant shall notify Landlord in writing seven (7) days prior to execution of an assignment or sublease, and Tenant shall provide Landlord with the identity of any assignee or subtenant, including the identity of, and contact information for, such assignee or subtenant, including copies of all relevant, executed Assignment and Sublet documents between Tenant and its assignee and/or sublessee.

ARTICLE 17 IMPROVEMENTS, ALTERATIONS AND SURRENDER

17.1 Subject to the provisions of Section 5.3 above, and so long as the Lease has not been terminated by either party, Tenant shall have the right at any time and from time to time

during the Term of this Lease to, at Tenant's sole cost and expense, erect, alter, remodel, renovate, rehabilitate, raze, reconstruct, rebuild, replace and remove the Building, any portion of the Building, any or other improvements on the Premises, all to Tenant's specifications, so long as these activities and/or work are not contrary to zoning or to the permitted use as set forth in Section 5.2 above. Tenant shall indemnify and save harmless Landlord from any and all reasonable costs or expenses, including attorneys' fees, that Landlord may incur by reason of any claim for labor performed or material furnished or violation of any federal, state or local statute, regulation, code, ordinance or other law that may arise by reason of the work by Tenant as herein provided or alterations or remodeling or any work of any kind made by Tenant.

17.2 Upon the expiration or termination of this Lease, Landlord may require Tenant, at Tenant's cost, to demolish and remove the Building and all related improvements, including foundations and slabs, whereupon the Tenant shall cause the Premises to be razed, cleared and leveled, within a reasonable time. Landlord shall exercise the option to require Tenant to demolish the Building as described herein not less than sixty (60) days after the expiration or termination of the Lease. If Landlord does not require Tenant to demolish and remove improvements pursuant to this Section 17.2, then Landlord shall have the option to retain all buildings and structures, specifically including, but not limited to, all building systems such as HVAC equipment, electrical and plumbing components, as Landlord's own property with title and ownership thereof vesting in Landlord in fee simple, free from any claims of Tenant, without the payment by Landlord to Tenant, of any consideration therefor of any type or kind.

ARTICLE 18 DEFAULT AND REMEDIES

18.1 The occurrence of any one or more of the following events shall constitute a breach and default of this Lease by Tenant ("Tenant Default"):

(a) The failure by Tenant to make any payment of the Rent or any other amounts required to be paid by Tenant to Landlord within ten (10) business days after written notice to Tenant; or

(b) Except as otherwise provided in this Lease, the failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, other than described in paragraph (a) above, where such failure shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of Tenant's noncompliance is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commenced such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion; or

(c) The making by Tenant of an assignment for the benefit of its creditors; or

(d) Institution by Tenant of proceedings for reorganization, liquidation, or bankruptcy of Tenant, unless the same is discharged within sixty (60) days; or

(e) Institution against Tenant of proceedings for reorganization, liquidation, or bankruptcy which are not dismissed within sixty (60) days; or

(f) The appointment of a receiver, trustee or liquidator to take charge of all or substantially all of Tenant's assets which is not vacated within sixty (60) days.

(g) The vacation or abandonment of the Premises if Tenant is not actively using reasonable and commercially available means to market the Premises for a new occupant or sublessee.

18.2 In the event of any Tenant Default, then in addition to any and all other remedies available to Landlord at law or in equity, Landlord shall have the right to immediately terminate this Lease and all rights of Tenant hereunder by giving written notice to Tenant of its election to do so. If Landlord shall elect to terminate this Lease, then Landlord shall be entitled to recover from Tenant:

(a) The value at the time of the award ("Award") by a court of competent jurisdiction, of the unpaid quarterly Rent installments payable hereunder which had been earned at the date of such termination; plus,

(b) The value at the time of the Award by a court of competent jurisdiction of the amount by which the unpaid quarterly Rent installments which would have been earned after termination and until the time of the Award exceeds the amount of such rental loss which could have been reasonably avoided; plus,

(c) The value at the time of the Award by a court of competent jurisdiction of the amount by which the unpaid quarterly Rent installments for the balance of the then current term of the Lease after the time of the Award exceeds the amount of such rental loss which could be reasonably avoided, up to a maximum period of 12 months from the date Landlord regains possession of the Premises; plus,

(d) Any broker's fees incurred by Landlord in connection with reletting the whole or any part of the Premises; the costs of removing and storing Tenant's or other occupant's property; the cost of repairing or otherwise putting the Premises into condition acceptable for marketing the property to new tenants; and all reasonable expenses incurred by Landlord in enforcing or defending Landlord's rights, including reasonable attorneys' fees; plus

(e) Any other reasonable amounts necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform its obligations hereunder; and

(f) At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted by applicable state law from time to time.

18.3 As used in subparagraphs (a) and (b) above, the "value at the time of the Award" is computed by allowing interest at an annual rate equal to the lesser of ten percent (10%) or the maximum rate allowed by law (the "Interest Rate"). As used in subparagraph (c) above, the "value at the time of the Award" is computed by discounting such amount to present value at the rate of six percent (6%) per annum.

18.4 In the event of any Tenant Default, Landlord shall use reasonable efforts to mitigate any damages resulting from a Tenant Default.

18.5 In the event of any Tenant Default, and subject to Section 18.8 herein, Landlord shall also have the right to terminate Tenant's right of possession by any lawful means without terminating the Lease, to re-enter the Premises by legal process only and remove all property and persons therefrom, and any such property may be removed and stored in a public warehouse or elsewhere at the cost and for the account of Tenant.

18.6 If any quarterly Rent installment or any other amount due from Tenant is not received by Landlord or Landlord's designee when due, Tenant shall pay to Landlord an additional sum of Two Hundred and 00/100 Dollars (\$200.00) as a late charge.

18.7 In addition to the above described rights and remedies, upon a Tenant Default consisting of a failure to perform any of Tenant's obligations under this Lease, Landlord may perform any such unperformed obligations, whereupon Tenant shall pay to Landlord all of Landlord's reasonable costs incurred in performing such obligations with interest at the Interest Rate immediately upon demand. The cure of any default of Tenant's obligations under this Lease by any person, including but not limited to actions undertaken by the Tenant, Landlord, mortgagee, or other entity, cures the default.

18.8 All written notices of default from Landlord to Tenant shall simultaneously be provided to Tenant's mortgagee and sublessee. Tenant shall provide Landlord with the contact information for Tenant's mortgagee prior to and no later than the Rent Commencement Date, and for any sublessee within 60 days after its occupancy of the Premises. Tenant may agree with its mortgagee and/or sublessee that the mortgagee and/or sublessee have the right to cure any default of Tenant under this Lease. Leasehold mortgagee and/or the sublessee shall then have the same period provided to Tenant hereunder, after service of such notice upon it, to cure or cause to be cured the default(s) complained of. If a leasehold mortgage is unsatisfied, no cancellation, surrender, or modifications of this Lease by joint action of Landlord and Tenant shall occur without the prior written consent of the leasehold mortgagee.

18.9 In case of a default by Landlord, all written notices of default by Tenant to Landlord shall simultaneously be provided to Tenant's sublessee, and sublessee shall have the same right, but not the obligation, to cure the default as the Landlord.

ARTICLE 19 DAMAGE OR DESTRUCTION

19.1 If, at any time prior to the twenty-four (24) calendar months of the Lease Term, the Building is damaged or destroyed by any casualty, then Tenant shall cause the same to be fully repaired and restored to the condition existing immediately prior to such damage or destruction to the extent the repair or restoration is required under any lease ("sublease") between the Tenant and its sublessee. There shall be no abatement or reduction in Rent or other obligations of Tenant under this Lease. If a sublease does not require the Building to be repaired or restored, Tenant's covenant to not vacate or abandon the Premises, as set forth in Sections 18.1(g) and 31.1 herein, remains in full force and effect, such that Tenant shall use commercially reasonable efforts to construct a new Building of a similar size and to market the Building to a new user or sublessee.

19.2 Notwithstanding anything to the contrary contained in Section 19.1, if: (a) the Building is wholly or substantially damaged or destroyed within the twenty-four (24) months of the end of the Term, then Tenant may terminate the Lease by providing written notice of such termination to Landlord within ninety (90) days after the occurrence of such damage or destruction. In the event the Lease is terminated pursuant to this Section 19.2, all insurance proceeds related to the Building and Premises shall be assigned to and paid directly to Tenant. If Tenant does not terminate this Lease pursuant to this Section 19.2, then with the provisions of Section 19.1 shall apply.

ARTICLE 20 LIENS

20.1 Mechanics' Liens: Tenant agrees that it will pay or cause to be paid all costs for work done by it or caused to be done by it on the Premises, and will keep the Premises free and clear of all mechanics' liens on account of work done by Tenant or persons claiming under it. Landlord shall have the right at any time and from time to time to post and maintain on the Premises such notices as Landlord deems reasonably necessary to protect the Premises and Landlord from mechanic's, material or any other liens. Tenant shall provide Landlord with a copy of any executed and recorded Notice of Commencement regarding construction on the Premises. The party doing such work may contest the validity of the amount of any such lien and may appeal any adverse judgment or decree; provided, however, that at the reasonable written request of the other party, the party doing such work shall, at its option, either post a bond sufficient to remove such lien pending contest or cause a title company to insure the other party in a manner reasonably satisfactory to it, against the enforcement of the lien against it. If the party doing such work shall default in paying any charge for which a mechanic's lien and suit to foreclose the lien have been filed, and shall not be taking appropriate actions to contest the validity or amount of such lien, the other party may (but shall not be required to), after written notice to the party doing such work, pay said claim and any costs related thereto, and the amount so paid, together with reasonable attorney's fees incurred in connection therewith, shall be immediately due and owing from the party doing such work to the other party, and shall be paid upon demand. Notwithstanding anything contained herein, Tenant shall not permit any mechanic's lien to be placed against the Premises and shall discharge any such lien by payment or bonding forty-five (45) days after Landlord has notified Tenant of such filing; provided, however, that if Tenant fails to discharge any such lien by payment within said forty-five (45) day period, then Landlord may discharge or bond such lien at Tenant's expense. Tenant shall indemnify Landlord from any and all reasonable costs and expenses incurred by Landlord as a result of such liens.

20.2 Other Liens: Other than the liens permitted by Article 33, Tenant shall keep the Premises free and clear of all liens, and any encumbrances not specifically consented to by Landlord.

20.3 Upon request by Landlord, Tenant shall, within a reasonable time, provide Landlord with information about the existence and amount of any liens or encumbrances against the Premises or improvements thereon, including the outstanding balance and principal of any mortgages or loans.

ARTICLE 21
EMINENT DOMAIN

21.1 If (i) any portion of or all of the Building, (ii) all of the Premises, (iii) or any portion of the Premises causing (a) there to be no access to the remaining Premises, (b) parking to be materially reduced, (c) the remainder of the Premises to be rendered not reasonably suitable for the continued conduct of the business then being conducted on the Premises, taking into consideration the nature, size and scope of such business immediately prior to the taking, or (d) access to the Premises to be materially impaired, shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain (or similar law authorizing the involuntary taking of private property, which shall include a transfer in lieu thereof to a public body), Tenant shall have the right, at its option: (a) to terminate this Lease as of the date of the taking of possession by the condemning authority in which event the Term hereof and Rent and all other charges shall be abated and any unearned Rent paid or credited will be refunded by Landlord to Tenant; or (b) to continue this Lease in full force and effect without any adjustment to Rent. Tenant shall elect among these rights and give notice to Landlord of its election within sixty (60) days after the date when possession of the portion of the Premises is acquired by the condemning authority. Landlord's award allocated to the Premises as a result of a taking shall be the amount of the award allocated to the value of the unimproved land subject to this Lease which is taken. Tenant's award shall be the full remaining balance of any award, including but not necessarily limited to the amount allocated to the value of Tenant's leasehold estate, the improvements constructed by Tenant on the Premises, relocation costs, loss of goodwill, and lost profits, if any, subject to any agreement between Tenant and its sublessee.

21.2 If Tenant does not elect to terminate this Lease as set forth herein, then this Lease shall continue in full force and effect, and Tenant shall have the same obligations to repair, restore, or construct improvements on the Premises as set forth in Article 19.

ARTICLE 22
INTENTIONALLY DELETED

ARTICLE 23
QUIET POSSESSION

23.1 Notwithstanding anything contained in the Lease to the contrary, Landlord covenants with Tenant to keep Tenant in quiet possession of the Premises during the Term of this Lease from and against claims by any parties claiming by or through Landlord. Landlord warrants and represents to Tenant that the Landlord is vested with fee simple title to the Premises and has full right and lawful authority to lease the Premises to Tenant.

ARTICLE 24
BINDING ON HEIRS, SUCCESSORS, AND ASSIGNS

24.1 The covenants and agreements of this Lease shall be binding upon the successors and assigns of both parties hereto, and upon any sub-tenants, and upon the heirs, devisees and personal representatives of any persons and/or entities who become Landlord or Tenant under this

Lease. Tenant shall provide its sub-tenant(s) with a copy of this Lease whenever a sublease is executed.

24.2 In the event of a sale of the Premises or a change in ownership of Landlord's estate, or if there is an assignment or transfer of this Lease by Landlord other than for security purposes, Landlord shall cause the new owner or Landlord's assignee or transferee, as applicable, to assume the provisions of this Lease, and notice of such assignment or transfer, as well as a copy of the effective instrument of transfer, shall be given to Tenant within three (3) business days after the date of transfer, which shall be the date of execution of the deed. Tenant shall be entitled to continue to pay Rent and give all notices to Landlord until Tenant has received the foregoing from Landlord, but once such notice and a copy of such instrument has been provided, Tenant shall pay all Rent and other amounts due hereunder to such assignee and Landlord shall have no further obligations or liabilities under this Lease arising after the effective date of the assignment instrument.

ARTICLE 25 ESTOPPEL CERTIFICATES

25.1 Tenant shall, within ten (10) business days after Tenant's receipt of Landlord's written request thereof, execute, acknowledge and deliver to Landlord an Estoppel Certificate certifying the Rent Commencement Date, the Expiration Date, the then current amount of Rent and status of the same, specifying whether either party is in default hereunder and any other factual matters relating to this Lease as Landlord may reasonably require. Landlord shall, within ten (10) business days after Landlord's receipt of Tenant's written request thereof, execute, acknowledge and deliver to Tenant an Estoppel Certificate certifying the Rent Commencement Date, the Expiration Date, the then current amount of Rent and status of the same, specifying whether either party is in default hereunder and any other factual matters relating to this Lease as Tenant may reasonably require.

ARTICLE 26 NOTICES

26.1 Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery, certified U.S. Mail with return receipt, or sent by Federal Express, UPS Overnight, or similar nationally recognized overnight courier service, and shall be deemed effective upon receipt or rejection when received by the intended addressee if addressed to Tenant or to Landlord at the addresses noted in Section 1.1. Either party may by notice to the other specify a different address for notice purposes. A copy of all notices required or permitted to be given to Landlord and Tenant hereunder shall be concurrently transmitted to such party or parties at such addresses as Landlord and Tenant may from time to time hereafter designate by notice to the other party.

ARTICLE 27 CONFIDENTIALITY

27.1 Tenant acknowledges that Landlord is a governmental entity, subject to sunshine laws and public records requests. As permitted by law, all statements delivered to Landlord by

Tenant and all information obtained by Landlord about Tenant or its successors and/or assigns, that are exempt from public disclosure by Ohio law including, without limitation, confidential financial information, in the exercise of Landlord's rights hereunder shall be held in strict confidence and shall not be disclosed to any person other than: (a) Landlord's employees, accountants, agents, attorneys or other parties who are either under an obligation to keep such information confidential or agree to keep such information confidential, having the explicit need to know such information; or (b) any current or prospective mortgagee, purchaser, or investor, in contemplation of an actual and bona fide transaction, for which Landlord agrees to require such person to agree in writing to keep all such information confidential.

ARTICLE 28 LANDLORD'S ACCESS

28.1 Landlord's and Landlord's agents, upon three (3) business days prior written notice to Tenant, shall have the right to enter the Premises at reasonable times for the purpose of (a) inspecting the same, (b) showing the same to prospective purchasers or lenders, and (c) showing the same to prospective sub-tenants within one hundred eighty (180) days of the end of the Term. Landlord's right of entry shall cause minimal interruption so as not to unreasonably interfere with the ordinary course of business being conducted on the Premises.

ARTICLE 29 SUBORDINATION AND NON-DISTURBANCE

29.1 Contemporaneously with the execution of this Lease, Landlord shall cause each holder of a mortgage or other monetary securing lien upon the Premises, if any, to enter into a Subordination, Non-Disturbance and Attornment agreement, the form of which is reasonably agreeable to Tenant and Landlord's lender (the "SNDA"). Should any such future mortgage holder request, Tenant agrees to expressly subordinate to such lienholder so long as Landlord has such lienholder execute, for the benefit of Tenant, a Subordination, Non-Disturbance and Attornment Agreement in a form and of a substance commercially reasonable to Tenant.

ARTICLE 30 FORCE MAJEURE

30.1 Any prevention, delay or stoppage for either party to this Lease due to strikes, lockouts, labor disputes, acts of nature, unusual inability to obtain labor or materials or reasonable substitute therefor, unusual governmental restrictions, regulations or controls, enemy or hostile governmental action, riot, civil commotion, fire or other casualty, shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage, except as otherwise stated in this Lease to the contrary. None of the preceding described events shall operate as an effective excuse or delay for any monetary obligations under this Lease.

ARTICLE 31 RIGHT TO CLOSE BUSINESS

31.1 Subject to Tenant's obligations under Section 5.1 above and herein, no other provision in this Lease shall be construed, in any manner whatsoever, as an express or implied covenant on the part of Tenant to commence business operations or to thereafter continuously

operate any business operations on the Premises, and Landlord specifically acknowledges that there is no covenant of initial or continuous operation on the part of Tenant, express or implied. Notwithstanding the foregoing, Tenant may, in its sole discretion, close business at any time and for any reason whatsoever, including, without limitation, for the following holidays: New Year's Day, Easter Sunday, July 4th, Thanksgiving Day, Christmas Day and any other holidays recognized by Tenant. Any closing shall not release Tenant from any of its obligations herein until such time as the Lease is terminated or expires by its terms. Tenant covenants to use commercially reasonable efforts to actively market the Premises to a new sublessee if all or part of the Premises becomes vacant or abandoned for any reason.

ARTICLE 32 HAZARDOUS MATERIALS

32.1 Tenant may obtain an environmental audit to determine to Tenant's satisfaction and approval that: (a) the soil, groundwater and soil vapor on or under the Premises are free of Hazardous Material as of the Possession Date, except for the possible presence of de minimus Hazardous Material as is common and typical for real property such as the Premises; and (b) there are no underground storage tanks on the Premises and no underground storage tanks have been removed from the Premises. Landlord makes no representations or warranties as to the environmental condition of or Hazardous Materials on the Premises.

32.2 Landlord and Tenant covenant to each other that they will, during the Term of this Lease, provide to the other party a copy of all citations or notices of violations received from any governmental authority with regard to any Hazardous Material within five (5) days of receipt by the receiving party.

32.3 Tenant covenants that it shall and hereby does indemnify, protect, defend and hold Landlord, its directors, officers, employees and agents and any successor to Landlord's interest in the Premises, free and harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees), whether known or unknown, caused by, arising out of, or related to Hazardous Material that is introduced to the Premises by Tenant or its agents, employees, contractors or invitees, or by those of its assignees or subtenants, or that which arises from Tenant's use of the Premises or the use of the Premises by Tenant's subtenants or assignees. Tenant shall, at Tenant's expense, remediate any Hazardous Materials introduced to the Premises by any of the parties described in the immediately preceding sentence as required by applicable Laws. Tenant's obligations under this Article 32 shall survive the termination or expiration of this Lease.

32.4 As used herein, the term "Hazardous Material" means petroleum products, asbestos, mold, and any other hazardous or toxic substance, material or waste, which is or becomes regulated by any applicable state, local or federal governmental authority in an attempt to protect the environment or public health or safety.

ARTICLE 33 TENANT'S RIGHT TO MORTGAGE LEASEHOLD

33.1 Tenant shall have the right from time to time during the Term, and without Landlord's prior approval, written or otherwise, to grant and assign a mortgage or other security interest in Tenant's leasehold interest under the Lease and all of Tenant's property to Tenant's lenders in connection with Tenant's financing arrangements ("Permitted Mortgage"), provided, however, that any Permitted Mortgage granted by Tenant shall be subject and subordinate to all rights and interests of Landlord, and Tenant shall refrain from encumbering or purporting to encumber, by means of a Permitted Mortgage or otherwise: (i) any portion of Landlord's property other than Tenant's leasehold interest in the Premises and any easements or covenants appurtenant thereto; (ii) any improvements on the Premises owned by Tenant; or (iii) any portion of Landlord's other property. Further, no mortgage on the leasehold shall mature beyond the Term of this Lease. Landlord agrees to execute such confirmation certificates and other documents as Tenant's lenders may reasonably request in connection with any such financing, provided such instruments expressly reflect that the Permitted Mortgage in question is subordinate to this Lease and do not adversely affect or modify the rights of Landlord under this Lease.

33.2 New Lease between Landlord and Leasehold Mortgagee. Except as otherwise set forth herein, in the event of termination of this Lease by reason of any default by Tenant, Landlord may enter into a new lease of the Premises with leasehold mortgagee for the remainder of the Term, effective as of the date of such termination, upon the same terms, covenants and conditions contained in this Lease, and subject to the rights, if any, of any parties then in possession of all or any part of the Premises; provided that:

(a) Leasehold mortgagee shall make written request upon Landlord for such new lease within 30 days after the date of such termination and such written request is accompanied by payment to Landlord of any amounts then due Landlord under this Lease.

(b) Leasehold mortgagee shall pay to Landlord, at the time of the execution and delivery of the new lease, any and all amounts which would be due pursuant to this Lease but for such termination, and all past due amounts owing by Tenant, and in addition to such amounts, any expenses, including, without limitation, reasonable attorneys' fees and expenses, incurred by Landlord by reason of such default.

(c) Leasehold mortgagee shall perform and observe all terms, covenants and conditions contained herein on Tenant's part to be performed and shall further remedy any other conditions which Tenant was obligated to perform under this Lease.

(d) Under the new lease, leasehold mortgagee shall have the same right, title and interest in and to the improvements on the Premises and the Premises as Tenant had under this Lease.

33.3 This Lease shall continue notwithstanding a foreclosure of a mortgage on the leasehold or improvements on the Premises.

33.4 Nothing herein shall be construed to obligate Landlord to any terms of Tenant's debt obligations and mortgage on the Premises or improvements thereon.

33.5 Nothing contained in this Lease shall be construed to grant Tenant the right to

subordinate Landlord's fee interest in the Premises to the lien of any leasehold mortgage or other encumbrance.

33.6 Landlord agrees to reasonably cooperate with Tenant and its lender or mortgagee in the event it requests changes to this Lease to accommodate Tenant financing, as long as the changes do not force Landlord to agree to material or substantive changes that adversely affect Landlord's rights and obligations.

ARTICLE 34 MISCELLANEOUS

34.1 This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior or contemporaneous agreement or understanding, whether oral or written, pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of the modification.

34.2 The invalidity of any provision of this Lease as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

34.3 Each of Landlord and Tenant represents and warrants to the other: (a) that the individual executing this Lease on behalf of them is duly authorized to execute and deliver this Lease on its behalf, (b) that all necessary consents and approvals have been obtained in connection with this Lease, and (c) that this Lease will become the binding obligation of them upon its full execution. The representations and warranties set forth in this Section 34.3 shall survive the expiration or termination of this Lease.

34.4 The Article and Section captions and headings are for convenience of reference only, and in no way shall be used to construe or modify the provisions set forth in this Lease.

34.5 Time is of the essence with respect to the obligations to be performed under this Lease. Notwithstanding anything herein to the contrary, whenever under the terms and provisions of this Lease the time for performance falls upon a Saturday, Sunday or legal holiday, such time for performance shall be extended to the next business day.

34.6 Tenant represents and warrants to Landlord that it has not dealt with any broker in connection with this Lease.

34.7 No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by the other party of the same or any other provision. Each party's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of such party's consent to or approval of any subsequent act by the other party.

34.8 Either Landlord or Tenant shall, upon the reasonable request of the other, execute, acknowledge and deliver to the other a "short form" Memorandum of this Lease for recording purposes in substantially the same form as attached hereto as **Exhibit D**. If there is a subsequent assignment of the Lease, the recorded Memorandum of Lease shall be terminated and amended and such amendment shall be recorded.

34.9 No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity unless otherwise specifically provided herein.

34.10 This Lease shall be governed by the laws of the State of Ohio.

34.11 For purposes of this Lease, the “Effective Date” shall be the later of the date that Tenant or Landlord executes this Lease.

34.12 This Lease may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page.

34.13 This Lease shall not be binding, nor shall either party have any obligations or liabilities or any rights with respect thereto, or with respect to the Premises, unless and until both parties have executed and delivered this Lease. Until such execution and delivery of this Lease, either party may terminate all negotiation and discussion of the subject matter hereof, without cause and for any reason, without recourse or liability.

ARTICLE 35 TENANT’S USE TO BE EXCLUSIVE/GEOGRAPHIC LIMITATION

35.1 Landlord agrees that during the Term of this Lease it will not lease any portion of the property identified as the North Site (see Exhibit E) to a Competing Entity. A “Competing Entity” is (i) a hospital; (ii) a health system, health care management company or other entity that operates and/or manages hospitals; (iii) any entity that competes with Landlord or an affiliate of Tenant or an affiliate of Tenant in the provision of inpatient hospital services, hospital based outpatient services or ambulatory surgery services; or (iv) an entity and controls, is controlled by, or is under common control with any of the foregoing.

ARTICLE 36 EXHIBITS AND ADDENDA

36.1 The exhibits and addenda listed below are incorporated by reference in this Lease:

Exhibit A: Legal Description of Premises.

Exhibit A-1: Depiction of Premises

Exhibit B: Stipulation of Term of Lease.

Exhibit C: Depiction of Access Drive

Exhibit D: Memorandum of Lease.

EXCEPT AS EXPRESSLY SET FORTH HEREIN (1) LANDLORD AND TENANT EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY THAT THE PREMISES ARE SUITABLE FOR TENANT'S INTENDED COMMERCIAL PURPOSES, AND (2) TENANT'S OBLIGATION TO PAY RENT HEREUNDER IS NOT DEPENDENT UPON THE CONDITION OF THE PREMISES OR THE PERFORMANCE BY LANDLORD OF ITS OBLIGATIONS HEREUNDER.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the dates set forth below.

AMBERLEY VILLAGE, OHIO

By: _____
Scot Lahrmer, Village Manager

STATE OF OHIO)

COUNTY OF _____)SS:

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Scot Lahrmer, Village Manager of Amberley Village, Ohio , an Ohio municipal corporation on behalf of such municipality.

Notary Public

[Notary Seal]

APPROVED AS TO FORM:

Kevin K. Frank, Village Solicitor

SCHUERMANN PROPERTIES ACQUISITIONS, LLC

By: _____

Name: _____

Its: _____

STATE OF _____)
)SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____, the _____ of Schuermann Properties Acquisitions, LLC, an Ohio limited liability company, on behalf of such limited liability company.

Notary Public

[Notary Seal]

APPROVED AS TO FORM:

Ronald G. Smith, Esq.

EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

EXHIBIT A-1
DEPICTION OF PREMISES

EXHIBIT B

STIPULATION OF TERM OF LEASE

THIS STIPULATION OF TERM OF LEASE (this "Stipulation") is executed as of this _____ day of _____, 2016 by [TENANT], an _____ ("Tenant") and [LANDLORD], an Ohio _____ ("Landlord"), with respect to that certain Ground Lease Agreement dated _____, as the same may have been amended (the "Lease") pursuant to which Tenant has leased from Landlord certain premises consisting of approximately 2.1 acres and being commonly known as _____, _____ County, Ohio Records in Cincinnati, Ohio (the "Premises").

In consideration of the mutual covenants and agreements set forth in the Lease, Landlord and Tenant hereby acknowledge and stipulate as follows:

1. All initially capitalized terms used herein shall have the meanings set forth for such terms in the Lease, unless otherwise defined in this stipulation.
2. The Term of the Lease is Ninety-Nine (99) years.
3. The Possession Date occurred on _____.
4. The Rent Commencement Date occurred on _____.
5. The Initial Term expires on _____.
6. The Lease is unmodified and in full force and effect.

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Stipulation as of the date first set forth above.

TENANT:
[TENANT]

LANDLORD:
[LANDLORD]

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

EXHIBIT C

DEPICTION OF ACCESS/ENTRANCE DRIVE

EXHIBIT D

MEMORANDUM OF LEASE

DRAFT TO BE COMPLETED WITH FINAL LEASE TERMS

This Memorandum of Lease is made this ____ day of _____, 20____, by and between **Amberley Village, Ohio**, an Ohio municipal corporation (“Landlord”), whose address is 7149 Ridge Road, Cincinnati, Ohio 45237, and **[TENANT]**, an _____ (“Tenant”), whose address is _____.

1. Leased Premises. Landlord hereby grants, demises and leases to Tenant, and Tenant hereby leases from Landlord, the Premises with improvements and appurtenant easements, if any, containing approximately 2.1 acres and being commonly known as _____ County, Ohio _____ (“Premises”), which land is described on **Exhibit A**, attached hereto and made a part of this Memorandum of Lease.

2. Term. To have and to hold for a term commencing on _____, 20____, and ending on _____, 20____ (the “Term”).

3. Successors and Assigns. The conditions and provisions hereof shall inure to the benefit of and shall be binding upon Landlord, Tenant, subtenants, and their respective personal representatives, executors, successors, heirs and permitted assigns and shall run with the land.

4. Memorandum. The rentals to be paid by Tenant and all of the obligations and rights of Landlord and Tenant are set forth in that certain Ground Lease Agreement, dated _____, 20____ (“Lease”) and executed by the parties. This instrument is merely a memorandum of the Lease and is subject to all of its terms, conditions and provisions. In the event of any inconsistency between the terms of the Lease and this instrument, the terms of the Lease shall prevail.

5. Counterparts. This Memorandum of Lease may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page.

Notary Public

[TENANT]

By: _____

Name: _____

Its: _____

STATE OF _____)

)SS:

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20_____, by _____, the _____ of [TENANT], an
_____, on behalf of such _____.

Notary Public

[Notary Seal]

EXHIBIT E
DEPICTION OF NORTH SITE

2403814.1

TO: Village Council
FROM: Scot F. Lahrmer, Village Manager
DATE: December 21, 2016
RE: Adopting the Village Code Update

ITEM: Ordinance 2017-2, Ordinance Adopting and Enacting a Supplement to the Code of Ordinances of Amberley Village

ACTION REQUESTED: By motion, adopt Ordinance 2017-2, adopting and enacting a supplement to the code of ordinances.

PURPOSE: To adopt the updated local and state legislation into the existing code which will provide a current and accurate version of the Village's ordinances.

The re-codification of the Village code has been completed by American Legal Publishing. This update incorporates legislation adopted since the last code update through October 10, 2016 and provides for statutory changes to the Ohio Revised Code through August 1, 2016. The review and editing process took approximately 90 days, which is typical, and included a red-line review by the Village Solicitor, Kevin Frank. The code update cost \$5,190 and the expense is a function of the volume of State and Village legislation. The Village has received the final updated version of the code and has linked the digital version to the Village website. The final step in this process is for council to adopt and enact the updated version of the code in its entirety.

Council members may access a copy of the new code update by clicking on the Village Code link on the front page of the Village website.

Ordinance 2017-2 authorizes the adoption of the re-codification of the Village code. It is recommended the three readings be waived and adopted as emergency in order reflect current legislation that Council and the State has already adopted.

If you have any questions, please let me know.

PASSED:
BY:

ORDINANCE NO. 2017-2

ORDINANCE ADOPTING AND ENACTING A SUPPLEMENT TO THE CODE OF
ORDINANCES OF AMBERLEY VILLAGE, AND DECLARING AN EMERGENCY

WHEREAS, American Legal Publishing Corporation of Cincinnati, Ohio has completed the S-12 Supplement to the Code of Ordinances of the Village, said Supplement containing all ordinances of a general nature enacted since the most recent supplement through October 10, 2016;

WHEREAS, it is the intent of Council to adopt these revisions and additions so that the Village Code will be in conformity with changes and amendments to the Ohio Revised Code;

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

SECTION 1: That the 2016 S-12 Supplement to the Village Code of Ordinances as printed and published by American Legal Publishing Corporation of Cincinnati, Ohio, be, and the same hereby is, adopted and enacted, and incorporated by reference as if set out in its entirety herein, and it shall be retained at the Village Municipal Building, available to the general public.

SECTION 2: That this ordinance is hereby declared to be an emergency measure necessary for 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 bringing current at the earliest possible time the Village Code of Ordinances.

Passed this _____ day of _____, 2017.

Mayor Thomas C. Muething

Attest:

Nicole Browder, 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 _____, 2017, the forgoing 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.

Nicole Browder, Clerk of Council

**VILLAGE MANAGER'S REPORT
JANUARY 9, 2017 COUNCIL MEETING**

Dear Mayor and Council Members:

Developments

The Planning Commission/ZBA met on January 3 and heard one application for a seven foot fence for a garden. The variance was denied.

The next meeting is Monday, February 6 and the filing deadline is January 16.

1 zoning approval was issued in the month of December for a home addition/renovation, 2 decks, and six foot fence approved by the ZBA.

3 property maintenance letters were mailed in December related to curb modifications against code, general state of property, and yard signage.

Aggregation Programs

January - October 2016 Savings: Electric: \$104,983 Gas: (\$97,148)

Maintenance Department Activities

Streets and Right of Way

Bulk Leaf Collection

The Maintenance Department spent most of the month committed to finishing up the 2016 leaf season. With one of the longest leaf seasons on record, 2 crews spent nearly every day picking up leaves in the months of November and December. Leaf collection services began for residents on October 17 and ended on December 30, 2016.

The crews collected 143 loads totaling 2,860 cubic yards of leaves for the month of December. The season concluded with collections totaling 271.75 loads and 5,435 cubic yards of leaves for the year. In December 2015, we picked up 1,056 cubic yards of leaves. During this season alone we have picked up more green waste (628 cubic yards) brush and leaves than last year.

Other right of way details performed by the Maintenance Department:

- Cleaned head wall on Fair Oaks and Fair Oaks Lane.
- Salted roads for ice and snow events 3 times this month. The crews used 43 tons of rock salt and 1,000 gallons of brine water.
- Filled 3 pot holes on Galbraith Road.

Facilities Maintenance and Repairs

- Cleaned and performed minor maintenance to the Municipal Building; set up for and cleaned up after 9 events in the Community Room and Council Chambers including: Council Meeting, Board of Appeals, ESC, and Mayor's Court.
- Replaced leaking hoses and broken flow valve on brine maker tank. Checked calibration of machine.

Equipment Maintenance

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

Other equipment repairs:

- Filled and checked the brine sprayer on truck 706.
- Ordered new single axle trailer and took trade-in to Smith Trailer.
- Repaired hose intake and handle on both leaf machines.
- Replaced tires and had front end alignment on dump truck 706.
- Replaced missing bolts on A.G. garden rototillers.
- Met with buyer of old Engine 204; they removed the truck from the service garages.
- Had vendor repair broken hydraulic lines on truck 408 dump body.
- Cleaned and undercoated surface rust on truck 116 frame rail.
- Washed and cleaned, and neutralized salt trucks and loader from 3 snow events.
- Repaired broken brine hoses on pick-up truck mounted brine tank.

Department Training

- Tony Chesney and Ryan Monahan attended the Public Works Officials of Southwest Ohio luncheon/meeting in Montgomery.
- Tony Chesney attended CT Consultants Construction workshop at the Sharonville Convention Center.

Fire Department

All members of the fire department received on-site annual physicals.

Responded to 3 fire alarms and fire drills during the month.

Residential Services

Picked up 8 dead animals, 5 of which were deer. Curbside brush service resumed January 3.

Police Activity

During the month of December, the Police Department received 1,078 calls for service and 481 PSAP 911 calls and non-emergency calls. There were 80 citations issued for Mayor's Court last month, 6 were for Municipal Court and 2 were for Juvenile Court. Vehicle accidents totaled 21 (3 claims were reported for personal injury) during the month. Minor misdemeanor citations resulted in 7 drug offenses, 1 open container and 1 tax violation.

Fire Activity

During the month of December, there were 54 reports taken by the Fire Department. Of the 54 reports, the department responded to motor vehicle accidents, hazardous conditions, service calls, lifting assistance, smoke detector alarms, fire alarms, carbon monoxide detector alarms, severe weather, fire inspections and fire training.

Duke Energy Central Corridor Pipeline Extension Project

As you may already be aware, a public information meeting has been announced by Duke Energy. The open house format will have formal presentations at 6 p.m. and 7:30 p.m. The meeting details, which were also shared in the Village's January E-News, are as follows:

Thursday, January 26, 2017
Duke Energy Informational Open House
Crowne Plaza Blue Ash
5901 Pfeiffer Road, Blue Ash, OH 45242
Open house from 5:30 p.m. to 7:30 p.m.
Presentations at 6 p.m. and 7:30 p.m.

Miscellaneous

The following are dates for the 2017 regular council meetings occurring on the second Monday each month for Village Council to review. Council may reschedule a regularly scheduled meeting by motion at a regular meeting, if it so desires, to accommodate scheduling conflicts including holidays. A review of The Jewish Holiday Calendar shows that April 10 falls on the first night of Passover and October 9 falls during Sukkot.

2017 Council Meeting Dates

February 13
March 13
April 10 First night of Passover (April 11-18)
May 8
June 12
July 10

August 14
September 11
October 9 Sukkot (October 5-11)
November 13
December 11

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

Scot F. Lahrmer
Village Manager

PASSED:
BY:

ORDINANCE NO. 2017-3

ORDINANCE AUTHORIZING ADDENDUM TO VILLAGE MANAGER'S
EMPLOYMENT CONTRACT

WHEREAS, Council entered into an employment agreement with Village Manager, Scot Lahrmer, in October 2013;

WHEREAS, Council met and conducted a performance evaluation and appraisal of the Village Manager, and has found that Mr. Lahrmer has diligently and admirably represented the Village, and that Mr. Lahrmer's performance warrants an increase in his compensation by four (4) percent retroactive to January 1, 2017, as well as a one-time merit bonus of five thousand dollars (\$5,000);

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

SECTION 1: That the Village Mayor be, and hereby is, authorized and directed to enter into an Addendum to the Employment Agreement with the Village Manager, substantially in the form as attached hereto, in order to amend the Agreement to increase Mr. Lahrmer's annual compensation by four percent, i.e. to \$109,262.40.

SECTION 2: The increase in the Manager's compensation as authorized herein shall be effective retroactive to January 1, 2017.

SECTION 3: Council hereby authorizes and directs that the Manager be paid \$5,000.00 as a one-time merit bonus for his service to the Village.

SECTION 4: This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety, and it shall go into effect forthwith. The reason for such emergency is to timely effect a retroactive change in the Manager's compensation and to ensure the continued efficient operations of the Village.

Passed this _____ day of _____, 2017.

Mayor Thomas C. Muething

Attest:

Nicole Browder, 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 _____, 2017, the forgoing 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.

Nicole Browder, Clerk of Council

ADDENDUM NO. 3 TO
EMPLOYMENT AGREEMENT FOR VILLAGE MANAGER

This Addendum is made and entered into this ____ day of January, 2017, to the Employment Agreement for Village Manager dated October 15, 2013 (the "Agreement"), by and between the Village of Amberley, Ohio ("Village" or "Employer") and Scot Lahrmer ("Lahrmer" or "Employee") (collectively, the "Parties").

The Parties hereby agree that Section 2 of the Agreement is amended and replaced in its entirety by the following:

"2. Employee's annual base salary shall be \$109,262.40 per year payable in installments in the same manner and same time as other employees of the Village are paid."

All other terms and provisions of the Agreement remain in full force and effect.

IN WITNESS THEREOF, the parties have executed this Addendum on the date written above.

THE VILLAGE OF AMBERLEY:

By:_____
Thomas C. Muething, Mayor

By:_____
Nicole Browder, Clerk of Council

Approved as to form:

By:_____
Kevin Frank, Village Solicitor

SCOT F. LAHRMER
