COUNCIL MEETING AGENDA
January 8, 2018 at 6:30 PM

ROLL CALL

PLEDGE OF ALLEGIANCE

MINUTES

1. Regular Council Meeting of December 11, 2017

FINANCE REPORT

1. Month of November 2017

GUEST SPEAKERS

1. Angela Robertshaw, YMCA Resource Coordinator, Pleasant Ridge Montessori
2. Jenny Mauch, Principal, Pleasant Ridge Montessori

SWEARING-IN OF SGT. BRANDON GEHRING

COMMITTEE REPORTS:

STREETS, PUBLIC UTILITIES & SEWERS COMMITTEE

1. Resolution 2018-1, Authorizing Professional Service Rate Schedule for the Village Engineer

HEALTH, EDUCATION & WELFARE COMMITTEE

POLICE AND FIRE COMMITTEE

1. Ordinance 2018-1, Authorizing a Contract with Cost Recovery Corp for the Collection and Reimbursement of Certain Public Safety Expenses

PUBLIC BUILDINGS & PARKS COMMITTEE

1. Resolution 2018-2, Authorizing the Village Manager to Enter into a Contract for Asbestos Removal at Amberley Green Clubhouse

LAND DEVELOPMENT COMMITTEE

1. Resolution 2018-3, Authorizing an Easement to Greater Cincinnati Water Works for Water Line on North Site

MANAGER'S REPORT

1. Village Manager's Report

CHIEF'S REPORT

MAYOR'S REPORT

1. Ordinance 2018-2, Authorizing an Addendum to Village Manager's Employment Agreement

NEW BUSINESS

ADJOURNMENT

MINUTES OF THE REGULAR MEETING
AMBERLEY VILLAGE COUNCIL
MONDAY, DECEMBER 11, 2017

The Council of Amberley Village, Ohio met in regular session at the Amberley Village Municipal Building, 7149 Ridge Road on Monday, December 11, 2017 at 6:30 p.m. Mayor Muething called the meeting to order. The following roll call was taken:

PRESENT:	ALSO PRESENT:
Richard Bardach	Chief Rich Wallace, Police-Fire Department
Peg Conway	Nicole Browder, Clerk of Council
Ed Hattenbach	Kevin Frank, Village Solicitor
Elida Kamine	Scot Lahrmer, Village Manager
Thomas C. Muething	
Ray Warren	
Natalie Wolf	

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

The first order of business was to select the Mayor and Vice Mayor. Tom Muething asked for nominations for Mayor. Ms. Conway stated that Tom Muething has shown a willingness to do whatever is needed for the Village and has provided effective leadership. Ms. Conway moved to select Tom Muething as Mayor for the 2017-2019 term. Seconded by Ms. Wolf and motion carried unanimously.

Mayor Muething asked for nominations for the Vice Mayor. Mr. Hattenbach moved to select Natalie Wolf as Vice Mayor for the 2017-2019 term. Seconded by Mr. Warren and the motion carried unanimously.

Solicitor Kevin Frank administered the oath of office for the Mayor and Vice Mayor.

Mayor Muething next moved to approve the committee listing presented to council to appoint members for this term. He noted that it is the same as the past two years, and continues with Rich Bardach as representative for the Planning Commission/Zoning Board of Appeals, Ray Warren as the representative to the Stormwater board, and him as the representative to the Environmental Stewardship Committee. Seconded by Ms. Wolf and the motion carried unanimously.

Mayor Muething moved to waive the three readings of Ordinance 2017-13, Ordinance Appointing Kevin Frank as the Solicitor for the Village for the 2017-2019 council term. Seconded by Mr. Hattenbach. Mr. Bardach recused himself because he is married to the Village's prosecutor and this ordinance also appoints the prosecutor. The roll call showed the following vote:

AYE:	Conway, Hattenbach, Kamine, Muething, Warren, Wolf	(6)
NAY:		(0)
ABSTENTION:	Bardach	(1)

Mayor Muething moved to approve Ordinance 2017-13. Seconded by M~~r~~s. Conway and the roll called showed the following vote:

AYE: Conway, Hattenbach, Kamine, Muething, Warren, Wolf (6)
NAY: (0)
ABSTENTION: Bardach (1)

Mayor Muething moved to approve Ordinance 2017-13 as an emergency measure for the necessity of maintaining continuity of legal representation for the Village. Seconded by Ms. Conway and the roll called showed the following vote:

AYE: Conway, Hattenbach, Kamine, Muething, Warren, Wolf (6)
NAY: (0)
ABSTENTION: Bardach (1)

Mayor Muething moved to waive the three readings for Ordinance 2017-14, Appointing Rick Kay as the Village Treasurer for the 2017-2019 council term. Seconded by Mr. Hattenbach and the roll call showed the following vote:

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

Mayor Muething moved to approve Ordinance 2017-14, seconded by Ms. Conway and the roll call showed the following vote:

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

Mayor Muething moved to pass Ordinance 2017-14 as an emergency measure for the necessity of immediately providing for the Village the services of the Treasurer. Seconded by Mr. Hattenbach and the roll call showed the following vote:

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

Mayor Muething moved to waive the three readings of Ordinance 2017-15, Appointing Nicole Browder as the Clerk of Council for the 2017-2019 council term. Seconded by Mr. Hattenbach and the roll call showed the following vote:

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

Mayor Muething moved to approve Ordinance 2017-15, seconded by Ms. Conway and the roll call showed the following vote:

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

Mayor Muething moved to pass Ordinance 2017-15 as an emergency measure for the necessity of providing the Village the services of the Clerk. Seconded by Ms. Conway and the roll call showed the following vote:

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

Mayor Muething reported that the Income Tax Review Board has three members, two appointed by council which need appointed, and one appointed by the Village Manager. Mayor Muething moved re-appoint Judy Barron and Ben Hunt for a two year term (2017-2019). The Village Manager has selected Rick Kay to continue as well. Seconded by Ms. Wolf and the motion carried unanimously.

Mayor Muething stated that council approved the appointment of Scott Rubenstein to the Planning Commission/Zoning Board of Appeals, which was partial term. Mayor Muething moved to re-appoint Scott Rubenstein to an additional four term to expire in 2020. Seconded by Ms. Wolf and the motion carried unanimously.

MINUTES

Mayor Muething asked if there were any changes to the November 13, 2017 meeting minutes as distributed. There being none, he stated the minutes were accepted as submitted.

FINANCE REPORT

Village Manager Scot Lahrmer presented the October, 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 October totaled $227,439. The total General Fund Revenue for the month of October was $383,740 while expenses equaled $618,789. At the end of October, the unencumbered General Fund balance was $5,845,782. The report was accepted as submitted.

SPEAKERS

Rabbi Daniel Bogard, 7240 Meadowbrook Drive, spoke to council in support of the non-discrimination ordinance and urge council to pass it. He stated that he would like to pass on a legacy to our children to stand up for dignity, equality, and justice.

FINANCE COMMITTEE

Mr. Hattenbach presented, read and moved to approve Ordinance 2017-16, Amending the Income Tax and Fire Appropriations for Fiscal Year 2017. Seconded by Ms. Conway and the roll call showed the following vote:

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

Mr. Hattenbach stated that the Finance Committee met and reviewed appropriations for the General Fund for 2018, and noted the levy fund has decreased $320,000 along with $120,000 being transacted for the heroin task force commander position.

Mayor Muething clarified that the heroin task force position is offset by funds from Hamilton County, and the Village is hosting the position.

Mr. Hattenbach summarized the proposed General Fund appropriations as follows:

Fund	Amount
Street Maintenance Repair	$799,960
Law Enforcement Trust Fund	$36,914
Vehicle License Tax	$108,273
Police & Fire Pension	$51,039
Mayor’s Court Computer	$19,015
Police Levy	$1,290,400

PSAP 911	$32,641
Employee Severance	$175,177
WeThrive	$3,475
Capital Projects	$329,49
Storm Water Utility	$535,060
Unclaimed Monies	$15,267
Mayor Court Agency	$140,000
Employee Health Insurance	$60,0000
Valley Band Escrow	$23,417
Southwest Kenwood JEDZ Agency	$1,075,000
Southwest Kenwood JEDZ Escrow	$25,000
Southwest Kenwood JEDZ Long Term Maintenance Agency	$15,000

Mayor Muething stated that while the amounts have been appropriated, the Finance Committee meets monthly and all expenses are reviewed ongoing each month.

Mr. Hattenbach presented, read and moved to approve Ordinance 2017-17, Making Appropriations for the Expenses of the Village of Amberley for the Fiscal Year 2018 in the amount of $5,100,000. Seconded by Ms. Conway and the roll call showed the following vote:

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

Mr. Hattenbach presented, read and moved to approve Resolution 2017-36, Authorizing the Village Manager to Enter into a Contract with Argonaut for Property and Casualty Insurance. Seconded by Ms. Wolf and the motion carried unanimously.

Mr. Hattenbach presented, read and moved to approve Resolution 2017-37, Resolution to Authorize Transfer of Unclaimed Monies to the #9101 Unclaimed Monies Agency Fund. Seconded by Ms. Conway and the motion carried unanimously.

PUBLIC BUILDINGS & PARKS COMMITTEE

Ms. Conway reported that the committee met on December 4 where staff presented a proposal for energy efficient lighting on the exterior of the building. This would include a rebate from Duke Energy in the amount of $2,044 with a net cost to the Village of $16,657. The project would replace or retro fit incandescent lighting fixtures around the exterior of the Municipal Building as follows:

Replacement
15 parking lot pole light fixtures
12 building wall pack fixtures
4 building flood lights on the front building

Retrofit
8 down lights over sidewalks and entrances to the building
4 bollard fixtures on the brick plaza in front of the building

The project is estimated to produce an annual energy and maintenance savings of $4,294.50, with a payback of approximately 3.88 years. Ms. Conway moved to approve Resolution 2017-38, Resolution Authorizing the Village Manager to Enter into a Contract to Purchase Energy

Efficient Lighting for the Municipal Building. Seconded by Mr. Hattenbach and the motion carried unanimously.
Ms. Kamine expressed her support for the energy efficiency effort to reduce energy costs and engaging in green opportunities.

Ms. Wolf commended Scot Lahrmer and Wes Brown for taking this step, and supports retrofitting fixtures for energy efficiency.

POLICE AND FIRE COMMITTEE
Ms. Conway reported that the committee has met two times to discuss several items. She stated the first was the alarm monitoring which is a continuation of what Chief Wallace has been working on for some time to update the alarm monitoring service and make it more widely available.

Ms. Conway stated the council previously approved equipment that the department has been testing and through that process it was realized that alarms need to be also transmitted via cellular service in addition to land lines. The Village would need to contract with a vendor to convert and relay those signals to the Village dispatch. In that process some obstacles were met which related to ensuring that the Village was not assuming any liability that it shouldn't. The Chief and Solicitor Frank have worked diligently with Honeywell/AlarmNet to finalize the contract language.

The Village has also created its own waiver for residents who sign up for monitoring. The Police Department is in the final stages of testing the new system and anticipates going live in February 2018. Ms. Conway moved to approve Resolution 2017-39, Authorizing the Village Manager to Enter into a Contract with AlarmNet to Enable Mobile Alarm Services for Residents. Seconded by Mr. Hattenbach and the motion carried unanimously.

Ms. Conway reported that a cruiser was involved in an auto accident, and while the officers was not injured the vehicle a total loss. Lebanon Ford has a Ford Utility Interceptor for $32,988, and Camp Safety can install the equipment, some transferred from the old cruiser, in the amount of $7,000. The total cost being $40,838. Ms. Conway presented, read and moved to approve Resolution 2017-40, Authorizing the Village Manager to Enter into a Contract to Purchase a Police Cruiser. Seconded by Ms. Wolf and the motion carried unanimously.

Ms. Wolf commented that she was grateful that no one was injured. Mayor Muething stated that this vehicle was in the rotation for replacement in 2018 anyway. Mr. Hattenbach asked about the responsibility of the other driver's insurance to reimburse the Village. It was clarified that this will be the final amount expensed to the Village.

Ms. Conway reported that the contract for EMS services is currently with Golf Manor, which will soon become the Little Miami Joint Fire District. The Village needs to assign its contract for services to that district, and the only change residents will see if the lettering of the name on the responding vehicles will change to the new district name. The agreement states that there is no current need to replace the Golf Manor fire station. Ms. Conway presented, read and moved to approve Resolution 2017-41, Resolution Authorizing the Assignment of the Agreement with Golf Manor Fire Department to the Little Miami Joint Fire District. Seconded by Ms. Wolf and the motion carried unanimously.

LAND DEVELOPMENT COMMITTEE
Mayor Muething presented and read the third reading of Ordinance 2017-10, Declaring to be of Public Purpose Certain Public Improvements which are Necessary for the Further Development of Certain Parcels with the Village and Establishing a Tax Increment Equivalent Fund. He noted

two previous readings of the ordinance took place. He stated the committee has worked throughout 2017 to get educated on TIFs and then moved to place a TIF on the North Site, with the possibility of a TIF at 2100 Section Road. He explained that the TIF is a benefit to the Village which allows funding to accumulate from the improvements of the property, and then can be used for projects close to that property. Mayor Muething moved to adopt Ordinance 2017-10, which includes the 2 acres of the Mercy Health project and approximately 5 acres near the maintenance garage. Seconded by Ms. Wolf and the roll call showed the following vote:

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

Ms. Wolf state that she learned that TIF funding can be used for public improvements contiguous to the property. If residents are wondering what type of projects that can include, it could be pathways, bridges to cross streets, or something near the area to make it safer for pedestrians.

Mayor Muething stated that had the TIF been in place at the time, the new left turn signal could have been funded through the TIF.

Mayor Muething moved to adopt Ordinance 2017-10 as an emergency measure so that the ordinance be effective before January 1, 2018, and before the property value is reassessed so the purpose of the TIF is achieved. Seconded by Mr. Hattenbach and the roll call showed the following vote:

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

Mayor Muething reported that the lease agreement for Mercy Health needed to be amended to clarify language so that any real estate tax payments are the responsibility of the lessee on the property. He stated the amendment equates the term taxes with fees in lieu of taxes. The lessee on the property is agreeable to the change. Mayor Muething moved to approve Resolution 2017-42, Equating Service Payments as Tax Payments in the Lease Agreement. Seconded by Ms. Wolf and the motion carried unanimously.

HEALTH, EDUCATION & WELFARE COMMITTEE

Ms. Wolf reported that the committee met on December 5 to continue discussions regarding a proposed non-discrimination ordinance that would expand the class of individuals protected from discrimination in Amberley. LBGT individuals would be afforded equal protection in the areas of commerce, housing, and public accommodations. Ms. Wolf stated that currently there are no federal or state protections for LGBT-Q individuals.

Ms. Wolf reported that as chair of the HEW Committee she has been representing Amberley at WeThrive! quarterly meetings regarding the learning collaboratives. She shared that each community, at these meetings, has the opportunity learn about current public health initiatives, from opioid crises to infant mortality. To learn about the pathway for the Village, visit watchusthrive.org. There is also blog available. She noted that Amberley was highlighted twice this summer by WeThrive! for its pedestrian safety resolution, and for the non-discrimination resolution. She also noted the committee will be meeting to discuss new media content tools available for the Village to communicate our achievements.

Ms. Wolf also reported that WeThrive! holds a recognition event annually to honor work of the participating communities. This year's event is December 13 from 5:30-8 p.m. at the JCC.

MANAGER'S REPORT

Mr. Lahrmer reported that the Maintenance Department will say leaf collection is different each year, and this year the leaves have fallen late. In the collection of leaves it was noticed that November had a lower number of loads which was down 35% over this time last year. The service will continue through December 29.

Mr. Lahrmer stated that the Village has submitted grant requests three years in a row for the funding of street replacement for the concrete streets on Farmcrest. He reported the recent application was not approved. He stated that the application will be applied for again and the amount of local funding will need to be increased this time. He noted that each time the Village has applied, it is a great application, however other communities with streets in worse condition and lower financials are being approved.

CHIEF'S REPORT

Chief Wallace announced the Menorah Lighting at 4 p.m. on December 11, and invited everyone to attend.

He complemented ESP Media for their work on the package delivery video and noted it was picked up by local radio and news stations which is great promotional coverage for the Village. He expressed his appreciation for Rob and his employees.

MAYOR'S REPORT

Mayor Muething stated that ESP Media has been working for the Village for three years and it is a much-improved service at a lower cost. He stated he hopes to continue their use and see more videos.

Mayor Muething stated that next month he will prepare a look back on 2017 from a council perspective and a look ahead at 2018 priorities. He stated that 2017 was a great foundation year for the future. He noted there is a lot to accomplish in 2018 to really move the Village forward.

NEW BUSINESS

Mr. Warren commented on the new traffic signal on Ridge. He stated that he thinks it has been working great, and has really improved traffic flow in that intersection. He thanked Scot Lahrmer for taking the lead, and ultimately getting it installed.

At 7:34 p.m. Mayor Muething moved to adjourn into executive session to consider compensation and employment of the Village Manager. Seconded by Peg Conway and the roll call showed the following vote:

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

Mayor Muething made the motion to adjourn from executive session into regular session. Seconded by Ms. Conway and was approved at 8:12 p.m.

Mayor Muething motioned to approve the performance appraisal of the village manager and seconded by Ms. Conway. All ayes.

Mayor Muething moved to recommend an ordinance be brought to the January council meeting for a 3% pay increase for the village manager with a $1,500 bonus. Seconded by Ms. Conway and the motion carried unanimously.

Mayor Muething moved to adjourn at 8:14 p.m.

Nicole Browder, Clerk of Council

Mayor Thomas C. Muething

TO: Village Council

FROM: Scot F. Lahrmer, Village Manager

DATE: January 2, 2018

RE: Finance Report for November, 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 November totaled $99,407. This is down 6.72% from November 2016's collection of $106,566. The total amount received for earnings tax year to date is $2,350,687. 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.

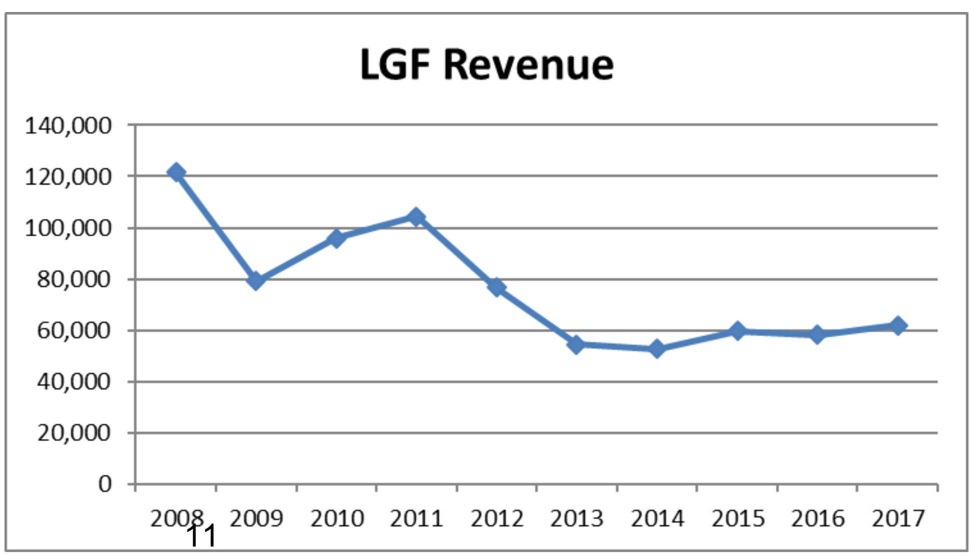
	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
Revenues	2,396,270	2,069,335	2,413,835	2,225,487	2,665,946	2,614,329	3,034,504	2,707,304	3,569,790	
Year MTD-November	2,338,992	2,005,642	2,342,030	$2,155,904	2,455,540	2,498,758	2,656,983	2,530,425	3,344,629	2,350,687

Property Tax

The Village received no real estate tax distribution in November.

Local Government Fund

The Local Government Fund netted $4,777 for November. The graph highlights the LGF Revenue for the years 2006-November 2017. The projection for 2017 is $57,282.

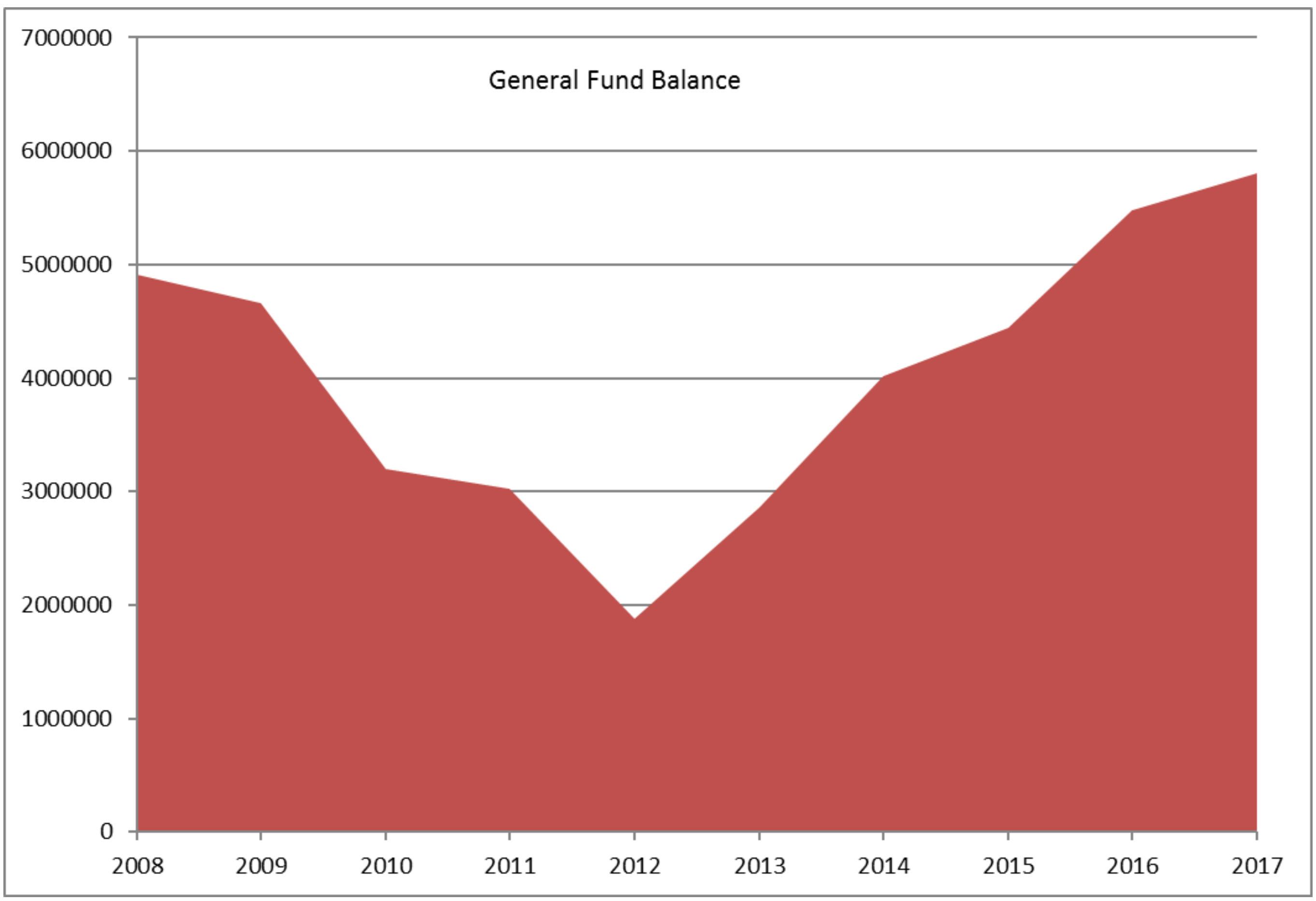


General Fund Summary

Revenue for the month of November totaled $204,819.

2017 Earnings Tax Estimate:	$3,000,000	
Earnings Tax Collected (as of 11/30/17)	$2,350,687	78.36% collected
2017 Revenue Estimate:	$4,814,192	
Revenue Collected (as of 11/30/17)	$4,350,698	90.37% collected
Expenses for November totaled:	$ 321,066	
2017 Budget:	$4,675,000	
Expenditures (as of 11/30/17)	$3,979,928	85.13% spent

The unencumbered General Fund balance as of the end of November is $5,799,827
.



If you have any questions, please let me know.

2

Revenue Status

By Fund Then Revenue

As Of 11/30/2017

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	$953,552.43	-$13,944.43	101.484%
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	$2,350,687.27	$649,312.73	78.356%
	Property and Other Local Taxes Sub-Total:	$3,939,608.00	$3,304,239.70	$635,368.30	83.872%
1000-211-0000	Local Government Distribution	$57,282.64	$53,775.52	$3,507.12	93.878%
1000-224-0000	Liquor and Beer Permit Fees	$1,000.00	$784.00	$216.00	78.400%
1000-231-0000	Property Tax Allocation	$144,452.00	$147,214.87	-$2,762.87	101.913%
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	$119,812.58	-$4,312.58	103.734%
	State Shared Taxes and Permits Sub-Total:	$333,234.64	$324,095.98	$9,138.66	97.258%
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%
1000-422-0000	State - Restricted	$0.00	$3,623.08	-$3,623.08	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	$16,933.19	-$1,933.19	112.888%
1000-490-0015	Other - Intergovernmental{HTF COMMANDER}	$0.00	$10,000.00	-$10,000.00	0.000%
	Intergovernmental Sub-Total:	$15,000.00	$38,116.27	-$23,116.27	254.108%
1000-512-0000	Contracts for Police Protection	$4,000.00	$8,031.10	-$4,031.10	200.778%
1000-514-0000	Garbage and Trash	$198,900.00	$210,259.65	-$11,359.65	105.711%
1000-523-0000	Recreation Entry Fees	$1,500.00	$3,697.00	-$2,197.00	246.467%
1000-529-0000	Other - Cultural and Recreational Programs	$1,800.00	$1,000.00	$800.00	55.556%
1000-541-0000	Consumer Rent	$90,000.00	$82,920.86	$7,079.14	92.134%

Revenue Status

By Fund Then Revenue

As Of 11/30/2017

Fund: 1000 General

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
1000-541-0025	Consumer Rent{Mercy Land Lease}	$0.00	$0.00	$0.00	0.000%
1000-590-0000	Other - Charges for Services	$4,000.00	$2,209.40	$1,790.60	55.235%
	Charges for Services Sub-Total:	$300,200.00	$308,118.01	-$7,918.01	102.638%
1000-612-0000	Court Fines	$68,250.00	$79,967.00	-$11,717.00	117.168%
1000-612-0051	Court Fines{MAYOR'S COURT CREDIT CARD FEES}	$0.00	$693.00	-$693.00	0.000%
1000-619-0000	Other - Fines and Forfeitures	$100.00	$245.00	-$145.00	245.000%
1000-624-0000	Street Opening	$0.00	$0.00	$0.00	0.000%
1000-625-0000	Cable Franchise Fees	$56,000.00	$46,402.18	$9,597.82	82.861%
1000-629-0000	Other - Licenses and Permits	$58,800.00	$52,923.00	$5,877.00	90.005%
	Fines, Licenses and Permits Sub-Total:	$183,150.00	$180,230.18	$2,919.82	98.406%
1000-701-0000	Interest	$40,000.00	$48,432.03	-$8,432.03	121.080%
	Earnings on Investments Sub-Total:	$40,000.00	$48,432.03	-$8,432.03	121.080%
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	$600.00	-$600.00	0.000%
1000-892-0000	Other - Miscellaneous Non-Operating	$3,000.00	$57,112.37	-$54,112.37	1903.746%
	Miscellaneous Sub-Total:	$3,000.00	$132,962.37	-$129,962.37	4432.079%
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	$4,350,698.77	$463,493.87	90.372%
	Report Total:	$4,814,192.64	$4,350,698.77	$463,493.87	90.372%

AMBERLEY VILLAGE, HAMILTON COUNTY

Fund Summary

November 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	$6,213,957.26	$204,819.02	$4,350,698.77	$315,266.61	$3,974,128.94	$6,103,509.67	$303,682.57	$5,799,827.10
2011	Street Construction, Maint. and Repair	$454,483.71	$14,292.16	$358,349.20	$27,165.03	$700,974.44	$441,610.84	$37,415.48	$404,195.36
2051	Federal Grant	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2091	Law Enforcement Trust	$20,824.19	$8,563.00	$22,614.00	$4,472.70	$12,623.56	$24,914.49	$0.00	$24,914.49
2101	Permissive Motor Vehicle License Tax	$78,492.46	$2,760.81	$27,169.60	$0.00	$4,508.30	$81,253.27	$5,491.70	$75,761.57
2131	Police Disability and Pension	$801.39	$0.00	$49,289.44	$0.00	$74,467.00	$801.39	$0.00	$801.39
2901	MAYOR'S COURT COMPUTER FUND	$10,334.33	$570.00	$8,720.00	$461.73	$8,662.20	$10,442.60	$426.76	$10,015.84
2902	POLICE LEVY FUND	$298,242.37	$84.32	$1,645,384.78	$187,608.48	$1,595,515.16	$110,718.21	$14,171.60	$96,546.61
2903	PSAP 911 FUND	$17,227.83	$2,413.65	$20,915.04	$1,000.00	$17,563.76	$18,641.48	$1,000.00	$17,641.48
2904	EMPLOYEE SEVERANCE FUND	$135,177.81	$0.00	$40,000.00	$0.00	$0.00	$135,177.81	$0.00	$135,177.81
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	$234,441.21	$0.00	$150,000.00	$8,714.00	$117,617.37	$225,727.21	$46,231.57	$179,495.64
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	$262,020.15	$52,756.36	$229,938.10	$3,551.89	$397,587.48	$311,224.62	$19,377.15	$291,847.47
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	$5,910.52	$8,669.00	$133,747.00	$8,519.00	$136,023.00	$6,060.52	$0.00	$6,060.52
9902	EMPLOYEES HEALTH INSURANCE Agency	$0.00	$4,520.45	$52,065.49	$4,520.45	$52,065.49	$0.00	$0.00	$0.00
9903	VALLEY BAND ESCROW	$23,417.42	$0.00	$0.00	$0.00	$1,671.02	$23,417.42	$0.00	$23,417.42
9904	Kenwood SWJEDZ Agency	$236,218.40	$49,419.71	$977,575.94	$237,018.77	$1,041,072.37	$48,619.34	$20.45	$48,598.89
9905	Kenwood SWJEDZ Escrow Agency	$13,569.47	$4,742.07	$20,822.27	$0.00	$4,344.73	$18,311.54	$0.00	$18,311.54
9906	Kenwood SWJEDZ Long-Term Maint. Agency	$5,783.00	$1,717.00	$9,045.21	$0.00	$7,394.00	$7,500.00	$0.00	$7,500.00
	Report Total:	$8,030,538.93	$355,327.55	$8,096,334.84	$798,298.66	$8,146,530.34	$7,587,567.82	$428,505.76	$7,159,062.06

Report reflects selected information.

Appropriation Summary

November 2017

1000 - General	Reserved for Encumbrance 12/31 Less Adjustment	Final Appropriation	Total Appropriations	Month To Date Expenditures	Year to Date Expenditures	Current Reserve for Encumbrance	Unencumbered Balance	YTD % Expenditures
Security of Persons and Property								
Police Enforcement								
Personal Services	$8,650.78	$667,651.00	$676,301.78	$77,062.81	$510,073.11	$12,388.43	$153,840.24	75.421%
Employee Fringe Benefits	$0.00	$245,175.00	$245,175.00	$11,127.14	$200,742.63	$1,504.25	$42,928.12	81.877%
Contractual Services	$188.00	$160,275.80	$160,463.80	$10,372.01	$109,013.23	$15,375.22	$36,075.35	67.936%
Supplies and Materials	$4,829.51	$106,028.20	$110,857.71	$9,984.23	$98,963.50	$11,764.07	$130.14	89.271%
Capital Outlay	$0.00	$155,900.00	$155,900.00	$13,170.26	$150,918.03	$4,800.00	$181.97	96.804%
Total Police Enforcement	$13,668.29	$1,335,030.00	$1,348,698.29	$121,716.45	$1,069,710.50	$45,831.97	$233,155.82	
Fire Fighting, Prevention and Inspection								
Personal Services	$1,989.92	$185,233.00	$187,222.92	$13,240.33	$185,315.94	$1,896.73	$10.25	98.981%
Employee Fringe Benefits	$0.00	$44,500.00	$44,500.00	$1,461.08	$40,326.56	$0.00	$4,173.44	90.621%
Contractual Services	$500.00	$47,664.05	$48,164.05	$2,563.78	$32,894.44	$10,375.07	$4,894.54	68.297%
Supplies and Materials	$0.00	$45,239.95	$45,239.95	$2,148.08	$35,195.47	$10,074.48	($30.00)	77.797%
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	$334,937.00	$337,426.92	$19,413.27	$306,032.41	$22,346.28	$9,048.23	
Total Security of Persons and Property	$16,158.21	$1,669,967.00	$1,686,125.21	$141,129.72	$1,375,742.91	$68,178.25	$242,204.05	
Public Health Services								
Payment to County Health District								
Contractual Services	$0.00	$10,671.00	$10,671.00	$0.00	$10,670.75	$0.00	$0.25	99.998%
Total Payment to County Health District	$0.00	$10,671.00	$10,671.00	$0.00	$10,670.75	$0.00	$0.25	
Other Public Health Services								
Contractual Services	$0.00	$144,200.00	$144,200.00	$0.00	$108,150.00	$36,050.00	$0.00	75.000%
Total Other Public Health Services	$0.00	$144,200.00	$144,200.00	$0.00	$108,150.00	$36,050.00	$0.00	
Total Public Health Services	$0.00	$154,871.00	$154,871.00	$0.00	$118,820.75	$36,050.00	$0.25	
Basic Utility Services								
Waste Collection - Refuse Collection and Disp								
Contractual Services	$0.00	$199,053.00	$199,053.00	$16,234.15	$161,841.95	$33,158.05	$4,053.00	81.306%
Total Waste Collection - Refuse Collection and Disp	$0.00	$199,053.00	$199,053.00	$16,234.15	$161,841.95	$33,158.05	$4,053.00	
Total Basic Utility Services	$0.00	$199,053.00	$199,053.00	$16,234.15	$161,841.95	$33,158.05	$4,053.00	
Transportation								
Other Transportation								
Personal Services	$3,501.82	$405,003.43	$408,505.25	$43,190.39	$351,789.04	$4,562.55	$52,153.66	86.116%
Employee Fringe Benefits	$0.00	$169,400.53	$169,400.53	$9,862.33	$149,795.48	$780.66	$18,824.39	88.427%
Contractual Services	$0.00	$105,763.49	$105,763.49	$5,754.73	$60,869.28	$9,462.87	$35,431.34	57.552%
Supplies and Materials	$3,490.90	$192,962.59	$196,453.49	$3,318.25	$129,452.53	$42,238.71	$24,762.25	65.895%
Capital Outlay	$1,305.00	$16,400.00	$17,705.00	$0.00	$14,960.69	$0.00	$2,744.31	84.500%
Total Other Transportation	$8,297.72	$889,530.04	$897,827.76	$62,125.70	$706,867.02	$57,044.79	$133,915.95	
Total Transportation	$8,297.72	$889,530.04	$897,827.76	$62,125.70	$706,867.02	$57,044.79	$133,915.95	
General Government								
Mayor and Administrative Offices								
Personal Services	$2,514.92	$336,366.00	$338,880.92	$34,671.81	$295,385.15	$3,891.20	$39,604.57	87.165%
Employee Fringe Benefits	$0.00	$94,418.02	$94,418.02	$6,587.30	$84,995.31	$203.95	$9,218.76	90.020%
Contractual Services	$0.00	$96,584.00	$96,584.00	$3,907.88	$65,099.90	$19,360.62	$12,123.48	67.402%

Appropriation Summary

November 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
Supplies and Materials	$23.86	$4,515.00	$4,538.86	$97.65	$2,963.97	$317.17	$1,257.72	65.302%
Total Mayor and Administrative Offices	$2,538.78	$531,883.02	$534,421.80	$45,264.64	$448,444.33	$23,772.94	$62,204.53	
Legislative Activities								
Personal Services	$50.00	$10,800.00	$10,850.00	$882.00	$9,664.00	$86.00	$1,100.00	89.069%
Employee Fringe Benefits	$0.00	$2,735.00	$2,735.00	$92.40	$1,023.40	$0.00	$1,711.60	37.419%
Contractual Services	$0.00	$58,870.00	$58,870.00	$673.25	$36,265.94	$12,915.06	$9,689.00	61.603%
Supplies and Materials	$0.00	$1,250.00	$1,250.00	$0.00	$1,250.00	$0.00	$0.00	100.000%
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	$1,647.65	$48,203.34	$13,001.06	$12,500.60	
Mayor's Court								
Contractual Services	$1,300.00	$21,218.00	$22,518.00	$1,300.00	$16,860.00	$4,440.00	$1,218.00	74.873%
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	$1,300.00	$16,860.00	$4,440.00	$1,718.00	
Clerk - Treasurer								
Personal Services	$12.50	$1,500.00	$1,512.50	$122.50	$1,370.00	$17.50	$125.00	90.579%
Employee Fringe Benefits	$0.00	$262.00	$262.00	$19.31	$236.88	$0.00	$25.12	90.412%
Contractual Services	$0.00	$1,273.00	$1,273.00	$200.00	$200.00	$0.00	$1,073.00	15.711%
Total Clerk - Treasurer	$12.50	$3,035.00	$3,047.50	$341.81	$1,806.88	$17.50	$1,223.12	
Lands and Buildings								
Personal Services	$257.43	$65,407.60	$65,665.03	$3,332.34	$62,322.66	$377.93	$2,964.44	94.910%
Employee Fringe Benefits	$0.00	$11,671.97	$11,671.97	$520.93	$10,407.79	$0.00	$1,264.18	89.169%
Contractual Services	$8,205.38	$259,240.00	$267,445.38	$31,593.07	$171,641.51	$50,123.37	$45,680.50	64.178%
Supplies and Materials	$700.00	$97,405.00	$98,105.00	$3,415.08	$59,676.08	$8,530.36	$29,898.56	60.829%
Capital Outlay	$0.00	$29,800.00	$29,800.00	$0.00	$9,838.97	$0.00	$19,961.03	33.017%
Total Lands and Buildings	$9,162.81	$463,524.57	$472,687.38	$38,861.42	$313,887.01	$59,031.66	$99,768.71	
Boards and Commissions								
Personal Services	$6.68	$800.00	$806.68	$65.36	$730.72	$9.32	$66.64	90.584%
Employee Fringe Benefits	$0.00	$124.00	$124.00	$10.28	$113.08	$0.00	$10.92	91.194%
Total Boards and Commissions	$6.68	$924.00	$930.68	$75.64	$843.80	$9.32	$77.56	
Solicitor								
Contractual Services	$24,289.76	$75,000.00	$99,289.76	$0.00	$58,529.11	$5,760.65	$35,000.00	58.948%
Total Solicitor	$24,289.76	$75,000.00	$99,289.76	$0.00	$58,529.11	$5,760.65	$35,000.00	
Income Tax Administration								
Personal Services	$364.96	$58,800.00	$59,164.96	$6,285.03	$51,931.61	$648.13	$6,585.22	87.774%
Employee Fringe Benefits	$0.00	$25,691.00	$25,691.00	$1,769.00	$22,931.86	$76.96	$2,682.18	89.260%
Contractual Services	$0.00	$13,920.00	$13,920.00	$231.85	$7,108.87	$2,297.13	$4,514.00	51.069%
Supplies and Materials	$0.00	$1,440.00	$1,440.00	$0.00	$1,208.62	$196.13	$35.25	83.932%
Total Income Tax Administration	$364.96	$99,851.00	$100,215.96	$8,285.88	$83,180.96	$3,218.35	$13,816.65	
Tax Refunds								
Other	$0.00	$75,000.00	$75,000.00	$0.00	$62,250.14	$0.00	$12,749.86	83.000%
Total Tax Refunds	$0.00	$75,000.00	$75,000.00	$0.00	$62,250.14	$0.00	$12,749.86	
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%

	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	$195.57	$0.00	$54.43	78.228%
Total Other General Government	$0.00	$1,375.00	$1,375.00	$0.00	$1,237.37	$0.00	$137.63	
Total General Government	$37,725.49	$1,345,965.59	$1,383,691.08	$95,777.04	$1,035,242.94	$109,251.48	$239,196.66	
Other Financing Uses								
Transfers - Out	$0.00	$390,000.00	$390,000.00	$0.00	$390,000.00	$0.00	$0.00	100.000%
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	$575,613.37	$0.00	$20,000.00	
Total 1000 - General	$242,181.42	$4,675,000.00	$4,917,181.42	$315,266.61	$3,974,128.94	$303,682.57	$639,369.91	
2011 - Street Construction, Maint. and Repair								
Transportation								
Other Transportation								
Contractual Services	$1,420.13	$80,000.00	$81,420.13	$0.00	$21,420.13	$0.00	$60,000.00	26.308%
Capital Outlay	$410,019.35	$582,146.00	$992,165.35	$27,165.03	$679,554.31	$37,415.48	$275,195.56	68.492%
Total Other Transportation	$411,439.48	$662,146.00	$1,073,585.48	$27,165.03	$700,974.44	$37,415.48	$335,195.56	
Total Transportation	$411,439.48	$662,146.00	$1,073,585.48	$27,165.03	$700,974.44	$37,415.48	$335,195.56	
Total 2011 - Street Construction, Maint. and Repair	$411,439.48	$662,146.00	$1,073,585.48	$27,165.03	$700,974.44	$37,415.48	$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	$4,472.70	$12,623.56	$0.00	$4,887.44	72.089%
Total Police Enforcement	$0.00	$18,011.00	$18,011.00	$4,472.70	$12,623.56	$0.00	$5,387.44	
Total Security of Persons and Property	$0.00	$18,011.00	$18,011.00	$4,472.70	$12,623.56	$0.00	$5,387.44	
Total 2091 - Law Enforcement Trust	$0.00	$18,011.00	$18,011.00	$4,472.70	$12,623.56	$0.00	$5,387.44	
2101 - Permissive Motor Vehicle License Tax								
Transportation								
Other Transportation								
Contractual Services	$0.00	$10,000.00	$10,000.00	$0.00	$4,508.30	$5,491.70	$0.00	45.083%
Capital Outlay	$0.00	$71,846.00	$71,846.00	$0.00	$0.00	$0.00	$71,846.00	0.000%
Total Other Transportation	$0.00	$81,846.00	$81,846.00	$0.00	$4,508.30	$5,491.70	$71,846.00	

	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	$4,508.30	$5,491.70	$71,846.00	
Total 2101 - Permissive Motor Vehicle License Tax	$0.00	$81,846.00	$81,846.00	$0.00	$4,508.30	$5,491.70	$71,846.00	
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	$73,917.00	$0.00	$0.00	100.000%
Total Police Enforcement	$0.00	$73,917.00	$73,917.00	$0.00	$73,917.00	$0.00	$0.00	
Total Security of Persons and Property	$0.00	$73,917.00	$73,917.00	$0.00	$73,917.00	$0.00	$0.00	
General Government								
Auditor of State Fees								
Contractual Services	$0.00	$600.00	$600.00	$0.00	$550.00	$0.00	$50.00	91.667%
Total Auditor of State Fees	$0.00	$600.00	$600.00	$0.00	$550.00	$0.00	$50.00	
Total General Government	$0.00	$600.00	$600.00	$0.00	$550.00	$0.00	$50.00	
Total 2131 - Police Disability and Pension	$0.00	$74,517.00	$74,517.00	$0.00	$74,467.00	$0.00	$50.00	
2901 - MAYOR'S COURT COMPUTER FUND								
Security of Persons and Property								
Police Enforcement								
Supplies and Materials	$0.00	$3,400.00	$3,400.00	$461.73	$2,702.23	$426.76	$271.01	79.477%
Capital Outlay	$2,149.00	$11,196.00	$13,345.00	$0.00	$5,959.97	$0.00	$7,385.03	44.661%
Total Police Enforcement	$2,149.00	$14,596.00	$16,745.00	$461.73	$8,662.20	$426.76	$7,656.04	
Total Security of Persons and Property	$2,149.00	$14,596.00	$16,745.00	$461.73	$8,662.20	$426.76	$7,656.04	
Total 2901 - MAYOR'S COURT COMPUTER FUND	$2,149.00	$14,596.00	$16,745.00	$461.73	$8,662.20	$426.76	$7,656.04	
2902 - POLICE LEVY FUND								
Security of Persons and Property								
Police Enforcement								
Personal Services	$7,735.67	$1,244,090.00	$1,251,825.67	$142,420.22	$1,237,172.33	$14,171.60	$481.74	98.829%
Employee Fringe Benefits	$0.00	$355,577.16	$355,577.16	$45,188.26	$340,009.99	$0.00	$15,567.17	95.622%
Contractual Services	$0.00	$18,332.84	$18,332.84	$0.00	$18,332.84	$0.00	$0.00	100.000%
Total Police Enforcement	$7,735.67	$1,618,000.00	$1,625,735.67	$187,608.48	$1,595,515.16	$14,171.60	$16,048.91	
Total Security of Persons and Property	$7,735.67	$1,618,000.00	$1,625,735.67	$187,608.48	$1,595,515.16	$14,171.60	$16,048.91	
Total 2902 - POLICE LEVY FUND	$7,735.67	$1,618,000.00	$1,625,735.67	$187,608.48	$1,595,515.16	$14,171.60	$16,048.91	
2903 - PSAP 911 FUND								
Security of Persons and Property								
Police Enforcement								
Contractual Services	$0.00	$12,000.00	$12,000.00	$1,000.00	$11,000.00	$1,000.00	$0.00	91.667%
Capital Outlay	$3,846.00	$12,992.00	$16,838.00	$0.00	$6,563.76	$0.00	$10,274.24	38.982%
Total Police Enforcement	$3,846.00	$24,992.00	$28,838.00	$1,000.00	$17,563.76	$1,000.00	$10,274.24	

	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	$17,563.76	$1,000.00	$10,274.24	
Total 2903 - PSAP 911 FUND	$3,846.00	$24,992.00	$28,838.00	$1,000.00	$17,563.76	$1,000.00	$10,274.24	
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	$8,714.00	$117,617.37	$46,231.57	$177,934.56	34.413%
Total Capital Outlay	$38,483.50	$303,300.00	$341,783.50	$8,714.00	$117,617.37	$46,231.57	$177,934.56	

	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	$8,714.00	$117,617.37	$46,231.57	$177,934.56	
Total 4901 - CAPITAL PROJECTS	$38,483.50	$303,300.00	$341,783.50	$8,714.00	$117,617.37	$46,231.57	$177,934.56	
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	$177.52	$14,005.17	$23.30	$11,971.11	53.867%
Employee Fringe Benefits	$0.00	$4,017.00	$4,017.00	$18.61	$2,167.68	$0.00	$1,849.32	53.963%
Contractual Services	$6,270.68	$120,000.00	$126,270.68	$0.00	$18,944.60	$17,326.08	$90,000.00	15.003%
Supplies and Materials	$0.00	$20,000.00	$20,000.00	$0.00	$7,972.23	$2,027.77	$10,000.00	39.861%
Capital Outlay	$182,132.80	$329,565.00	$511,697.80	$3,355.76	$354,497.80	$0.00	$157,200.00	69.279%
Total Storm Sewers and Drains	$188,420.06	$499,565.00	$687,985.06	$3,551.89	$397,587.48	$19,377.15	$271,020.43	
Total Transportation	$188,420.06	$499,565.00	$687,985.06	$3,551.89	$397,587.48	$19,377.15	$271,020.43	
Total 5901 - STORM WATER UTILITY	$188,420.06	$499,565.00	$687,985.06	$3,551.89	$397,587.48	$19,377.15	$271,020.43	
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	$8,519.00	$136,023.00	$0.00	$3,977.00	97.159%
Total Police Enforcement	$0.00	$140,000.00	$140,000.00	$8,519.00	$136,023.00	$0.00	$3,977.00	

Appropriation Summary

November 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
Total Security of Persons and Property	$0.00	$140,000.00	$140,000.00	$8,519.00	$136,023.00	$0.00	$3,977.00	
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	$8,519.00	$136,023.00	$0.00	$3,977.00	
9902 - EMPLOYEES HEALTH INSURANCE Agency								
Other Financing Uses								
Contingencies	$0.00	$65,000.00	$65,000.00	$4,520.45	$52,065.49	$0.00	$12,934.51	80.101%
Total Other Financing Uses	$0.00	$65,000.00	$65,000.00	$4,520.45	$52,065.49	$0.00	$12,934.51	
Total 9902 - EMPLOYEES HEALTH INSURANCE Agency	$0.00	$65,000.00	$65,000.00	$4,520.45	$52,065.49	$0.00	$12,934.51	
9903 - VALLEY BAND ESCROW								
Security of Persons and Property								
Police Enforcement								
Other	$0.00	$25,088.44	$25,088.44	$0.00	$1,671.02	$0.00	$23,417.42	6.661%
Total Police Enforcement	$0.00	$25,088.44	$25,088.44	$0.00	$1,671.02	$0.00	$23,417.42	
Total Security of Persons and Property	$0.00	$25,088.44	$25,088.44	$0.00	$1,671.02	$0.00	$23,417.42	
Other Financing Uses								
Transfers - Out	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0.000%
Total Other Financing Uses	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
Total 9903 - VALLEY BAND ESCROW	$0.00	$25,088.44	$25,088.44	$0.00	$1,671.02	$0.00	$23,417.42	
9904 - Kenwood SWJEDZ Agency								
General Government								
Income Tax Administration								
Contractual Services	$0.00	$130,000.00	$130,000.00	$27,361.23	$120,292.13	$20.45	$9,687.42	92.532%
Other	$0.00	$901,500.00	$901,500.00	$203,198.47	$890,912.76	$0.00	$10,587.24	98.826%
Total Income Tax Administration	$0.00	$1,031,500.00	$1,031,500.00	$230,559.70	$1,011,204.89	$20.45	$20,274.66	
Total General Government	$0.00	$1,031,500.00	$1,031,500.00	$230,559.70	$1,011,204.89	$20.45	$20,274.66	
Other Financing Uses								
Transfers - Out	$0.00	$33,500.00	$33,500.00	$6,459.07	$29,867.48	$0.00	$3,632.52	89.157%
Total Other Financing Uses	$0.00	$33,500.00	$33,500.00	$6,459.07	$29,867.48	$0.00	$3,632.52	
Total 9904 - Kenwood SWJEDZ Agency	$0.00	$1,065,000.00	$1,065,000.00	$237,018.77	$1,041,072.37	$20.45	$23,907.18	
9905 - Kenwood SWJEDZ Escrow Agency								
General Government								
Tax Refunds								
Other	$0.00	$18,000.00	$18,000.00	$0.00	$4,344.73	$0.00	$13,655.27	24.137%
Total Tax Refunds	$0.00	$18,000.00	$18,000.00	$0.00	$4,344.73	$0.00	$13,655.27	
Total General Government	$0.00	$18,000.00	$18,000.00	$0.00	$4,344.73	$0.00	$13,655.27	

	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	$0.00	$4,344.73	$0.00	$14,655.27	
9906 - Kenwood SWJEDZ Long-Term Maint. Agency								
General Government								
Boards and Commissions								
Other	$0.00	$7,398.00	$7,398.00	$0.00	$7,394.00	$0.00	$4.00	99.946%
Total Boards and Commissions	$0.00	$7,398.00	$7,398.00	$0.00	$7,394.00	$0.00	$4.00	
Total General Government	$0.00	$7,398.00	$7,398.00	$0.00	$7,394.00	$0.00	$4.00	
Other Financing Uses								
Transfers - Out	$0.00	$5,950.00	$5,950.00	$0.00	$0.00	$0.00	$5,950.00	0.000%
Total Other Financing Uses	$0.00	$5,950.00	$5,950.00	$0.00	$0.00	$0.00	$5,950.00	
Total 9906 - Kenwood SWJEDZ Long-Term Maint. Agency	$0.00	$13,348.00	$13,348.00	$0.00	$7,394.00	$0.00	$5,954.00	
Report Totals:	$894,255.13	$9,453,012.29	$10,347,267.42	$798,298.66	$8,146,530.34	$428,505.76	$1,772,231.32	

INVESTMENT LISTING

November 30, 2017

TYPE	DESCRIPTION	CURRENT VALUE	INTERST RATE	YEAR TO DATE INTEREST	TOTAL INTEREST	PURCHASE DATE	MATURITY DATE
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%	$ 1,720.92		7/22/2016	1/22/2018
CD	WELLS FARGO BANK	$ 250,000.00	1.05%	$ 2,409.27		2/26/2016	2/26/2018
CD	EAST BOSTON SAVINGS BANK	$ 250,000.00	0.80%	$ 1,835.58		7/27/2016	3/27/2018
CD	NATIONAL COOPERATIVE BANK	$ 250,000.00	1.20%	$ 3,000.00		10/2/2015	4/2/2018
AGENCY	FHLMC BOND AGENCY	$ 250,000.00	0.75%	$ 1,875.00		6/22/2016	4/9/2018
CD	UNITED BANKERS BANK	$ 250,000.00	0.90%	$ 2,065.09		4/29/2016	4/30/2018
AGENCY	FFCB 52518	$ 250,912.50	0.90%	$ 2,250.00		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%	$ 2,750.00		8/30/2016	8/30/2018
AGENCY	FHLB BOND AGENCY 2	$ 250,000.00	1.12%	$ 2,800.00		10/29/2015	10/29/2018
AGENCY	FFCB 112618	$ 250,000.00	1.22%	$ 1,525.00		6/30/2017	11/26/2018
CD	FARM BUREAU BANK	$ 250,000.00	1.05%	$ 2,193.52		9/28/2016	12/28/2018
CD	FRANKLIN SYNERGY BANK	$ 250,000.00	1.55%	$ 1,305.82		7/21/2017	1/22/2019
CD	MORGAN STANLEY BANK	$ 250,000.00	1.60%	$ -		8/17/2017	2/19/2019
AGENCY	FHLB 22519	$ 250,225.00	1.25%	$ 1,571.18		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%	$ 2,517.11		3/29/2017	3/29/2019
AGENCY	FHLB BOND AGENCY 4819	$ 249,500.00	1.15%	$ 2,875.00		12/22/2016	4/8/2019
CD	STERLING BANK	$ 250,000.00	1.65%	$ 689.38		9/8/2017	5/8/2019
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
CD	CAPITAL ONE BANK	$ 250,000.00	1.70%	$ -		8/16/2017	8/16/2019
CD	LAKE CITY BANK	$ 250,000.00	1.70%	$ 710.28		9/8/2017	9/9/2019
CD	STURGIS BANK & TRUST	$ 250,000.00	1.75%	$ -		11/9/2017	1/9/2020
				$ 41,577.74	**ACTIVE**		
				$ 14,407.42	**MATURED**		
TOTAL		**$ 6,750,785.00**		$ 55,985.16			

TO: **Village Council**

FROM: **Scot F. Lahrmer, Village Manager**

DATE: **December 13, 2017**

RE: **Amendment of the Rate Schedule for CT Consultants**

ITEM: Resolution 2018-1, Authorizing Professional Service Rate Schedule for the Village Engineer

ACTION REQUESTED: By motion, adopt **Resolution 2018-1** approving the amended CT Consultant's fee schedule.

PURPOSE: To accept the 2018 Rate Schedule for CT Consultants.

The Village hired CT Consultants (formally CDS & Associates) as the Village Engineer in the early to mid 1980s. They have provided the Village with professional engineering in a broad range of services such as storm water control, structural, street improvements, architecture, grantsmanship in addition to general public works engineering.

Other comprehensive engineering includes site plan review, capital improvement planning, traffic studies and signal design, subdivision regulation and review and right of way acquisitions.

The Village has adopted resolutions when the engineering rate increases. CT has submitted an average rate schedule increase of 1.8% across the board for the 2018 calendar year. The highest increase is a 2.17% and lowest increase is a 1.23%.

CT Consultants Titles	2017	2018	2018 Proposed Increase
Senior Project Engineer	$153	$156	1.96%
Project Engineer	$127	$129	1.57%
Engineer 2	$106	$108	1.89%
Engineer 1	$92	$94	2.17%
Designer 3	$97	$99	2.06%
Designer 2	$80	$82	2.5%
Engineer Intern	$51	$52	1.96%
Construction Rep 3	$81	$82	1.23%
Technical Support	$51	$52	1.96%
Survey Crew	$140	$142	1.43%

The Village's expenditures for engineering varies depending on projects and activity. In 2014 and 2015, the Village spent approximately $68,000 with $87,000 being spent in 2016. As of October 2017, the Village had spent $47,000.

The Streets, Public Utilities and Sewer Committee reviewed the fee schedule and recommends the 2018 rate changes for CT Consultants.

Resolution 2018-1, is recommended. If you have any questions, please let me know.

PASSED:
BY:

RESOLUTION NO. 2018-1

RESOLUTION APPROVING AND ADOPTING PROPOSAL OF
CT CONSULTANTS TO AMEND ITS SCHEDULE OF FEES

WHEREAS, CT Consultants submitted a proposal to the Village to continue the contract as the Village Engineer subject to an amended fee schedule, which results in an average increase in rates of about two percent over 2017;

WHEREAS, CT Consultants has been providing engineering and professional services to the Village for over 30 years;

WHEREAS, Council determines it is in the best interest of the Village and its residents to continue utilizing the services of CT Consultants and that the proposed fees are reasonable and acceptable;

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

SECTION 1: That the fee schedule with CT Consultants, a copy of which is attached hereto and incorporated herein, is hereby approved for 2018 and thereafter until amended by Council.

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

Passed this _____ day of __________, 2018.

____
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 __________________ 2018, 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

VILLAGE OF AMBERLEY VILLAGE
2018 HOURLY FEE SCHEDULE

~~Principal~~	~~$ 202.00~~
Senior Project Engineer/Architect	156.00
Project Engineer/Architect	129.00
Engineer 2/Architect 2	108.00
Engineer 1/Architect 1	94.00
Designer 3	99.00
Designer 2	82.00
Engineer Intern	52.00
Construction Rep 3	82.00
Technical Support	52.00
Survey Crew	142.00

Expenses at Cost Plus 10%

CT CONSULTANTS, INC.

11120 Kenwood Rd. | Cincinnati | OH | 45242 | 513.791.1700 | www.ctconsultants.com

TO: Village Council

FROM: Scot F. Lahrmer, Village Manager

DATE: December 13, 2017

RE: Cost Recovery Corporation Contract

ITEM: Ordinance 2018-1, Authorizing a Contract with Cost Recovery Corp for the Collection and Reimbursement of Certain Public Safety Expenses

ACTION REQUESTED: By motion, adopt Ordinance 2018-1 allowing the Amberley Village Police Department to enter into a contract with Cost Recovery Corporation.

PURPOSE: To update the current contract with the Cost Recovery Corporation.

The Village has contracted with the Cost Recovery Corporation for the last 10 years to recuperate some of the costs that the Village incurs because of negligent drivers. The updated contract has a new cost schedule of the public safety services and equipment that the Village seeks reimbursement for. Nationally negligent drivers cost police and fire departments around $2.3 billion annually. These costs are currently subsidized by property taxpayers, over and above the insurance premiums paid by drivers. Property taxes are designed to pay for Fire Departments to be on ready stand-by to protect homes, businesses and citizens from fire. Property taxes pay for Law Enforcement to protect property and citizens from crime. Similar to Emergency Medical Services (EMS), which is paid by the Health Insurance industry, traffic crash response is outside the scope of the primary function of both law enforcement and fire services.

Similar to other user fees, the cost recovery fees are designed to remove an unfair tax burden from taxpayers and target the responsible party. Insurance companies may reimburse communities for services provided to their negligent policyholder depending on the policy. This cost recovery program is designed to follow mandates set forth by the Federal Government and OIG as related to EMS services.

Under the cost recovery program, only at-fault drivers and their insurance policies would receive a reimbursement claim. If fault is not determined, no action is taken until the insurance companies have agreed upon responsibility. A resident is exempt from out-of-pocket costs as long as no crime was committed.

The Police/Fire Committee has reviewed this request to adopt an ordinance to update the contract with the Cost Recovery Corporation. Adoption of Ordinance 2018-1 is recommended. If you have any questions, please let me know.

PASSED:
BY:

ORDINANCE NO. 2018-1

ORDINANCE AUTHORIZING A CONTRACT WITH COST RECOVERY CORP
FOR THE COLLECTION AND REIMBURSEMENT OF
CERTAIN PUBLIC SAFETY EXPENSES

WHEREAS, the Village provides valuable public safety services to its residents, visitors, and those who travel through the Village, including but not necessarily limited to police, fire, and emergency services;

WHEREAS, certain expenses to the Village's public safety services is caused by the negligence or other wrongful conduct of certain people, such as one who causes a traffic accident;

WHEREAS, for a number of years the Village has had an agreement with Ohio-based Cost Recovery Corp. to assist with the billing and collection of the Village's costs caused by the negligence or other conduct of persons requiring public safety services;

WHEREAS, Cost Recovery Corp. and the Village determined it is in the best interests of both parties to update and improve the agreement, including revising the cost schedule of public safety services and equipment provided by the Village for which the Village seeks reimbursement;

WHEREAS, the Police and Fire Departments updated their cost schedules to continue to reflect the rates necessary to reimburse the Village for its actual costs of providing the respective services;

WHEREAS, the Police and Fire Committee met to consider a revised agreement with Cost Recovery Services, and recommends approval thereof;

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

SECTION 1: The Village Manager is authorized and directed to enter into a contract with Cost Recovery Corp. substantially in the form as the agreement attached hereto and incorporated herein, subject to the approval of the Solicitor, including the cost schedules attached to and incorporated into the contract which Council finds and determines to be reasonable to reimburse the Village for its actual costs for providing the services and resources referenced in the schedules. The Manager shall take all actions reasonably necessary to carry out the execution and management of the contract.

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

Passed this _____ day of __________, 2018.

____
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 _____________, 2018, 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

COST RECOVERY SERVICES AGREEMENT

This Cost Recovery Services Agreement (the "Agreement") is made effective this ___ day of ______________, 20___, by and between COST RECOVERY CORP, LLC., an Ohio Limited Liability Company ("Cost Recovery"), with its principal office located at 800 Enterprise Parkway, Ravenna, Ohio 44266, and, Amberley Village, 7149 Ridge Road Cincinnati, Ohio 45237 (the "Client").

WHEREAS, Cost Recovery is a service company that provides billing and related services to providers of Public Safety Services;

WHEREAS, Client provides Public Safety Services and wishes to engage Cost Recovery on an exclusive basis to provide billing and related services to Client;

NOW, THEREFORE, in consideration therefore Cost Recovery and Client hereby agree as follows:

SECTION 1: RESPONSIBILITIES OF COST RECOVERY.

A. Cost Recovery shall perform billing and collection and related activities for all qualified public safety services rendered by Client, collectively the "Public Safety Services," as more fully identified in Appendix A, attached hereto and incorporated herein.

B. Cost Recovery shall establish, communicate to Client and monitor procedures for the implementation of Cost Recovery's billing for the Public Safety Services. Cost Recovery shall instruct Client and its employees on procedures and information to provide the responsible party information to Cost Recovery for the Public Safety Services as necessary for Cost Recovery's system of billing and collection.

C. Cost Recovery shall prepare and submit initial claim forms for the Public Safety Services to third-party payors.

D. Cost Recovery shall notify Client if it becomes aware that additional documentation is necessary to substantiate a claim for the Public Safety Services either on initial submission of a claim or upon further inquiry by a Payor or responsible party. If requested by Client, Cost Recovery can assist with the development of documentation sufficient to file a claim.

E. Cost Recovery shall post payments it receives for the Public Safety Services to the individual responsible party accounts and shall report overpayments according to the following:
______ Client will issue refunds and provide notice of same along with check numbers to Cost Recovery on a monthly basis.
__X__ Cost Recovery will process the refund and invoice the community monthly.

F. Cost Recovery shall provide telephone support during reasonable business hours to assist Payors and responsible parties who request information about their bills for Public Safety Services. Cost Recovery shall process all written and oral requests for information received by Cost Recovery pertaining to the Client's accounts in a timely manner.

G. Cost Recovery shall send monthly letters requesting payment of past due Public Safety Services bills until such time as either:

1. The account is paid in full; or

2. Cost Recovery reasonably determines that payment will not be forthcoming; or

3. The matter is referred to a collection agency; or

4. Client directs Cost Recovery to discontinue such letters.

Client may require Cost Recovery to continue billing Delinquent Accounts on a case by case basis. Financial Hardship waivers are reductions and waivers of the responsible party responsibility based on information from the individual on income and/or assets (e.g., the Federal Poverty Income Guidelines to establish poverty levels).

H. Within twenty (20) days after the end of each month, Cost Recovery shall provide Client with the following information on Public Safety Services:

1. a monthly report providing an alphabetized responsible party listing for the particular month with dates of service and charges;

2. a monthly receipt and adjustment report with payment dates, descriptions, amounts, adjustment dates, and adjustment amounts;

3. a monthly report showing month-to-date and year-to-date Public Safety Services and amounts;

4. A monthly report of accounts showing charges, receipts, and adjustments; and

5. Other similar reports reasonably requested by Client.

I. Cost Recovery shall appoint a liaison who shall be responsible for maintaining open lines of communication on all issues related to the billing and collection of the Public Safety Services and meet with Client or its representatives at such times as reasonably requested by Client.

J. To the extent that Cost Recovery maintains computerized data and records on Client's Public Safety Services, Cost Recovery shall "back up" such data and records on a daily basis and shall keep such daily back-ups off site.

SECTION 2: RESPONSIBILITIES OF CLIENT.

A. Client is solely responsible for its operation of the Public Safety Services, including appropriate state and federal licensure and certifications of its personnel and equipment.

B. Client shall establish the following procedures:

__X__ Client will utilize Cost Recovery's lockbox procedure at the sole cost and expense of Cost Recovery for the receipt of written billing inquiries, correspondence and payments.

____ Client will receive all payments and correspondence at Client's address and make all deposits. Client will notify Cost Recovery of all collections and forward all supporting documentation, including all denials and correspondence, to Cost Recovery within 10 (10) days from the date of Client's receipt.

RESIDENT BILLING
Client will be responsible for determining the Resident and Non Resident status before submitting the incident to Cost Recovery.

______ CRC is directed to bill and attempt collections from all responsible parties without regard to residency.

______ CRC is directed to bill and attempt collections from only non residents

______ CRC is directed to insurance only bill Residents and attempt final collections from Non Residents.

______ Client hereby authorizes Cost Recovery to refer Delinquent Accounts to a collection agency designated by Client only with written authority/ without written authority from Authorized Liaison.

__X__ Client hereby authorizes Cost Recovery to write-off Delinquent Accounts as not collectible with written authority or without written authority from Client. All supporting documentation regarding the action taken by Cost Recovery staff will be kept on file by the date the action took place for review or auditing purposes.

Alternate #1:

C. Client shall establish reasonable charges for the Public Safety Services. Client shall provide Cost Recovery, in writing, with the following information upon or prior to commencement of Cost Recovery's services and within five (5) days of any changes to such information:

1. Client's Public Safety Services fee schedule, attached hereto as Appendix A, as amended from time to time;

2. The correct name, address, and federal tax identification number of Client.

Alternate #2:

C. Client shall approve the fees for the Public Safety Services based on Cost Recovery's proprietary cost study prior to commencement.

1. The public safety services fee schedule as prepared by cost recovery is attached hereto as appendix A, and will be used by cost recovery as amended from time to time.

2. The correct name, address, and federal tax identification number of Client.

D. Client shall attempt to collect the information sufficient to file a completed claim from the involved parties when the Public Safety Services are provided, but will not delay or withhold services pending insurance information. Client will attempt to obtain the information to file a completed claim from the recipient of the services if the information was not collected at the time the services were rendered.

E. Client shall at all times be ultimately responsible for obtaining and maintaining appropriate original supporting documentation sufficient for Cost Recovery to meet its duties hereunder, including but not limited to completed copies of the documentation set out in Appendix C (Paper Forms) the services rendered and equipment provided, and responsible party information and any signatures, notices, acknowledgements, consents and authorizations as may be necessary. Client shall submit to Cost Recovery within fifteen (15) days of the date of service copies of all such supporting documentation.

F. Client shall respond promptly to all reasonable requests of Cost Recovery relating to supporting documentation and information concerning the Public Safety Services. Client shall provide Cost Recovery, in writing, any additional information as may reasonably be requested by Cost Recovery in order to substantiate a Public Safety Services charge, either on initial submission or upon later inquiry by either the responsible party or a Payor.

G. Client shall designate an Authorized Liaison as designated who shall be responsible for maintaining open lines of communication on all issues relating to the subject matter of this Agreement and meeting with Cost Recovery or its representatives on a regular basis. Client represents and warrants that at all times the Authorized Liaison will have the authority to direct Cost Recovery on behalf of the Client.

Authorized Liaison: ____

H. Client shall review all reports provided by Cost Recovery for accuracy. Unless Client notifies Cost Recovery in writing of any inaccuracies in reports within sixty (60) days after the reports are provided to Client, the reports shall be deemed final.

I Client agrees that during the term and any renewal terms of this Agreement to place all its Public Safety Services accounts with Cost Recovery and not to retain or engage any other person or entity to perform the same or similar functions for or on behalf of Client.

SECTION 3: COMPENSATION. Cost Recovery's base charges for its responsibilities under this Agreement shall be twenty five percent (25%) of collections received by Cost Recovery or Client for the Public Safety Services. Cost Recovery's compensation shall not be reduced for any refunds or denied claims unless such refund or denial was a direct result of Cost Recovery's negligence. Cost Recovery agrees to make payment directly to Client within fifteen (15) days of the end of the preceding month or Cost Recovery will invoice the Client within the same time period in the event that the Client elects to receive all payments directly. Cost Recovery's base charges shall not change unless reimbursement levels from any third-party payor(s) materially change, in which case, the parties shall negotiate in good faith changes to Cost Recovery's base charges, with any changes being agreed upon in writing by the parties and attached hereto as an addendum to this Agreement. If no agreement is reached within a timely manner, then Cost Recovery's base charges shall remain in effect unless Cost Recovery provides thirty (30) days advance written notice to terminate this Agreement.

SECTION 4: ALLOCATION OF RISK: LIABILITY INSURANCE.

A. As between the parties, each party to this Agreement shall be and remain legally responsible for its own acts or omissions, and for those of its affiliates, employees, and agents, who are involved by such party in matters related to this Agreement on such party's behalf, and each party to this Agreement shall be financially responsible for all damages, expenses, liabilities or other costs of whatever kind that are determined by such court of competent jurisdiction to be caused by that party's acts or omissions.

B. Throughout the term of this Agreement, each party shall, at its own expense, continuously maintain in full force and effect comprehensive general liability insurance coverage consistent with prevalent standards in the community for each party. Cost Recovery shall also maintain an employee dishonesty policy and a crime fidelity bond. Client shall also maintain comprehensive liability insurance for the Public Safety Services. Client's agreement to these terms does not constitute a waiver of any immunity or defense of the Client or its employees, agents or representatives as may be available at law or in equity.

C. The obligation of either party to perform under this Agreement shall be excused during each period of delay caused by matters such as fires, riots, flood, strikes, shortages of fuel, power, raw materials or supplies, government orders, freight embargo, transportation delays, or acts of God, which are reasonably beyond the control of the party obligated to perform.

D. Notwithstanding the foregoing, in no event shall Cost Recovery have any liability to Client or any Payor, whatsoever, for incidental or consequential damages. Cost Recovery shall not be liable for any overpayments to the responsible parties. Nor shall Cost Recovery be liable to Client or any Payor for any errors or omissions relating to any reports provided by Cost Recovery to Client deemed final pursuant to Section 2(H).

SECTION 5: TERM OF AGREEMENT.

A. The term of this Agreement is for a period of 365 days beginning on the 1st day of January, 2018. The agreement will renew automatically at the end of each term for additional periods of 365 days, unless either party gives written notice to the other of termination of this Agreement, no later than thirty (30) days prior to the expiration of the then current term of the Agreement.

B. This Agreement may be terminated at any time by either party for good cause. Good cause to terminate by Cost Recovery shall exist if Client fails to make payment to Cost Recovery when due after written notice from Cost Recovery and a five (5) day opportunity to cure, or if Client fails to abide by any other term of the Agreement after written notice from Cost Recovery and a thirty (30) day opportunity to cure. Good cause to terminate by Client exists if Cost Recovery fails to abide by any term of this Agreement after written notice from Client and a thirty (30) day opportunity to cure.

C. After the termination of this Agreement, Cost Recovery shall continue to provide collection services for all accounts received for billing prior to the date of termination for at least six (6) months or until such further time as the parties shall agree, and Cost Recovery shall be entitled to receive the compensation set forth in Section 3 for such continued services.

D. Upon termination of Cost Recovery's services, Cost Recovery shall prepare a detailed listing of accounts receivable and the aging of all unpaid accounts. These reports shall be delivered to the Client promptly upon payment of all then remaining amounts due to Cost Recovery.

SECTION 6: RECORDS, AUDITS, AND CONFIDENTIALITY.

A. Client Records. All original supporting documentation as set forth in Section 2 maintained by Client shall be the sole and exclusive property of Client. Cost Recovery and its authorized representatives shall have the right to inspect and copy Client's records upon request during reasonable business hours for the purpose of verifying the Public Safety Services provided and calculating the compensation payable under Section 3.

B. Cost Recovery Records. Any copies of original documentation provided by Client to Cost Recovery and any information, data, files and records received, created, or used by Cost Recovery, and the intermediate material and the media upon which such data are inscribed, are the sole and exclusive property of Cost Recovery ("the Cost Recovery Records"). During the term of this Agreement, Cost Recovery shall make available the

Cost Recovery Records upon request during reasonable business hours for inspection and copying by Client or its authorized representatives. At Client's sole expense, Client or its auditors may audit Cost Recovery's handling of Client's Public Safety Services accounts from time to time to include a review of Cost Recovery's billing efforts, the adequacy of cash controls, the promptness of recording and remitting payments, compliance with this Agreement, and any other reasonable audit procedures and tests.

C. Confidentiality. Subject to Section 9, Cost Recovery shall maintain the confidentiality of any of Client's patient data, lists or records, fee schedules, financial records and statements, and any other information designated in writing as confidential or proprietary by Client to the extent permitted by law. Client shall maintain the confidentiality of Cost Recovery's computer software and resulting or related processes or documentation of the software used by Cost Recovery, methods of operation of its comprehensive billing services, and any other information designated in writing as confidential or proprietary by Cost Recovery.

SECTION 7: NON-SOLICITATION. Unless the parties otherwise mutually agree in writing, during the term and any renewal term of this Agreement, and for a one-(1) year period commencing with the later of the date the Agreement terminates or expires without renewal or the date Cost Recovery discontinues providing services under Section 5(C), each party agrees not to solicit for employment or engagement, or employ or engage, directly or indirectly, or through any third party rendering services on behalf of such party, anyone who was employed by the other party during the term and any renewal term of this Agreement.

SECTION 8: COMPLIANCE. Notwithstanding any other provisions of this Agreement, Client expressly agrees that Cost Recovery has the right to suspend submission of any and all claims if Cost Recovery finds evidence of misconduct on the part of Client or if any governmental entity issues any guidance, rulings or regulations that prohibit billing or any of the elections made by Client. Cost Recovery will provide reasonable and timely notice to Client of such suspension and make reasonable and timely efforts to resolve the issue(s) leading to suspension of claim submission with Client. For the purpose of this section in the event that an investigation is required to resolve the suspension, each party agrees to cooperate in such investigation. For the purpose of this section Cost Recovery shall not be liable to Client for any failure to perform its obligations nor for any damages that do not result from its own negligence or fraud.

SECTION 9: MEDIATION. In the event of any disagreement which cannot be amicably settled between Client and Cost Recovery related to this Agreement, such disagreement shall be submitted to Mediation by a Mediator selected by agreement of the parties.

SECTION 10: MISCELLANEOUS.

A. Notice. Any notice, request, consent and other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given (a) when received, if personally delivered or sent by telecopy, (b) within one day after being sent by a recognized overnight delivery service, or (c) within five days after being sent by registered or certified mail, return receipt requested, postage prepaid, to the parties at the respective addresses set forth below:

If to Cost Recovery:

Cost Recovery Corp, LLC.
800 Enterprise Parkway
Ravenna, Ohio 44266
(330) 626-5450
Attention: Chris Knapp

If to Client:

Amberley Village
7149 Ridge Rd
Cincinnati, Ohio 45237
Tax Id:31-6001026
Attention: Village Manager

B. Assignment. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, personal representatives and assigns of each party to the Agreement, but no rights, obligations or liabilities of Client or Cost Recovery under this Agreement shall be assigned without the thirty (30) days prior written notice to the other party.

C. Independent Contractor. It is understood and agreed that Cost Recovery is an independent contractor to Client, and there shall be no joint venture, partnership, agency or employment relationship between the parties.

D. Partial Invalidity. The parties do not intend for any provision of this Agreement to violate any public policy, statutory or common law rules, regulations, treaties or decisions of any government, or any agency of any government. If any part of this Agreement is void, voidable or unenforceable, the remainder of the Agreement will continue to be valid and enforceable and the offending term must be modified to the minimum extent necessary to make the Agreement valid.

E. Entire Agreement; Modification. This Agreement and the attached Appendices constitute the entire agreement of the parties on the subject matter of this Agreement and supersedes any previous communications or agreements between the parties. No waiver, modification or amendment of any of the terms of this Agreement shall be effective without a writing signed by both parties.

F. Construction. Ohio laws govern all matters arising out of this Agreement without reference to any conflict of laws provisions that apply laws from another jurisdiction. This Agreement is to be construed as if the parties drafted it jointly.

G. Necessary Acts. The parties may execute this Agreement in any number of counterparts and shall execute any and all documents and perform any acts necessary to carry out the purposes and provisions of this Agreement.

H. No Third-Party Beneficiaries. Nothing in this Agreement will confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities.

The parties are signing this Agreement on the date stated in the introductory clause.

COST RECOVERY CORP, LLC.
"Cost Recovery"

By: ___________________________

Its: ___________________________

AMBERLEY VILLAGE
"Client"

By: ___________________________

Its: ___________________________

APPENDIX A

CLIENT FEE SCHEDULE

Client has established the following fee schedule for Public Safety Services:

Service	Fee

ON SCENE TIME	30 Min.	45 Min.	60 Min.	75 Min.	90 Min.	105 Min.
Vehicles	$193	$193	$193	$193	$193	$193
Officers	$25	$38	$50	$63	$75	$88
Reconstruction	$50	$75	$100	$125	$150	$175

NOTE: Fee schedule subject to change when time on scene exceeds 8 hours.

COURT TIME AND WITNESS INTERVIEW @ $80/Hour

Cost for Fire Department Incidents

ON SCENE TIME	15min	30min	45min	60min	75min	90min
Engine Companies	$734	$748	$761	$775	$788	$803
Rescue Vehicles	$721	$723	$724	$725	$726	$728
EMS Vehicle/Non Trans	$724	$726	$730	$734	$739	$743
Ladder Towers	$748	$775	$801	$828	$855	$881
HazMat	$734	$754	$775	$795	$815	$835
Brush Truck	$300	$321	$342	$363	$384	$402
Firefighters	$13	$25	$38	$50	$63	$75
EMT	$15	$30	$45	$60	$75	$90
Shift Supervisors	$18	$35	$53	$70	$88	$105
LTs - Asst Chief	$20	$40	$60	$80	$100	$120
Chief	$25	$50	$75	$100	$125	$150

TO: **Village Council**

FROM: **Scot F. Lahrmer, Village Manager**

DATE: **December 13, 2017**

RE: **Amberley Green Asbestos Abatement Contract**

ITEM: Resolution 2018-2, Authorizing the Village Manager to Enter into a Contract for Asbestos Removal at Amberley Green Clubhouse

ACTION REQUESTED: Adopt Resolution 2018-2, authorizing the Village Manager to enter into a contract for the abatement of asbestos from the Amberley Green club house and pool house.

PURPOSE: To authorize the Village Manager to enter into a contract with Rainbow Environmental Services to remove the asbestos from the interior of the structure on the Amberley Green property.

The Village has met with several developers and the Jewish Community Center (JCC) to study the many possible options for a mixed use development on the Amberley Green property. The studies have lead to an agreement between the JCC and the Village to partner in developing a small portion of the property.

Although a formal agreement has not been finalized as to what the development will consist of, the discussions have been to renovate the former clubhouse, expand some of the existing JCC activities such as the Summer Day Camp and swimming programs. Other projects that are being discussed are a possible restaurant or meeting place, open fields for play and future performance amphitheater.

During the diligence and inspection period, it was confirmed that there are several asbestos containing materials throughout the clubhouse and poolhouse, including the roof. These asbestos containing materials are required to be removed prior to proceeding with any renovation or demolition projects on the structures.

The Village applied for and received two grants from Hamilton County; $10,000 from the Community Development Block Grant Program and $20,000 from the Urban Land Assistance Program, to assist in the abatement of the asbestos throughout the interior of both structures. As the discussion progresses and a direction for the property becomes clear, a separate grant will be applied for to remove the remaining asbestos in the roofing material.

The asbestos abatement project was advertised for bid in early December and the Village received three bids. The lowest and best bid was submitted by Rainbow Environmental Services in the amount of $61,874, $25,026 lower than the next lowest bid and $62,126 lower than the engineer's estimate.

The Public Buildings and Parks Committee has reviewed the bids and Resolution 2018-2 is recommended. If you have any questions, please let me know.

PASSED:
BY:

RESOLUTION NO. 2018-2

RESOLUTION AUTHORIZING THE VILLAGE MANAGER
TO ENTER INTO A CONTRACT FOR ASBESTOS REMOVAL AT
AMBERLEY GREEN CLUBHOUSE

WHEREAS, the Village owns the property known as Amberley Green, the former site of the Crest Hills Country Club;

WHEREAS, the former clubhouse and poolhouse for the County Club contains asbestos that is in need of removal in order to repurpose the structure;

WHEREAS, the Village applied for and received two grants from Hamilton County totaling $30,000 to assist in the abatement;

WHEREAS, the Village advertised the project for bid, the Village received three bids, and the lowest bid was submitted by Rainbow Environmental Services;

WHEREAS, the Public Buildings and Parks Committee met to consider the proposal, found the lowest and best bid was submitted by Rainbow Environmental Services, and recommended approval by Council of the contract to that vendor;

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

<u>SECTION 1</u>: The Village Manager is authorized and directed to enter into a contract on behalf of the Village with Rainbow Environmental Services in accordance with the bid advertised for the removal of asbestos at the Amberley Green clubhouse and poolhouse, at a price not to exceed $61,874.

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

Passed this _____ day of __________, 2018.

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 __________________ 2018, 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

your trusted advisor
consultants
engineers
architects
planners

December 22, 2017

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

RE: BID RESULTS AND SUMMARY
ACM ABATEMENT AT CREST HILLS COUNTRY CLUB; #170689

Dear Mr. Lahrmer:

On Thursday, December 21, 2017 at 2:00 PM, a total of three (3) Bid Proposals were received and opened for the above-referenced project. All of the bids were complete and in proper form. The breakdown of the Bid Proposals received is as follows:

BIDDER	DEMO/ABATEMENT CONSTRUCTION BID
Central Insulation Services	$ 89,231.00
Environmental Demolition Group	$ 86,900.00
Rainbow Environmental Services	$ 61,874.00

After reviewing the Bid Proposals received, as well as discussing past project performance with references from the City of Cincinnati and City of Dayton, who both attested to good overall workmanship, thoroughness, and client satisfaction, it is our opinion that Rainbow Environmental Services, the low Bidder, is capable of successfully completing this project. We have also reviewed the required CDBG requirements and paperwork with Hamilton County, and they have confirmed this information is complete and correct.

It is our understanding that the decision to award this Contract will be made at the upcoming Council Meeting. Please notify us as to the decisions made at this meeting, and we will notify the Bidders, request insurance and workers' compensation forms, prepare Contract Books for signing, and arrange for a pre-construction meeting at everyone's earliest convenience.

If you have any questions, or need further information, feel free to contact me at 513-792-8417.

Sincerely,

CT CONSULTANTS, INC.

Brian P. Sabla, CSI, CCS, LEED AP, BD+C
Project Manager

BPS:rgf

cc: Wes Brown, Amberley Village, Zoning & Project Administrator
Frank Twehues, CT Consultants, In

TO: Village Council

FROM: Scot F. Lahrmer, Village Manager

DATE: December 29, 2017

RE: Greater Cincinnati Water Works (GCWW) Water Line Easement

ITEM: Resolution 2018-3, Authorizing an Easement to Greater Cincinnati Water Works for Water Line on North Site

ACTION REQUESTED: By motion, adopt **Resolution 2018-3** authorizing the Manager to grant a water line easement to GCWW on the North Site Property.

PURPOSE: To grant Greater Cincinnati Water Works (GCWW) an easement for the existing water line on the North Site access drive.

The water line along the North Site access drive is believed to have been installed in early 2000, as part of improvements to Ronald Reagan Highway.

It was discovered in early 2017, as permits were being drawn for the Mercy Health facility, that an easement was not granted to GCWW for the water line.

The purpose of the easement is to allow GCWW to maintain the underground water line and to allow for water service to future developments on the North Site Property.

The easement will be located on Village owned parcel 526-0040-0026, will be 20 feet wide and run west along the access drive from the Hamilton County owned parcel (parcel 526-0040-0028) at Ridge Road to just east of the Maintenance Facility, then run southwest to the right of way line for Ronald Reagan Highway.

The water line easement was presented to and recommended by the Land Development Committee on December 18. If you have any questions please let me know.

PASSED:
BY:

RESOLUTION NO. 2018-3

RESOLUTION AUTHORIZING AN EASEMENT TO GCWW FOR WATER MAIN ON NORTH SITE

WHEREAS, a water main was relocated to an area of the North Site around the time of improvements to Ronald Reagan Highway in 2000, without the benefit of a formal easement;

WHEREAS, in order to facilitate development and improvements to the North Site, a written easement must be executed and recorded by the Village in favor of Greater Cincinnati Water Works so it can maintain the water line;

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

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 an easement to Greater Cincinnati Water Works, substantially in the form as attached hereto and incorporated herein, for the purpose of maintaining a pre-existing water line on property owned by the Village.

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

Passed this _____ day of __________, 2018.

____
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 __________________ 2018, 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

FUHRMAN ROAD / AMBERLEY VILLAGE - E-1013
WATERMAIN EASEMENT PLAT
CINCINNATI WATER WORKS

SITUATED IN:

SECTION 26, TOWN 4 ENTIRE RANGE 1
MIAMI PURCHASE, SYCAMORE TOWNSHIP
VILLAGE OF AMBERLEY
HAMILTON COUNTY, OHIO

DETAIL

SCALE: 1"=5'

GRANT OF EASEMENT

WE THE UNDERSIGNED, HEREBY CONVEY THIS WATERMAIN EASEMENT PLAT TO THE CITY OF CINCINNATI, OHIO, AS SHOWN HEREON, FOR THE CONSTRUCTION, MAINTENANCE, AND REPAIR OF WATER MAINS AND APPURTENANCES IN AND UPON OUR LANDS AND SUBJECT TO RESTRICTIONS AS SHOWN HEREON.

VILLAGE OF AMBERLEY, OHIO / AMBERLEY VILLAGE, OHIO

OWNER (SIGNED NAME) DATE

OWNER (PRINTED NAME & TITLE)

WATER MAIN EASEMENT RESTRICTIONS

NO BUILDING, STRUCTURE OR IMPROVEMENT OF ANY KIND SHALL BE MADE ON THE WATER MAIN EASEMENT WHICH WILL INTERFERE WITH ACCESS TO OR OPERATION OF THE WATER MAIN AND THE CITY OF CINCINNATI, OHIO SHALL NOT BE RESPONSIBLE TO ANY PRESENT OR FUTURE OWNERS OF SAID PROPERTY OR PRESENT OR FUTURE OWNERS OF PROPERTY WITH RIGHTS OF INGRESS AND EGRESS OVER SAID PROPERTY FOR ANY DAMAGE DONE WITHIN SAID EASEMENT TO SOD, SHRUBBERY, TREES, PAVEMENT, ROADWAY IMPROVEMENTS OR OTHER IMPROVEMENTS EITHER NATURAL OR ARTIFICIAL WHETHER SAID IMPROVEMENT IS NOW EXISTING OR ADDED IN THE FUTURE, BY REASON OF ENTERING FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING OR REPLACING THE WATER MAIN. FURTHER, THE CITY OF CINCINNATI, OHIO SHALL NOT BE RESPONSIBLE TO ANY PRESENT OR FUTURE OWNERS OF SAID PROPERTY OR FUTURE OWNERS OF PROPERTY WITH RIGHTS OF INGRESS AND EGRESS OVER SAID PROPERTY FOR ANY DAMAGES WHICH RESULT FROM DISRUPTION OR DENIAL OF SAID RIGHTS OF INGRESS AND EGRESS OR OTHER RIGHTS OF ACCESS BY REASON OF ENTERING FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, OR REPLACING THE WATER MAIN. GRADE CHANGES OF MORE THAN ONE (1) FOOT OVER THE FULL WIDTH PROFILE OF THIS WATER MAIN EASEMENT ARE NOT PERMITTED AT ANY TIME SO AS TO NOT IMPACT ANY PRESENT OR FUTURE WATER WORKS OPERATIONS. ANY BUILDING, STRUCTURE OR IMPROVEMENT TO BE CONSTRUCTED ON THE PROPERTY, IN WHICH SAID EASEMENT EXISTS, SHALL BE KEPT NOT LESS THAN THREE (3) FEET FROM THE EASEMENT LINE NEAREST THE SITE OF THE PROPOSED BUILDING, STRUCTURE OR IMPROVEMENT. THE FULL WIDTH EASEMENT AREA MUST BE ACCESSIBLE AT ALL TIMES FOR FUTURE MAINTENANCE AND OPERATION PURPOSES.

ACCEPTANCE:

[x] NOT YET ACCEPTED BY THE COUNCIL OF THE CITY OF CINCINNATI; ORDINANCE TO BE SUBMITTED AND WILL BE RECORDED SEPARATELY BY GCWW UPON COUNCIL'S ACCEPTANCE

[ ] ACCEPTED AS CERTIFIED BELOW:

I HEREBY CERTIFY THAT THIS PLAT WAS ACCEPTED BY ORDINANCE NO. ____________, PASSED BY COUNCIL OF THE CITY OF CINCINNATI, OHIO ON THE _____ DAY OF ____________, 20__.

CLERK OF COUNCIL DATE

APPROVED:

GREATER CINCINNATI WATER WORKS
CHIEF ENGINEER DATE

STATE OF OHIO)
COUNTY OF HAMILTON)

BE IT REMEMBERED THAT ON THIS ______________ DAY OF ____________________ A.D., 20________, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY CAME ____________________ OF VILLAGE OF AMBERLEY, OHIO / AMBERLEY VILLAGE, OHIO WHO, ON BEHALF OF SAID CORPORATION AND FOR THEMSELVES AS SUCH OFFICERS DULY AUTHORIZED BY ITS BOARD OF DIRECTORS ACKNOWLEDGED THE SIGNING OF THE FOREGOING INSTRUMENT TO BE THEIR/ITS VOLUNTARY ACT AND DEED FOR THE PURPOSE IN SAID INSTRUMENT MENTIONED. IN TESTIMONY WHEREOF, I HEREUNTO SET MY HAND AND AFFIX MY NOTARIAL SEAL ON THE DAY AND DATE AFORESAID.

NOTARY PUBLIC

MY COMMISSION EXPIRES

CERTIFICATION

I HEREBY CERTIFY THAT I HAVE MADE A SURVEY OF THIS EASEMENT AND VERIFY ALL DIMENSIONS.

THE BASIS OF BEARINGS USED IS OHIO STATE PLANE COORDINATES, SOUTH ZONE (NAD83) AS DERIVED FROM GPS OBSERVATIONS OF HAMILTON COUNTY, OHIO MONUMENTS (CAGIS).

DAVID HULSMEYER, P.S.
REGISTERED PROFESSIONAL SURVEYOR
No. 8548 IN OHIO

DATE

DEED REFERENCE

PROPERTY ACQUIRED AS FOLLOWS:

BY VILLAGE OF AMBERLEY, OHIO, BEING A 20.096 ACRE TRACT OF LAND BY DEED RECORDED IN DEED BOOK 3335, PAGE 13 OF THE RECORDER'S OFFICE OF HAMILTON COUNTY, OHIO.

BY AMBERLEY VILLAGE, OHIO, BEING AN 0.4587 ACRE TRACT OF LAND BY DEED RECORDED IN OFFICIAL RECORD 10444, PAGE 941 OF THE RECORDER'S OFFICE OF HAMILTON COUNTY, OHIO.

BY AMBERLEY VILLAGE, OHIO, BEING A 7.0096 ACRE TRACT OF LAND BY DEED RECORDED IN OFFICIAL RECORD 7706, PAGE 2563 OF THE RECORDER'S OFFICE OF HAMILTON COUNTY, OHIO.

BY AMBERLEY VILLAGE, OHIO, BEING A 0.1047 ACRE TRACT OF LAND BY DEED RECORDED IN OFFICIAL RECORD 13371, PAGE 430 OF THE RECORDER'S OFFICE OF HAMILTON COUNTY, OHIO.

OWNER AND DEVELOPER

VILLAGE OF AMBERLEY VILLAGE
7149 RIDGE ROAD
CINCINNATI, OHIO 45237

GRAPHIC SCALE

100 0 50 100 200

(IN FEET)
1 inch = 100 ft.

SCALE 1"=100'	JOB 160692
DATE JULY 2017	DRAWN BY DH
REVISION GCWW COMMENTS 11-16-2017	REVIEWED BY FTWE
FILE GG-5	SHEET 1 OF 1

your trusted advisor consultants engineers architects planners

11120 Kenwood Road Cincinnati, Ohio 45242
Phone: 513.791.1700 - Fax: 513.791.1936
www.ctconsultants.com

VILLAGE MANAGER'S REPORT
JANUARY 8, 2018 COUNCIL MEETING

Dear Mayor and Council Members:

Developments

The Planning Commission/ZBA did not need to meet at its regularly scheduled meeting in January.

The next meeting is Monday, February 5 and the filing deadline is January 15.

6 zoning approvals were issued in the month of December including demolition of a home, cell tower modifications, fence, final zoning for Mercy Health, and a wall and fence approved by the ZBA.

1 property maintenance letter was mailed in December related to a basement being utilized as an apartment.

Aggregation Programs

Residential-Business Aggregation: January - November Electric $66,575 Gas: $33,834
Municipal Building Electric Aggregation: June - November $2,288

Maintenance Department Activities

Streets and Right of Way

The Maintenance Department spent most of the month committed to finishing up the 2017 leaf season. Leaf collection services began for residents on October 17 and ended on December 29, 2017. The crews collected 196.5 loads totaling 3,930 cubic yards of leaves and 2,190 cubic yards of leaves were picked up in the month of December alone. While the leaf collection totals are down from last year, most of this season's leaves were picked up after Thanksgiving.

Snow and Ice

Crews were called out to salt the roadways for snow and ice events 3 times this month. Crews used 100.5 tons of rock salt and 3,390 gallons of brine water. 2,400 gallons of brine water was used to pre-treat the Village streets before the storm. Crews also went to help the City of Sharonville with their broken brine tank valve, which prevented them from losing 1,800 gallons of brine water on the ground.

Other right of way details performed by the Maintenance Department:

- Filled 3 pot holes on Galbraith Road.
- Met with ESP Media about the making of a brush video.
- Dye tested sink hole on Wiehe.
- Picked up cables and broken guard rail post from auto accident on Ridge Road.
- Removed gravel that washed down into the catch basin along the service drive on Beechollow.
- Removed damaged slow markers and crosswalk signs from the crosswalks on Elbrook at Bluegrass and Meadow Ridge intersections.

Facilities Maintenance and Repairs

- Cleaned and performed minor maintenance to Municipal Building, set up for and cleaned up after 6 events in the Community Room and Council Chambers including: Council Meeting, Board of Appeals, and Mayor's Court.
- Checked leaking drinking fountain and ordered new parts to repair the lobby fountains.
- Unclogged the police department's sink in the men's room with drain machine.
- Met with contractor about installing new gas furnaces at the North Site.
- Met with contractor about installing new building gas generator at the North Site.

Equipment Maintenance

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

Other equipment repairs:

- Washed and cleaned, and salt neutralized salt trucks and loader from 3 snow events.
- Repaired broken brine hoses on pick-up truck mounted brine tank.
- ODB radiator was replaced at Murphy Tractor.
- 825 John Deere Gator repaired by Bud Herbert Motors.
- Ordered 18 new tires for 2 ODB leaf machines, 2 spares tires and 16 tires will be installed at the end of the season on the leaf machines.

Department Training

- Tony Chesney attended the Public Works Officials of Southwest Ohio luncheon/meeting in Montgomery.

Fire Department

Crews cut up old SCBA bottles and removed the valves on the aluminum and steel tanks, which were later recycled.

Police Services

- Trimmed an access path on Arborcrest for deer culling.
- Helped with deer culling program one night, setting up barricades and hauling deer to the processor.

Residential Services

Picked up 6 dead animals, 3 of which were deer and 1 coyote. Brush service will resume in January.

Police Activity

During the month of December, the Police Department received 1,333 calls for service and 576 PSAP 911 calls and non-emergency calls. There were 53 citations issued for Mayor's Court last month, 17 were for Municipal Court. Vehicle accidents totaled 3 (1 claim was reported for personal injury) during the month. Minor misdemeanor citations resulted in 14 drug offenses and 3 open containers.

Fire Activity

During the month of December, there were 33 reports taken by the Fire Department. Of the 33 reports, the department responded to motor vehicle accidents, power lines down, lifting assistance, smoke investigation, EMS calls, fire alarms, fire inspections and fire training.

Meetings

Mayor Muething and I met with Cedar Village CEO Dan Fagin and Board members Gary Blachman, Patti Heldman and Oscar Jarnicki.

I attended the Menorah lighting held in the Council Chambers.

I attended the ribbon cutting for the new Mercy Health medical office building.

The Land Development Committee met on December 18 regarding the water line easement.

I attended the Finance Committee that met to review November financials and consider changes to the tax code primarily relating to amending quarterly due dates.

The Streets, Public Utilities and Sewers Committee met to consider the rate increase for CT Consultants.

I met with Village Treasurer Rick Kay.

I met with Vice Mayor Wolf and Council Member Hattenbach.

A staff meeting was held last month with topics including: Council action from December 11, necessary items for January 8 council meeting, committee items, E-News for January, property tax exemption, alarm monitoring and finalizing the Elected Officials Guide.

I was on vacation December 26-January 8.

Council Calendar for 2018

The following are dates for the 2018 regular council meetings occurring on the second Monday each month for Village Council to review. Council may reschedule a regularly scheduled meeting by motion at a regular meeting, if it so desires, to accommodate scheduling conflicts including holidays. A review of The Jewish Holiday Calendar shows that September 10 falls during Rosh Hashanah and December 10 falls during Hanukkah.

2018 Council Meeting Dates

February 12
March 12
April 9
May 14
June 11
July 9
August 13
September 10 Rosh Hashanah (Sep 9-11)
October 8
November 12
December 10 Hanukkah (Dec 3-10)

Miscellaneous

Resident Roz Richards provided lunch for all of the Village employees and retirees.

I provided Christmas lunch for the Village employees.

A Call Safe message was delivered to residents on December 20 reminding residents of the last week of leaf collection.

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

Scot F. Lahrmer
Village Manager

PASSED:
BY:

ORDINANCE NO. 2018-2

ORDINANCE AUTHORIZING ADDENDUM TO VILLAGE MANAGER'S EMPLOYMENT CONTRACT

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

WHEREAS, Council met and conducted a performance evaluation and appraisal of the Village Manager, and has found that Mr. Lahrmer has diligently and admirably represented the Village, and that Mr. Lahrmer's performance warrants an increase in his compensation by three (3) percent retroactive to January 1, 2018, as well as a one-time merit bonus of one thousand five hundred dollars ($1,500);

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

SECTION 1: That the Village Mayor be, and hereby is, authorized and directed to enter into an Addendum to the Employment Agreement with the Village Manager, substantially in the form as attached hereto, in order to amend the Agreement to increase Mr. Lahrmer's annual compensation by three percent, i.e. to $112,540.27.

SECTION 2: The increase in the Manager's compensation as authorized herein shall be effective retroactive to January 1, 2018.

SECTION 3: Council hereby authorizes and directs that the Manager be paid $1,500.00 as a one-time merit bonus for his service to the Village.

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

Passed this _____ day of __________, 2018.

____
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 _____________, 2018, the forgoing Ordinance was published pursuant to Article IX of the Home Rule Charter by posting true copies of said Ordinance at all of the places of public notice as designed by Sec. 31.40(B), Code of Ordinances.

____
Nicole Browder, Clerk of Council

ADDENDUM NO. 4 TO
EMPLOYMENT AGREEMENT FOR VILLAGE MANAGER

This Addendum is made and entered into this 8th day of January, 2018, to the Employment Agreement for Village Manager dated October 15, 2013 (the "Agreement"), by and between the Village of Amberley, Ohio ("Village" or "Employer") and Scot Lahrmer ("Lahrmer" or "Employee") (collectively, the "Parties").

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

"2. Employee's annual base salary shall be $112,540.27 per year payable in installments in the same manner and same time as other employees of the Village are paid."

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

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

THE VILLAGE OF AMBERLEY:

By:____________________________
Thomas C. Muething, Mayor

By:____________________________
Nicole Browder, Clerk of Council

Approved as to form:

By:____________________________
Kevin Frank, Village Solicitor

SCOT F. LAHRMER

____

2551469.1