



COUNCIL MEETING AGENDA
September 11, 2017 at 6:30 PM

ROLL CALL

PLEDGE OF ALLEGIANCE

MINUTES

1. Regular Council Meeting of August 14, 2017

FINANCE REPORT

1. Month of July 2017

GUEST SPEAKER

1. Bob Krueger, Topic: Amberley Village's First Chief of Police William Krueger

COMMITTEE REPORTS:

STREETS, PUBLIC UTILITIES & SEWERS COMMITTEE

1. Resolution 2017-27, Authorizing Contract with Rumpke for Solid Waste Disposal and Recycling Services
2. Resolution 2017-28, Authorizing the Village Manager to Prepare and Submit an Application to Participate in the Ohio Public Works Commission State Capital Improvement and Local Transportation Improvement Programs
3. Resolution 2017-29, Authorizing Agreement with the Center for Local Government to Participate in Public Works Mutual Aid Pact

POLICE AND FIRE COMMITTEE

1. Ordinance 2017-09, Ordinance Authorizing the Hiring of Auxiliary Peace Officers and Establishing the Auxiliary Police Unit

COMPENSATION & BENEFITS COMMITTEE

1. Update on Plan Year Summary for the Center for Local Government Benefits Pool

HEALTH, EDUCATION & WELFARE COMMITTEE

LAND DEVELOPMENT COMMITTEE

1. Resolution 2017-30, Authorizing Easements to Duke Energy and Schuermann Properties to Enable Utility Connection to Mercy Development at North Site

MANAGER'S REPORT

1. Village Manager's Report

CHIEF'S REPORT

MAYOR'S REPORT

NEW BUSINESS

ADJOURNMENT

**MINUTES OF THE REGULAR MEETING
AMBERLEY VILLAGE COUNCIL
MONDAY, AUGUST 14, 2017**

The Council of Amberley Village, Ohio met in regular session at the Amberley Village Municipal Building, 7149 Ridge Road on Monday, August 14, 2017 at 6:30 p.m. Mayor Muething called the meeting to order. The following roll call was taken:

PRESENT:

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

ALSO PRESENT:

Chief Rich Wallace, Police-Fire Department
Nicole Browder, Clerk of Council
Kevin Frank, Village Solicitor
Rick Kay, Village Treasurer
Scot Lahrmer, Village Manager

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 July 10, 2017 meeting minutes as distributed. There being none, he stated the minutes were accepted as submitted.

FINANCE REPORT

Village Manager Scot Lahrmer presented the June, 2017, 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 June totaled \$257,574. The total General Fund Revenue for the month of June was \$258,354 while expenses equaled \$266,933. At the end of June, the unencumbered General Fund balance was \$5,308,424. The report was accepted as submitted.

LAND DEVELOPMENT COMMITTEE

Mayor Muething reported that the committee met on July 31 and discussed two resolutions for council's consideration. Resolution 2017-25 authorizes a contract with MKSK Landscape Architecture. He explained that as council discussed during the 2017 planning process, there is a need to get help for the Village Manager to address land planning issues, especially the Amberley Green. He noted that the Village held off until the process was at the appropriate point as it is now with the letter of intent from the Jewish Community Center (JCC) and the next phase of their consideration of work they might want to do on the Amberley Green.

Mayor Muething shared that the village has a resident, Frank Davis, who has agreed to assist as the land planning is considered. Mr. Davis is retired from the City of Montgomery as the Development Director and is very passionate about the property. Mr. Davis helped the Village Manager to consider three firms for proposals: Bayer Becker, Kleiningers, and MKSK. The Village Manager and Frank Davis considered the proposals and made a recommendation to employ MKSK. Mayor Muething stated there will be two phases: (1) to review the JCC proposal; and (2) to review the balance of the property.

Mayor Muething moved to approve Resolution 2017-25, Authorizing a Contract with MKSK Landscape Architecture for the Planning and Development of Amberley Green. He noted that

the Land Development Committee unanimously recommended MKSK. Seconded by Ms. Wolf and the motion carried unanimously.

Mr. Hattenbach asked if the work would be completed in six months from the date of execution or if it would be six months' worth of work. Mr. Lahrmer confirmed that it would be six months' worth of work. Mayor Muething added that the contract estimate is \$15,500.

Ms. Kamine expressed her support and thanked the Village Manager and MKSK. She stated it was a really important step to have this professional guidance and help the council understand our asset, and to look at what is realistic and what is not. Ms. Kamine stated that it is imperative when working with the JCC and this is part of our due diligence. She clarified that this is not asking MKSK to draw out the plan of what will go on the property, nor will public comment be skipped over and that is not the goal. She stated it was work related to land use and she was very confident that MKSK was the right choice, and that she looks forward to working with the firm.

Mayor Muething reported that the construction of the Mercy Health medical office building on the North Site has been underway since April. As with any development, easements are necessary for things like utilities. This easement being presented was for electric coming into the building. It will be underground from the edge of the service drive into the parking lot for 15 feet. Future easements for gas and sewer work will be considered in the future. Mayor Muething moved to approve Resolution 2017-26, Authorizing the Village Manager to Grant Duke Energy an Electric Easement on the North Site Property. Seconded by Mr. Hattenbach and the motion carried unanimously.

MANAGER'S REPORT

Mr. Lahrmer reported that there has been an increase in property maintenance complaints. He stated a significant number of letters have been sent out. The August E-News informed residents on how to report on a property and a postcard will be mailed to all residents that tell them what to pay attention to and when to get permits for projects.

Mr. Lahrmer announced that staff submitted a grant to receive funding for the asbestos remediation at the Amberley Green clubhouse. The grant was awarded in the amount of \$20,000 from the Urban Land Assistance program. The Village will also receive \$10,000 from the Community Development Block Grant. The total cost for remediation is \$90-95,000. Mr. Lahrmer stated that the Village is pleased to receive the grant funds to assist in that expense.

Mr. Lahrmer recognized Police-Fire Officer Chris Fritsch. He stated that in March council approved the acceptance of donation funds received for the purchase of a new Hamilton County Dive Boat. He stated the boat has been in use and most recently responded on July 30 in the Whitewater River for a fisherman underwater. Mr. Lahrmer noted that P.O. Fritsch was a responder in that situation. He reported that the association is appreciative of the Village's actions. He stated that the Hamilton County Police Association is now in search of donations for a vehicle to pull the boat.

Mr. Lahrmer announced that the Village will participate in City Hall Selfie Day on August 15 and encouraged everyone to post a selfie taken in front of the municipal building to show pride in local government.

Mayor Muething commented that the Hamilton County Dive boat is part of the Hamilton County Police Association to which donation monies were received for its purchase. He stated the

association works with multiple participating communities. The Village received the donation on behalf of the association and then expended it for the boat which makes the Village the legal owner of the boat. He clarified that it was not Amberley funds that purchased the boat. The work of the association is very important and something that one agency could not do on its own. He noted the members of the dive team are from all over Hamilton County.

Mr. Warren asked if the construction of the medical building on the North Site was on schedule for the end of the year. Mr. Lahrmer confirmed that the building is under construction, on-time, and is slated to open for business on January 1.

CHIEF'S REPORT

Chief Wallace reported that the Village has experienced an increase in car break-ins. He stated two groups were going around town and there have been arrests. He noted that the cars were left unlocked with valuables inside. He asked residents to report any suspicious activity to the police department right away. He stated that he had received information in other instances that have helped prevent crimes. He reminded everyone if you see something, say something.

MAYOR'S REPORT

Mayor Muething stated that all members of council received a communication from Angela Robertshaw of Pleasant Ridge Montessori School asking the Village for a nomination for the Local School Decision Making Committee representative for the Pleasant Ridge Montessori School. He stated that the school is looking for a community member passionate about schools and the individual is not required to have children enrolled at the school.

Ms. Conway asked if the procedure was a vote by council or an appointment by the mayor. Mayor Muething responded that this item is not in the Charter; therefore, he believes it should be an appointment by council.

NEW BUSINESS

Ms. Wolf reported on behalf of Adath Israel stating their kosher barbeque event went great. She shared that resident Merrie Stillpass was in charge of security and logistics who extended her thanks to the police and public works department for having everything run smoothly.

Ms. Kamine expressed her thanks as well and stated it was an amazing event, well attended. She noted it was a good cross-section of the community.

Ms. Wolf shared a copy of a letter from the Cincinnati Board of Rabbis and noted there are many in Amberley. She stated it was a beautiful letter speaking to the transgender community and how Judaism accepts the transgender community.

Mayor Muething reminded everyone of the Village's Ice Cream Social which is on Sunday, August 20 from 6-8 p.m. He stated Amy Rubenstein has been working on it along with the Chief's team. It will be here on Village grounds and there will be activities for kids.

There being no further business, the Mayor adjourned the meeting.

Nicole Browder, Clerk of Council

Mayor Thomas C. Muething

TO: Village Council

FROM: Scot F. Lahrmer, Village Manager

DATE: August 3, 2017

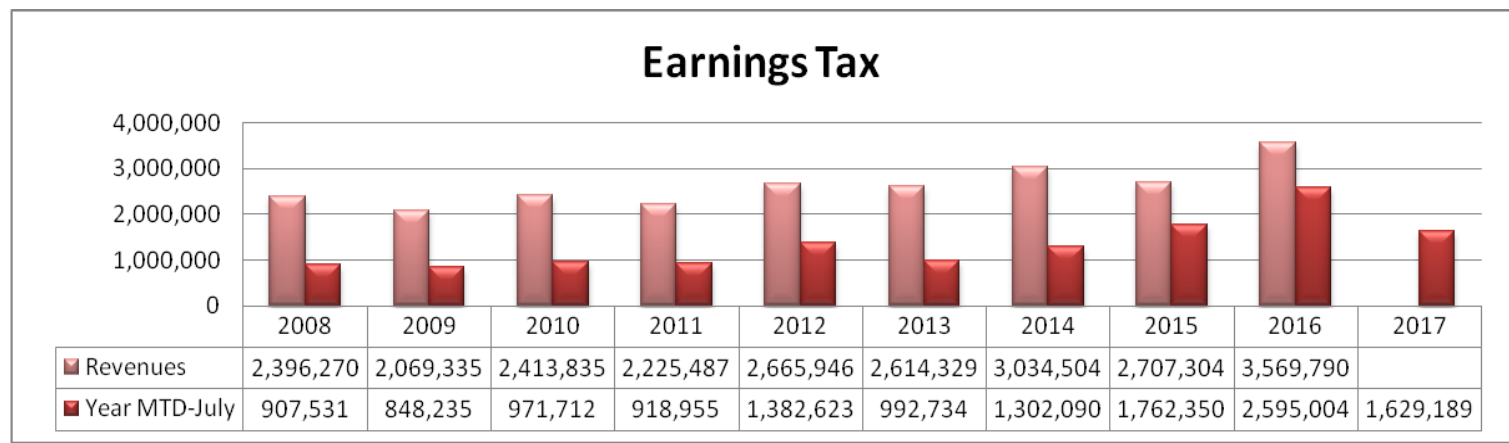
RE: Finance Report for July, 2017

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 July totaled \$137,400. This is down 28.5% from July 2016's collection of \$192,288. The total amount received for earnings tax year to date is \$1,629,189. The earnings tax collection estimate for 2017 is \$3,000,000. Earnings tax continues to be the Village's primary revenue source. This chart shows how the earnings tax has tracked since 2008 and also reflects the amount collected year to date for each of the last 10 years.

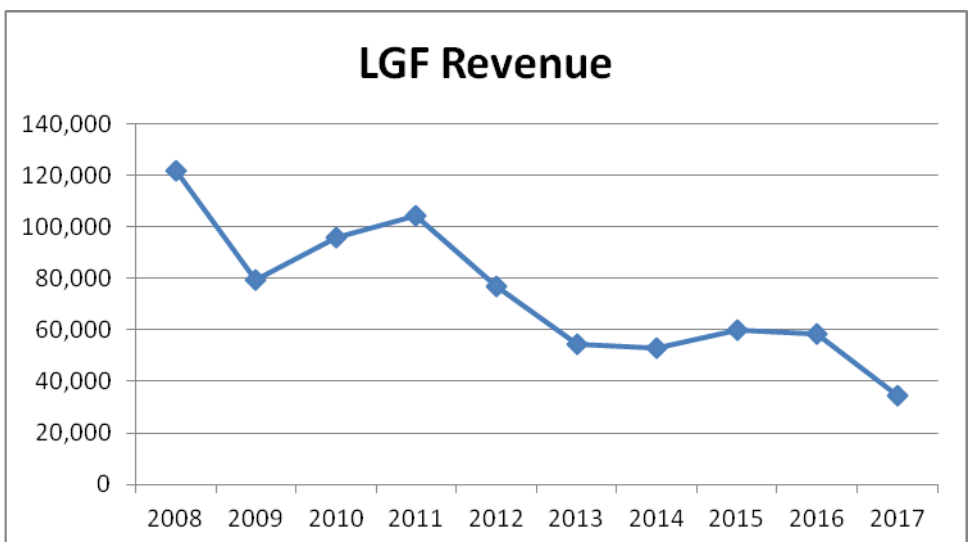


Property Tax

The Village received an advance on real estate property tax in the month of July of \$350,000.

Local Government Fund

The Local Government Fund netted \$5,897 for July. The graph highlights the LGF Revenue for the years 2006-July 2017. The projection for 2017 is \$57,282.

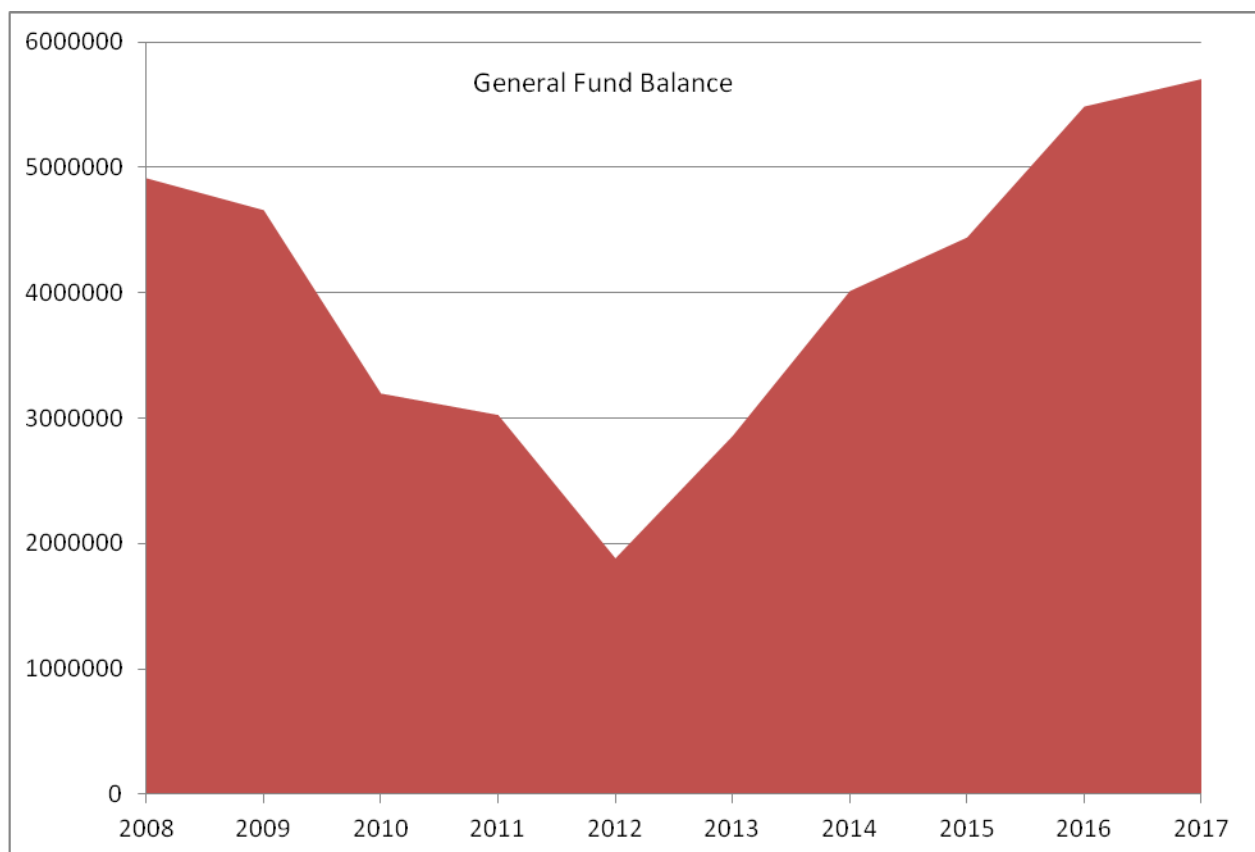


General Fund Summary

Revenue for the month of July totaled \$561,844.

2017 Earnings Tax Estimate:	\$3,000,000	
Earnings Tax Collected (as of 7/31/17)	\$1,629,189	54.3% collected
2017 Revenue Estimate:	\$4,814,192	
Revenue Collected (as of 7/31/17)	\$3,117,122	64.75% collected
Expenses for July totaled:	\$ 206,344	
2017 Budget:	\$4,675,000	
Expenditures (as of 7/31/17)	\$2,493,604	53.34% spent

The unencumbered General Fund balance as of the end of July is \$5,701,186.



If you have any questions, please let me know.

Revenue Status
By Fund Then Revenue
As Of 7/31/2017

UAN v2017.2

Fund: 1000 General

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
1000-110-0000	General Property Tax - Real Estate	\$939,608.00	\$867,259.63	\$72,348.37	92.300%
1000-120-0000	Tangible Personal Property Tax	\$0.00	\$0.00	\$0.00	0.000%
1000-130-0000	Municipal Income Tax	\$3,000,000.00	\$1,629,189.03	\$1,370,810.97	54.306%
	Property and Other Local Taxes Sub-Total:	\$3,939,608.00	\$2,496,448.66	\$1,443,159.34	63.368%
1000-211-0000	Local Government Distribution	\$57,282.64	\$34,617.05	\$22,665.59	60.432%
1000-224-0000	Liquor and Beer Permit Fees	\$1,000.00	\$119.00	\$881.00	11.900%
1000-231-0000	Property Tax Allocation	\$144,452.00	\$73,439.32	\$71,012.68	50.840%
1000-290-0000	Other - State Shared Taxes and Permits	\$15,000.00	\$2,509.01	\$12,490.99	16.727%
1000-290-0011	Other - State Shared Taxes and Permits{JEDZ}	\$115,500.00	\$59,186.62	\$56,313.38	51.244%
	State Shared Taxes and Permits Sub-Total:	\$333,234.64	\$169,871.00	\$163,363.64	50.976%
1000-390-0000	Other - Special Assessments	\$0.00	\$0.00	\$0.00	0.000%
1000-390-0071	Other - Special Assessments{Property Maintenance}	\$0.00	\$0.00	\$0.00	0.000%
	Special Assessments Sub-Total:	\$0.00	\$0.00	\$0.00	0.000%
1000-411-0000	Federal - Restricted	\$0.00	\$4,040.00	-\$4,040.00	0.000%
1000-422-0021	State - Restricted{OAC 109:2-18-04 TRAINING}	\$0.00	\$3,520.00	-\$3,520.00	0.000%
1000-422-0022	State - Restricted{FIRE TRAINING}	\$0.00	\$0.00	\$0.00	0.000%
1000-422-0041	State - Restricted{K-9}	\$0.00	\$0.00	\$0.00	0.000%
1000-440-0041	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	\$7,856.34	\$7,143.66	52.376%
	Intergovernmental Sub-Total:	\$15,000.00	\$15,416.34	-\$416.34	102.776%
1000-512-0000	Contracts for Police Protection	\$4,000.00	\$5,170.71	-\$1,170.71	129.268%
1000-514-0000	Garbage and Trash	\$198,900.00	\$96,564.73	\$102,335.27	48.549%
1000-523-0000	Recreation Entry Fees	\$1,500.00	\$3,131.00	-\$1,631.00	208.733%
1000-529-0000	Other - Cultural and Recreational Programs	\$1,800.00	\$400.00	\$1,400.00	22.222%
1000-541-0000	Consumer Rent	\$90,000.00	\$52,767.82	\$37,232.18	58.631%
1000-590-0000	Other - Charges for Services	\$4,000.00	\$1,390.20	\$2,609.80	34.755%
	Charges for Services Sub-Total:	\$300,200.00	\$159,424.46	\$140,775.54	53.106%

Revenue Status
By Fund Then Revenue
As Of 7/31/2017

UAN v2017.2

Fund: 1000 General

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
1000-612-0000	Court Fines	\$68,250.00	\$48,775.00	\$19,475.00	71.465%
1000-612-0051	Court Fines{MAYOR'S COURT CREDIT CARD FEES}	\$0.00	\$453.00	-\$453.00	0.000%
1000-619-0000	Other - Fines and Forfeitures	\$100.00	\$210.00	-\$110.00	210.000%
1000-624-0000	Street Opening	\$0.00	\$0.00	\$0.00	0.000%
1000-625-0000	Cable Franchise Fees	\$56,000.00	\$32,292.93	\$23,707.07	57.666%
1000-629-0000	Other - Licenses and Permits	\$58,800.00	\$27,543.00	\$31,257.00	46.842%
	Fines, Licenses and Permits Sub-Total:	\$183,150.00	\$109,273.93	\$73,876.07	59.664%
1000-701-0000	Interest	\$40,000.00	\$29,139.88	\$10,860.12	72.850%
	Earnings on Investments Sub-Total:	\$40,000.00	\$29,139.88	\$10,860.12	72.850%
1000-820-0000	Contributions and Donations	\$0.00	\$250.00	-\$250.00	0.000%
1000-820-0023	Contributions and Donations{HC DIVE TEAM}	\$0.00	\$75,000.00	-\$75,000.00	0.000%
1000-820-0041	Contributions and Donations{K-9}	\$0.00	\$300.00	-\$300.00	0.000%
1000-892-0000	Other - Miscellaneous Non-Operating	\$3,000.00	\$47,493.51	-\$44,493.51	1583.117%
	Miscellaneous Sub-Total:	\$3,000.00	\$123,043.51	-\$120,043.51	4101.450%
1000-931-0000	Transfers - In	\$0.00	\$0.00	\$0.00	0.000%
1000-961-0000	Sale of Fixed Assets	\$0.00	\$3,990.86	-\$3,990.86	0.000%
1000-981-0000	Special Items	\$0.00	\$4,900.00	-\$4,900.00	0.000%
1000-982-0000	Extraordinary Items	\$0.00	\$5,613.37	-\$5,613.37	0.000%
1000-999-0000	Other - Other Financing Sources	\$0.00	\$0.00	\$0.00	0.000%
	Other Financing Sources Sub-Total:	\$0.00	\$14,504.23	-\$14,504.23	0.000%
	Fund 1000 Sub-Total:	\$4,814,192.64	\$3,117,122.01	\$1,697,070.63	64.749%
	Report Total:	\$4,814,192.64	\$3,117,122.01	\$1,697,070.63	64.749%

AMBERLEY VILLAGE, HAMILTON COUNTY

8/3/2017 11:09:18 AM

Fund Summary

UAN v2017.2

July 2017

Fund #	Fund Name	Starting Fund Balance	Month To Date Revenue	Year To Date Revenue	Month To Date Expenditures	Year To Date Expenditures	Ending Fund Balance	Current Reserve for Encumbrance	Unencumbered Fund Balance
1000	General	\$5,994,957.22	\$561,844.08	\$3,117,122.01	\$206,344.28	\$2,493,604.83	\$6,350,457.02	\$649,270.10	\$5,701,186.92
2011	Street Construction, Maint. and Repair	\$445,355.03	\$14,250.60	\$100,125.48	\$0.00	\$424,755.93	\$459,605.63	\$364,028.89	\$95,576.74
2051	Federal Grant	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2091	Law Enforcement Trust	\$17,868.80	\$1,452.00	\$10,035.00	\$375.00	\$6,013.25	\$18,945.80	\$0.00	\$18,945.80
2101	Permissive Motor Vehicle License Tax	\$73,044.22	\$2,793.52	\$17,245.77	\$0.00	\$0.00	\$75,837.74	\$0.00	\$75,837.74
2131	Police Disability and Pension	\$27,178.55	\$15,000.00	\$41,450.55	\$0.00	\$25,250.95	\$42,178.55	\$0.00	\$42,178.55
2901	MAYOR'S COURT COMPUTER FUND	\$9,264.84	\$790.00	\$5,430.00	\$0.00	\$5,759.96	\$10,054.84	\$2,538.00	\$7,516.84
2902	POLICE LEVY FUND	\$308,078.31	\$540,177.56	\$1,423,262.13	\$215,577.28	\$851,432.13	\$632,678.59	\$21,577.34	\$611,101.25
2903	PSAP 911 FUND	\$16,616.24	\$0.00	\$12,993.80	\$1,000.00	\$12,667.76	\$15,616.24	\$5,000.00	\$10,616.24
2904	EMPLOYEE SEVERANCE FUND	\$95,177.81	\$0.00	\$0.00	\$0.00	\$0.00	\$95,177.81	\$0.00	\$95,177.81
2905	WE THRIVE GRANT FUND	\$3,475.71	\$0.00	\$0.00	\$0.00	\$311.52	\$3,475.71	\$688.48	\$2,787.23
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	\$112,988.50	\$0.00	\$0.00	\$13,643.00	\$93,999.08	\$99,345.50	\$784.42	\$98,561.08
4902	Capital Projects-PUBLIC FACILITIES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4903	Capital Projects-VILLAGE LAND	\$1,204.12	\$0.00	\$0.00	\$0.00	\$0.00	\$1,204.12	\$0.00	\$1,204.12
5901	STORM WATER UTILITY	\$327,282.13	\$166.22	\$112,778.00	\$106,290.72	\$370,494.37	\$221,157.63	\$59,718.67	\$161,438.96
9101	Unclaimed Monies	\$14,957.58	\$0.00	\$0.00	\$0.00	\$0.00	\$14,957.58	\$0.00	\$14,957.58
9901	MAYOR'S COURT Agency	\$10,226.52	\$12,678.00	\$88,024.00	\$11,664.00	\$85,120.00	\$11,240.52	\$0.00	\$11,240.52
9902	EMPLOYEES HEALTH INSURANCE Agency	\$0.00	\$4,869.80	\$33,600.62	\$0.00	\$28,730.82	\$4,869.80	\$4,869.80	\$0.00
9903	VALLEY BAND ESCROW	\$25,088.44	\$0.00	\$0.00	\$436.00	\$436.00	\$24,652.44	\$0.00	\$24,652.44
9904	Kenwood SWJEDZ Agency	\$165,450.65	\$117,028.62	\$685,264.97	\$42.95	\$514,944.42	\$282,436.32	\$187.00	\$282,249.32
9905	Kenwood SWJEDZ Escrow Agency	\$10,005.68	\$0.00	\$10,297.97	\$2,218.44	\$4,344.73	\$7,787.24	\$0.00	\$7,787.24
9906	Kenwood SWJEDZ Long-Term Maint. Agency	\$5,320.77	\$0.00	\$5,148.98	\$0.00	\$5,677.00	\$5,320.77	\$0.00	\$5,320.77
Report Total:		<u>\$7,663,541.12</u>	<u>\$1,271,050.40</u>	<u>\$5,662,779.28</u>	<u>\$557,591.67</u>	<u>\$4,923,542.75</u>	<u>\$8,376,999.85</u>	<u>\$1,108,662.70</u>	<u>\$7,268,337.15</u>

AMBERLEY VILLAGE, HAMILTON COUNTY
Appropriation Summary
July 2017

8/3/2017 11:11:00 AM

UAN v2017.2

	Reserved for Encumbrance 12/31 Less Adjustment	Final Appropriation	Total Appropriations	Month To Date Expenditures	Year to Date Expenditures	Current Reserve for Encumbrance	Unencumbered Balance	YTD % Expenditures
1000 - General								
Security of Persons and Property								
Police Enforcement								
Personal Services	\$8,650.78	\$667,651.00	\$676,301.78	\$32.90	\$433,010.30	\$0.00	\$243,291.48	64.026%
Employee Fringe Benefits	\$0.00	\$245,175.00	\$245,175.00	\$1,951.34	\$169,060.76	\$23,213.51	\$52,900.73	68.955%
Contractual Services	\$188.00	\$162,704.00	\$162,892.00	\$6,691.44	\$62,058.44	\$52,193.56	\$48,640.00	38.098%
Supplies and Materials	\$5,542.51	\$103,800.00	\$109,342.51	\$4,964.40	\$63,881.12	\$26,613.77	\$18,847.62	58.423%
Capital Outlay	\$0.00	\$155,700.00	\$155,700.00	\$5,020.00	\$107,065.71	\$29,320.00	\$19,314.29	68.764%
Total Police Enforcement	\$14,381.29	\$1,335,030.00	\$1,349,411.29	\$18,660.08	\$835,076.33	\$131,340.84	\$382,994.12	
Fire Fighting, Prevention and Inspection								
Personal Services	\$1,989.92	\$179,333.00	\$181,322.92	\$20,380.71	\$120,446.16	\$2,955.87	\$57,920.89	66.426%
Employee Fringe Benefits	\$0.00	\$43,500.00	\$43,500.00	\$2,776.72	\$26,029.40	\$0.00	\$17,470.60	59.838%
Contractual Services	\$500.00	\$56,604.00	\$57,104.00	\$1,217.80	\$22,361.09	\$21,908.42	\$12,834.49	39.159%
Supplies and Materials	\$0.00	\$36,300.00	\$36,300.00	\$1,668.53	\$19,419.79	\$14,929.21	\$1,951.00	53.498%
Capital Outlay	\$0.00	\$12,300.00	\$12,300.00	\$0.00	\$12,300.00	\$0.00	\$0.00	100.000%
Total Fire Fighting, Prevention and Inspection	\$2,489.92	\$328,037.00	\$330,526.92	\$26,043.76	\$200,556.44	\$39,793.50	\$90,176.98	
Total Security of Persons and Property	\$16,871.21	\$1,663,067.00	\$1,679,938.21	\$44,703.84	\$1,035,632.77	\$171,134.34	\$473,171.10	
Public Health Services								
Payment to County Health District								
Contractual Services	\$0.00	\$10,671.00	\$10,671.00	\$0.00	\$5,335.38	\$0.00	\$5,335.62	49.999%
Total Payment to County Health District	\$0.00	\$10,671.00	\$10,671.00	\$0.00	\$5,335.38	\$0.00	\$5,335.62	
Other Public Health Services								
Contractual Services	\$0.00	\$144,200.00	\$144,200.00	\$0.00	\$72,100.00	\$72,100.00	\$0.00	50.000%
Total Other Public Health Services	\$0.00	\$144,200.00	\$144,200.00	\$0.00	\$72,100.00	\$72,100.00	\$0.00	
Total Public Health Services	\$0.00	\$154,871.00	\$154,871.00	\$0.00	\$77,435.38	\$72,100.00	\$5,335.62	
Basic Utility Services								
Waste Collection - Refuse Collection and Disp								
Contractual Services	\$0.00	\$199,053.00	\$199,053.00	\$0.00	\$97,130.88	\$97,869.12	\$4,053.00	48.796%
Total Waste Collection - Refuse Collection and Disp	\$0.00	\$199,053.00	\$199,053.00	\$0.00	\$97,130.88	\$97,869.12	\$4,053.00	
Total Basic Utility Services	\$0.00	\$199,053.00	\$199,053.00	\$0.00	\$97,130.88	\$97,869.12	\$4,053.00	
Transportation								
Other Transportation								
Personal Services	\$3,501.82	\$420,347.00	\$423,848.82	\$28,122.24	\$207,503.56	\$3,423.08	\$212,922.18	48.957%
Employee Fringe Benefits	\$0.00	\$172,200.53	\$172,200.53	\$19,128.66	\$95,716.45	\$9,044.06	\$67,440.02	55.584%
Contractual Services	\$0.00	\$105,763.49	\$105,763.49	\$7,142.86	\$31,418.35	\$27,229.49	\$47,115.65	29.706%
Supplies and Materials	\$3,490.90	\$192,962.59	\$196,453.49	\$5,088.42	\$89,048.94	\$43,549.96	\$63,854.59	45.328%
Capital Outlay	\$1,305.00	\$16,400.00	\$17,705.00	\$0.00	\$14,960.69	\$772.81	\$1,971.50	84.500%
Total Other Transportation	\$8,297.72	\$907,673.61	\$915,971.33	\$59,482.18	\$438,647.99	\$84,019.40	\$393,303.94	
Total Transportation	\$8,297.72	\$907,673.61	\$915,971.33	\$59,482.18	\$438,647.99	\$84,019.40	\$393,303.94	
General Government								
Mayor and Administrative Offices								
Personal Services	\$2,514.92	\$336,366.00	\$338,880.92	\$24,458.15	\$185,745.18	\$3,024.08	\$150,111.66	54.811%
Employee Fringe Benefits	\$0.00	\$94,418.02	\$94,418.02	\$9,343.17	\$54,996.95	\$3,371.54	\$36,049.53	58.248%
Contractual Services	\$0.00	\$96,584.00	\$96,584.00	\$2,842.49	\$42,086.33	\$33,339.18	\$21,158.49	43.575%

Report reflects selected information.

Page 1 of 8

AMBERLEY VILLAGE, HAMILTON COUNTY
Appropriation Summary
 July 2017

8/3/2017 11:11:00 AM

UAN v2017.2

	Reserved for Encumbrance 12/31 Less Adjustment	Final Appropriation	Total Appropriations	Month To Date Expenditures	Year to Date Expenditures	Current Reserve for Encumbrance	Unencumbered Balance	YTD % Expenditures
Supplies and Materials	\$23.86	\$4,515.00	\$4,538.86	\$233.63	\$2,428.71	\$852.43	\$1,257.72	53.509%
Total Mayor and Administrative Offices	\$2,538.78	\$531,883.02	\$534,421.80	\$36,877.44	\$285,257.17	\$40,587.23	\$208,577.40	
Legislative Activities								
Personal Services	\$50.00	\$10,800.00	\$10,850.00	\$838.75	\$6,138.00	\$62.00	\$4,650.00	56.571%
Employee Fringe Benefits	\$0.00	\$2,735.00	\$2,735.00	\$92.40	\$653.80	\$0.00	\$2,081.20	23.905%
Contractual Services	\$0.00	\$58,870.00	\$58,870.00	\$1,360.55	\$24,591.99	\$14,501.01	\$19,777.00	41.773%
Supplies and Materials	\$0.00	\$1,250.00	\$1,250.00	\$0.00	\$0.00	\$1,250.00	\$0.00	0.000%
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Total Legislative Activities	\$50.00	\$73,655.00	\$73,705.00	\$2,291.70	\$31,383.79	\$15,813.01	\$26,508.20	
Mayor's Court								
Contractual Services	\$1,300.00	\$21,218.00	\$22,518.00	\$1,500.00	\$11,465.00	\$9,835.00	\$1,218.00	50.915%
Supplies and Materials	\$0.00	\$500.00	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0.000%
Total Mayor's Court	\$1,300.00	\$21,718.00	\$23,018.00	\$1,500.00	\$11,465.00	\$9,835.00	\$1,718.00	
Clerk - Treasurer								
Personal Services	\$12.50	\$1,500.00	\$1,512.50	\$122.50	\$872.50	\$15.00	\$625.00	57.686%
Employee Fringe Benefits	\$0.00	\$262.00	\$262.00	\$19.31	\$159.64	\$0.00	\$102.36	60.931%
Contractual Services	\$0.00	\$1,273.00	\$1,273.00	\$0.00	\$0.00	\$0.00	\$1,273.00	0.000%
Total Clerk - Treasurer	\$12.50	\$3,035.00	\$3,047.50	\$141.81	\$1,032.14	\$15.00	\$2,000.36	
Lands and Buildings								
Personal Services	\$257.43	\$56,605.00	\$56,862.43	\$5,540.44	\$48,244.53	\$686.75	\$7,931.15	84.844%
Employee Fringe Benefits	\$0.00	\$9,231.00	\$9,231.00	\$717.83	\$7,794.83	\$0.00	\$1,436.17	84.442%
Contractual Services	\$8,205.38	\$258,440.00	\$266,645.38	\$19,858.41	\$104,986.86	\$98,928.52	\$62,730.00	39.373%
Supplies and Materials	\$700.00	\$98,205.00	\$98,905.00	\$4,980.90	\$28,707.86	\$25,208.22	\$44,988.92	29.026%
Capital Outlay	\$0.00	\$29,800.00	\$29,800.00	\$389.00	\$389.00	\$9,450.24	\$19,960.76	1.305%
Total Lands and Buildings	\$9,162.81	\$452,281.00	\$461,443.81	\$31,486.58	\$190,123.08	\$134,273.73	\$137,047.00	
Boards and Commissions								
Personal Services	\$6.68	\$800.00	\$806.68	\$65.36	\$465.36	\$8.00	\$333.32	57.688%
Employee Fringe Benefits	\$0.00	\$124.00	\$124.00	\$10.28	\$71.96	\$0.00	\$52.04	58.032%
Total Boards and Commissions	\$6.68	\$924.00	\$930.68	\$75.64	\$537.32	\$8.00	\$385.36	
Solicitor								
Contractual Services	\$24,289.76	\$75,000.00	\$99,289.76	\$9,336.03	\$46,255.81	\$18,033.95	\$35,000.00	46.587%
Total Solicitor	\$24,289.76	\$75,000.00	\$99,289.76	\$9,336.03	\$46,255.81	\$18,033.95	\$35,000.00	
Income Tax Administration								
Personal Services	\$364.96	\$58,800.00	\$59,164.96	\$4,339.77	\$32,017.93	\$523.12	\$26,623.91	54.116%
Employee Fringe Benefits	\$0.00	\$25,691.00	\$25,691.00	\$3,349.04	\$14,627.09	\$1,330.53	\$9,733.38	56.935%
Contractual Services	\$0.00	\$14,720.00	\$14,720.00	\$290.77	\$5,908.34	\$3,187.66	\$5,624.00	40.138%
Supplies and Materials	\$0.00	\$640.00	\$640.00	\$0.00	\$99.99	\$540.01	\$0.00	15.623%
Total Income Tax Administration	\$364.96	\$99,851.00	\$100,215.96	\$7,979.58	\$52,653.35	\$5,581.32	\$41,981.29	
Tax Refunds								
Other	\$0.00	\$75,000.00	\$75,000.00	\$12,469.48	\$39,394.98	\$0.00	\$35,605.02	52.527%
Total Tax Refunds	\$0.00	\$75,000.00	\$75,000.00	\$12,469.48	\$39,394.98	\$0.00	\$35,605.02	
Other General Government								
Employee Fringe Benefits	\$0.00	\$75.00	\$75.00	\$0.00	\$0.00	\$0.00	\$75.00	0.000%
Supplies and Materials	\$0.00	\$1,050.00	\$1,050.00	\$0.00	\$1,041.80	\$0.00	\$8.20	99.219%

Report reflects selected information.

Page 2 of 8

AMBERLEY VILLAGE, HAMILTON COUNTY

8/3/2017 11:11:00 AM

Appropriation Summary

UAN v2017.2

July 2017

	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	\$0.00	\$250.00	\$250.00	\$0.00	\$0.00	\$0.00	\$250.00	0.000%
Total Other General Government	\$0.00	\$1,375.00	\$1,375.00	\$0.00	\$1,041.80	\$0.00	\$333.20	
Total General Government	\$37,725.49	\$1,334,722.02	\$1,372,447.51	\$102,158.26	\$659,144.44	\$224,147.24	\$489,155.83	
Other Financing Uses								
Transfers - Out	\$0.00	\$390,000.00	\$390,000.00	\$0.00	\$0.00	\$0.00	\$390,000.00	0.000%
Contingencies	\$0.00	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$0.00	\$20,000.00	0.000%
Other - Other Financing Uses	\$180,000.00	\$5,613.37	\$185,613.37	\$0.00	\$185,613.37	\$0.00	\$0.00	100.000%
Total Other Financing Uses	\$180,000.00	\$415,613.37	\$595,613.37	\$0.00	\$185,613.37	\$0.00	\$410,000.00	
Total 1000 - General	\$242,894.42	\$4,675,000.00	\$4,917,894.42	\$206,344.28	\$2,493,604.83	\$649,270.10	\$1,775,019.49	
2011 - Street Construction, Maint. and Repair								
Transportation								
Other Transportation								
Contractual Services	\$1,420.13	\$80,000.00	\$81,420.13	\$0.00	\$14,736.58	\$6,683.55	\$60,000.00	18.099%
Capital Outlay	\$460,414.25	\$582,146.00	\$1,042,560.25	\$0.00	\$410,019.35	\$357,345.34	\$275,195.56	39.328%
Total Other Transportation	\$461,834.38	\$662,146.00	\$1,123,980.38	\$0.00	\$424,755.93	\$364,028.89	\$335,195.56	
Total Transportation	\$461,834.38	\$662,146.00	\$1,123,980.38	\$0.00	\$424,755.93	\$364,028.89	\$335,195.56	
Total 2011 - Street Construction, Maint. and Repair	\$461,834.38	\$662,146.00	\$1,123,980.38	\$0.00	\$424,755.93	\$364,028.89	\$335,195.56	
2051 - Federal Grant								
Community Environment								
Other Community Environment								
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Total Other Community Environment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total Community Environment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total 2051 - Federal Grant	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
2091 - Law Enforcement Trust								
Security of Persons and Property								
Police Enforcement								
Contractual Services	\$0.00	\$500.00	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0.000%
Other	\$0.00	\$17,511.00	\$17,511.00	\$375.00	\$6,013.25	\$0.00	\$11,497.75	34.340%
Total Police Enforcement	\$0.00	\$18,011.00	\$18,011.00	\$375.00	\$6,013.25	\$0.00	\$11,997.75	
Total Security of Persons and Property	\$0.00	\$18,011.00	\$18,011.00	\$375.00	\$6,013.25	\$0.00	\$11,997.75	
Total 2091 - Law Enforcement Trust	\$0.00	\$18,011.00	\$18,011.00	\$375.00	\$6,013.25	\$0.00	\$11,997.75	
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	\$81,846.00	\$81,846.00	\$0.00	\$0.00	\$0.00	\$81,846.00	0.000%
Total Other Transportation	\$0.00	\$81,846.00	\$81,846.00	\$0.00	\$0.00	\$0.00	\$81,846.00	

Report reflects selected information.

Page 3 of 8

AMBERLEY VILLAGE, HAMILTON COUNTY
Appropriation Summary
 July 2017

8/3/2017 11:11:00 AM

UAN v2017.2

	Reserved for Encumbrance 12/31 Less Adjustment	Final Appropriation	Total Appropriations	Month To Date Expenditures	Year to Date Expenditures	Current Reserve for Encumbrance	Unencumbered Balance	YTD % Expenditures
Total Transportation	\$0.00	\$81,846.00	\$81,846.00	\$0.00	\$0.00	\$0.00	\$81,846.00	
Total 2101 - Permissive Motor Vehicle License Tax	\$0.00	\$81,846.00	\$81,846.00	\$0.00	\$0.00	\$0.00	\$81,846.00	
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	\$73,917.00	\$73,917.00	\$0.00	\$24,919.96	\$0.00	\$48,997.04	33.713%
Total Police Enforcement	\$0.00	\$73,917.00	\$73,917.00	\$0.00	\$24,919.96	\$0.00	\$48,997.04	
Total Security of Persons and Property	\$0.00	\$73,917.00	\$73,917.00	\$0.00	\$24,919.96	\$0.00	\$48,997.04	
General Government								
Auditor of State Fees								
Contractual Services	\$0.00	\$600.00	\$600.00	\$0.00	\$330.99	\$0.00	\$269.01	55.165%
Total Auditor of State Fees	\$0.00	\$600.00	\$600.00	\$0.00	\$330.99	\$0.00	\$269.01	
Total General Government	\$0.00	\$600.00	\$600.00	\$0.00	\$330.99	\$0.00	\$269.01	
Total 2131 - Police Disability and Pension	\$0.00	\$74,517.00	\$74,517.00	\$0.00	\$25,250.95	\$0.00	\$49,266.05	
2901 - MAYOR'S COURT COMPUTER FUND								
Security of Persons and Property								
Police Enforcement								
Supplies and Materials	\$0.00	\$2,400.00	\$2,400.00	\$0.00	\$2,128.99	\$0.00	\$271.01	88.708%
Capital Outlay	\$2,358.00	\$12,196.00	\$14,554.00	\$0.00	\$3,630.97	\$2,538.00	\$8,385.03	24.948%
Total Police Enforcement	\$2,358.00	\$14,596.00	\$16,954.00	\$0.00	\$5,759.96	\$2,538.00	\$8,656.04	
Total Security of Persons and Property	\$2,358.00	\$14,596.00	\$16,954.00	\$0.00	\$5,759.96	\$2,538.00	\$8,656.04	
Total 2901 - MAYOR'S COURT COMPUTER FUND	\$2,358.00	\$14,596.00	\$16,954.00	\$0.00	\$5,759.96	\$2,538.00	\$8,656.04	
2902 - POLICE LEVY FUND								
Security of Persons and Property								
Police Enforcement								
Personal Services	\$7,735.67	\$1,198,500.00	\$1,206,235.67	\$153,018.15	\$646,787.79	\$21,577.34	\$537,870.54	53.620%
Employee Fringe Benefits	\$0.00	\$399,500.00	\$399,500.00	\$62,559.13	\$193,611.39	\$0.00	\$205,888.61	48.463%
Contractual Services	\$0.00	\$20,000.00	\$20,000.00	\$0.00	\$11,032.95	\$0.00	\$8,967.05	55.165%
Total Police Enforcement	\$7,735.67	\$1,618,000.00	\$1,625,735.67	\$215,577.28	\$851,432.13	\$21,577.34	\$752,726.20	
Total Security of Persons and Property	\$7,735.67	\$1,618,000.00	\$1,625,735.67	\$215,577.28	\$851,432.13	\$21,577.34	\$752,726.20	
Total 2902 - POLICE LEVY FUND	\$7,735.67	\$1,618,000.00	\$1,625,735.67	\$215,577.28	\$851,432.13	\$21,577.34	\$752,726.20	
2903 - PSAP 911 FUND								
Security of Persons and Property								
Police Enforcement								
Contractual Services	\$0.00	\$12,000.00	\$12,000.00	\$1,000.00	\$7,000.00	\$5,000.00	\$0.00	58.333%
Capital Outlay	\$3,846.00	\$12,992.00	\$16,838.00	\$0.00	\$5,667.76	\$0.00	\$11,170.24	33.661%
Total Police Enforcement	\$3,846.00	\$24,992.00	\$28,838.00	\$1,000.00	\$12,667.76	\$5,000.00	\$11,170.24	

Report reflects selected information.

Page 4 of 8

AMBERLEY VILLAGE, HAMILTON COUNTY
Appropriation Summary
 July 2017

8/3/2017 11:11:00 AM

UAN v2017.2

	Reserved for Encumbrance 12/31 Less Adjustment	Final Appropriation	Total Appropriations	Month To Date Expenditures	Year to Date Expenditures	Current Reserve for Encumbrance	Unencumbered Balance	YTD % Expenditures
Total Security of Persons and Property	\$3,846.00	\$24,992.00	\$28,838.00	\$1,000.00	\$12,667.76	\$5,000.00	\$11,170.24	
Total 2903 - PSAP 911 FUND	\$3,846.00	\$24,992.00	\$28,838.00	\$1,000.00	\$12,667.76	\$5,000.00	\$11,170.24	
2904 - EMPLOYEE SEVERANCE FUND								
Security of Persons and Property								
Police Enforcement								
Personal Services	\$0.00	\$133,227.00	\$133,227.00	\$0.00	\$0.00	\$0.00	\$133,227.00	0.000%
Employee Fringe Benefits	\$0.00	\$1,950.00	\$1,950.00	\$0.00	\$0.00	\$0.00	\$1,950.00	0.000%
Total Police Enforcement	\$0.00	\$135,177.00	\$135,177.00	\$0.00	\$0.00	\$0.00	\$135,177.00	
Total Security of Persons and Property	\$0.00	\$135,177.00	\$135,177.00	\$0.00	\$0.00	\$0.00	\$135,177.00	
Transportation								
Other Transportation								
Personal Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Employee Fringe Benefits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Total Other Transportation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total Transportation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Other Financing Uses								
Contingencies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Total Other Financing Uses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total 2904 - EMPLOYEE SEVERANCE FUND	\$0.00	\$135,177.00	\$135,177.00	\$0.00	\$0.00	\$0.00	\$135,177.00	
2905 - WE THRIVE GRANT FUND								
Community Environment								
Other Community Environment								
Other	\$0.00	\$3,468.27	\$3,468.27	\$0.00	\$311.52	\$688.48	\$2,468.27	8.982%
Total Other Community Environment	\$0.00	\$3,468.27	\$3,468.27	\$0.00	\$311.52	\$688.48	\$2,468.27	
Total Community Environment	\$0.00	\$3,468.27	\$3,468.27	\$0.00	\$311.52	\$688.48	\$2,468.27	
Total 2905 - WE THRIVE GRANT FUND	\$0.00	\$3,468.27	\$3,468.27	\$0.00	\$311.52	\$688.48	\$2,468.27	
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	\$38,483.50	\$303,300.00	\$341,783.50	\$13,643.00	\$93,999.08	\$784.42	\$247,000.00	27.503%
Total Capital Outlay	\$38,483.50	\$303,300.00	\$341,783.50	\$13,643.00	\$93,999.08	\$784.42	\$247,000.00	

Report reflects selected information.

AMBERLEY VILLAGE, HAMILTON COUNTY
Appropriation Summary
July 2017

8/3/2017 11:11:00 AM

UAN v2017.2

	Reserved for Encumbrance 12/31 Less Adjustment	Final Appropriation	Total Appropriations	Month To Date Expenditures	Year to Date Expenditures	Current Reserve for Encumbrance	Unencumbered Balance	YTD % Expenditures
Total Capital Outlay	\$38,483.50	\$303,300.00	\$341,783.50	\$13,643.00	\$93,999.08	\$784.42	\$247,000.00	
Total 4901 - CAPITAL PROJECTS	\$38,483.50	\$303,300.00	\$341,783.50	\$13,643.00	\$93,999.08	\$784.42	\$247,000.00	
4902 - Capital Projects-PUBLIC FACILITIES								
Capital Outlay								
Capital Outlay								
Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Total Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total 4902 - Capital Projects-PUBLIC FACILITIES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
4903 - Capital Projects-VILLAGE LAND								
Capital Outlay								
Capital Outlay								
Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Total Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total 4903 - Capital Projects-VILLAGE LAND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
5901 - STORM WATER UTILITY								
Transportation								
Storm Sewers and Drains								
Personal Services	\$16.58	\$25,983.00	\$25,999.58	\$1,811.04	\$12,707.57	\$194.14	\$13,097.87	48.876%
Employee Fringe Benefits	\$0.00	\$4,017.00	\$4,017.00	\$548.17	\$1,781.35	\$0.00	\$2,235.65	44.345%
Contractual Services	\$6,270.68	\$120,000.00	\$126,270.68	\$0.00	\$9,496.90	\$26,773.78	\$90,000.00	7.521%
Supplies and Materials	\$0.00	\$20,000.00	\$20,000.00	\$3,231.51	\$7,960.75	\$2,039.25	\$10,000.00	39.804%
Capital Outlay	\$196,894.30	\$329,565.00	\$526,459.30	\$100,700.00	\$338,547.80	\$30,711.50	\$157,200.00	64.307%
Total Storm Sewers and Drains	\$203,181.56	\$499,565.00	\$702,746.56	\$106,290.72	\$370,494.37	\$59,718.67	\$272,533.52	
Total Transportation	\$203,181.56	\$499,565.00	\$702,746.56	\$106,290.72	\$370,494.37	\$59,718.67	\$272,533.52	
Total 5901 - STORM WATER UTILITY	\$203,181.56	\$499,565.00	\$702,746.56	\$106,290.72	\$370,494.37	\$59,718.67	\$272,533.52	
9101 - Unclaimed Monies								
Other Financing Uses								
Contingencies	\$0.00	\$14,957.58	\$14,957.58	\$0.00	\$0.00	\$0.00	\$14,957.58	0.000%
Total Other Financing Uses	\$0.00	\$14,957.58	\$14,957.58	\$0.00	\$0.00	\$0.00	\$14,957.58	
Total 9101 - Unclaimed Monies	\$0.00	\$14,957.58	\$14,957.58	\$0.00	\$0.00	\$0.00	\$14,957.58	
9901 - MAYOR'S COURT Agency								
Security of Persons and Property								
Police Enforcement								
Other	\$0.00	\$140,000.00	\$140,000.00	\$11,664.00	\$85,120.00	\$0.00	\$54,880.00	60.800%
Total Police Enforcement	\$0.00	\$140,000.00	\$140,000.00	\$11,664.00	\$85,120.00	\$0.00	\$54,880.00	

Report reflects selected information.

Page 6 of 8

AMBERLEY VILLAGE, HAMILTON COUNTY
Appropriation Summary
 July 2017

8/3/2017 11:11:00 AM
 UAN v2017.2

	Reserved for Encumbrance 12/31 Less Adjustment	Final Appropriation	Total Appropriations	Month To Date Expenditures	Year to Date Expenditures	Current Reserve for Encumbrance	Unencumbered Balance	YTD % Expenditures
Total Security of Persons and Property	\$0.00	\$140,000.00	\$140,000.00	\$11,664.00	\$85,120.00	\$0.00	\$54,880.00	
Other Financing Uses								
Transfers - Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Total Other Financing Uses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total 9901 - MAYOR'S COURT Agency	\$0.00	\$140,000.00	\$140,000.00	\$11,664.00	\$85,120.00	\$0.00	\$54,880.00	
9902 - EMPLOYEES HEALTH INSURANCE Agency								
Other Financing Uses								
Contingencies	\$0.00	\$65,000.00	\$65,000.00	\$0.00	\$28,730.82	\$4,869.80	\$31,399.38	44.201%
Total Other Financing Uses	\$0.00	\$65,000.00	\$65,000.00	\$0.00	\$28,730.82	\$4,869.80	\$31,399.38	
Total 9902 - EMPLOYEES HEALTH INSURANCE Agency	\$0.00	\$65,000.00	\$65,000.00	\$0.00	\$28,730.82	\$4,869.80	\$31,399.38	
9903 - VALLEY BAND ESCROW								
Security of Persons and Property								
Police Enforcement								
Other	\$0.00	\$25,088.44	\$25,088.44	\$436.00	\$436.00	\$0.00	\$24,652.44	1.738%
Total Police Enforcement	\$0.00	\$25,088.44	\$25,088.44	\$436.00	\$436.00	\$0.00	\$24,652.44	
Total Security of Persons and Property	\$0.00	\$25,088.44	\$25,088.44	\$436.00	\$436.00	\$0.00	\$24,652.44	
Other Financing Uses								
Transfers - Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Total Other Financing Uses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total 9903 - VALLEY BAND ESCROW	\$0.00	\$25,088.44	\$25,088.44	\$436.00	\$436.00	\$0.00	\$24,652.44	
9904 - Kenwood SWJEDZ Agency								
General Government								
Income Tax Administration								
Contractual Services	\$0.00	\$115,000.00	\$115,000.00	\$42.95	\$59,499.62	\$187.00	\$55,313.38	51.739%
Other	\$0.00	\$884,500.00	\$884,500.00	\$0.00	\$439,997.85	\$0.00	\$444,502.15	49.745%
Total Income Tax Administration	\$0.00	\$999,500.00	\$999,500.00	\$42.95	\$499,497.47	\$187.00	\$499,815.53	
Total General Government	\$0.00	\$999,500.00	\$999,500.00	\$42.95	\$499,497.47	\$187.00	\$499,815.53	
Other Financing Uses								
Transfers - Out	\$0.00	\$15,500.00	\$15,500.00	\$0.00	\$15,446.95	\$0.00	\$53.05	99.658%
Total Other Financing Uses	\$0.00	\$15,500.00	\$15,500.00	\$0.00	\$15,446.95	\$0.00	\$53.05	
Total 9904 - Kenwood SWJEDZ Agency	\$0.00	\$1,015,000.00	\$1,015,000.00	\$42.95	\$514,944.42	\$187.00	\$499,868.58	
9905 - Kenwood SWJEDZ Escrow Agency								
General Government								
Tax Refunds								
Other	\$0.00	\$18,000.00	\$18,000.00	\$2,218.44	\$4,344.73	\$0.00	\$13,655.27	24.137%
Total Tax Refunds	\$0.00	\$18,000.00	\$18,000.00	\$2,218.44	\$4,344.73	\$0.00	\$13,655.27	
Total General Government	\$0.00	\$18,000.00	\$18,000.00	\$2,218.44	\$4,344.73	\$0.00	\$13,655.27	

Report reflects selected information.

AMBERLEY VILLAGE, HAMILTON COUNTY
Appropriation Summary
 July 2017

8/3/2017 11:11:00 AM
 UAN v2017.2

	Reserved for Encumbrance 12/31 Less Adjustment	Final Appropriation	Total Appropriations	Month To Date Expenditures	Year to Date Expenditures	Current Reserve for Encumbrance	Unencumbered Balance	YTD % Expenditures
Other Financing Uses								
Transfers - Out	\$0.00	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0.000%
Total Other Financing Uses	\$0.00	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	
Total 9905 - Kenwood SWJEDZ Escrow Agency	\$0.00	\$19,000.00	\$19,000.00	\$2,218.44	\$4,344.73	\$0.00	\$14,655.27	
9906 - Kenwood SWJEDZ Long-Term Maint. Agency								
General Government								
Boards and Commissions								
Other	\$0.00	\$5,848.00	\$5,848.00	\$0.00	\$5,677.00	\$0.00	\$171.00	97.076%
Total Boards and Commissions	\$0.00	\$5,848.00	\$5,848.00	\$0.00	\$5,677.00	\$0.00	\$171.00	
Total General Government	\$0.00	\$5,848.00	\$5,848.00	\$0.00	\$5,677.00	\$0.00	\$171.00	
Other Financing Uses								
Transfers - Out	\$0.00	\$7,500.00	\$7,500.00	\$0.00	\$0.00	\$0.00	\$7,500.00	0.000%
Total Other Financing Uses	\$0.00	\$7,500.00	\$7,500.00	\$0.00	\$0.00	\$0.00	\$7,500.00	
Total 9906 - Kenwood SWJEDZ Long-Term Maint. Agency	\$0.00	\$13,348.00	\$13,348.00	\$0.00	\$5,677.00	\$0.00	\$7,671.00	
Report Totals:	\$960,333.53	\$9,403,012.29	\$10,363,345.82	\$557,591.67	\$4,923,542.75	\$1,108,662.70	\$4,331,140.37	

INVESTMENT LISTING

July 31, 2017

			YEAR TO				
			INTERST	DATE	TOTAL	PURCHASE	MATURITY
TYPE	DESCRIPTION	CURRENT VALUE	RATE	INTEREST	INTEREST	DATE	DATE
CD	BANK OF NORTH CAROLINA	\$ 250,000.00	1.15%	\$ 1,669.87		8/28/2015	8/28/2017
CD	OHIO VALLEY BANC CORP	\$ 250,000.00	1.05%	\$ 1,524.67		9/5/2014	9/5/2017
CD	TRADITION CAPITAL BANK	\$ 250,000.00	1.05%	\$ 1,524.67		7/17/2015	10/17/2017
CD	SYNOVUS BANK	\$ 250,000.00	1.20%	\$ 1,495.89		12/31/2015	12/15/2017
CD	BOSTON PRIVATE BANK & TRUST	\$ 250,000.00	0.75%	\$ 1,089.06		7/22/2016	1/22/2018
CD	WELLS FARGO BANK	\$ 250,000.00	1.05%	\$ 1,524.67		2/26/2016	2/26/2018
CD	EAST BOSTON SAVINGS BANK	\$ 250,000.00	0.80%	\$ 1,161.62		7/27/2016	3/27/2018
CD	NATIONAL COOPERATIVE BANK	\$ 250,000.00	1.20%	\$ 1,495.89		10/2/2015	4/2/2018
AGENCY	FHLMC BOND AGENCY	\$ 250,000.00	0.75%	\$ 937.50		6/22/2016	4/9/2018
CD	UNITED BANKERS BANK	\$ 250,000.00	0.90%	\$ 1,306.86		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%	\$ 1,308.90		6/23/2016	6/22/2018
CD	EVERBANK JACKSONVILLE FL	\$ 250,000.00	1.00%	\$ 1,246.58		6/29/2016	6/29/2018
AGENCY	FFCB 71818	\$ 250,147.50	0.75%	\$ 1,875.00		7/21/2016	7/18/2018
CD	WASHINGTON TRUST COMPANY	\$ 250,000.00	1.10%	\$ 1,378.77		8/30/2016	8/30/2018
AGENCY	FHLB BOND AGENCY 2	\$ 250,000.00	1.12%	\$ 1,400.00		10/29/2015	10/29/2018
AGENCY	FFCB 112618	\$ 250,000.00	1.22%			6/30/2017	11/26/2018
CD	FARM BUREAU BANK	\$ 250,000.00	1.05%	\$ 1,524.67		9/28/2016	12/28/2018
CD	FRANKLIN SYNERGY BANK	\$ 250,000.00	1.55%	\$ -		7/21/2017	1/22/2019
AGENCY	FHLB 22519	\$ 250,225.00	1.25%	\$ -		4/25/2017	2/25/2019
CD	GOLDMAN SACHS	\$ 250,000.00	1.60%	\$ -		3/30/2017	3/28/2019
CD	BANK OF RHODE ISLAND	\$ 250,000.00	1.50%	\$ 1,253.42		3/29/2017	3/29/2019
AGENCY	FHLB BOND AGENCY 4819	\$ 249,500.00	1.15%	\$ 1,437.50		12/22/2016	4/8/2019
CD	ALLY BANK	\$ 250,000.00	1.25%	\$ 1,558.22		6/23/2016	6/24/2019
CD	DISCOVER BANK	\$ 250,000.00	1.60%	\$ -		7/6/2017	7/8/2019

\$ 27,838.76 **ACTIVE**

TOTAL

\$ 6,250,785.00

\$ 8,336.48 MATURED
\$ 36,175.24

TO: Village Council
FROM: Scot F. Lahrmer, Village Manager
DATE: September 6, 2017
RE: Contract for Waste Collection and Recycling

ITEM: Resolution 2017-27, Authorizing Contract with Rumpke for Solid Waste Disposal and Recycling Services

ACTION REQUESTED: By motion, adopt **Resolution 2017-27** authorizing a three year contract with Rumpke. The contract will be renewable for the fourth and fifth years.

PURPOSE: To award the contract for the collection, transportation and delivery for disposal or processing of residential solid waste and recyclable materials generated in and collected from residential units in Amberley Village.

Amberley Village provides a municipal contract for private waste collection. This both saves residents' money and ensures access to effective waste removal throughout the Village. After competitively bidding waste collection in 2012, the Village is nearing the end of a three year contract, in which the Village exercised the renewable options in years 2016 and 2017.

The Village's existing waste program includes weekly curbside trash and recycling collection. The Service Department's brush chipping, leaf removal, and tree recycling programs remain popular, and are heavily utilized services directly financed by earnings tax dollars. They also help to keep waste collection costs low. The curbside recycling program is important both for minimizing the impact on landfills and for complying with state and EPA regulations. This program, coupled with the services provided by the Service Department, support the Hamilton County Solid Waste District's Plan.

Pursuant to authorization by Council, the Village joined the Center for Local Government's 2017 Southwest Ohio Regional Refuse Consortium (2017 SWORRE). The SWORRE Consortium consists of six municipalities aggregating approximately 12,800 households in an effort to garner favorable pricing for the required services.

The bid was structured so that each community could individually evaluate and award a contract based upon that community's needs and award requirements. Services quoted in the bid established base pricing for weekly removal of solid waste and recyclable materials including the provision of a 64 gallon wheeled tote for recyclable materials, trash dumpster services for municipal buildings and recycle dumpster service to municipal buildings.

The contract also established a menu of pricing for services utilized occasionally by municipalities such as various sized roll-off containers, portable restrooms and sinks, charges for additional servicing of dumpsters, roll-offs, costs for cardboard trash receptacles and the per hour charge for the provision of a solid waste collection vehicle and driver. Pricing was established for Optional Services available such as for the provision of a 96 gallon wheeled tote for trash, removal of chlorofluorocarbon (CFC) from appliances and carry-out collection services.

The CLG requested bids from Rumpke, Bestway and Republic. The CLG received only one viable bid for providing the required services, with the only bidder being Rumpke, who is our current waste and recycling hauler. Both Bestway and Republic chose to no-bid. The base components of Rumpke's bid have been detailed on the attached appendix along with the Village's current (2017) contract and the optional extension of that contract into 2021 and 2022.

Waste collection and recycling costs over the past 5 years were \$11.80 for 3 years and moved to \$12.03 in year 4 and \$12.28 in year 5. With awarding the Rumpke bid, the Village waste collection cost will be \$14.00 for 3 years and increase to \$14.56 in year 4 and \$15.15 in year 5 if the option years are exercised. With the new contract, annually the Village will pay \$227,136 for each of the next three years, an increase of \$27,905 over the current year's annual cost of \$199,230.

The main factor causing the increased cost of this contract was recycling. A representative of Rumpke attributed it to the low cost of oil devaluing the secondary market for recycling, plus increase in contaminants in the recycling stream make it unprofitable. In addition, Rumpke stated that the cost of recycling is a result of increased labor costs associated with collecting recycling carts (as opposed to bins). Carts take additional staff hours to collect, which increases expense. In the 2012 bid, Rumpke estimated 290 truck hours would be necessary to collect the SWORRE consortium's recycling. In reality the number was 360 truck hours. That added expense is factored into the bid price. Rumpke is trying to make recycling hauling a profitable business segment. They kept prices artificially low while trying to build participation in curbside recycling. Now they can no longer afford to do that, especially with the cost of recyclables on the secondary market being at a low. Density and distance to the recycling facility also factor into the staff hours equation. As an example, Rumpke pointed out that Amberley Village takes 26 staff hours to collect, whereas Milford takes 25 staff hours, even though there are roughly 700 more residential units in Milford.

While staff looked at ways to decrease our costs, the only viable solution was to decrease our recycling pick up from weekly to every other week recycling (fortnightly). Because the Village has such a high recycling participation, it wasn't believed this was plausible. Based on current recycling participation rates for the communities in the consortium bid, some governments in the group could switch to fortnightly recycling but not all. For various reasons, staff isn't recommending fortnightly recycling for Amberley Village. This decision was partially based on the chart below which identifies how much tonnage of material is recycled per person per week in the SWORRE consortium:

Average Recycling Tonnage Per Residential Unit					
Community	Tons/Yr	Tons/RU/YR	Tons/Wk	Lbs/Wk	Carts
Amberley	469.4	0.347	0.00667	13.34	1.11
Deer Park	338.6	0.153	0.00294	5.88	0.49
Milford	506.6	0.253	0.00487	9.74	0.81
Monroe	702	0.164	0.00315	6.3	0.53
Woodlawn	138.8	0.168	0.00323	6.46	0.54

The waste collection and recycling bid from Rumpke are not the rates that residents pay but instead are the waste collection costs charged by Rumpke. With this ordinance, Council is being asked to award the waste collection and recycling contract to Rumpke and adjust the rate for

residents which includes the 5% fee Greater Cincinnati Water Works (GCWW) charges to provide billing services. The increase in rates will increase a resident's waste collection and recycling cost from \$12.89 per month to \$14.70, an annual increase of \$21.72. As was pointed out in the Streets Committee, the new rate for customers will be \$14.70 in 2018 which is \$1.26 more than what residents were paying in 2012.

Our waste collection has always been an unlimited service. With Rumpke's bid, they have defined their unlimited service as six (6) 32-gallon cans/bags or equivalent plus one (1) large item per week.

Since our billing for waste collection and recycling is handled through GCWW and they are moving from quarterly billing to monthly billing, staff is recommending waiving the 3 readings of this ordinance. This will provide ample time for GCWW to make the necessary changes and enable the continuation of uninterrupted service from Rumpke.

The Streets, Public Utilities & Sewers Committee met to review the bid results and are recommending authorizing a contract with Rumpke, Inc. Adoption of Ordinance 2017-27 is recommended.

If you have any questions, please contact me.

PASSED:
BY:

ORDINANCE NO. 2017-27

ORDINANCE AUTHORIZING CONTRACT WITH RUMPKE FOR SOLID WASTE
DISPOSAL AND RECYCLING SERVICES

WHEREAS, the Village has participated in a pool of local government agencies via the Center for Local Government (CLG) and the Southwest Ohio Regional Refuse Consortium (SWORRE), to reduce costs to the Village and its residents pertaining to solid waste disposal and recycling services;

WHEREAS, the most recent agreement with Rumpke to provide services to consortium members terminates at the end of 2017, requiring a new contract;

WHEREAS, CLG sent the project out to bid, and the lowest and best bidder was Rumpke;

WHEREAS, the Streets, Public Utilities, and Sewers Committee met to consider the proposed contract, and recommends approval;

WHEREAS, Council finds and determines it is in the best interests of the Village and its residents to enter into a new contract with Rumpke starting in calendar year 2018 as set forth in the contract;

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

SECTION 1: The Village Manager is hereby authorized and directed to execute an agreement with Rumpke for the provision of solid waste disposal and recycling services as set forth in the Agreement attached hereto as Exhibit A and made a part hereof, as approved by the Solicitor.

SECTION 2: Per the contract, beginning in January 1, 2018 and for a period of up to three years, all residential dwelling units in the Village shall be charged \$14.00 per month as the base rate for combined solid waste and recycling collection, plus a five percent service fee to the service provider, for a total of \$14.70 per month.

SECTION 3: This Ordinance shall take effect and be in force at the earliest date allowed by law.

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

		RUMPKE WASTE COLLECTION HISTORY AND PROJECTIONS								
	Collection	Recycling	Total	% increase (decrease)	GCWW 5% fee	Resident cost				
2012	\$ 10.00	\$ 2.80	\$ 12.80	3.23%	\$ 0.64	13.44/month	\$161.28/year	Last year of prior contract		
2013			\$ 11.80	-8%	\$ 0.59	12.39/month	\$148.68/year			
2014			\$ 11.80	0%	\$ 0.59	12.39/month	\$148.68/year			
2015			\$ 11.80	0%	\$ 0.59	12.39/month	\$148.68/year			
2016			\$ 12.03	1.90%	\$ 0.60	12.63/month	\$151.56/year			
2017			\$ 12.28	2%	\$ 0.61	12.89/month	\$154.68/year			
	<u>OPTION 1</u>									
	Collection	Recycling	Total	% increase	GCWW 5% fee	Resident cost				
2018	\$ 10.00	\$ 4.00	\$ 14.00	14%	\$ 0.70	14.70/month	\$176.40/year			
2019	\$ 10.00	\$ 4.00	\$ 14.00	0%	\$ 0.70	14.70/month	\$176.40/year			
2020	\$ 10.00	\$ 4.00	\$ 14.00	0%	\$ 0.70	14.70/month	\$176.40/year			
2021	\$ 10.40	\$ 4.16	\$ 14.56	4%	\$ 0.73	15.29/month	\$183.48/year			
2022	\$ 10.82	\$ 4.33	\$ 15.15	4%	\$ 0.76	15.91/month	\$190.92/year			
							\$903.60 Total over 5 years			
	<u>OPTION 2</u>									
	Collection	Recycling	Total	% increase	GCWW 5% fee	Resident cost				
2018			\$ 14.35	16.85%	\$ 0.72	15.07/month	\$180.84/year			
2019			\$ 14.35	0%	\$ 0.72	15.07/month	\$180.84/year			
2020			\$ 14.35	0%	\$ 0.72	15.07/month	\$180.84/year			
2021			\$ 14.35	0%	\$ 0.72	15.07/month	\$180.84/year			
2022			\$ 14.35	0%	\$ 0.72	15.07/month	\$180.84/year			
							\$904.20 Total over 5 years			

TO: Village Council
FROM: Scot F. Lahrmer, Village Manager
DATE: September 6, 2017
RE: Ohio Public Works Commission Grant for the Reconstruction of North and South Farmcrest Drive

ITEM: Resolution 2017-28, Authorizing the Village Manager to Prepare and Submit an Application to Participate in the Ohio Public Works Commission State Capital Improvement and Local Transportation Improvement Programs

ACTION REQUESTED: By motion, adopt **Resolution 2017-28** authorizing the Village Manager to pursue an Ohio Public Works Commission (OPWC) Grant for the reconstruction of North and South Farmcrest Drive.

PURPOSE: To pursue an OPWC Grant for the reconstruction of South and North Farmcrest.

In the 1940s and 50s, it was common practice to build roadways utilizing concrete. As communities began looking for improved and cheaper materials to build their streets, the use of asphalt became more popular. As the concrete streets deteriorated and communities began repaving, there were two options: remove the concrete or pave over it with asphalt. The more expensive option is to remove the concrete and replace it with an asphalt base however, depending on the condition of the concrete base, communities typically paved over top of the concrete.

The Village has several concrete base streets that have been paved over with asphalt. The majority of these streets are in stable condition. South and North Farmcrest Drives are two of the concrete base streets and have been paved over several times in the 1980s and 90s. As a result, there is very little to no curb reveal.

Both South and North Farmcrest were most recently micro-sealed in 2005 to prolong the life of the street and allow time to investigate the best options to repair the concrete base streets. The streets in the Farmcrest neighborhood are approximately 30 years old and are the oldest streets (since last paved) in the Village and are quickly deteriorating. The cracking from the joints/fractures of the underlying concrete and the layers of asphalt is evident; the curbing and the concrete base are deteriorated. The catch basins throughout the neighborhood are also in poor condition and need upgrading to allow better collection of storm water from the roadway.

The Village contracted with CDS Associates (now CT Consultants) and Thelen Associates to evaluate the Farmcrest neighborhood and a portion of Kincaid Road along with the Farm Acres subdivision in 2013. As part of the evaluation, Thelen performed ten core samplings on South and North Farmcrest and a portion of Kincaid to determine the depth, condition of the layers of pavement and sub-base under the street. The report indicated the presence of asphalt concrete over cement concrete on a cohesive soil sub-grade. The cement concrete was disintegrated and appeared to be an aggregated base in some areas. The asphalt pavement was mostly in poor to fair condition with areas exhibiting reflective cracking, patching and raveling. The core samplings showed 1.5 to 5.5 inches of asphalt and where intact, the concrete base was 7 to 8 inches thick. The sub-grade consists of a clay and sandy clay mixture. The natural moisture content was 17 to 33% with the optimum moisture content being 16%.

The report recommended two methods to address the conditions of the Farmcrest loop:

1. Rehabilitate the existing pavement or
2. Full replacement of the existing pavement

With the condition of the clay sub-base and concrete base, staff believes the best method is complete reconstruction of the streets. Staff began working with CT Consultants in pursuing grant opportunities to assist in funding the project in 2016. Farmcrest Drive is a connector street from Montgomery Road to Ridge Road and to Section Road via Kincaid Road, and has the potential to score higher than other concrete base streets in the Village.

The Village applied and was denied for the OPWC grants in 2016 and 2017 due to the entire project not scoring high enough to beat out other projects for the state funding. The Village Engineer recently met with representatives from the OPWC Evaluation Committee and it has been determined that the project may have a better chance of being funded if the streets were submitted separately.

The Village Engineer has recommended the Village apply for OPWC Grants for South Farmcrest Drive and North Farmcrest Drive (separately) and apply for a MRF funding for the portion of Kincaid Road.

<u>Street Name</u>	<u>Project Estimated Cost</u>	<u>Grant Amount</u>	<u>Village Match</u>
Kincaid Road	\$218,191	\$146,221 (MRF)	\$71,970
South Farmcrest Drive	\$578,774	\$405,142 (OPWC)	\$173,632
North Farmcrest Drive	\$664,504	\$465,153 (OPWC)	\$199,351

Village staff has assembled the attached spreadsheet that breaks down the Village's out of pocket cost scenarios from best case (the Village receives all three grant) to worst case (the Village only receives South Farmcrest Drive):

- 1) The Village receives both OPWC Grants for South Farmcrest and North Farmcrest and the MRF Grant for Kincaid. With this scenario, the Village's cost for all three streets would be approximately \$444,953.
- 2) The Village receives the OPWC Grant for South Farmcrest and the MRF Grant for Kincaid. The Village's share of costs for South Farmcrest and Kincaid and the total cost of North Farmcrest would be approximately \$910,106.
- 3) The Village receives only the OPWC Grant for South Farmcrest. The Village's share of costs for South Farmcrest plus the total cost for North Farmcrest and Kincaid would be approximately \$1,056,327.

The Village has received grants in the past to fund improvements on Ridge Road, Galbraith Road and on Section Road. The Farmcrest project, if approved, would be a complete reconstruction of the street (street and curbs), including storm water improvements on South and North Farmcrest.

The engineer's estimate for the total reconstruction of South and North Farmcrest Drive and the portion of Kincaid Road is approximately \$1,461,469. The grant from the OPWC would require at least a 30% local match which would be approximately \$444,953 (including the MRF match) for this project. The 30% match would be funded from the Village Road Fund and the Storm Water Utility.

The Farmcrest Drive Project application will go through the evaluation process with a final decision being made by mid-November. If the project is funded, a project agreement will be issued by the OPWC in July 2018. The Village would then decide to accept or decline the agreement; if the Village does agree, final engineering will be completed, the bid packet will be developed, and the project would go to bid in August 2018 with construction taking place between October 2018 to October 2019.

The Streets, Public Utilities and Sewers Committee met on September 5 and recommended Village Council adopt the resolution allowing the Village Manager to apply for the funds.

Resolution 2017-28 authorizes the Village Manager to pursue an OPWC Grant for the reconstruction of the roadways on South and North Farmcrest Drive. The OPWC Grant would be in the approximate range of \$1,461,469 with a 30% local match of approximately \$444,953 (including the MRF match). The 30% match will be funded from the Road Fund and Storm Water Utility.

If you have any questions, please let me know.

PASSED:
BY:

RESOLUTION NO. 2017-28

RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO PREPARE AND
SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS
COMMISSION STATE CAPITAL IMPROVEMENT AND LOCAL
TRANSPORTATION IMPROVEMENT PROGRAMS

WHEREAS, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure;

WHEREAS, Amberley Village is planning to make capital improvements to certain roadways within the Village, including but not necessarily limited to North and South Farmcrest Drives;

WHEREAS, said infrastructure improvements are considered to be a priority need for the Village and constitute a qualified project under the Ohio Public Works Commission (OPWC) programs;

WHEREAS, the Village's participation in the OPWC programs includes an application for grant funds;

WHEREAS, the Village Streets, Public Utilities, and Sewers Committee met to consider participation in the OPWC programs, and recommended approval to Council;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF AMBERLEY VILLAGE, STATE OF OHIO, members elected thereto concurring:

SECTION 1: The Amberley Village Council hereby authorizes and directs the Village Manager to apply to the OPWC State Capital Improvement Program and the Local Transportation Improvement Program for grant funds to assist the Village in performing roadway improvements.

SECTION 2: The Village Manager is authorized to enter into any agreements as may be necessary and appropriate for obtaining financial assistance pertaining to the OPWC programs.

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

Passed this ____ day of _____, 2017.

Mayor Thomas C. Muething

Attest:

Nicole Browder, Clerk of Council

Resolution Vote:

Moved: _____ Second: _____

I, Clerk of Council of Amberley Village, Ohio, certify that on the ____ day of _____ 2017, the forgoing Resolution was published pursuant to Article IX of the Home Rule Charter by posting true copies of said Resolution at all of the places of public notice as designated by Sec. 31.40(B), Code of Ordinances.

Nicole Browder, Clerk of Council

Kincaid/South Farmcrest/North Farmcrest Road/Stormwater Project

BEST CASE				Fund Breakdown for Village Share of Cost		
Street	Total Cost	Grant/MRF	Village Match	Stormwater Fund	Roads Fund	
Kincaid	\$218,191	\$146,221	\$71,970	\$71,970	\$0	
South Farmcrest	\$578,774	\$405,142	\$173,632	\$147,250	\$26,382	
North Farmcrest	<u>\$664,504</u>	<u>\$465,153</u>	<u>\$199,351</u>	<u>\$156,585</u>	<u>\$42,766</u>	
	\$1,461,469	\$1,016,516	\$444,953	\$375,805	\$69,148	\$444,953
WITHOUT N. FARMCREST FUNDING				Fund Breakdown for Village Share of Cost		
Street	Total Cost	Grant/MRF	Match	Stormwater Fund	Roads Fund	
Kincaid	\$218,191	\$146,221	\$71,970	\$71,970	\$0	
South Farmcrest	\$578,774	\$405,142	\$173,632	\$147,250	\$26,382	
North Farmcrest	<u>\$664,504</u>	<u>\$0</u>	<u>\$0</u>	<u>\$156,585</u>	<u>\$507,919</u>	
	\$1,461,469	\$551,363	\$245,602	\$375,805	\$534,301	\$910,106
WITHOUT KINCAID/N. FARMCREST FUNDING				Fund Breakdown for Village Share of Cost		
Street	Total Cost	Grant/MRF	Match	Stormwater Fund	Roads Fund	
Kincaid	\$218,191	\$0	\$0	\$71,970	\$146,221	
South Farmcrest	\$578,774	\$405,142	\$173,632	\$147,250	\$26,382	
North Farmcrest	<u>\$664,504</u>	<u>\$0</u>	<u>\$0</u>	<u>\$156,585</u>	<u>\$507,919</u>	
	\$1,461,469	\$405,142	\$173,632	\$375,805	\$680,522	\$1,056,327

ENGINEERING ESTIMATED BETWEEN \$120,000 & \$140,000

TO: Village Council
FROM: Scot F. Lahrmer, Village Manager
DATE: September 7, 2017
RE: Center for Local Government Mutual Aid Pact

ITEM: Resolution 2017-29, Authorizing Agreement with the Center for Local Government to Participate in Public Works Mutual Aid Pact

ACTION REQUESTED: By motion, adopt **Resolution 2017-29** authorizing the Village Manager to enter into a Public Works Mutual Aid Pact through the Center for Local Government.

PURPOSE: To formalize how the Village collaborates in the event of emergencies as it relates to Public Works resources.

The Center for Local Government (CLG) Public Works Mutual Aid Pact consists of the following cities, villages and townships located in the Southwest Ohio:

Anderson Township	Mason
Blue Ash	Middletown
Deerfield Township	Milford
Evendale	Montgomery
Fairfax	Mt. Healthy
Fairfield	North College Hill
Glendale	Sharonville
Greenhills	Silverton
Indian Hill	Springdale
Lebanon	Springfield Township
Liberty Township	West Chester
Lockland	Woodlawn
Loveland	
Madeira	

This group was formed several years ago to aid communities with resources and manpower from unforeseen disasters such as wind storms, tornadoes, flooding, fires, and earthquakes. It was an outgrowth of the CLG's Collaboration Committee's discussions about the need to develop some mechanism that would allow local jurisdictions to have a clear understanding of the roles and responsibilities assumed when giving assistance to other jurisdictions in an emergency situation. Committee members felt that clarifying issues like accidents, liability, use of equipment and definition of an emergency in advance of the need would allow for better response to emergencies when they occur.

The Mutual Aid Pact defines a disaster as the occurrence, or imminent threat of widespread or severe loss of property or life which exceeds the routine capabilities of local government, health care and other community agencies.

While the Village hasn't been a member of the Public Works Pact, Amberley Village has provided assistance to other communities, most recently in response to the tornado that occurred in Moscow, Ohio in March 2012 and Montgomery. The Village has been the recipient of jurisdictions assisting the Village as was the case when the winds of Hurricane Ike did significant damage in the Village in 2008. Council is being asked to join the Public Works Mutual Aid Pact to formalize our participation when needed.

By joining the pact, the Village is committing to help other communities in need and receive aid in our own community if there is a disaster in Amberley. The pact agreement consists of a list of manpower, trucks, dump trucks, construction equipment such as backhoes, Bobcats, wheel loaders, and any other equipment that may be available to use during a disaster. The Village has helped others in need of assistance and has received help ourselves through handshake deals in the past. For example, should a wind storm strike the Village it could produce numerous downed trees blocking streets and generate a large volume of brush from residents to be picked up at the curb. A pact member would respond by sending a crew, dump truck, and chipper to help chip brush from such an event. The pact rules and regulations are now being presented as a written agreement to become more inclusive in providing aid to interested communities.

Membership to the Pact does not cost the Village. The CLG recently sent a request to non-members to inquire if there was interest from any additional members. I anticipate additional communities will join the Public Works Pact since there are still a few communities that aren't members. The CLG Mutual Aid Pact is typically updated every three years and the Village could opt out of the agreement at any time.

The Streets, Public Works, and Sewers Committee met to review the agreement and recommends they be granted.

If you have questions, please let me know.

PASSED:
BY:

RESOLUTION NO. 2017-29

RESOLUTION AUTHORIZING AGREEMENT WITH THE CENTER FOR LOCAL
GOVERNMENT TO PARTICIPATE IN PUBLIC WORKS MUTUAL AID PACT

WHEREAS, Amberley Village is a current Member of the Center for Local Government for several programs that ensure cost and operational efficiencies enabled by a pool of local governmental agencies;

WHEREAS, the Village has participated in, but has not become of member of the CLG pool, for the purpose of providing mutual aid for public works emergencies, which entails the provision of personnel, equipment, and other resources to member agencies;

WHEREAS, the Village has been invited to join the CLG as a full member for Public Works Mutual Aid Pact, with such membership to facilitate mutual aid provided from, and to, the Village, and formalize the legal relationship between the member agencies in order to protect the Village from liability or claims as provided in the Agreement;

WHEREAS, the Streets, Public Utilities, and Sewers Committee has met and recommends approval of the Public Works Mutual Aid Agreement with the CLG;

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

SECTION 1: The Village Manager is hereby authorized and directed to enter in to Public Works Mutual Aid Agreement with the Center for Local Government, substantially in the form as attached hereto as Exhibit A and as approved by the Solicitor.

SECTION 2: This Resolution shall take effect the earliest opportunity as allowable by law.

Passed this ____ day of _____, 2017.

Mayor Thomas C. Muething

Attest:

Nicole Browder, Clerk of Council

Resolution Vote:

Moved: _____ Second: _____

I, Clerk of Council of Amberley Village, Ohio, certify that on the ____ day of _____ 2017, the forgoing Resolution was published pursuant to Article IX of the Home Rule Charter by posting true copies of said Resolution at all of the places of public notice as designated by Sec. 31.40(B), Code of Ordinances.

Nicole Browder, Clerk of Council

Public Works Mutual Aid Contract

Introduction

For the purpose of this agreement a disaster will be defined as the occurrence, or imminent threat, of widespread or severe damage or loss of property or life which exceeds the routine capabilities of local government, health care, and other community agencies. The most common disasters include floods, major fires, earthquakes, tornadoes, and other emergencies which occur with little or no warning. While these disasters cannot be foreseen, their effects on a community can be anticipated and planned for in order to expedite the community's return to normal conditions. Actions taken to cope with an emergency may prevent a disaster from becoming a tragedy. This mutual aid contract is an attempt, prior to the actual occurrence of a disaster, to facilitate recognition of emergency demands and make the response of participating communities more effective.

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, it is the expressed desire of the member jurisdictions of the Center for Local Government, located in the Greater Cincinnati area, to agree to unite by contract for the purpose of rendering mutual aid, assistance, manpower and equipment, to each other in the event of emergency situations arising within their individual jurisdictions wherein their own non-safety Public Works manpower and equipment is deemed inadequate; and,

WHEREAS, the citizens served by all parties having the desire to contract as aforementioned will be better protected both in life and limb as well as in property by having available the mutual aid, assistance, manpower and equipment of the other parties to this contract should an emergency arise wherein their respective forces are deemed inadequate to meet such emergency; and,

WHEREAS, the preservation of life, limb and property of the citizens of the various communities desiring to contract herein depends upon having available all possible aid assistance, manpower, equipment, and knowledge;

THEREFORE, this contract is entered into upon the following terms and conditions, by and between the parties hereto, with the mutual promise of each to the other as consideration therefor:

I. PRIMARY RESPONSIBILITY

No provision of this contract shall be construed to place liability upon any other party hereto for failure to respond to a request for assistance hereunder, if, in the sole discretion of the party being requested, their services are considered necessary to the community or are for which they are primarily responsible.

Further, it is agreed that each party hereto bears the burden of protecting that area through which it gain its compensation and authority of jurisdiction, and that any decision to render aid to another party hereto requesting same must bear on this principle.

II. REQUESTS FOR AID (By Whom Made)

A request for aid, assistance, manpower, or equipment under the provisions of this contract shall be made only by the Chief Administrative Officer or his/her designee(s) of a jurisdiction as a party to this contract.

III. REQUESTS FOR AID (Manner)

A request for aid, assistance, manpower, or equipment under the provisions of this contract shall be made to the person or agency having the responsibility of dispatching such requested party on calls within its own area of jurisdiction. Such requests shall be made, insofar as practicable, in the following manner:

- a.) The authority requesting same will spell out specifically what aid, assistance, manpower, or equipment it requires;
- b.) They shall state the nature and location of the emergency where such aid is needed;
- c.) The respondent shall cause an entry of the request to be made on appropriate departmental records, stating the time, pieces of equipment, personnel and the duration of time each was utilized. A copy of the entry shall be forwarded to the Center for Local Government at the earliest convenience.
- d.) For the purpose of the above, each party hereto shall provide each of the other parties the name and public service number of the dispatching authority for the department. Such lists shall be combined into one item and distributed to all parties hereto as the need demands.

IV. CHARGES

No charge shall be made to or by any party to this contract for the services rendered under this contract unless agreed upon by the jurisdiction in advance, it being the expressed intention of the parties hereto that the sole consideration is the mutual promises, each to the other, of rendering aid, assistance, manpower or equipment.

No part of this contract, however, shall be construed as to avoid or nullify any other valid and existing contract which may be in effect between parties hereto or with parties not entering into this contract.

V. DAMAGES – LOSSES – INJURIES

The parties hereto mutually agree that no party rendering aid, assistance, manpower, or equipment under the provisions of this contract shall seek damages or reimbursement for loss or injury to equipment from any party hereto requesting such aid, assistance, manpower, or equipment, except as hereinafter provided; further, that there shall be no reimbursement for any indemnity award or premium contribution assessed against the employing party for Workers' Compensation or other benefits arising by reason of injury or

DAMAGES – LOSSES – INJURIES (Cont'd)

death to a member of a force of such party while engaged in rendering services under the terms of this contract, it being mutually agreed between the parties hereto that the responding party shall be solely responsible for any loss or damages sustained by third parties injured or damaged by any act of said responding party in rendering aid, assistance, manpower, or equipment under the terms of this contract.

VI. TERM OF CONTRACT

This agreement shall be in effect for a period of three (3) years from the effective date hereof and shall be automatically renewed for successive periods of three (3) years as to all parties, unless termination and notice to withdrawal is completed in accordance with the terms herein.

VII. TERMINATION

It is mutually agreed by the parties that any party may terminate this agreement at any time upon written notice served by registered mail to the other party sixty (60) days in advance of such effective termination. Such termination or withdrawal, however, shall not be deemed termination of the entire contract and agreement as to the remaining parties hereto and as to those remaining, this agreement will continue in full force and effect with the mutual promise of such parties remaining as the consideration therefore.

Upon receipt of the notice of intent by registered mail from any party hereto, the Center for Local Government, the party designated as the official repository for this contract, will notify all other parties hereto of the details of such notice.

VIII. IMPLEMENTATION

It is mutually agreed that this contract shall be implemented by the organization known as the Center for Local Government, as such group shall be responsible for distribution of the various instruments connected with same, and for acting, through its administrator, as the official repository for same and for sending notices to parties hereto as herein provided.

It is further mutually agreed that membership in the said Association is a prerequisite for being a party to this contract; such limitation being expressed within the limits of membership as hereinafter provided.

IX. PARTIES (Membership)

Shall be comprised of the members of the Center for Local Government.

X. EXECUTION

This agreement may be executed in any number of counterparts, all of which together shall be considered a single instrument. All of the counterparts shall be filed with the administrator, of the Center for Local Government, who shall be deemed the official repository for this agreement and contract is accepted, together with the citation for providing who shall sign the counterpart binding said party.

The administrator of the Center for Local Government shall send to each party to this contract a certificate indicating the names of all parties to the same as soon as practicable after the effective date hereof.

XI. ADDITIONAL PARTIES TO CONTRACT

It is mutually agreed by the parties hereto that from time to time new parties to this agreement may be added, provided other requirements are met as specified herein, and further provided that all parties to this contract have been notified by the administrator of the Center for Local Government, by registered or certified mail, no later than thirty (30) days after their acceptance. The date of the initial term shall coincide with the then existing term of this contract, whether within the initial term or successive automatic renewal term hereof, and from that time shall be for the same term as other parties to this contract.

XII. EFFECTIVE DATE

This agreement shall become effective upon execution by the Chief Administrative Officer and will be effective on that date as to all parties who have executed the agreement in accordance with law and have returned same to the administrator of the Center for Local Government. The administrator, when making initial distribution of the agreement counterparts, shall indicate the dates forth herein to all parties.

XIII. SEPARABILITY OF CLAUSES

It is mutually agreed by the parties hereto that should any part, section, clause or specification herein be decided unlawful or unconstitutional, the remaining parts, sections, clauses and specifications shall continue to operate as if independent thereof.

IN WITNESS WHEREOF, the undersigned, through its duly authorized agent(s) or representative(s), hereunto set its hand this _____ day of _____, 20____.

Local Jurisdiction

Chief Administrative Officer

Director, Center for Local Government

TO: Village Council
FROM: Scot F. Lahrmer, Village Manager
DATE: September 7, 2017
RE: Auxiliary/Part Time Officers

ITEM: Ordinance 2017-09, Ordinance Authorizing the Hiring of Auxiliary Peace Officers and Establishing the Auxiliary Police Unit

ACTION REQUESTED: By motion, adopt **Ordinance 2017-09** authorizing the Amberley Village Police Department to hire and implement the use of auxiliary/part time officers.

PURPOSE: With an increase in terroristic threats as well as demand for off-duty details and the availability of officers to fulfill those demands, the Amberley Village Police Department has determined it is in its best interest to employ the use of auxiliary/part time officers. By doing so, the burden to fulfill these requests will be lifted off of our current full time staff. Auxiliary officers are in no way meant as a replacement of full time staff but rather as a complimentary outfit specifically meant to augment available numbers for off-duty and/or special details. Auxiliary officers may act only in a supplementary capacity to the regular force.

Before appointment as an auxiliary police officer, an applicant must have completed a state-approved basic academy or extended basic academy (OAC § 109:2-1-03(A)(1)). An auxiliary police officer shall complete the minimum training required by the Ohio Peace Officer Training Commission (OPOTC), unless prior training in another state, the military, or other certifying entity has been deemed equivalent by OPOTC. Upon completion of the required hours of training, the applicant must take and pass the state certification examination. Auxiliary officers are required to meet the training requirements applicable to full-time sworn officers as outlined in the Training Policy.

The Department feels it is in its best interest to issue all auxiliary officers a uniform badge and a department identification card. The uniform badge shall be the same as that worn by regular full-time officers. The identification card will be the standard identification card with the exception that “Auxiliary” will be indicated on the card. Residents have expressed a level of comfort when they know the officer on-duty at the event they are attending is an Amberley officer.

Additionally, auxiliary officers will be responsible for providing their own gear inclusive of body armor, leather gear, mace, hand cuffs, and taser. Auxiliary officers are responsible for providing their on-duty weapons, which must be pre-approved by the Chief or Lieutenant. Off-duty weapons must meet the Firearms Policy and qualification standards.

Adoption of Ordinance 2017-09 is recommended to enable the Amberley Village Police Department to employ auxiliary/part time officers in order to better meet the increased demand for off-duty/special detail availability.

The Police-Fire Committee has reviewed this request and is recommending adoption of Ordinance 2017-09. Staff is not requesting the waiver of the three readings or an emergency clause. If Council concurs, a first reading of this ordinance would occur on September 11 with subsequent readings the following months. The ordinance will go into effect prior to the first of

the year, which is when the auxiliary program would be implemented.

If you have any questions, please let me know.

PASSED:
BY:

ORDINANCE NO. 2017-09

ORDINANCE AUTHORIZING THE HIRING OF AUXILIARY PEACE OFFICERS
AND ESTABLISHING THE AUXILIARY POLICE UNIT

WHEREAS, the Amberley Village Police Department performs a number of critical services for the Village and its residents;

WHEREAS, Council may establish, by ordinance, an Auxiliary Police Unit within the Police Department for the purpose of hiring part-time officers to perform certain duties in order to supplement and complement the efforts of full-time officers;

WHEREAS, auxiliary officers can provide for a more efficient and cost effective work force by assigning limited or temporary assignments to part-time officers, such as off-duty or special duty activities, while allowing full-time officers to focus on important day-to-day tasks such as patrol and investigations;

WHEREAS, the Police and Fire Committee met to consider the proposal, and recommended approval;

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

SECTION 1: Amberley Village hereby establishes the Auxiliary Police Unit within the Amberley Village Police Department. The primary purpose of the Auxiliary Unit is to provide part-time trained peace officers to supplement and complement existing full-time peace officers.

SECTION 2: The Police Chief shall be the executive head of the Auxillary Unit and shall make all decisions concerning the appointment and removal of officers to or from the Auxiliary Unit. Such decisions shall be made in accordance with the Police Department policy and procedures. The Police Chief is authorized to establish policies and procedures governing the employment of Auxiliary peace officers. Auxiliary peace officers shall be part-time employees of the Village.

SECTION 3: Compensation of Auxiliary peace officers is to be at a rate of \$28.00 per hour with an hourly extra or special detail rate of \$38.00.

SECTION 4: Auxiliary officers are not permitted to perform the full-time police officer duties of road work, or operate and identify themselves as an Amberley Village full-time unit officer. Auxiliary police officers are not required to be certified as firefighters, nor are they employed by the Village as such.

SECTION 5: The hiring or employment of auxiliary officers does not impact the current or future staffing of full-time officers employed by the Village.

SECTION 6: This Ordinance shall take effect and be in force at the earliest date allowed by law.

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

TO: Village Council
FROM: Scot F. Lahrmer, Village Manager
DATE: September 1, 2017
RE: Duke Energy Gas Line Easement and Schuermann Properties Sanitary Easement

ITEM: Resolution 2017-30, Authorizing Easements to Duke Energy and Schuermann Properties to Enable Utility Connection to Mercy Development at North Site

ACTION REQUESTED: By motion, adopt **Resolution 2017-30** authorizing the Village Manager to grant a gas line easement to Duke Energy and sanitary sewer easement to Schuermann Properties on the North Site Property.

PURPOSE: To grant easements for the development of the Mercy Health office building located at 8599 Ridge Road.

The Village approved the lease of 2.1 acres of the North Site property to construct a Mercy Health medical facility earlier this year, with construction starting in April.

Construction of the building is entering the final stages, the finishing touches on the exterior of the building are being completed and the interior work has begun. Upon completion of the installation of the utilities, the parking lot and landscaping will then be installed.

The two easements for the natural gas facilities and the sanitary sewer were finalized in late August.

1) The natural gas line easement will be 15' wide and be installed on the south side of the access drive from the Hamilton County owned parcel 526-0040-0028, west approximately 250' feet across Village owned parcel 526-0040-25, 526-0040-0060 and into parcel 526-0040-0026 to the Mercy building.

2) The Sanitary Sewer Easement will be 10' wide, begin at the west lease line for the Mercy building and run west from parcel 526-0040-0026 onto parcel 526-0040-0029 to the MSD sanitary sewer main in the right of way for Ronald Reagan Highway.

The easements are to allow Duke Energy and Schuermann Properties to install and maintain underground utilities for the Mercy Health medical building. Council approved the Duke Energy electric easement in August and the final easement will be the Greater Cincinnati Water Works easement once it has been finalized.

The easements were presented to and recommended by the Land Development Committee on September 6. If you have any questions, please let me know.

PASSED:
BY:

RESOLUTION NO. 2017-30

RESOLUTION AUTHORIZING EASEMENTS TO DUKE ENERGY
AND MSD TO ENABLE UTILITY CONNECTION TO
MERCY DEVELOPMENT AT NORTH SITE

WHEREAS, Village Council authorized the lease of a portion of property at the North Site to DBS Ridge Road, LLC for the development and use of the property for a medical office building;

WHEREAS, in order to connect certain utilities to the property, Duke Energy requires an easement from the Village to install utilities over adjacent property owned by the Village;

WHEREAS, the utilities include a 15-foot wide easement to Duke Energy for the installation and maintenance of a natural gas line, and a 10-foot wide easement to the Metropolitan Sewer District to install and maintain a sanitary sewer line;

WHEREAS, the Land Development Committee reviewed the request and recommends approval of the easements;

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

SECTION 1: The Village Manager is authorized and directed to grant a 15-foot wide easement to Duke Energy Ohio, Inc. for the purposes of installing and maintaining a natural gas line, and a 10-foot wide easement to the Metropolitan Sewer District to install and maintain a sanitary sewer line, substantially in the form as those easements attached hereto and incorporated herein, conditioned on approval by the Village Solicitor, for the purpose of connecting necessary utilities to the medical office building being developed on the property leased to DBS Ridge Road, LLC.

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

Passed this ____ day of _____, 2017.

Mayor Thomas C. Muething

Attest:

Nicole Browder, Clerk of Council

Resolution Vote:

Moved: _____ Second: _____

I, Clerk of Council of Amberley Village, Ohio, certify that on the ____ day of _____ 2017, the forgoing Resolution was published pursuant to Article IX of the Home Rule Charter by posting true copies of said Resolution at all of the places of public notice as designated by Sec. 31.40(B), Code of Ordinances.

Nicole Browder, Clerk of Council

GRANT OF EASEMENT

Pt. Parcel #526-0040-0060
Pt. Parcel #526-0040-0025
Pt. Parcel #526-0040-0026-90

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, **AMBERLEY VILLAGE, OHIO**, an Ohio municipal corporation (f/k/a: VILLAGE OF AMBERLEY, OHIO, a municipal corporation of the State of Ohio) (hereinafter referred to as "Grantor"), hereby grants unto **DUKE ENERGY OHIO, INC.**, an Ohio corporation, with a mailing address of 139 East Fourth Street, Cincinnati, OH 45202, and its successors and assigns (hereinafter referred to as "Grantee"), a perpetual, non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify and remove, an underground gas line or lines including but not limited to, all necessary and convenient equipment such as underground ducts, conduits, wires, cables, manholes, pipes, grounding systems, surface equipment (including, but not limited to, pressure regulating equipment) and all other appurtenances, fixtures and equipment (hereinafter referred to as the "Facilities") for the underground transportation of gas, in, upon, over, along, under, through and across the following described real estate:

Situated in Section 26, Town 4, Entire Range 1, Miami Purchase, Village of Amberley, Sycamore Township, Hamilton County, State of Ohio; being 1) a 0.0485 acre tract of land and 2) a 0.4587 acre tract of land as conveyed to **AMBERLEY VILLAGE, OHIO** from: 1) the Board of County Commissioners of Hamilton County, Ohio by Limited Warranty Deed dated March 8, 2017 and recorded in **Official Record Book 13371, Page 430**; 2) Faith C. Garner by General Warranty Deed executed December 28, 2006 and recorded in **Official Record Book 10444, Page 941** in the Office of the Recorder of Hamilton County, Ohio. And also being a tract of land as conveyed to the **VILLAGE OF AMBERLEY, OHIO** from Marvin L. Warner and Jane B. Warner by Quit Claim Deed dated February 3, 1964 and recorded in **Deed Book 3335, Page 13** in the aforesaid Recorder's Office (hereinafter referred to as "Grantor's Property") and further described in Exhibit "B", attached hereto and becoming a part hereof.

Said gas easement being a strip of land fifteen feet (15') in uniform width, lying seven and one-half feet (7.5') wide on both sides of a centerline, which centerline shall be established by the center of the Facilities as constructed and as generally shown on Exhibit "A", attached hereto and becoming a part hereof (hereinafter referred to as the "Easement Area").

This easement grant shall include, but not be limited to, the following respective rights and duties of Grantor and Grantee:

1. Grantee shall have the right of ingress and egress over the Easement Area, and over the adjoining land of Grantor's Property (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).

2. Grantee shall have the right to cut down, clear, trim, remove, and otherwise control any trees, shrubs, overhanging branches, and/or other vegetation upon or over the Easement Area. Grantee shall also have the right to cut down, clear, trim, remove, and otherwise control any trees, shrubs, overhanging branches, and/or other vegetation which are adjacent to the Easement Area but only to the extent such vegetation may endanger, as reasonably determined by Grantee, the safe or reliable operation of the Facilities, or where such vegetation is trimmed consistent with generally accepted arboricultural practices.

3. To the best of Grantor's knowledge, the Easement Area and the adjoining land of Grantor's Property have never been used to release, discharge, generate or store any toxic, hazardous, corrosive, radioactive or otherwise harmful substance or material.

4. Grantor shall not place or permit the placement of, any obstructions, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such obstruction.

5. Grantee shall have the right to pile dirt and other material and to operate equipment upon the surface of the Easement Area and the adjoining land of Grantor's Property, but only during those times when Grantee is constructing, reconstructing, maintaining, repairing, replacing, relocating, adding to, modifying, or removing the Facilities.

6. Excluding the removal of vegetation and obstructions as provided herein, any physical damage to the surface area of the Easement Area and the adjoining land of Grantor's Property resulting from the exercise of the rights granted herein to Grantee, shall be promptly paid by Grantee, or repaired or restored by Grantee to a condition which is reasonably close to the condition it was in prior to the damage, all to the extent such damage is caused by Grantee or its contractors or employees. In the event that Grantee does not, in the opinion of Grantor, satisfactorily repair any damage, Grantor must, within ninety (90) days after such damage occurs, file a claim for such damage with Grantee at (a) 139 East Fourth Street, Cincinnati, OH 45202, Attn: Right of Way Services, or (b) by contacting an authorized Right of Way Services representative of Grantee.

7. Grantor shall have the right to use the Easement Area and the adjoining land of Grantor's Property in any manner which is consistent with the rights granted herein to Grantee, and shall comply with all applicable codes when making use of the land near the Facilities.

8. Notwithstanding anything to the contrary contained herein, Grantor shall not without the prior written consent of Grantee (a) construct or install, or permit the construction or installation of any building, house, or other above-ground structure, or portion thereof, upon the Easement Area; or (b) excavate or place, or permit the excavation or placement of any dirt or other material upon or below the Easement Area; or (c) cause, by excavation or placement of material either on or off the Easement Area, a pond, lake, or like retention or detention of water to be established in the Easement Area.

9. Grantor warrants that it has the necessary authority and title to Grantor's Property to grant this easement to Grantee, and shall defend and hold Grantee harmless from the claim of any third party that Grantor does not have such authority or title.

10. The respective rights and duties herein of Grantor and Grantee shall inure to the benefit of, and shall be binding upon the respective successors, assigns, heirs, personal representatives, lessees, licensees, and/or tenants of Grantor and Grantee. Easement, Grantor and Grantee, as used herein, shall be deemed to be plural, when required to be so. The exercise of any or all of the rights and privileges of Grantee set forth herein, shall be at the sole discretion of Grantee.

SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, Grantor has caused this Grant of Easement to be signed by its duly authorized representative(s), effective the ____ day of _____, 2017.

AMBERLEY VILLAGE, OHIO, an Ohio municipal corporation
Grantor

By: _____ By: _____

Printed Name: _____ Printed Name: _____

Printed Title: _____ Printed Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Personally appeared before me this day _____ and _____, (a) duly authorized representative(s) of Grantor and acknowledged the signing of this Grant of Easement by _____ to be a voluntary act and deed for and on behalf of Grantor, and having been duly sworn/affirmed, state(s) that any representations contained therein are true to the best of _____ personal knowledge.

WITNESS my hand and notarial seal, this ____ day of _____, 2017.

My Commission Expires: _____ Signed Name: _____

My County of Residence: _____ Printed Name: _____

This Instrument Prepared by Janice L. Walker, Attorney-at-Law, 139 E. Fourth St. Cincinnati, OH 45202.

For Grantee's Internal Use:
eMax #E21425332
Gas Map #N03E02-11
Prepared by: CLP/MDA
Prepared date: August 9, 2017

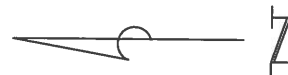
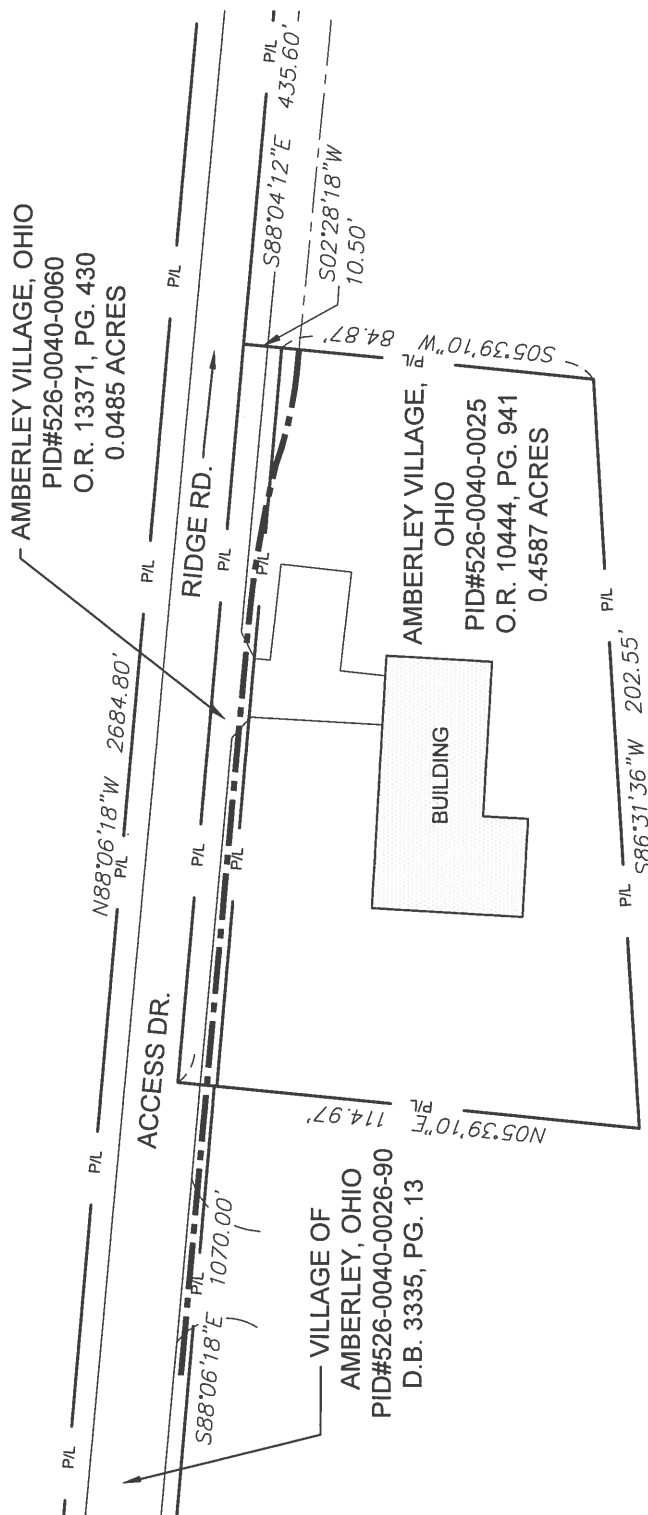
EXHIBIT "B"

Parcel ID #526-0040-0026

Situated in Section 26, Town 4, Entire Range 1, Miami Purchase, Amberley Township, and being in the Village of Amberley, Hamilton County, Ohio, and being more particularly described as follows:

Beginning at a spike at the intersection of Fuhrman and Ridge Roads, said spike being in the northeast corner of the Southwest quarter of said Section 26 and the true point of beginning; thence North $88^{\circ}6'18''$ West 2684.80 feet along the North line of said quarter section which is also the South corporation line of the City of Reading and the North corporation line of the Village of Amberley to a point, said point being the West line of said Section; thence along the West line of said section which is also the East corporation line of the City of Reading, and the West corporation line of the Village of Amberley South $2^{\circ}15'34''$ West 896.51 feet to a point, which point is also the Northwest corner of a tract of land conveyed to Marion F. Mashburn by deed recorded in Deed Book 2409, page 278, of the Hamilton County, Ohio Deed Records; thence Eastwardly along the northerly line of said Marion F. Mashburn tract South $88^{\circ}7'39''$ East 423.58 feet to a point in the Northerly right of way line of the Cross-County Highway; thence along the Northerly right of way line of the Cross-County Highway the following courses: North $57^{\circ}7'30''$ East 241.67 feet, thence along a curve deflecting to the right with a radius of 2914.79 feet a distance of 639.42 feet to a point; thence North $1^{\circ}53'42''$ East 423.77 feet to a point, which point is 30 feet south of the quarter section line which is also the South corporation line of the City of Reading and the North corporation line of the Village of Amberley; thence South $88^{\circ}6'18''$ East 1070 feet parallel to the aforementioned quarter section line and 30 feet South thereof to a point; thence North $2^{\circ}28'18''$ East 10 feet to a point; thence South $88^{\circ}4'12''$ East 435.60 feet to a point in the center line of Ridge Road; thence North $2^{\circ}28'18''$ East 20 feet along the center line of Ridge Road and the East line of said quarter section to the true place of beginning.

THIS IS NOT A SURVEY. LOCATIONS SHOWN ARE APPROXIMATE. THE ACTUAL CENTERLINE LOCATION OF THE UTILITY LINE IS THE CENTERLINE OF THE EASEMENT.



LEGEND

— — — — — CENTERLINE 15' WIDE UNDERGROUND GAS EASEMENT

SAFETY EXPECTATIONS FOR THIS JOB ARE THAT YOU • REDUCE RISK • REMOVE EXPOSURE TO HAZARDS • REINFORCE SAFE BEHAVIOR 	DUKE ENERGY OHIO, INC. - EXHIBIT "A"	
	PROPERTY OWNER: AMBERLEY VILLAGE, OHIO	
	LOCATION: 8599 RIDGE RD, SEC 26, T-4, E.R.-1, VILLAGE OF AMBERLEY, SYCAMORE TWP, HAMILTON COUNTY, STATE OF OHIO	
	DATE: 08/07/2017 DRAWN BY: AM CHECKED BY: MT REVISION DATE: 08/10/2017 REVISED BY: AM	eMax # E21425332



DUKE ENERGY®

139 E. FOURTH STREET
CINCINNATI, OHIO 45202

Auditor's Parcel ID: Pt. #526-0040-0026; Pt. #526-0040-0029

GRANT OF EASEMENT FOR SANITARY SEWER

KNOW ALL MEN BY THESE PRESENTS:

That the Village of Amberley, Hamilton County, Ohio, hereinafter Grantor, the fee simple owner of the real estate identified as Hamilton County Assessor's Parcel Nos. 526-0040-0026 and 526-0040-0029-30, more specifically described in Exhibit A hereto, identified in Deed Book 3335, Page 13 and Deed Book 7706, Page 2563, respectively, of the records of Hamilton County, Ohio, hereinafter "Property," in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, does hereby grant, bargain, sell, convey, and release to DBS Ridge Road, LLC, an Ohio limited liability company, hereinafter Grantee, and to its agents, employees, successors and assigns, a 10-foot wide permanent, perpetual, non-exclusive easement for the construction, installation, operation, repair and/or replacement of a sanitary sewer line and equipment, on and under a portion of the Property described on Exhibit A, said easement as depicted on Exhibit B ("Easement Area") attached hereto and made a part hereof.

This easement grant shall include, but not be limited to, the following respective rights and duties of Grantor and Grantee:

1. Grantee shall have the right of ingress and egress over the Easement Area, and over the adjoining land of Grantor's Property (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee, at its cost, is responsible for the maintenance, repair, and upkeep of the Easement Area and any facilities or equipment placed thereon or thereunder by Grantee or its agents. In the event Grantee fails to perform its obligations hereunder, Grantor shall have the right to perform such obligations at Grantee's expense after having first given Grantee written notice of at least 15 calendar days.
3. Grantee shall have the right to cut down, clear, trim, remove, and otherwise control any trees, shrubs, overhanging branches, and/or other vegetation upon or over the Easement Area. Grantee shall also have the right to cut down, clear, trim, remove, and otherwise control any trees, shrubs, overhanging branches, and/or other vegetation which are adjacent to the Easement Area but only to the extent such vegetation may endanger, as reasonably determined by Grantee, the safe or reliable operation of Grantee's sanitary sewer facilities, or where such vegetation is trimmed consistent with generally accepted arboricultural practices.

4. Grantor shall not place, or permit the placement of, any obstructions which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such obstruction.

5. Grantor reserves all rights to use the Easement Area in a manner that is not inconsistent with the rights provided to Grantee herein.

6. Grantee shall promptly repair any damage to the Property caused by Grantee's use of the Easement Area, including restoration of the Property to a condition which is reasonably close to the condition it was in prior to the damage.

7. Grantee shall obtain and maintain in full force and effect, and at its own expense, Workers Compensation Coverage, in accordance with applicable state law where the Easement Area is located, and Commercial General Liability insurance in a form and amount as Grantor deems appropriate including naming Grantor as an additional insured; provided, however, Grantee shall have the right to self-insure the insurance obligations of this Paragraph.

8. Grantee shall not permit any mechanic's or materialmen liens, or other encumbrances, on the Property without the written consent of Grantor, and if such liens or encumbrances shall be placed on the Property, Grantee shall cause said liens and encumbrances to be removed as soon as possible.

9. The respective rights and duties herein of Grantor and Grantee shall inure to the benefit of, and shall be binding upon the respective successors, assigns, heirs, personal representatives, lessees, licensees, and/or tenants of Grantor and Grantee. Easement, Grantor and Grantee, as used herein, shall be deemed to be plural, when required to be so. The parties acknowledge that neither party is considered to be the drafter of this instrument, and that each party had an equal opportunity to review this instrument and have it reviewed by an attorney.

IN WITNESS WHEREOF, the parties have executed this Easement this ____ day of _____, 2017.

Grantor:

Amberley Village

Scot Lahrmer, Village Manager

STATE OF OHIO)
) SS
COUNTY OF Hamilton)

The foregoing instrument was signed and acknowledged before me, a Notary Public, this ____ day of _____, 2017 by Scot Lahrmer on behalf of Amberley Village.

Notary Public

SPACE LEFT INTENTIONALLY BLANK

Grantee:

DBS Ridge Road, LLC

Ken Schuermann, Manager

STATE OF OHIO)
) SS
COUNTY OF HAMILTON)

The foregoing instrument was signed and acknowledged before me, a Notary Public, this _____ day of _____, 2017, by Ken Schuermann, Manager of DBS Ridge Road, LLC, as duly authorized.

Notary Public

This instrument prepared by Kevin Frank, Esq., Wood and Lamping LLP, 600 Vine Street, Suite 2500, Cincinnati, Ohio 45202.

2505995.1

EXHIBIT A
Legal Description
Amberley Village Property

Parcel ID #526-0040-0026

Situated in Section 26, Town 4, Entire Range 1, Miami Purchase, Amberley Township, and being in the Village of Amberley, Hamilton County, Ohio, and being more particularly described as follows:

Beginning at a spike at the intersection of Fuhman and Ridge Roads, said spike being in the northeast corner of the Southwest quarter of said Section 26 and the true point of beginning; thence North $88^{\circ}6'18''$ West 2684.80 feet along the North line of said quarter section which is also the South corporation line of the City of Reading and the North corporation line of the Village of Amberley to a point, said point being the West line of said Section; thence along the West line of said section which is also the East corporation line of the City of Reading, and the West corporation line of the Village of Amberley South $2^{\circ}15'34''$ West 896.51 feet to a point, which point is also the Northwest corner of a tract of land conveyed to Marion F. Mashburn by deed recorded in Deed Book 2409, page 278, of the Hamilton County, Ohio Deed Records; thence Eastwardly along the northerly line of said Marion F. Mashburn tract South $88^{\circ}7'39''$ East 423.58 feet to a point in the Northerly right of way line of the Cross-County Highway; thence along the Northerly right of way line of the Cross-County Highway the following courses: North $57^{\circ}7'30''$ East 241.67 feet, thence along a curve deflecting to the right with a radius of 2914.79 feet a distance of 639.42 feet to a point; thence North $1^{\circ}53'42''$ East 423.77 feet to a point, which point is 30 feet south of the quarter section line which is also the South corporation line of the City of Reading and the North corporation line of the Village of Amberley; thence South $88^{\circ}6'18''$ East 1070 feet parallel to the aforementioned quarter section line and 30 feet South thereof to a point; thence North $2^{\circ}28'18''$ East 10 feet to a point; thence South $88^{\circ}4'12''$ East 435.60 feet to a point in the center line of Ridge Road; thence North $2^{\circ}28'18''$ East 20 feet along the center line of Ridge Road and the East line of said quarter section to the true place of beginning.

Situates in Section 26, Town 4, E.R. 1, Sycamore Township, Village of Amberley, Hamilton County, Ohio more particularly described as follows:

Beginning at the northeast corner of the southwest quarter of said Section 26, said corner being the centerline intersection of Ridge Road and Fahrman Road;

THENCE North 88 degrees 06 minutes 18 seconds West for a distance of 433.60 feet with the north line of said Quarter Section and the Corporation Line of the Village of Amberley;

THENCE South 02 degrees 28 minutes 18 seconds West for a distance of 30.64 feet leaving said corporation line to a 5/8" iron pin set and the true place of beginning for this description;

THENCE South 02 degrees 28 minutes 18 seconds West for a distance of 84.37 feet continuing to a 5/8" iron pin set in the north line of the Ronald Reagan Cross County Highway;

THENCE South 74 degrees 55 minutes 35 seconds West for a distance of 837.33 feet with said north line to a 5/8" iron pin set;

THENCE along a curve to the left having a radius of 2914.79 feet and an arc length of 371.14 feet, being subtended by a chord of South 71 degrees 16 minutes 43 seconds West for a distance of 370.89 feet with said north line to a 5/8" iron pin set;

THENCE North 01 degrees 33 minutes 42 seconds East for a distance of 435.50 feet leaving said north line to a 5/8" iron pin set;

THENCE along a curve to the right having a radius of 180.00 feet and an arc length of 75.58 feet, being subtended by a chord of North 78 degrees 54 minutes 33 seconds East for a distance of 75.02 feet to a 5/8" iron pin set;

THENCE North 81 degrees 47 minutes 07 seconds East for a distance of 31.43 feet to a 5/8" iron pin set;

THENCE South 89 degrees 03 minutes 40 seconds East for a distance of 266.87 feet to a Magnall set;

THENCE South 88 degrees 24 minutes 19 seconds East for a distance of 503.71 feet to a 5/8" iron pin set;

THENCE South 88 degrees 06 minutes 40 seconds East for a distance of 293.41 feet to the place of beginning.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 7.0096 acres more or less.

Based on a Survey by Nordloh & Associates under the direct supervision of Len C. Nordloh P.S. Ohio Registration No. 7066 dated June 19, 1998.

June 19, 1998

EXHIBIT "B"
DEPICTION OF EASEMENT AREA



803 Compton Road, Suite A
Cincinnati, Ohio 45231-3819
(513) 521-4760
Fax (513) 521-2439
bobtrenkamp@tgraham.com

July 28, 2017

Legal Description: Centerline of Private 10' wide sanitary sewer easement

Situated in Section 26, Town 4, Entire Range 1 of the Miami Purchase, Sycamore Township, Village of Amberley, Hamilton County, State of Ohio and being more particularly described as follows:

Commencing at a point in the centerline of Ridge Road, being the intersection of the north-south half section line and the east-west half-section line of Section 26; thence with the said east-west half section line of Section 26, North 88° 06' 18" West, 435.60 feet; thence departing the said east-west half section line of Section 26, South 02° 28' 35" West, 30.64 feet; thence North 88° 08' 40" West, 293.40 feet; thence North 88° 24' 19" West, 284.70 feet; thence South 01° 35' 55" West, 211.99 feet to the point of beginning of the private 10' wide sanitary sewer easement herein described:

Thence with the following ten (10) courses and distances:

- L1 North 87° 17' 30" West, 87.54 feet;
- L2 South 46° 06' 37" West, 91.79 feet;
- L3 South 73° 39' 29" West, 97.44 feet;
- L4 South 77° 14' 28" West, 99.27 feet;
- L5 South 76° 33' 25" West, 99.24 feet;
- L6 South 73° 31' 56" West, 98.59 feet;
- L7 South 68° 28' 58" West, 95.33 feet;
- L8 South 64° 48' 51" West, 97.15 feet;
- L9 South 47° 01' 06" West, 116.67 feet;
- L10 South 88° 08' 32" West, 2.66 feet to the point of connection to the existing Sanitary sewer.

• Engineers



• Surveyors

1

**VILLAGE MANAGER'S REPORT
SEPTEMBER 11, 2017 COUNCIL MEETING**

Dear Mayor and Council Members:

Developments

The Planning Commission/ZBA met on September 6 and approved a variance for a two-car garage addition and the replacement of an existing 6 foot fence. The next meeting of the Planning Commission/ZBA is October 2 and the filing deadline is September 11.

12 zoning certificates were issued for the month of August, including parking lot lighting replacement at the JCC, 3 additions with accompanying interior renovations, 1 retaining wall, 2 decks, 2 fences, 2 temporary tents, and 1 covered patio.

7 property maintenance letters were issued in August including 3 standing dead trees, 2 trash/debris in yard, 1 general property condition, and 1 fencing issue.

Electric and Gas Aggregation

2017 Savings: January - July Electric \$23,597 Gas: \$26,635

**Maintenance Department Activities
Street and Right of Way**

The Village crews spent just over a week painting the street markings onto the roadways. Crosswalks, stop bars, arrows, and rail road crossing markings were re-painted along with the application of glass beads to maintain reflectivity of the markings at night. The Hamilton County road stripping unit was contracted to paint the yellow center lines on the neighborhood streets as well as yellow center line and white edge lines on Section Road and Galbraith Roads.

The 2017 tar program was completed on light to medium cracked streets. Those streets were: Royal Oak, Laurel Oak, Lynnehaven Drive, Lynnehaven Court, North Fair Oaks, Willowbrook, Meadowbrook, Oakridge, Beech, Glen Acres, Whitetree, and the Lansdowne fire lane to Rollman's. This year's program used 7 skids of tar. Each skid weighs 2,250 pounds.

Other right of way details performed by the Maintenance Department:

- Cleaned out creeks and catch basins 2 times this month.
- Filled 14 potholes in various locations throughout the village.
- Dye tested sink holes in the back yard of 7560 Elbrook, and Beechlands service drive.
- Loaned the Village of Mariemont a shoring trailer, trench jacks and use of Jim Swader for their pipe job, however, he returned later with the equipment because it wasn't big enough for their emergency repair.

- Filled gator watering bags on the Maple trees planted on Bluegrass.
- Weed eat weeds and fill cracks with tar near the driveway at 7740 Gwenwyn.

Facilities Maintenance and Repairs

Set up and cleaned up for Village Ice Cream Social on August 20, 2017. This involved picking up several items around town such as the fire house from Norwood, setting up tents, cleaning the fire house and trucks for the event.

- Cleaned and performed minor maintenance to Municipal Building, set up for and cleaned up after 5 events in the Community Room and Council Chambers including: Council Meeting, ESC and Mayor's Court.
- Replaced light bulbs in parking lot near the tennis courts.
- Blew pine needles off tennis courts 5 times.
- Troubleshoot middle gate at North Site not working.
- Sprayed Round-up on upper and lower walking tracks, flower beds, fences, North Site parking lot, fences, and overpass over Ronald Reagan Highway.
- Called a contractor to repair North Site middle gate which had a bad transmitter.
- Replaced light bulbs in the main parking lot of the North Site.
- Dumped 46 loads of asphalt grindings on Fair Oaks and Beechland's fire lanes, spread and rolled out the millings, which will in time become hard and won't wash out.
- Met with vendor about drug drop off box and tax drop off box.
- Unclogged 2 bathroom sinks in municipal building and removed rocks from drinking fountain on walking track.

Equipment Maintenance

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

Other equipment repairs:

- Repaired the sliding doors to the rear compartment of Quint 4.
- Repaired broken welds on equipment trailer fenders and painted.
- Cleaned and washed dump truck and backhoe for Ice Cream Social.
- Cleaned tar off resident car tires from tar crew.
- Repaired paint stripper drive system.
- Roller wiring caught fire and was later dropped off at Southeastern Equipment for repair.

Department Training

- Tony Chesney and Ryan Monahan attended Public Works of Southwest Ohio luncheon/meeting at the City of Sharonville.
- Tony Chesney attended Employee Performance and Constructive Feedback class in Kettering with the Chief.

- Tony Chesney and Ryan Monahan attended CLG Leadership Academy in Amberley.
- Met with Rob from ESP Media about making brush video for website.
- Entire Department attended Work Zone Traffic Control training class in Symmes Township; class was taught by Ohio Department of Transportation.
- Entire maintenance department set up for and filmed brush operations for new website brush collection video.

Fire Department, Training and Equipment Maintenance

- Performed the monthly fire equipment inspection and made the proper repairs.
- In preparation for physicals, participated in a blood draw for all firefighters.

Residential Services

The Maintenance crews continued the Residential Brush Chipping Service throughout the Village. The crews utilized 98 man hours generated 160 cubic yards of wood chips, logs and other debris and picked up 9 dead animals, three of which were deer.

The Maintenance crews delivered 46 cubic yards of wood chips to Village residents. A contractor hauled 24 yards of leaves away for a total of 70 yards of composting hauled out.

Police Activity

During the month of August, the police department received 1,505 calls for service and 565 PSAP 911 calls and non-emergency calls. There were 98 citations issued for Mayor's Court last month, 21 were for Municipal Court. Vehicle accidents totaled 7 (1 claim was reported for personal injury) during the month. Officers issued 92 verbal warnings. Minor misdemeanor citations resulted in 14 drug offenses, 1 dog at large, 1 littering, 3 open containers, and 6 property maintenance. K-9 activity included 5 assists to other departments, 1 demo event, 6 drug sniffs, and 2 other activities.

Fire Activity

During the month of August there were 51 reports taken by the Fire Department. Of the 51 reports, the department responded to a motor vehicle accident, hazardous conditions, gas leak, service calls, fire training, lifting assistance, EMS calls, smoke detector alarm, fire alarms, carbon monoxide detector alarm, severe weather incident, and fire inspections.

Meetings

A kick off meeting was held for the planning contract awarded by Council to MKSK Landscape Architecture. After the meeting, the Amberley Green property was walked with Frank Davis, Clete Benken, Sean Hare and Joe Nickol.

Mayor Muething and I met with a video marketing company.

A meeting was held with Duke representatives and staff to have dialogue regarding outages in the Village, why certain streets are out longer than others, how to improve, and communicate back to residents.

I attended the Ice Cream Social held August 20.

A meeting was held with Melissa Johnson of the Redevelopment Authority (formerly Port Authority) regarding 2100 Section Road.

I met with Ben Karacia, General Manager of Pepsi.

Mayor Muething, Frank Davis and I met with Marc Fisher, John Silverman and Todd Schild regarding Amberley Green.

The Land Development Committee met on August 16 to discuss tax increment financing.

The Finance Committee met on August 22 regarding the July financials and an expenditure trend analysis.

I attended the Streets Committee to discuss the Ohio Public Works Commission grant for Farmcrest Subdivision, waste collection bid, rock salt and the Public Works Mutual Aid Pact.

I attended the September 6 Land Development Committee to review sanitary sewer and gas line easements for the Mercy Health medical office building.

The Compensation and Benefits Committee met to hear from Mark Schlagheck, Treasurer of the Center for Local Government Benefit Pool (CLGBP) regarding the year-end financials.

I attended the Police-Fire Committee where the following topics were discussed: Auxiliary police, 911 System Update (Cincinnati Bell), dispatch expansion, alarm system update and a department update.

The Southwest JEDZ Board met for its quarterly meeting.

A staff meeting was held last month with topics including: Council action from August 14, necessary items for September 11 council meeting, committee items, E-News for September and the print newsletter for October, Payday News, the open maintenance worker position, MKSK's anticipated work and upcoming council elections.

I was on vacation August 24-September 1.

Ice Cream Social

The annual Ice Cream Social was held August 20. Resident Amy Rubenstein coordinated the event in collaboration with Village staff. Residents were served soft serve ice cream from the Mr. Softee ice cream truck this year which received great reviews. The fire truck spray station, house on fire for kids to spray, along with the dive boat and maintenance trucks were among the

public safety stations available for residents to interact with staff about their services. The September E-news recapped the event and a video sharing the photos from the event was included for residents.

Personnel

Maintenance Worker/Fire Fighter David Stone resigned from his position on September 1. The open position was advertised and applications have been received. A hiring process will be conducted beginning with a physical fitness test as the dual fire fighting duties require fitness criterion to be met annually.

Kudos to Chief Wallace for his recognition of an Honorable Mention in the award category of Community Service and Problem Solving. He will be recognized at the September 11, 2017 Beyond the Call awards program. The criteria for this category recognizes honorees who have devoted themselves to an unusually high level of service to the community, and engaging with others in a positive way to resolve issues of concern to individuals and community groups. Chief Wallace's nomination details the Chief's passion for mutual aid to surrounding communities, connecting on social media with the residents, engaging the Village's growing Jewish population and collaborating with the local rabbis to address issues within the community.

Brush and Leaf Collection

The Village will temporarily suspend the collection of brush beginning October 6. The last pick-up for residents will be your regularly scheduled pick-up day during the week of October 2nd through October 6th and residents can visit the website to check on their last pick-up day or call the Administration office at 531-8675. Leaf collection begins October 16 and runs through December 29. Residents received updates on these seasonal changes in the September E-News and it will be shared again in the print newsletter for October.

Proposed Duke Gas Line

The Ohio Power Siting Board (OPSB) has postponed the September 11 adjudicatory hearing previously scheduled for Duke Energy Ohio's proposal to construct a natural gas pipeline extension in Hamilton County. The OPSB will reschedule the hearing at a later date. The purpose of the adjudicatory hearing was to allow parties to the case to provide sworn testimony and cross examine witnesses.

The OPSB indefinitely postponed the hearing in response to a request from Duke Energy Ohio to suspend the procedural schedule to allow the company additional time to examine site-specific matters it has become aware of through meetings with property owners and municipalities.

Miscellaneous

A Call Safe message was delivered to residents promoting the Ice Cream Social.

Articles were suggested for the September E-News which was sent to email subscribers and

posted to the Village website and social media outlets, including the Nextdoor website on September 6.

The Port of Greater Cincinnati Development Authority (Port Authority) has changed its name to the Greater Cincinnati Redevelopment Authority, to better reflect the mission and work of the organization.

The son of Amberley Village's first Police Chief William Krueger, Bill Krueger stopped by my office this week to donate something to the Village in memory of his father. I felt it appropriate for him to present it at our council meeting on Monday so he is on our agenda. Some background information on Chief Krueger, he began his service on January 1, 1941 as Amberley's first full time employee with an annual salary of \$2,200. Chief Krueger spent 33 years with Amberley, watching the department grow from 5 men to 16 upon his retirement in 1974. A chapter from our history book, which was an interview with the Chief from 1988, has been included in your packet.

I have communicated with residents regarding street conditions, trees, storm water, underground utilities, ballfields, tennis courts, Temple Shalom, 2100 Section Road demolition, variances, property maintenance, history of neighborhood and general items.

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

Scot F. Lahrmer
Village Manager