COUNCIL MEETING AGENDA
January 13, 2025 at 6:30 PM

ROLL CALL

PLEDGE OF ALLEGIANCE

MINUTES

1. Regular Council Meeting of December 9, 2024

FINANCE REPORT

1. Month of November 2024

SWEARING-IN OF K9 ARMOUR

CITIZENS TO SPEAK

1. John Pascoe, 3194 North Farmcrest Drive, Topic: *Fence Height*

COMMITTEE REPORTS:

FINANCE COMMITTEE

1. Resolution 2025-1 Requesting the County Auditor to Make Advance Payments of Taxes
2. Ordinance 2025-1, Amending Appropriations

STREETS, PUBLIC UTILITIES & SEWERS COMMITTEE

1. Resolution 2025-2, Verdantas (Formerly CT Consultants) Master Service Agreement and Rate Increase for 2025
2. Resolution 2025-3, Authorizing the Village Manager to Enter into a Contract for the Purchase of a Replacement Dump Truck and to Sell Two Existing Vehicles
3. Resolution 2025-4, Authorizing the Joint Purchase of an Asphalt Hotbox

POLICE AND FIRE COMMITTEE

1. Resolution 2025-5, Authorizing the Village Manager to Enter into a Contract for the Purchase of 7 GeTac B360 Mobile Data Computers (MDCs), Docks and Antennas
2. Resolution 2025-6, Adopting the Family Support Agreement with the Hamilton County Heroin Task Force
3. Ordinance 2025-2, Appointing Russell Mock as Magistrate for the Amberley Village Mayor's Court

MANAGER'S REPORT

1. Village Manager's Report

CHIEF'S REPORT

MAYOR'S REPORT

NEW BUSINESS

EXECUTIVE SESSION

1. Annual Review of the Village Manager (as allowable by ORC Section 121.22)

ADJOURNMENT

MINUTES OF THE REGULAR MEETING
AMBERLEY VILLAGE COUNCIL
MONDAY, DECEMBER 9, 2024

The Council of Amberley Village, Ohio met in regular session in Chambers on Monday, December 9, 2024 at 6:30 p.m. Mayor Bob Rosen called the meeting to order, and the following roll call was taken:

PRESENT
Richard Bardach
Adam Frankel
Ben Hunt
Keely Paul
Bob Rosen
Jay Shatz
Dara Wood

ALSO PRESENT
Scot Lahrmer, Village Manager
Andrew Kaake, Village Solicitor
Claire Eichner, Village Treasurer
Brian Blum, Assistant Police Chief
Tammy Reasoner, Clerk of Council

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

MINUTES
Mayor Rosen asked if there were any changes to the minutes of the Regular Council Meeting of November 11, 2024 as distributed. There being none, the minutes were approved as submitted.

FINANCE REPORT
Village Manager Scot Lahrmer said earnings tax collections for the month of October were $384,908, bringing the annual earnings tax collections to $3,850,000, or 88% of the projected $3.8 million to be collected for the year. He said earnings tax continues to be the primary revenue source for the Village.

Total revenues collected by the Village as of the end of October were $6.5 million, or 94% of the projected $6.9 million to be collected for the year.

Mr. Lahrmer said expenditures for the year were approximately 78% of the annual budget by the end of October, totaling $5.8 million spent year-to-date of an estimated $7.4 million projected for the year. He stated the unencumbered General Fund balance at the end of October was $6.1 million.

COMMITTEES:
FINANCE COMMITTEE
Chairperson Rosen conducted the second reading of **Ordinance 2024-11**, which would adopt changes to the Village Tax Code to reflect various changes in Ohio law based on the passage of Ohio House Bill 33. He recommended waiving the third reading, and called for a motion to adopt Ordinance 2024-11, which was made by Mr. Frankel and seconded by Ms. Wood. The following roll call vote was taken:

AYE:	Bardach, Frankel, Hunt, Paul, Rosen, Shatz, Wood	(7)
NAY:		(0)

Mayor Rosen called for a motion to adopt Ordinance 2024-11. Moved by Mr. Shatz and seconded by Mr. Hunt, the following roll call vote was taken:

AYE:	Bardach, Frankel, Hunt, Paul, Rosen, Shatz, Wood	(7)
NAY:		(0)

Mayor Rosen then recommended that the ordinance be declared an emergency, allowing it to go into effect immediately. Mr. Frankel moved to approve the emergency clause, which was seconded by Mr. Bardach, and the following roll call vote was taken:

AYE:	Bardach, Frankel, Hunt, Paul, Rosen, Shatz, Wood	(7)
NAY:		(0)

Mayor Rosen read and introduced **Resolution 2024-25**, which would authorize a contract for property and casualty insurance for the Village. He said there were 6 bids submitted of 10 requests, and only Tokio Marine siloed the bids as preferred. Tokio Marine also came in as the lowest bidder, and is the recommended vendor for the contract. Mayor Rosen also said that the Village insurance broker, Assured Partners, asked for a $1,000 increase in fees, which Mr. Rosen said was declined, as there was already an agreement in place. Overall, he said, the new contract and stable fee combined result in a $5,700 savings in property and casualty insurance costs over last year, and Mayor Rosen called for a motion to adopt Resolution 2024-25. Moved by Ms. Paul and seconded by Mayor Rosen, the resolution passed unanimously.

Mayor Rosen introduced and read **Ordinance 2024-13**, which would authorize reappropriations necessary to meet a 27th payroll for the year, when it was originally calculated for 26 paychecks. Mayor Rosen moved to adopt Ordinance 2024-13, which was seconded by Mr. Frankel, and the following roll call vote was taken:

AYE:	Bardach, Frankel, Hunt, Paul, Rosen, Shatz, Wood	(7)
NAY:		(0)

Mayor Rosen read and introduced **Ordinance 2024-14**, which would authorize adoption of the 2025 Annual Budget. Mayor Rosen said he was pleased that the proposed budget was balanced, which he said was a positive turn for Village finances. Highlights include the establishment of a full-time role for Senior Safety Officer Chris Perry supported by a grant from Jewish Home of Cincinnati; a grant to support a shift of Detective Drake to Cold Case Investigator for the Heroin Task Force; a balance in the General Fund to support capital improvements; night vision spotlights on Police Cruisers; computer and radio replacements in Police Cruisers; and the purchase of a new dump truck for the Maintenance Department. Mr. Shatz made a motion to adopt

Ordinance 2024-14, which was seconded by Mr. Hunt, and the following roll call vote was taken:

AYE:	Bardach, Frankel, Hunt, Paul, Rosen, Shatz, Wood	(7)
NAY:		(0)

Mayor Rosen read and introduced **Resolution 2024-26**, which would authorize the transfer of less than $5,000 from the Unclaimed Funds account to the General Fund. Mr. Bardach moved to adopt the resolution, which was seconded by Ms. Wood and passed unanimously.

HEALTH, EDUCATION & WELFARE COMMITTEE

Chairperson Wood said the committee had met to discuss the Village Deer Management Program. She said Sergeant Baker gave the report, and said there were five Officers and one member of the Maintenance staff who together culled 45 deer, processing 39 deer for meat donations. She said there were approximately 160 – 190 deer in the Village, of which they hope to cull 50 in 2025. She said the program initially called for a new deer census every three years, however, staff is confident there is no need given the success of the program and the high cost of conducting the census. Ms. Wood said the committee recommended the program be maintained as-is.

Ms. Paul thanked staff for their subtlety and the effectiveness of the culling program.

COMPENSATION & BENEFITS COMMITTEE

Chairperson Hunt conducted the second reading of **Ordinance 2024-12**, which would amend the Village Code's life insurance provision. He said the purpose was to align the life insurance policy with the Village Code, as there is currently an inconsistency. Vice Mayor Hunt recommended waiving the third reading. Ms. Paul moved to waive the third reading, which was seconded by Mr. Frankel and the following roll call vote was taken:

AYE:	Bardach, Frankel, Hunt, Paul, Rosen, Shatz, Wood	(7)
NAY:		(0)

Mr. Hunt then moved to adopt Ordinance 2024-12, which was seconded by Mr. Frankel and the following roll call vote recorded:

AYE:	Bardach, Frankel, Hunt, Paul, Rosen, Shatz, Wood	(7)
NAY:		(0)

Mr. Hunt recommended and moved that the ordinance include an emergency clause to allow it to go into effect immediately. Seconded by Mr. Frankel, the following roll call vote was taken:

AYE:	Bardach, Frankel, Hunt, Paul, Rosen, Shatz, Wood	(7)
NAY:		(0)

INVESTMENT COMMITTEE
Chairperson Rosen reported that the Investment Committee had met with its investment broker, Bob Francati of PNC Bank, who stated the market was a bit nervous following the recent elections. Mayor Rosen said the committee will reconvene when more information is available.

POLICE AND FIRE COMMITTEE
Chairperson Hunt said the committee met to discuss a new EMS contract with the City of Reading Fire Department, with which the Village has been partnering for the past five years. He said there was a slight cost increase given increases in supply and personnel costs, but that given the success of the partnership, the committee recommended continuation of Reading EMS services. He read and introduced **Resolution 2024-27**, which would authorize the Village Manager to enter into a contract with Reading Fire Department for EMS services, and moved for its adoption. Seconded by Ms. Paul, the resolution passed unanimously.

Mayor Rosen said he was very impressed with the reporting of information from Reading, and found them to be very professional. He commended both Reading Chief Todd Owens and the department's services.

Vice Mayor Hunt read and introduced **Resolution 2024-28**, which would appoint Mike Davenport as the new Heroin Task Force Commander. He said Commander Davenport would replace Tom Fallon following his retirement, and pointed out that salary costs were covered by grants and Hamilton County. He moved to adopt Resolution 2024-28, which was seconded by Mr. Frankel and passed unanimously.

Mr. Hunt said **Resolution 2024-29** would establish the role of Cold Case Investigator for the Heroin Task Force, and allow them to revisit previously unsolved cases. This position, like the Commander role, is covered by grants and Hamilton County. He said the Village would re-evaluate the position should any of the funding cease. Mr. Hunt thanked Chief Wallace for centralizing leadership in Hamilton County, and moved to adopt Resolution 2024-28. Seconded by Ms. Wood, the motion passed unanimously.

MANAGER'S REPORT
Village Manager Scot Lahrmer said the Amberley Village Alert System testing had been a success, and that only a few calls had been received following the initial drill. He said Village staff was ready to assist with sign ups, and encouraged residents not already signed up to do so.

Mr. Lahrmer said Duke Energy would be completing work on its TUG Project, which represents a major investment in the southern portion of the Village. The Undergrounding Project began about a year and a half ago, with the purpose of moving electrical wiring underground in an effort to minimize power outages. He said Duke had stopped work when they ran into a shortage of transformers, which are now available. He said Duke would be sending notices prior to resuming work. Mr. Lahrmer also said that Chad Shaeffer, who has served as the Village liaison with Duke, would be transitioning the Village account to Chris Harding over the next month.

Mr. Lahrmer asked Council to make note of the updated Council Calendar for 2025.

CHIEF'S REPORT

Chief Wallace reported that K9 Armour would be taking her Oath of Office in January, and that she will primarily serve as a Bomb Dog. He said speeding enforcement has increased, which has resulted in fewer complaints. He said the Village has been utilizing ghost cars and has budgeted for additional speed signs.

Chief Wallace also said that while the Heroin Task Force places some additional work on the Village Manager and the Finance Administrator, Amberley Village receives $5,000 per quarter for managing the program. He thanked Council for approving the legislation related to Heroin Task Force programming.

MAYOR'S REPORT

Mayor Bob Rosen wished all the residents in the Village a happy holiday, and reminded people there would be a Holiday Market of handmade goods at PRM on December 15. He also publicly thanked and acknowledged resident Nimet Jeruzalmi for her contribution toward the purchase of night vision technology for the Police Department.

NEW BUSINESS

Councilmember Paul said there would be food trucks available at the PRM Holiday Market, and reminded residents that ROTC members from Xavier University would be training in French Park.

There being no further business, Mayor Rosen adjourned the meeting at 7:13 p.m.

Tammy Reasoner, Clerk of Council

Bob Rosen, Mayor

TO: Village Council

FROM: Scot F. Lahrmer, Village Manager

DATE: January 13, 2025

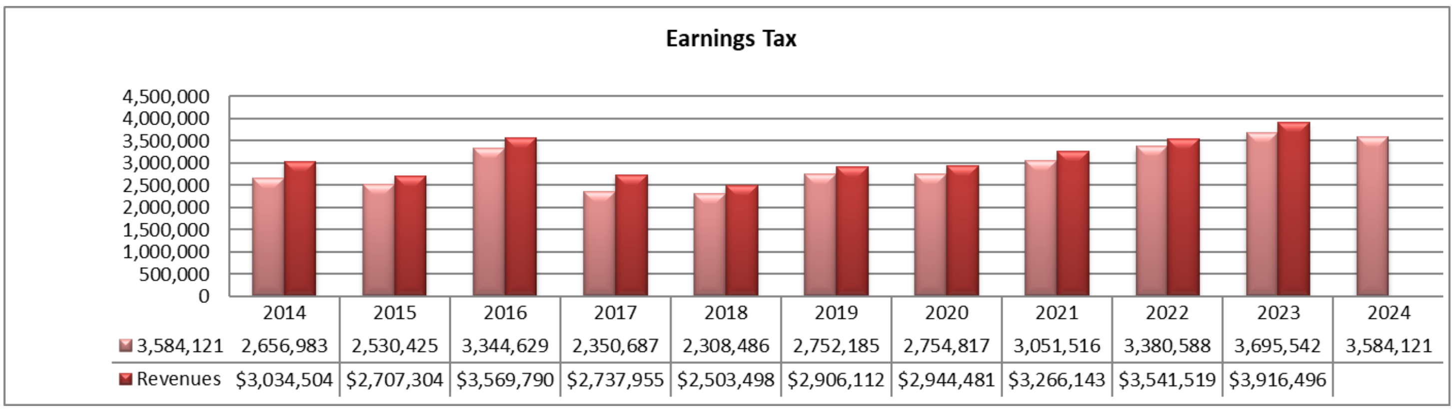
RE: Finance Report for November 2024

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 $198,985. The earnings tax collection estimate for 2024 is $3,850,000. Earnings tax continues to be the primary revenue source for the Village. This chart shows how earnings tax revenue has tracked since 2014 and also reflects the amount collected for each of the last 10 years.



Property Tax

No property taxes were received in November. The budget for 2024 is $1,518,872.

Local Government Fund

The Local Government Fund netted $6,665 for November. The budget for 2024 is $79,006.

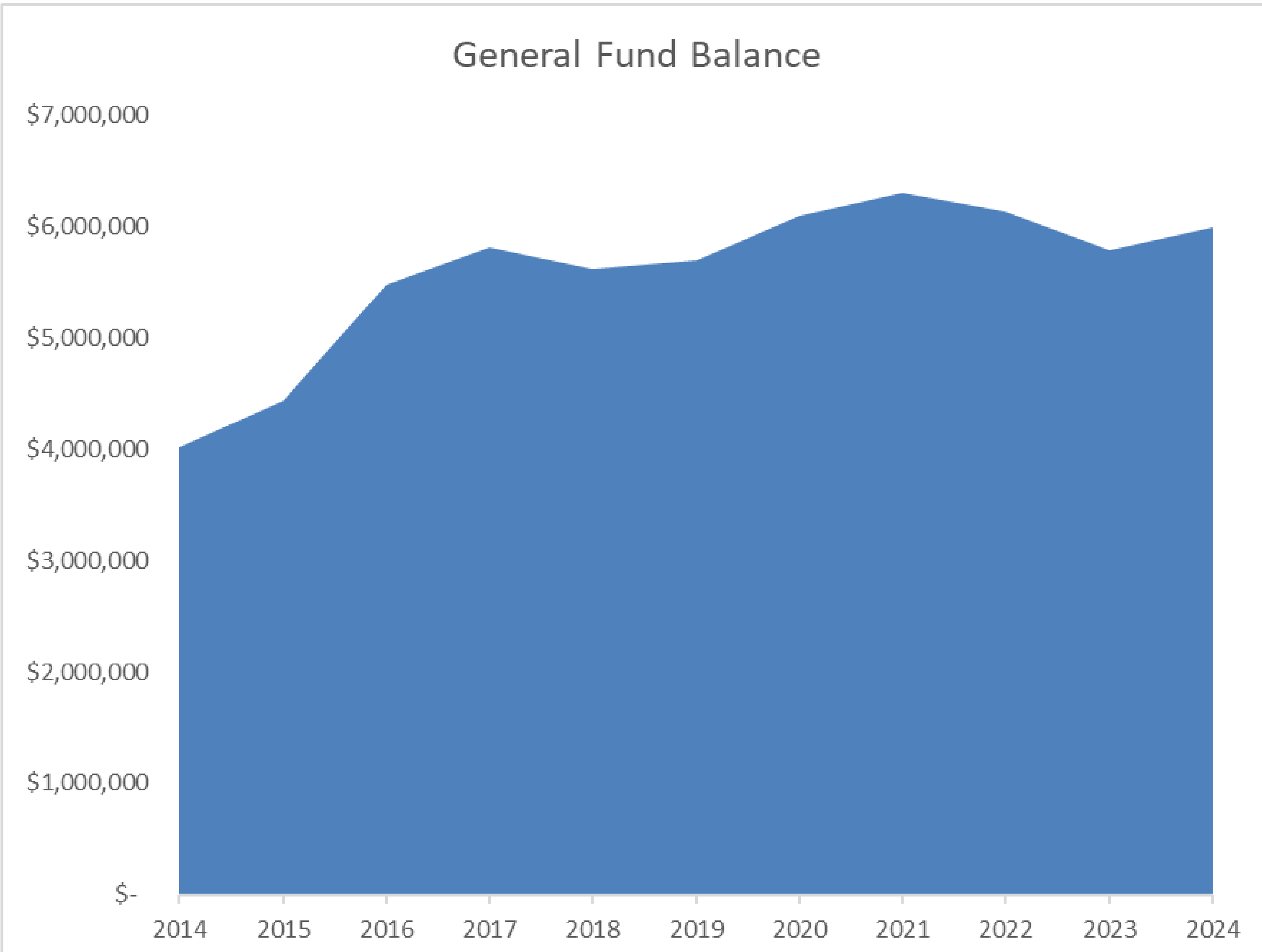
General Fund Summary

Revenue for the month of November totaled $364,969.

2024 Earnings Tax Budget:	$3,850,000	
Earnings Tax Collected (as of 11/30/24)	$3,584,121	93.09% collected
2024 Revenue Estimate:	$6,945,340	
Revenue Collected (as of 11/30/24)	$6,900,304	99.35% collected

Expenses for November totaled:	$ 497,598	
2024 Budget:	$7,449,709	
Expenditures (as of 11/30/24)	$6,310,021	84.7% spent

As of the end of November, the unencumbered General Fund balance is $5,985,583. The history of the General Fund balance is depicted in the graph below.



If you have any questions, please let me know.

Fund Summary

November 2024

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	$6,622,603.59	$364,969.38	$6,900,304.47	$497,598.42	$6,310,020.88	$6,489,974.55	$503,864.28	$5,986,110.27
2011	Street Construction, Maint. and Repair	$464,064.56	$23,236.46	$441,921.50	$10,412.26	$779,935.28	$476,888.76	$359,401.75	$117,487.01
2051	Federal Grant	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2081	Equitable Sharing Fund	$2,503.81	$0.00	$0.00	$0.00	$13,933.50	$2,503.81	$2,503.81	$0.00
2082	OneOhio Opioid Settlement Fund	$22,872.99	$0.00	$14,599.75	$0.00	$0.00	$22,872.99	$0.00	$22,872.99
2091	Law Enforcement Trust	$20,158.41	$683.00	$8,830.00	$1,870.99	$16,573.47	$18,970.42	$196.46	$18,773.96
2101	Permissive Motor Vehicle License Tax	$7,931.01	$2,743.60	$27,545.59	$0.00	$30,000.00	$10,674.61	$0.00	$10,674.61
2131	Police Disability and Pension	$23,301.32	$0.00	$75,246.24	$15,929.64	$84,843.94	$7,371.68	$0.00	$7,371.68
2151	Coronavirus Relief Fund	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2152	American Rescue Plan Act Fund	$35,414.69	$0.00	$131,553.22	$10,399.02	$124,225.06	$25,015.67	$1,316.80	$23,698.87
2901	MAYOR'S COURT COMPUTER FUND	$6,788.93	$1,080.00	$5,724.00	$155.33	$5,519.81	$7,713.60	$1,907.71	$5,805.89
2902	POLICE LEVY FUND	$136,979.00	$435.88	$1,353,686.23	$30,338.67	$1,303,965.04	$107,076.21	$1,983.26	$105,092.95
2903	PSAP 911 FUND	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2904	EMPLOYEE SEVERANCE FUND	$271,854.24	$0.00	$45,000.00	$0.00	$0.00	$271,854.24	$0.00	$271,854.24
2905	WE THRIVE GRANT FUND	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2906	NATURE WORKS GRANT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2907	Mercy Tax Increment Equivalent Fund	$386,883.11	$1,564.88	$155,112.63	$4,065.25	$103,662.25	$384,382.74	$6,887.25	$377,495.49
3101	Bond Retirement	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4901	CAPITAL PROJECTS	$250,755.38	$0.00	$383,379.00	$0.00	$363,599.12	$250,755.38	$168,961.84	$81,793.54
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	$279,055.84	$17,670.48	$261,405.51	$0.00	$141,292.11	$296,726.32	$101,843.17	$194,883.15
9101	Unclaimed Monies	$3,954.21	$0.00	$435.68	$0.00	$0.00	$3,954.21	$0.00	$3,954.21
9901	MAYOR'S COURT CUSTODIAL	$14,164.00	$9,440.00	$95,316.00	$17,468.00	$97,011.00	$6,136.00	$0.00	$6,136.00
9902	EMPLOYEES HEALTH INSURANCE CUSTODI	$145.87	$7,796.78	$86,171.05	$7,796.78	$93,858.74	$145.87	$0.00	$145.87
9903	VALLEY BAND ESCROW	$29.67	$0.00	$0.00	$29.67	$4,526.98	$0.00	$0.00	$0.00
9904	Kenwood SWJEDZ CUSTODIAL	$306,068.04	$73,279.98	$1,066,530.79	$306,092.43	$1,143,862.12	$73,255.59	$79.66	$73,175.93
9905	Kenwood SWJEDZ Escrow CUSTODIAL	$13,840.13	$6,122.74	$38,687.94	$0.00	$18,757.75	$19,962.87	$0.00	$19,962.87
9906	Kenwood SWJEDZ Long-Term Maint CUSTODI.	$3,878.57	$3,061.37	$9,206.77	$0.00	$7,336.83	$6,939.94	$163.17	$6,776.77
	Report Total:	$8,874,451.49	$512,084.55	$11,100,656.37	$902,156.46	$10,642,923.88	$8,484,379.58	$1,149,109.16	$7,335,270.42

Last reconciled to bank: 10/31/2024 – Total other adjusting factors: $414.15

Revenue Status

By Fund Then Revenue

As Of 11/30/2024

Fund: 1000 General

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
1000-110-0000	General Property Tax - Real Estate	$1,518,872.00	$1,467,814.28	$51,057.72	96.638%
1000-120-0000	Tangible Personal Property Tax	$0.00	$0.00	$0.00	0.000%
1000-130-0000	Municipal Income Tax	$3,850,000.00	$3,584,120.96	$265,879.04	93.094%
	Property and Other Local Taxes Sub-Total:	$5,368,872.00	$5,051,935.24	$316,936.76	94.097%
1000-211-0000	Local Government Distribution	$79,006.00	$70,951.50	$8,054.50	89.805%
1000-224-0000	Liquor and Beer Permit Fees	$1,500.00	$3,100.65	-$1,600.65	206.710%
1000-231-0000	Property Tax Allocation	$192,655.00	$212,685.05	-$20,030.05	110.397%
1000-290-0000	Other - State Shared Taxes and Permits	$19,200.00	$16,922.17	$2,277.83	88.136%
1000-290-0011	Other - State Shared Taxes and Permits{JEDZ}	$126,000.00	$130,150.29	-$4,150.29	103.294%
	State Shared Taxes and Permits Sub-Total:	$418,361.00	$433,809.66	-$15,448.66	103.693%
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	$0.00	$0.00	0.000%
1000-413-0014	Federal - Pass Through Grants{QRT FED REIMB}	$0.00	$91,909.47	-$91,909.47	0.000%
1000-413-0016	Federal - Pass Through Grants{DOJ-OCDETF OT /HC-JD PAY OFFS}	$0.00	$0.00	$0.00	0.000%
1000-422-0000	State - Restricted	$0.00	$49,765.19	-$49,765.19	0.000%
1000-422-0012	State - Restricted{2023 Recovery Ohio}	$0.00	$63,585.62	-$63,585.62	0.000%
1000-422-0015	State - Restricted{HTF COMMANDER}	$100,000.00	$88,530.61	$11,469.39	88.531%
1000-422-0016	State - Restricted{DOJ-OCDETF OT /HC-JD PAY OFFSE}	$14,400.00	$0.00	$14,400.00	0.000%
1000-422-0020	State - Restricted{FIRE GRANT}	$0.00	$10,000.00	-$10,000.00	0.000%
1000-422-0021	State - Restricted{OAC 109:2-18-05 TRAINING}	$30,000.00	$54,013.64	-$24,013.64	180.045%
1000-422-0022	State - Restricted{FIRE TRAINING}	$0.00	$2,900.00	-$2,900.00	0.000%
1000-422-0041	State - Restricted{K-9}	$0.00	$0.00	$0.00	0.000%
1000-440-0000	Grants or Aid (Non-Federal and Non-State)	$125,000.00	$59,000.00	$66,000.00	47.200%
1000-440-0018	Grants or Aid (Non-Federal and Non-State){HAMILTON CNTY PUB}	$10,000.00	$10,000.00	$0.00	100.000%
1000-440-0026	Grants or Aid (Non-Federal and Non-State){PRAIRIE GARDEN-AG}	$0.00	$0.00	$0.00	0.000%

Revenue Status

By Fund Then Revenue

As Of 11/30/2024

Fund: 1000 General

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
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	$14,000.00	$12,800.01	$1,199.99	91.429%
1000-490-0013	Other - Intergovernmental{HTF INVESTIGATIVE LIAISON}	$0.00	$100,000.00	-$100,000.00	0.000%
1000-490-0015	Other - Intergovernmental{HTF COMMANDER}	$62,000.00	$23,817.89	$38,182.11	38.416%
1000-490-0016	Other - Intergovernmental{DOJ-OCDETF OT /HC-JD PAY OFFSE}	$0.00	$0.00	$0.00	0.000%
1000-490-0017	Other - Intergovernmental{HC REA DISTRIBUTION}	$0.00	$29,991.17	-$29,991.17	0.000%
	Intergovernmental Sub-Total:	$355,400.00	$596,313.60	-$240,913.60	167.787%
1000-512-0000	Contracts for Police Protection	$15,000.00	$46,208.05	-$31,208.05	308.054%
1000-514-0000	Garbage and Trash	$274,732.00	$260,001.33	$14,730.67	94.638%
1000-523-0000	Recreation Entry Fees	$2,000.00	$3,185.00	-$1,185.00	159.250%
1000-529-0000	Other - Cultural and Recreational Programs	$1,800.00	$1,180.00	$620.00	65.556%
1000-541-0000	Consumer Rent	$75,000.00	$68,082.41	$6,917.59	90.777%
1000-541-0025	Consumer Rent{Mercy Land Lease}	$12,875.00	$12,875.00	$0.00	100.000%
1000-541-0035	Consumer Rent{COMMUNITY ROOM}	$6,500.00	$4,500.00	$2,000.00	69.231%
1000-590-0000	Other - Charges for Services	$200.00	$253.81	-$53.81	126.905%
	Charges for Services Sub-Total:	$388,107.00	$396,285.60	-$8,178.60	102.107%
1000-612-0000	Court Fines	$85,000.00	$65,799.00	$19,201.00	77.411%
1000-612-0051	Court Fines{MAYOR'S COURT CREDIT CARD FEES}	$1,000.00	$509.00	$491.00	50.900%
1000-619-0000	Other - Fines and Forfeitures	$59,600.00	$0.00	$59,600.00	0.000%
1000-624-0000	Street Opening	$0.00	$0.00	$0.00	0.000%
1000-625-0000	Cable Franchise Fees	$0.00	$46,683.82	-$46,683.82	0.000%
1000-629-0000	Other - Licenses and Permits	$53,000.00	$48,435.89	$4,564.11	91.388%
1000-629-0027	Other - Licenses and Permits{CELLULAR UNITS-ALARMS}	$5,500.00	$9,375.18	-$3,875.18	170.458%
1000-690-0000	Other - Fees	$0.00	$0.00	$0.00	0.000%
	Fines, Licenses and Permits Sub-Total:	$204,100.00	$170,802.89	$33,297.11	83.686%
1000-701-0000	Interest	$175,000.00	$181,679.32	-$6,679.32	103.817%
	Earnings on Investments Sub-Total:	$175,000.00	$181,679.32	-$6,679.32	103.817%

Revenue Status

By Fund Then Revenue

As Of 11/30/2024

Fund: 1000 General

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
1000-820-0000	Contributions and Donations	$0.00	$600.00	-$600.00	0.000%
1000-820-0023	Contributions and Donations{HC DIVE TEAM}	$0.00	$0.00	$0.00	0.000%
1000-820-0030	Contributions and Donations{ICE CREAM SOCIAL}	$10,000.00	$10,550.00	-$550.00	105.500%
1000-820-0032	Contributions and Donations{BENCH & TREE MEMORIALS}	$0.00	$0.00	$0.00	0.000%
1000-820-0033	Contributions and Donations{Ed Hattenbach Memorial}	$0.00	$0.00	$0.00	0.000%
1000-820-0034	Contributions and Donations{COMMEMORATIVE BRICKS}	$0.00	$0.00	$0.00	0.000%
1000-820-0041	Contributions and Donations{K-9}	$0.00	$0.00	$0.00	0.000%
1000-892-0000	Other - Miscellaneous Non-Operating	$22,000.00	$58,328.16	-$36,328.16	265.128%
	Miscellaneous Sub-Total:	$32,000.00	$69,478.16	-$37,478.16	217.119%
1000-931-0000	Transfers - In	$0.00	$0.00	$0.00	0.000%
1000-961-0000	Sale of Fixed Assets	$3,500.00	$0.00	$3,500.00	0.000%
1000-981-0000	Special Items	$0.00	$0.00	$0.00	0.000%
1000-982-0000	Extraordinary Items	$0.00	$0.00	$0.00	0.000%
1000-999-0000	Other - Other Financing Sources	$0.00	$0.00	$0.00	0.000%
	Other Financing Sources Sub-Total:	$3,500.00	$0.00	$3,500.00	0.000%
	Fund 1000 Sub-Total:	$6,945,340.00	$6,900,304.47	$45,035.53	99.352%
	Report Total:	$6,945,340.00	$6,900,304.47	$45,035.53	99.352%

Appropriation Summary

November 2024

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	$21,779.76	$1,553,928.98	$1,575,708.74	$202,803.76	$1,447,369.72	$33,173.70	$95,165.32	91.855%
Employee Fringe Benefits	$0.00	$867,299.75	$867,299.75	$35,165.95	$607,356.50	$2,002.64	$257,940.61	70.028%
Contractual Services	$12,817.49	$275,122.49	$287,939.98	$26,409.48	$212,676.06	$55,889.36	$19,374.56	73.861%
Supplies and Materials	$4,297.46	$151,619.50	$155,916.96	$9,178.98	$145,492.97	$10,498.43	($74.44)	93.314%
Capital Outlay	$0.00	$96,707.01	$96,707.01	$0.00	$94,173.62	$1,176.08	$1,357.31	97.380%
Other	$0.00	$155,673.00	$155,673.00	$0.00	$26,772.68	$23,227.32	$105,673.00	17.198%
Total Police Enforcement	$38,894.71	$3,100,350.73	$3,139,245.44	$273,558.17	$2,533,841.55	$125,967.53	$479,436.36	
Fire Fighting, Prevention and Inspection								
Personal Services	$1,890.74	$201,686.00	$203,576.74	$17,914.66	$184,985.27	$2,929.97	$15,661.50	90.868%
Employee Fringe Benefits	$0.00	$42,521.69	$42,521.69	$3,538.66	$33,490.86	$0.00	$9,030.83	78.762%
Contractual Services	$6,143.50	$84,905.35	$91,048.85	$2,333.59	$70,473.90	$16,394.18	$4,180.77	77.402%
Supplies and Materials	$12,992.07	$54,314.65	$67,306.72	$1,911.66	$57,930.99	$8,361.26	$1,014.47	86.070%
Capital Outlay	$0.00	$12,000.00	$12,000.00	$713.92	$8,920.70	$332.45	$2,746.85	74.339%
Total Fire Fighting, Prevention and Inspection	$21,026.31	$395,427.69	$416,454.00	$26,412.49	$355,801.72	$28,017.86	$32,634.42	
Total Security of Persons and Property	$59,921.02	$3,495,778.42	$3,555,699.44	$299,970.66	$2,889,643.27	$153,985.39	$512,070.78	
Public Health Services								
Payment to County Health District								
Contractual Services	$0.00	$11,987.94	$11,987.94	$0.00	$11,987.94	$0.00	$0.00	100.000%
Total Payment to County Health District	$0.00	$11,987.94	$11,987.94	$0.00	$11,987.94	$0.00	$0.00	
Other Public Health Services								
Contractual Services	$0.00	$218,791.00	$218,791.00	$0.00	$164,093.25	$54,697.75	$0.00	75.000%
Total Other Public Health Services	$0.00	$218,791.00	$218,791.00	$0.00	$164,093.25	$54,697.75	$0.00	
Total Public Health Services	$0.00	$230,778.94	$230,778.94	$0.00	$176,081.19	$54,697.75	$0.00	
Leisure Time Activities								
Recreation								
Contractual Services	$0.00	$16,956.40	$16,956.40	$0.00	$16,956.40	$0.00	$0.00	100.000%
Supplies and Materials	$0.00	$18,044.00	$18,044.00	$0.00	$17,899.19	$144.81	$0.00	99.197%
Total Recreation	$0.00	$35,000.40	$35,000.40	$0.00	$34,855.59	$144.81	$0.00	
Other Leisure Time Activities								
Contractual Services	$0.00	$499.60	$499.60	$0.00	$0.00	$350.00	$149.60	0.000%
Total Other Leisure Time Activities	$0.00	$499.60	$499.60	$0.00	$0.00	$350.00	$149.60	
Total Leisure Time Activities	$0.00	$35,500.00	$35,500.00	$0.00	$34,855.59	$494.81	$149.60	
Basic Utility Services								
Waste Collection - Refuse Collection and Disp								
Contractual Services	$21,302.96	$274,733.00	$296,035.96	$0.00	$243,364.68	$47,938.28	$4,733.00	82.208%
Total Waste Collection - Refuse Collection and Disp	$21,302.96	$274,733.00	$296,035.96	$0.00	$243,364.68	$47,938.28	$4,733.00	
Total Basic Utility Services	$21,302.96	$274,733.00	$296,035.96	$0.00	$243,364.68	$47,938.28	$4,733.00	
Transportation								
Other Transportation								
Personal Services	$5,494.00	$500,522.00	$506,016.00	$36,493.95	$434,514.10	$5,455.55	$66,046.35	85.870%

	Reserved for Encumbrance 12/31 Less Adjustment	Final Appropriation	Total Appropriations	Month To Date Expenditures	Year to Date Expenditures	Current Reserve for Encumbrance	Unencumbered Balance	YTD % Expenditures
Employee Fringe Benefits	$1,191.67	$220,672.82	$221,864.49	$17,579.78	$194,408.69	$692.31	$26,763.49	87.625%
Contractual Services	$4,461.20	$182,130.50	$186,591.70	$11,739.22	$100,124.22	$55,891.16	$30,576.32	53.660%
Supplies and Materials	$310.00	$209,459.50	$209,769.50	$7,152.20	$159,581.36	$25,051.54	$25,136.60	76.075%
Capital Outlay	$2,660.00	$0.00	$2,660.00	$0.00	$0.00	$2,660.00	$0.00	0.000%
Total Other Transportation	$14,116.87	$1,112,784.82	$1,126,901.69	$72,965.15	$888,628.37	$89,750.56	$148,522.76	
Total Transportation	$14,116.87	$1,112,784.82	$1,126,901.69	$72,965.15	$888,628.37	$89,750.56	$148,522.76	
General Government								
Mayor and Administrative Offices								
Personal Services	$5,083.78	$492,628.35	$497,712.13	$39,353.29	$492,030.32	$5,681.81	$0.00	98.858%
Employee Fringe Benefits	$0.00	$157,724.59	$157,724.59	$11,340.22	$153,810.99	$378.36	$3,535.24	97.519%
Contractual Services	$1,236.14	$120,605.09	$121,841.23	$4,294.11	$99,429.57	$19,528.17	$2,883.49	81.606%
Supplies and Materials	$547.10	$6,464.87	$7,011.97	$713.40	$6,511.97	$0.00	$500.00	92.869%
Total Mayor and Administrative Offices	$6,867.02	$777,422.90	$784,289.92	$55,701.02	$751,782.85	$25,588.34	$6,918.73	
Legislative Activities								
Personal Services	$20.00	$10,800.00	$10,820.00	$882.00	$9,614.00	$56.00	$1,150.00	88.854%
Employee Fringe Benefits	$0.00	$1,622.30	$1,622.30	$80.10	$842.45	$0.00	$779.85	51.929%
Contractual Services	$1,050.19	$57,851.48	$58,901.67	$4,198.90	$44,550.42	$14,732.47	($381.22)	75.635%
Supplies and Materials	$0.00	$17,753.22	$17,753.22	$0.00	$17,651.62	$0.00	$101.60	99.428%
Other	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0.000%
Total Legislative Activities	$1,070.19	$88,027.00	$89,097.19	$5,161.00	$72,658.49	$14,788.47	$1,650.23	
Mayor's Court								
Contractual Services	$1,760.00	$33,402.00	$35,162.00	$2,594.00	$29,544.24	$6,117.76	($500.00)	84.023%
Supplies and Materials	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0.000%
Total Mayor's Court	$1,760.00	$33,402.00	$35,162.00	$2,594.00	$29,544.24	$6,117.76	($500.00)	
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	$246.85	$246.85	$19.31	$227.51	$0.00	$19.34	92.165%
Contractual Services	$0.00	$1,392.00	$1,392.00	$0.00	$88.00	$1,201.00	$103.00	6.322%
Total Clerk - Treasurer	$12.50	$3,138.85	$3,151.35	$141.81	$1,685.51	$1,218.50	$247.34	
Lands and Buildings								
Personal Services	$199.81	$40,777.10	$40,976.91	$2,395.85	$23,040.89	$335.26	$17,600.76	56.229%
Employee Fringe Benefits	$0.00	$8,760.56	$8,760.56	$259.95	$3,846.04	$0.00	$4,914.52	43.902%
Contractual Services	$280.17	$301,377.29	$301,657.46	$9,971.35	$214,939.47	$65,157.84	$21,560.15	71.253%
Supplies and Materials	$6,450.00	$159,356.41	$165,806.41	$40,981.23	$141,943.68	$19,166.46	$4,696.27	85.608%
Capital Outlay	$0.00	$13,936.00	$13,936.00	$0.00	$10,078.60	$0.00	$3,857.40	72.321%
Total Lands and Buildings	$6,929.98	$524,207.36	$531,137.34	$53,608.38	$393,848.68	$84,659.56	$52,629.10	
Boards and Commissions								
Personal Services	$6.68	$800.00	$806.68	$49.02	$549.80	$6.99	$249.89	68.156%
Employee Fringe Benefits	$0.00	$124.00	$124.00	$7.71	$87.14	$0.00	$36.86	70.274%
Total Boards and Commissions	$6.68	$924.00	$930.68	$56.73	$636.94	$6.99	$286.75	
Solicitor								
Contractual Services	$2,503.65	$40,000.00	$42,503.65	$0.00	$24,625.65	$17,878.00	$0.00	57.938%
Total Solicitor	$2,503.65	$40,000.00	$42,503.65	$0.00	$24,625.65	$17,878.00	$0.00	
Income Tax Administration								

Appropriation Summary

November 2024

	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
Personal Services	$500.00	$69,825.00	$70,325.00	$5,476.00	$64,574.76	$763.26	$4,986.98	91.823%
Employee Fringe Benefits	$0.00	$21,737.28	$21,737.28	$1,501.42	$19,330.42	$0.00	$2,406.86	88.928%
Contractual Services	$102.92	$16,731.10	$16,834.02	$422.25	$8,911.72	$5,976.61	$1,945.69	52.939%
Supplies and Materials	$0.00	$500.00	$500.00	$0.00	$500.00	$0.00	$0.00	100.000%
Total Income Tax Administration	$602.92	$108,793.38	$109,396.30	$7,399.67	$93,316.90	$6,739.87	$9,339.53	
Tax Refunds								
Other	$0.00	$100,000.00	$100,000.00	$0.00	$88,540.19	$0.00	$11,459.81	88.540%
Total Tax Refunds	$0.00	$100,000.00	$100,000.00	$0.00	$88,540.19	$0.00	$11,459.81	
Other General Government								
Employee Fringe Benefits	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0.000%
Supplies and Materials	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0.000%
Other	$0.00	$3,500.00	$3,500.00	$0.00	$90.00	$0.00	$3,410.00	2.571%
Total Other General Government	$0.00	$3,500.00	$3,500.00	$0.00	$90.00	$0.00	$3,410.00	
Total General Government	$19,752.94	$1,679,415.49	$1,699,168.43	$124,662.61	$1,456,729.45	$156,997.49	$85,441.49	
Other Financing Uses								
Transfers - Out	$0.00	$608,379.00	$608,379.00	$0.00	$608,379.00	$0.00	$0.00	100.000%
Contingencies	$0.00	$12,339.33	$12,339.33	$0.00	$12,339.33	$0.00	$0.00	100.000%
Other - Other Financing Uses	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0.000%
Total Other Financing Uses	$0.00	$620,718.33	$620,718.33	$0.00	$620,718.33	$0.00	$0.00	
Total 1000 - General	$115,093.79	$7,449,709.00	$7,564,802.79	$497,598.42	$6,310,020.88	$503,864.28	$750,917.63	
2011 - Street Construction, Maint. and Repair								
Transportation								
Other Transportation								
Contractual Services	$0.00	$100,000.00	$100,000.00	$0.00	$21,327.43	$20,539.60	$58,132.97	21.327%
Capital Outlay	$0.00	$1,174,902.00	$1,174,902.00	$10,412.26	$758,607.85	$338,862.15	$77,432.00	64.568%
Total Other Transportation	$0.00	$1,274,902.00	$1,274,902.00	$10,412.26	$779,935.28	$359,401.75	$135,564.97	
Total Transportation	$0.00	$1,274,902.00	$1,274,902.00	$10,412.26	$779,935.28	$359,401.75	$135,564.97	
Total 2011 - Street Construction, Maint. and Repair	$0.00	$1,274,902.00	$1,274,902.00	$10,412.26	$779,935.28	$359,401.75	$135,564.97	
2051 - Federal Grant								
Community Environment								
Other Community Environment								
Other	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0.000%
Total Other Community Environment	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
Total Community Environment	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
Total 2051 - Federal Grant	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
2081 - Equitable Sharing Fund								
Security of Persons and Property								
Police Enforcement								
Other	$0.00	$16,437.31	$16,437.31	$0.00	$13,933.50	$2,503.81	$0.00	84.768%

Appropriation Summary

November 2024

	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 Police Enforcement	$0.00	$16,437.31	$16,437.31	$0.00	$13,933.50	$2,503.81	$0.00	
Total Security of Persons and Property	$0.00	$16,437.31	$16,437.31	$0.00	$13,933.50	$2,503.81	$0.00	
Total 2081 - Equitable Sharing Fund	$0.00	$16,437.31	$16,437.31	$0.00	$13,933.50	$2,503.81	$0.00	
2091 - Law Enforcement Trust								
Security of Persons and Property								
Police Enforcement								
Contractual Services	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0.000%
Other	$1,100.00	$33,113.00	$34,213.00	$1,870.99	$16,573.47	$196.46	$17,443.07	48.442%
Total Police Enforcement	$1,100.00	$33,113.00	$34,213.00	$1,870.99	$16,573.47	$196.46	$17,443.07	
Total Security of Persons and Property	$1,100.00	$33,113.00	$34,213.00	$1,870.99	$16,573.47	$196.46	$17,443.07	
Total 2091 - Law Enforcement Trust	$1,100.00	$33,113.00	$34,213.00	$1,870.99	$16,573.47	$196.46	$17,443.07	
2101 - Permissive Motor Vehicle License Tax								
Transportation								
Other Transportation								
Contractual Services	$0.00	$10,000.00	$10,000.00	$0.00	$0.00	$0.00	$10,000.00	0.000%
Capital Outlay	$0.00	$33,129.00	$33,129.00	$0.00	$30,000.00	$0.00	$3,129.00	90.555%
Total Other Transportation	$0.00	$43,129.00	$43,129.00	$0.00	$30,000.00	$0.00	$13,129.00	
Total Transportation	$0.00	$43,129.00	$43,129.00	$0.00	$30,000.00	$0.00	$13,129.00	
Total 2101 - Permissive Motor Vehicle License Tax	$0.00	$43,129.00	$43,129.00	$0.00	$30,000.00	$0.00	$13,129.00	
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	$89,522.00	$89,522.00	$15,929.64	$84,014.36	$0.00	$5,507.64	93.848%
Total Police Enforcement	$0.00	$89,522.00	$89,522.00	$15,929.64	$84,014.36	$0.00	$5,507.64	
Total Security of Persons and Property	$0.00	$89,522.00	$89,522.00	$15,929.64	$84,014.36	$0.00	$5,507.64	
General Government								
Auditor of State Fees								
Contractual Services	$0.00	$1,000.00	$1,000.00	$0.00	$829.58	$0.00	$170.42	82.958%
Total Auditor of State Fees	$0.00	$1,000.00	$1,000.00	$0.00	$829.58	$0.00	$170.42	
Total General Government	$0.00	$1,000.00	$1,000.00	$0.00	$829.58	$0.00	$170.42	
Total 2131 - Police Disability and Pension	$0.00	$90,522.00	$90,522.00	$15,929.64	$84,843.94	$0.00	$5,678.06	
2151 - Coronavirus Relief Fund								
Security of Persons and Property								
Fire Fighting, Prevention and Inspection								
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 Fire Fighting, Prevention and Inspection	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	

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	Reserved for Encumbrance 12/31 Less Adjustment	Final Appropriation	Total Appropriations	Month To Date Expenditures	Year to Date Expenditures	Current Reserve for Encumbrance	Unencumbered Balance	YTD % Expenditures
Total Security of Persons and Property	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
General Government								
Mayor and Administrative Offices								
Employee Fringe Benefits	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0.000%
Total Mayor and Administrative Offices	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
Total General Government	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
Other Financing Uses								
Total Other Financing Uses	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
Total 2151 - Coronavirus Relief Fund	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
2152 - American Rescue Plan Act Fund								
Security of Persons and Property								
Police Enforcement								
Personal Services	$1,035.04	$106,361.00	$107,396.04	$7,533.12	$89,802.64	$1,231.16	$16,362.24	83.618%
Employee Fringe Benefits	$0.00	$41,844.00	$41,844.00	$2,865.90	$34,422.42	$85.64	$7,335.94	82.264%
Total Police Enforcement	$1,035.04	$148,205.00	$149,240.04	$10,399.02	$124,225.06	$1,316.80	$23,698.18	
Total Security of Persons and Property	$1,035.04	$148,205.00	$149,240.04	$10,399.02	$124,225.06	$1,316.80	$23,698.18	
Total 2152 - American Rescue Plan Act Fund	$1,035.04	$148,205.00	$149,240.04	$10,399.02	$124,225.06	$1,316.80	$23,698.18	
2901 - MAYOR'S COURT COMPUTER FUND								
Security of Persons and Property								
Police Enforcement								
Contractual Services	$0.00	$7,209.00	$7,209.00	$155.33	$5,300.73	$1,907.71	$0.56	73.529%
Supplies and Materials	$0.00	$2,791.00	$2,791.00	$0.00	$0.00	$0.00	$2,791.00	0.000%
Capital Outlay	$219.08	$3,987.00	$4,206.08	$0.00	$219.08	$0.00	$3,987.00	5.209%
Total Police Enforcement	$219.08	$13,987.00	$14,206.08	$155.33	$5,519.81	$1,907.71	$6,778.56	
Total Security of Persons and Property	$219.08	$13,987.00	$14,206.08	$155.33	$5,519.81	$1,907.71	$6,778.56	
Total 2901 - MAYOR'S COURT COMPUTER FUND	$219.08	$13,987.00	$14,206.08	$155.33	$5,519.81	$1,907.71	$6,778.56	
2902 - POLICE LEVY FUND								
Security of Persons and Property								
Police Enforcement								
Personal Services	$8,084.92	$1,102,807.28	$1,110,892.20	$11,959.04	$1,108,904.01	$1,983.26	$4.93	99.821%
Employee Fringe Benefits	$0.00	$234,924.72	$234,924.72	$18,379.63	$180,191.73	$0.00	$54,732.99	76.702%
Contractual Services	$0.00	$17,814.00	$17,814.00	$0.00	$14,869.30	$0.00	$2,944.70	83.470%
Total Police Enforcement	$8,084.92	$1,355,546.00	$1,363,630.92	$30,338.67	$1,303,965.04	$1,983.26	$57,682.62	
Total Security of Persons and Property	$8,084.92	$1,355,546.00	$1,363,630.92	$30,338.67	$1,303,965.04	$1,983.26	$57,682.62	
Total 2902 - POLICE LEVY FUND	$8,084.92	$1,355,546.00	$1,363,630.92	$30,338.67	$1,303,965.04	$1,983.26	$57,682.62	
2903 - PSAP 911 FUND								
Security of Persons and Property								
Police Enforcement								

Appropriation Summary

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	Reserved for Encumbrance 12/31 Less Adjustment	Final Appropriation	Total Appropriations	Month To Date Expenditures	Year to Date Expenditures	Current Reserve for Encumbrance	Unencumbered Balance	YTD % Expenditures
Contractual Services	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0.000%
Capital Outlay	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0.000%
Total Police Enforcement	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
Total Security of Persons and Property	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
Total 2903 - PSAP 911 FUND	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
2904 - EMPLOYEE SEVERANCE FUND								
Security of Persons and Property								
Police Enforcement								
Personal Services	$0.00	$45,000.00	$45,000.00	$0.00	$0.00	$0.00	$45,000.00	0.000%
Employee Fringe Benefits	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0.000%
Total Police Enforcement	$0.00	$45,000.00	$45,000.00	$0.00	$0.00	$0.00	$45,000.00	
Total Security of Persons and Property	$0.00	$45,000.00	$45,000.00	$0.00	$0.00	$0.00	$45,000.00	
Transportation								
Other Transportation								
Personal Services	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0.000%
Employee Fringe Benefits	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0.000%
Total Other Transportation	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
Total Transportation	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
General Government								
Mayor and Administrative Offices								
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 Mayor and Administrative Offices	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
Income Tax Administration								
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 Income Tax Administration	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
Total General Government	$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	$45,000.00	$45,000.00	$0.00	$0.00	$0.00	$45,000.00	
2905 - WE THRIVE GRANT FUND								
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 2905 - WE THRIVE GRANT FUND	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	

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	Reserved for Encumbrance 12/31 Less Adjustment	Final Appropriation	Total Appropriations	Month To Date Expenditures	Year to Date Expenditures	Current Reserve for Encumbrance	Unencumbered Balance	YTD % Expenditures
2906 - NATURE WORKS GRANT								
Leisure Time Activities								
Other Leisure Time Activities								
Capital Outlay	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0.000%
Total Other Leisure Time Activities	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
Total Leisure Time Activities	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
Total 2906 - NATURE WORKS GRANT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
2907 - Mercy Tax Increment Equivalent Fund								
General Government								
Other General Government								
Contractual Services	$0.00	$41,540.00	$41,540.00	$4,065.25	$11,413.65	$6,887.25	$23,239.10	27.476%
Capital Outlay	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0.000%
Other	$44,511.12	$48,460.00	$92,971.12	$0.00	$92,248.60	$0.00	$722.52	99.223%
Total Other General Government	$44,511.12	$90,000.00	$134,511.12	$4,065.25	$103,662.25	$6,887.25	$23,961.62	
Total General Government	$44,511.12	$90,000.00	$134,511.12	$4,065.25	$103,662.25	$6,887.25	$23,961.62	
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 2907 - Mercy Tax Increment Equivalent Fund	$44,511.12	$90,000.00	$134,511.12	$4,065.25	$103,662.25	$6,887.25	$23,961.62	
4901 - CAPITAL PROJECTS								
Capital Outlay								
Capital Outlay								
Capital Outlay	$97,800.00	$466,554.00	$564,354.00	$0.00	$363,599.12	$168,961.84	$31,793.04	64.427%
Total Capital Outlay	$97,800.00	$466,554.00	$564,354.00	$0.00	$363,599.12	$168,961.84	$31,793.04	
Total Capital Outlay	$97,800.00	$466,554.00	$564,354.00	$0.00	$363,599.12	$168,961.84	$31,793.04	
Total 4901 - CAPITAL PROJECTS	$97,800.00	$466,554.00	$564,354.00	$0.00	$363,599.12	$168,961.84	$31,793.04	
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								

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	Reserved for Encumbrance 12/31 Less Adjustment	Final Appropriation	Total Appropriations	Month To Date Expenditures	Year to Date Expenditures	Current Reserve for Encumbrance	Unencumbered Balance	YTD % Expenditures
Capital Outlay	$0.00	$1,204.12	$1,204.12	$0.00	$0.00	$0.00	$1,204.12	0.000%
Total Capital Outlay	$0.00	$1,204.12	$1,204.12	$0.00	$0.00	$0.00	$1,204.12	
Total Capital Outlay	$0.00	$1,204.12	$1,204.12	$0.00	$0.00	$0.00	$1,204.12	
Total 4903 - Capital Projects-VILLAGE LAND	$0.00	$1,204.12	$1,204.12	$0.00	$0.00	$0.00	$1,204.12	
5901 - STORM WATER UTILITY								
Basic Utility Services								
Other Storm Sewers and Drains								
Supplies and Materials	$0.00	$23,000.00	$23,000.00	$0.00	$1,580.00	$21,420.00	$0.00	6.870%
Total Other Storm Sewers and Drains	$0.00	$23,000.00	$23,000.00	$0.00	$1,580.00	$21,420.00	$0.00	
Total Basic Utility Services	$0.00	$23,000.00	$23,000.00	$0.00	$1,580.00	$21,420.00	$0.00	
Transportation								
Storm Sewers and Drains								
Personal Services	$38.53	$17,000.00	$17,038.53	$0.00	$2,991.36	$0.00	$14,047.17	17.556%
Employee Fringe Benefits	$0.00	$3,000.50	$3,000.50	$0.00	$482.92	$0.00	$2,517.58	16.095%
Contractual Services	$0.00	$57,000.00	$57,000.00	$0.00	$21,899.90	$25,181.10	$9,919.00	38.421%
Supplies and Materials	$0.00	$10,000.00	$10,000.00	$0.00	$1,580.00	$0.00	$8,420.00	15.800%
Capital Outlay	$0.00	$296,156.81	$296,156.81	$0.00	$112,757.93	$55,242.07	$128,156.81	38.074%
Total Storm Sewers and Drains	$38.53	$383,157.31	$383,195.84	$0.00	$139,712.11	$80,423.17	$163,060.56	
Total Transportation	$38.53	$383,157.31	$383,195.84	$0.00	$139,712.11	$80,423.17	$163,060.56	
Total 5901 - STORM WATER UTILITY	$38.53	$406,157.31	$406,195.84	$0.00	$141,292.11	$101,843.17	$163,060.56	
9101 - Unclaimed Monies								
Fiduciary Distributions								
Distributions of Unclaimed Monies								
Other	$0.00	$3,518.53	$3,518.53	$0.00	$0.00	$0.00	$3,518.53	0.000%
Total Distributions of Unclaimed Monies	$0.00	$3,518.53	$3,518.53	$0.00	$0.00	$0.00	$3,518.53	
Total Fiduciary Distributions	$0.00	$3,518.53	$3,518.53	$0.00	$0.00	$0.00	$3,518.53	
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 9101 - Unclaimed Monies	$0.00	$3,518.53	$3,518.53	$0.00	$0.00	$0.00	$3,518.53	
9901 - MAYOR'S COURT CUSTODIAL								
Fiduciary Distributions								
Distributions to Other Governments								
Other	$0.00	$31,583.00	$31,583.00	$4,210.00	$22,165.00	$0.00	$9,418.00	70.180%
Total Distributions to Other Governments	$0.00	$31,583.00	$31,583.00	$4,210.00	$22,165.00	$0.00	$9,418.00	
Distributions to Other Funds (Primary Gov't)								
Other	$0.00	$90,000.00	$90,000.00	$13,258.00	$74,846.00	$0.00	$15,154.00	83.162%
Total Distributions to Other Funds (Primary Gov't)	$0.00	$90,000.00	$90,000.00	$13,258.00	$74,846.00	$0.00	$15,154.00	
Other Distributions								

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	Reserved for Encumbrance 12/31 Less Adjustment	Final Appropriation	Total Appropriations	Month To Date Expenditures	Year to Date Expenditures	Current Reserve for Encumbrance	Unencumbered Balance	YTD % Expenditures
Other	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0.000%
Total Other Distributions	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
Total Fiduciary Distributions	$0.00	$121,583.00	$121,583.00	$17,468.00	$97,011.00	$0.00	$24,572.00	
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 CUSTODIAL	$0.00	$121,583.00	$121,583.00	$17,468.00	$97,011.00	$0.00	$24,572.00	
9902 - EMPLOYEES HEALTH INSURANCE CUSTODIAL								
Fiduciary Distributions								
Distributions on Behalf of Employees								
Other	$0.00	$95,000.00	$95,000.00	$7,796.78	$93,858.74	$0.00	$1,141.26	98.799%
Total Distributions on Behalf of Employees	$0.00	$95,000.00	$95,000.00	$7,796.78	$93,858.74	$0.00	$1,141.26	
Total Fiduciary Distributions	$0.00	$95,000.00	$95,000.00	$7,796.78	$93,858.74	$0.00	$1,141.26	
Total 9902 - EMPLOYEES HEALTH INSURANCE	$0.00	$95,000.00	$95,000.00	$7,796.78	$93,858.74	$0.00	$1,141.26	
9903 - VALLEY BAND ESCROW								
Fiduciary Distributions								
Other Distributions								
Contractual Services	$0.00	$4,526.98	$4,526.98	$29.67	$4,526.98	$0.00	$0.00	100.000%
Total Other Distributions	$0.00	$4,526.98	$4,526.98	$29.67	$4,526.98	$0.00	$0.00	
Total Fiduciary Distributions	$0.00	$4,526.98	$4,526.98	$29.67	$4,526.98	$0.00	$0.00	
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 9903 - VALLEY BAND ESCROW	$0.00	$4,526.98	$4,526.98	$29.67	$4,526.98	$0.00	$0.00	
9904 - Kenwood SWJEDZ CUSTODIAL								
Fiduciary Distributions								
Distributions to Other Governments								
Other	$0.00	$1,064,965.00	$1,064,965.00	$261,685.05	$966,506.21	$0.00	$98,458.79	90.755%
Total Distributions to Other Governments	$0.00	$1,064,965.00	$1,064,965.00	$261,685.05	$966,506.21	$0.00	$98,458.79	
Distributions to Other Funds (Primary Gov't)								
Contractual Services	$69.55	$135,052.00	$135,121.55	$35,223.27	$130,775.79	$79.66	$4,266.10	96.784%
Total Distributions to Other Funds (Primary Gov't)	$69.55	$135,052.00	$135,121.55	$35,223.27	$130,775.79	$79.66	$4,266.10	
Total Fiduciary Distributions	$69.55	$1,200,017.00	$1,200,086.55	$296,908.32	$1,097,282.00	$79.66	$102,724.89	
Other Financing Uses								
Transfers - Out	$0.00	$50,500.00	$50,500.00	$9,184.11	$46,580.12	$0.00	$3,919.88	92.238%
Total Other Financing Uses	$0.00	$50,500.00	$50,500.00	$9,184.11	$46,580.12	$0.00	$3,919.88	
Total 9904 - Kenwood SWJEDZ CUSTODIAL	$69.55	$1,250,517.00	$1,250,586.55	$306,092.43	$1,143,862.12	$79.66	$106,644.77	

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	Reserved for Encumbrance 12/31 Less Adjustment	Final Appropriation	Total Appropriations	Month To Date Expenditures	Year to Date Expenditures	Current Reserve for Encumbrance	Unencumbered Balance	YTD % Expenditures
9905 - Kenwood SWJEDZ Escrow CUSTODIAL								
Fiduciary Distributions								
Other Distributions								
Other	$0.00	$24,967.32	$24,967.32	$0.00	$18,725.07	$0.00	$6,242.25	74.998%
Total Other Distributions	$0.00	$24,967.32	$24,967.32	$0.00	$18,725.07	$0.00	$6,242.25	
Total Fiduciary Distributions	$0.00	$24,967.32	$24,967.32	$0.00	$18,725.07	$0.00	$6,242.25	
Other Financing Uses								
Transfers - Out	$0.00	$32.68	$32.68	$0.00	$32.68	$0.00	$0.00	100.000%
Total Other Financing Uses	$0.00	$32.68	$32.68	$0.00	$32.68	$0.00	$0.00	
Total 9905 - Kenwood SWJEDZ Escrow CUSTODIAL	$0.00	$25,000.00	$25,000.00	$0.00	$18,757.75	$0.00	$6,242.25	
9906 - Kenwood SWJEDZ Long-Term Maint CUSTODIAL								
Fiduciary Distributions								
Other Distributions								
Contractual Services	$0.00	$7,500.00	$7,500.00	$0.00	$7,336.83	$163.17	$0.00	97.824%
Total Other Distributions	$0.00	$7,500.00	$7,500.00	$0.00	$7,336.83	$163.17	$0.00	
Total Fiduciary Distributions	$0.00	$7,500.00	$7,500.00	$0.00	$7,336.83	$163.17	$0.00	
Other Financing Uses								
Transfers - Out	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0.000%
Total Other Financing Uses	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
Total 9906 - Kenwood SWJEDZ Long-Term Maint	$0.00	$7,500.00	$7,500.00	$0.00	$7,336.83	$163.17	$0.00	
Report Totals:	$267,952.03	$12,942,111.25	$13,210,063.28	$902,156.46	$10,642,923.88	$1,149,109.16	$1,418,030.24	

AMBERLEY VILLAGE

INVESTMENT LISTING

November 30, 2024

TYPE	DESCRIPTION	CURRENT VALUE	INTEREST RATE	YEAR TO DATE INTEREST	PURCHASE DATE	MATURITY DATE	TOTAL INVESTMENT BY YEAR
AGENCY	FEDERAL HOME LOAN BANK-PNC	$ 247,875.00	1.51%	$ 3,050.00	2/7/2022	1/27/2025	
CD	MORGAN STANLEY-PNC	$ 250,000.00	4.90%	$ 12,283.56	4/6/2023	4/7/2025	**2025**
CD	ALLY BANK-PNC	$ 250,000.00	3.25%	$ 8,147.26	6/30/2022	6/30/2025	**$1,490,229.43**
AGENCY	FEDERAL HOME LOAN BANK-2-PNC	$ 250,000.00	3.72%	$ 9,300.00	8/23/2022	8/18/2025	
T BOND	T BOND 5-PNC	$ 485,097.66	1.00%	$ 625.00	11/15/2021	10/31/2025	
	STAR OHIO	$ 7,256.77	5.43%	$ 7,256.77	7/22/2024		
CD	FLAGSTAR NATIONAL BANK-HUNTINGTON	$ 250,000.00	5.00%	$ 6,301.37	5/2/2024	5/1/2026	
CD	BNY MELLON NA INSTL-HUNTINGTON	$ 250,000.00	4.75%	$ 5,986.30	5/6/2024	5/6/2026	**2026**
AGENCY	FEDERAL FARM CREDIT BANKS AGENCY-PNC	$ 250,000.00	3.55%	$ 8,875.00	5/3/2022	5/11/2026	
CD	MORTON COMMUNITY BANK(MOCIBK)-PNC	$ 250,000.00	4.00%	$ 2,520.56	8/28/2024	8/28/2026	**$ 1,752,421.88**
CD	CAPITAL ONE-PNC	$ 250,000.00	1.10%	$ 2,757.53	11/17/2021	11/17/2026	
T BOND	T BOND 6-PNC	$ 502,421.88	1.15%	$ 3,750.00	11/30/2021	11/30/2026	
CD	CUSTOMERS BANK(NCBKPA)-PNC	$ 250,000.00	5.10%	$ 12,784.94	11/8/2022	4/27/2027	
CD	POPULAR BANK NEW YORK-HUNTINGTON	$ 250,000.00	4.80%	$ 6,049.32	5/8/2024	5/10/2027	**2027**
CD	VALLEY NATL BANK-HUNTINGTON	$ 250,000.00	4.80%		6/17/2024	6/21/2027	**$ 1,750,000.00**
AGENCY	FEDERAL HOME LOAN BANK 5-PNC (C-one year lock)	$ 500,000.00	5.05%		8/6/2024	8/6/2027	
CD	DISCOVER BANK-PNC	$ 250,000.00	4.90%	$ 12,283.56	11/8/2022	11/8/2027	
CD	CELTIC BANK-HUNTINGTON	$ 250,000.00	4.60%	$ 10,586.30	12/8/2023	12/8/2027	
CD	MERRICK-PNC	$ 250,000.00	3.90%	$ 1,629.45	9/20/2024	3/20/2028	
CD	MORGAN STANLEY PVT BANK-HUNTINGTON	$ 250,000.00	4.65%		6/27/2024	6/26/2028	
CD	CARTER BK & TR MARTINSVILLE VA-HUNTINGTON	$ 250,000.00	4.65%	$ 3,917.47	7/5/2024	7/5/2028	**2028**
TBOND	T BOND 7-PNC	$ 250,000.00	4.13%		7/30/2024	7/31/2028	**$1,749,392.50**
CD	BMW BK NORTH AMER-HUNTINGTON	$ 250,000.00	3.80%		9/20/2024	9/20/2028	
CD	WELLS FARGO BANK-PNC	$ 250,000.00	5.05%	$ 11,621.91	10/31/2023	10/31/2028	
TBOND	T BOND 8-PNC	$ 249,392.50	3.75%		10/17/2024	12/31/2028	
CD	STATE BANK OF INDIA-HUNTINGTON	$ 250,000.00	3.90%		8/21/2024	8/21/2029	
CD	UBS BANK-PNC	$ 250,000.00	3.75%	2363.01	8/21/2024	8/21/2029	**2029**
CD	TEXAS EXCHANGE(BKCROW)-PNC	$ 250,000.00	3.65%	1525	9/20/2024	9/20/2029	**$1,000,000.00**
CD	EAGLE BANK-PNC	$ 250,000.00	3.75%	796.23	10/25/2024	10/25/2029	

(C) Callable

$ 7,742,043.81	$ 134,410.54	**ACTIVE**	**$7,742,043.81**
	$ 55,378.48	**MATURED**	
	$ 189,789.02	**YTD**	

LIQUIDATED INVESTMENTS

CD		AMERICAN NATIONAL	AMERNATL	$ 250,000.00		$	92.46
CD	1	JOHN MARSHALL BANK RESTON	JMARSHALL	$ 250,000.00	0.15%	$	217.81
T BOND	2	T BOND 3 (PURCHASED AT DISCOUNT)	T BOND 3	$ 250,000.00	0.23%	$	687.50
CD	3	SYNCRONY BANK	SYNCHRONY	$ 250,000.00	0.25%	$	628.42
CD	5	FIRST STATE BANK AND TRUST	FIRSTSTATE	$ 250,000.00	0.15%	$	311.30
CD	5	MERRICK BANK CORP	MERRICK	$ 250,000.00	0.25%	$	573.62
CD	7	PREFERRED BANK	PREFERRED	$ 250,000.00	0.25%	$	624.99
T BOND	#	TREASURY BILL	T BOND 7	$ 250,000.00	4.83%	$	4,531.25
CD	6	UNITY BANCORP INC	UNITY	$ 250,000.00	0.20%	$	500.00
						$	8,167.35

	4/20/2023
1/28/2021	7/28/2023
8/10/2021	7/31/2023
9/3/2021	9/5/2023
4/28/2021	10/27/2023
12/30/2020	12/29/2023
3/25/2021	3/25/2024
10/27/2023	5/31/2028
2/26/2021	2/26/2024

INVESTMENTS	MATURITY	
T BOND	5/15/2024	**2024**
FIRST BANK HAMILTON NJ	6/11/2024	**$2,997,656.25**
T BOND 2	6/15/2024	
HAMNI BANK	6/25/2024	
FIRST GENERAL	6/28/2024	
T BOND 4	7/15/2024	
BANK OZK	7/29/2024	
FIRST BANK RICHMOND	10/21/2024	
FEDERAL HOME LOAN BANK	1/27/2025	**2025**
MORGAN STANLEY	4/7/2025	**$1,482,972.66**
ALLY BANK	6/30/2025	
FEDERAL HOME LOAN BANK-2	8/18/2025	
T BOND 5	10/31/2025	
FEDERAL FARM CREDIT BANKS AGENCY	5/11/2026	**2026**
FEDERAL FARM CREDIT BANKS AGENCY-2	10/19/2026	**$1,252,421.88**
CAPITAL ONE	11/17/2026	
T BOND 6	11/30/2026	
CUSTOMERS BANK	11/8/2027	**2027**
DISCOVER BANK	11/8/2027	**$750,000.00**
CELTIC BANK	12/8/2027	
WELLS FARGO BANK	10/31/2028	**2028**
		$250,000.00

TO: **Village Council**

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

DATE: **January 9, 2025**

RE: **Property Tax Advance**

ITEM: Resolution 2025-1 Requesting the County Auditor to Make Advance Payments of Taxes

ACTION REQUESTED: By motion, adopt **Resolution 2025-1** authorizing the Village Manager and Finance Administrator to request advance payments from the County Auditor.

PURPOSE: To request an advance payment of real estate taxes collected for all funds.

The Village receives revenue from two major sources: income tax, which the Village collects, and real estate tax, which Hamilton County collects for the Village. The latter includes collections generated for the General Fund, the Police & Fire Pension Fund and the Police Levy Fund.

The first half of tax collections are typically released to the Village between April and June, and the second half of collections occur between August and October.

Since 2017, the Village has had an arrangement where the Finance Administrator was authorized by Council to request an advance, and our first-half property tax collections were received between February and March. Last year, the Auditor's Office required that the Council approve a new resolution each year to request an advance.

It is to the Village's advantage to have our funds advanced to us earlier than the County Auditor disperses them. It would also ensure that the Village receives the funds in the timetable that works best for us. With the adoption of the resolution, the Village Manager and/or the Finance Administrator will be able to request the advance of our property tax money from Hamilton County.

The Finance Committee reviewed this item at their January 2, 2025 meeting and recommends adoption of Resolution 2025-1.

If you have any questions, please let me know.

PASSED:
BY:

RESOLUTION NO. 2025-1

RESOLUTION REQUESTING THE COUNTY AUDITOR TO MAKE ADVANCE PAYMENTS OF TAXES

WHEREAS, the Ohio Revised Code allows a taxing authority to request payment from the County Auditor funds derived from taxes or other sources to the County Treasurer, which may be held on account of a local subdivision;

THEREFORE, BE IT RESOLVED BY THE Council of Amberley Village, State of Ohio, six (6) members elected thereto concurring:

SECTION 1: That the Auditor and the Treasurer of Hamilton County in accordance with Ohio Revised Code § 321.34, be requested to draw and pay to the Village of Amberley Village upon the written request of the Village Finance Administrator or the Village Manager to the County Auditor, funds due in any settlement of 2024 derived from taxes or other sources, payable to the County Treasurer to the account of the Village of Amberley Village, and lawfully applicable for purposes of the current fiscal year, January 1, 2025 through December 31, 2025.

SECTION 2: That the Clerk of the Village of Amberley Village shall forward to the County Auditor a certified copy of this Resolution.

Passed this _____ day of __________, 2025.

____
Bob Rosen, Mayor

Attest:

____
Tammy Reasoner, Clerk of Council

Resolution Vote:

Moved: _____ Second: _________

I, Clerk of Council of Amberley Village, Ohio, certify that on the ____ day of __________________ 2025, the foregoing Resolution was published pursuant to Article IX of the Home Rule Charter by posting true copies of said Resolution at all of the places of public notice as designated by Sec. 31.40(B), Code of Ordinances.

____
Tammy Reasoner, Clerk of Council

TO: **Village Council**

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

DATE: **January 9, 2025**

RE: **Amending 2025 Appropriations for General Fund (#1000) and Equitable Sharing Fund (#2081)**

ITEM: Ordinance 2025-1, Amending Appropriations

ACTION REQUESTED: By motion, adopt **Ordinance 2025-1** authorizing an amendment to the 2025 Budget due to a clerical error.

PURPOSE: To amend the 2025 Budget (Ordinance 2024-14) passed on December 9, 2024.

As staff inputted the 2025 Budget into our financial software, two funds were in error. A line item allocation in the General Fund related to the QRT (Quick Response Team) was omitted from our Excel sheet formula and, therefore, not correctly reflected in the total for the General Fund. The first change is to increase appropriations in the General Fund (#1000) by $128,900, making the new General Fund Appropriations $8,016,443. While this line item was reflected in the 2025 budget, a clerical error occurred on the spreadsheet that calculates the appropriation totals.

The second request is to appropriate $1,303.81 from the Equitable Sharing Fund (#2081) due to a clerical error; the fund was not on the original Ordinance. The Equitable Sharing Fund is drug forfeiture dollars related to the Heroin Task Force. By appropriating the funds, the money can be used for its intended purpose.

The Finance Committee recommended the passage of Ordinance 2025-1 at the January 2, 2025 committee meeting.

If you have any questions, please let me know.

PASSED:
BY:

ORDINANCE NO. 2025-1

ORDINANCE AMENDING APPROPRIATIONS IN THE #1000 GENERAL FUND AND #2081 EQUITABLE SHARING FUND FOR THE FISCAL YEAR 2025

WHEREAS, it being necessary to amend appropriations in the General Fund (#1000) and the Equitable Sharing Fund (#2081) so that sufficient monies will be available for obligations to be met; and

WHEREAS, the Village has previously budgeted funds for expenditures for the fiscal year 2025,

NOW, THEREFORE, BE IT ORDAINED BY THE Council of Amberley Village, State of Ohio, six (6) members elected thereto concurring:

SECTION 1: That appropriations in the (#1000) General Fund be increased by $128,900, an amount not included in original 2025 budget due to a clerical error, for payment of expenses and obligations of the Village of Amberley Village for fiscal year 2025.

SECTION 2: That appropriations in the (#2081) Equitable Share Fund be increased by $1,303.81, an amount not included in original 2025 budget due to a clerical error, for payment of expenses and obligations of the Village of Amberley Village for fiscal year 2025.

SECTION 3: That in accordance with Village Charter Article IX, Section 1, and Article X, Section 4, this ordinance may be passed upon a single reading and shall become effective forthwith on its adoption.

Passed this _____ day of __________, 2025.

____
Bob Rosen, Mayor

Attest:

____
Tammy Reasoner, Clerk of Council

Ordinance Vote:

Moved: _____ Seconded: _________

Bardach	______
Frankel	______
Hunt	______
Paul	______
Rosen	______
Shatz	______
Wood	______

I, Clerk of Council of Amberley Village, Ohio, certify that on the ____ day of _____________, 2025, the foregoing Ordinance was published pursuant to Article IX of the Home Rule Charter by posting true copies of said Ordinance at all of the places of public notice as designed by Sec. 31.40(B), Code of Ordinances.

____

Tammy Reasoner, Clerk of Council

TO: **Village Council**

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

DATE: **January 10, 2025**

RE: **Engineering Services**

ITEM: Resolution 2025-2, Verdantas (Formerly CT Consultants) Master Service Agreement and Rate Increase for 2025

ACTION REQUESTED: By motion, adopt **Resolution 2025-2,** adopting the proposal of Verdantas to amend its Schedule of Fees for 2025 and our Master Service Agreement.

PURPOSE: To accept the 2025 Rate Schedule for Verdantas (formerly CT Consultants)

The Village hired Verdantas (formerly CDS & Associates and CT Consultants) 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 infrastructure and street improvements, architecture, structural, acquiring grant funding, 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.

With Verdantas' acquisition of CT Consultants, a review of our master service agreement occurred. The most recent agreement was executed in 1997; however, the Village significantly shifted the role of the Village Engineer in 2011. This was partially to change how the Village did business but also as a cost-saving measure. As a result, Verdantis is proposing an updated master service agreement that better aligns with how we engage engineering services.

Even with a master service agreement, the Village will have engineering rate increases. Verdantas has submitted an average rate schedule increase of 2.5% across the board for the 2025 calendar year. This rate increase is lower than what other municipal clients were given and is in line with the feedback provided to our engineers last year.

Verdantas Titles	2024	2025	2025 Proposed Increase
Senior Consultant	N/A	N/A	N/A
Senior Architect/Engineer	$191.75	$196.50	2.5%
Engineer/Architect	$158.75	$162.75	2.5%
Staff Engineer/Architect II	$133.25	$136.50	2.5%
Staff Engineer/Architect I	$115.75	$118.75	2.5%
Senior Technician	$122.25	$125.50	2.5%
Technician II	$100.75	$103.25	2.5%
Engineer Intern	$64.00	$65.50	2.5%
Construction Rep 3	$100.75	$103.50	2.5%
Survey Crew	$175.00	$179.50	2.5%
Word Processing and Office Support	$64.00	$65.50	2.5%

The Village's annual expenditures for engineering vary depending on the projects and activity in a particular year. When the Farmcrest Street Reconstruction project began in 2022, the Village spent approximately $122,891 and $104,789 in 2023 to complete it. As of December 16, 2024, the Village has spent approximately $80,027.

The Streets, Public Utilities, and Sewer Committee met on December 30, reviewed the proposed fee schedule and master service agreement, and recommended approval. If you have any questions, please let me know.

PASSED:
BY:

RESOLUTION NO. 2025-2

RESOLUTION APPROVING AND ADOPTING PROPOSAL OF VERDANTAS TO AMEND ITS SCHEDULE OF FEES FOR 2025

WHEREAS, Verdantas (Formerly CT Consultants) has a longstanding history of providing the Village with quality professional engineering in a broad range of services such as storm water infrastructure and street improvements, architecture, structural, acquiring grant funding, in addition to general public works engineering;

WHEREAS, the Village has previously reviewed and adopted resolutions approving Verdantas proposed engineering rate increases as being reasonable and in the best interests of the Village and its residents;

WHEREAS, Verdantas has submitted an average rate schedule increase of 2.5% across the board for the 2025 calendar year.

WHEREAS, the Streets, Public Utilities and Sewer Committee has reviewed the proposal and recommends approval of Verdantas 2025 Engineering Fee Schedule;

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

NOW, THEREFORE, BE IT RESOLVED BY THE Council of Amberley Village, State of Ohio, six (6) members elected thereto concurring,

SECTION 1: That the fee schedule with Verdantas, a copy of which is attached hereto and incorporated herein, is hereby approved for 2025 and thereafter until amended by Council.

SECTION 2: That the Village Manager is authorized to enter into the Master Agreement for Professional Services with Verdantas.

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

Passed this _____ day of __________, 2025.

____
Bob Rosen, Mayor

Attest:

____
Tammy Reasoner, Clerk of Council

Resolution Vote:

Moved: _____ Second: _________

I, Clerk of Council of Amberley Village, Ohio, certify that on the ____ day of __________________ 2025, the foregoing Resolution was published pursuant to Article IX of the Home Rule Charter by posting true copies of said Resolution at all of the places of public notice as designated by Sec. 31.40(B), Code of Ordinances.

____
Tammy Reasoner, Clerk of Council

verdantas

MASTER AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

Consultant:

☒ **Verdantas LLC**
☒ **Verdantas Architecture, Inc.**

Client: Village of Amberley

WITNESSETH THAT:

WHEREAS, Client wishes to retain **Consultant**, both as identified above, to provide professional services as an independent contractor as outlined in Section 2 of this Master Agreement for Professional Consulting Services (this "Agreement"); and

WHEREAS, Client and Consultant, collectively the "**Parties**," and each individually a "**Party**", desire to establish terms and conditions applicable to every task order, work order, purchase order or other agreement concerning professional services ("**Services**") to be performed by Consultant on Client's behalf;

NOW, THEREFORE, in consideration of the promises, conditions, and agreements herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions. As used in this Agreement, the following definitions apply:

1.1. "**Agreement**" means this Master Agreement for Professional Consulting Services, any Proposal accepted or authorized by Client, and any Task Order amendments or supplements thereto and executed by both Parties.

1.2. "**Claims**" means any and all liabilities, claims, suits, losses, damages, fines, penalties, and costs, including reasonable attorney's fees and other legal fees and related legal expenses.

1.3. "**Proposal**" means a document prepared by Consultant by which Consultant offers to perform specific Services for or on behalf of Client. The Proposal shall describe the scope of Services offered and provide an estimated budget for the Services. The Proposal may also include a proposed project schedule and related details regarding the Services.

1.4. "**Services**" means the work performed or to be performed by Consultant, including temporary or supplemental staff as necessary, pursuant to an accepted Proposal and executed Task Order and includes all Consultant work product.

1.5. "**Site**" means any site upon which or in relation to which Services may be performed.

1.6. "**Task Order**" means a document by which Client authorizes Consultant to provide specific Services as set forth in a Proposal. The term Task Order may refer to a Work Order, Purchase Order, Requisition for Services, Authorization, Notice to Proceed, or other equivalent document.

1.7. "**Project**" means the reasonably related Services and tasks outlined in the applicable accepted Proposal(s) or executed Task Order(s), and relevant amendments thereto, and encompasses all activities, deliverables, objectives, and milestones that the Consultant is contracted to complete within the agreed-upon timeframe and budget.

2. Project Authorization and Contract Documents.

2.1. During the Term of this Agreement, Client may periodically request Consultant to provide Proposals to perform professional Services for or on behalf of Client. In response to each such request, Consultant shall prepare a Proposal that integrates this Agreement and describes the proposed Scope of Services and associated fees and submit the Proposal to Client for its consideration. Depending on the Services to be offered, the Proposal may contain supplementary terms that modify the terms and conditions set forth in this Agreement. If the Proposal is acceptable to Client, Client may authorize Consultant to proceed with the Project by executing the Proposal and returning it to Consultant. Alternatively, Client may authorize the Project or a mutually-acceptable portion thereof, by Client preparing, or requesting Consultant prepare, a Task Order, as defined herein, for execution.

2.2. For any specific Project, in the event of an inconsistency between the terms of this Agreement and the terms of Consultant's Proposal or the terms of a Task Order, the terms and/or conditions of the document most recently executed by both Parties shall control.

2.3. Unless expressly stated otherwise in a Proposal, the fees, costs, and schedules in the Proposal constitute Consultant's estimated costs and estimated schedule for the Services. These estimates are not guaranteed. Consultant shall inform Client if it determines at any time that a material change to the nature, time, cost, or extent of Services is required or advisable. No material change will be made without Client's consent except pursuant to Section 13, below.

2.4. The Services for specific projects may be revised as agreed upon by the Client and Consultant which may, depending on the revision and its timing, be set forth in a Task Order incorporating the scope and cost of the revised or additional work. The new, revised, or amended Task Order shall be effective upon execution by both Consultant and Client.

3. **Term and Effective Date.** The Agreement shall be effective the date it has been signed by both Parties and shall continue in force and until (i) all Task Orders have been completed and all Consultant's invoices have been paid in full, whichever is longer; (ii) the Agreement is terminated by either Party; or (iii) the Agreement has been modified, or the Term has been extended, by a writing executed by both Parties.

4. **Force Majeure.**

4.1. Consultant's fees, costs, and schedule are subject to equitable adjustments, up to and including termination of the Agreement, for delays caused by occurrences or circumstances beyond Consultant's reasonable control, such as fires, floods, earthquakes, strikes, riots, war, terrorism, threat of terrorism, acts of God, acts or regulations of a governmental agency, emergency, security measures or other circumstances, including, without limitation, unusual weather conditions ("**Force Majeure**").

4.2. If Consultant determines in its sole discretion, based on circumstances surrounding a Force Majeure event and its effect on the Services, that the health or safety of its personnel or its subcontractors' personnel is or may be at risk, Consultant shall have the right to temporarily cease providing its Services, and after consultation with Client and obtaining Client's approval, to take such measure as Consultant deems necessary to protect personnel, the environment, or property, at Client's expense.

5. **Hazardous Substances; Reporting Obligations; General Risks.**

5.1. *Unanticipated Hazardous Substances.*

A. Hazardous substances may exist at a site where there is no reason to believe that they are present ("**Unanticipated Hazardous Substances**"). The Parties agree that the discovery of Unanticipated Hazardous Substances constitutes a changed condition and may require a renegotiation of the Scope of Services, an adjustment of the schedule or estimated costs, or termination of the Task Order. Consultant shall notify Client as soon as practicable should Unanticipated Hazardous Substances be encountered.

B. Client waives any claim against Consultant and agrees that Consultant shall not be liable for any Claim for injury or loss arising from Consultant's discovery of, or responses to, Unanticipated Hazardous Substances.

C. In the event that samples or materials are collected as part of the Services, and the samples or materials contain hazardous substances or constitute hazardous waste, as defined by federal, state, or local statutes, regulations, ordinances or related requirements, Consultant will, after completion of testing, (i) return such samples and materials to the Client, or (ii) using a hazardous waste or hazardous materials manifest signed by Client as generator, have such samples and materials transported to a location selected by Client for final disposal. Client agrees to pay the costs associated with the storage, transport, and disposal of such samples and materials. Client hereby assumes all potential liability as generator of the waste, including liability under CERCLA for arranging for the disposal of the hazardous substances.

5.2. *Reporting Immediate Threats.*

A. In accordance with individual states' general laws and regulations (collectively "**State Programs**"), the performance of the Services under the Agreement may require Consultant to act as a state-certified or registered professional with certain professional obligations owed to the public, including, in some instances, an independent duty to report the existence of certain environmental conditions, discharges or threats of releases or circumstances that in Consultant's professional judgment pose an imminent threat to public health or the environment ("**Immediate Threat**"). Consultant will report any such Immediate Threats it discovers and its assessment of the significance of the Immediate Threat to the Client so that the Client can report to the proper regulatory authorities.

B. If the Client fails to promptly report an Immediate Threat to the proper authorities as required by law, Consultant shall inform Client that it reasonably believes that Consultant has an independent legal or ethical responsibility to do so, citing the regulatory or ethical requirement in writing. If the Client still fails to report the Immediate Threat, Consultant may report such to the authorities. Client agrees that Consultant shall not incur liability for making any such disclosures or reports.

C. Client acknowledges that Consultant's obligations under the State Programs may conflict with the interests of the Client. The Client agrees that Consultant shall be immune from all civil liability resulting from any actual or alleged conflict between the interests of the Client and the requirements of the State Programs. The obligations of this paragraph shall extend also to any federal obligations imposed upon Consultant in connection with the Services.

5.3. *General Risks*. Client recognizes that special risks exist and "guarantees" cannot be expected under the Agreement, specifically in Consultant's determinations regarding the composition of a site's subsurface including the existence or non-existence of hazardous or regulated substances Consultant cannot eliminate these risks or guarantee any particular result. Client acknowledges that an increased scope of investigation may reduce, but not eliminate risk. The passage of time also affects the information presented in the report. Consultant opinions are based upon the scope of Services performed and the information and observed site conditions that existed at the time Consultant's opinions were formulated.

5.4. *Waste Containment*. If hazardous or toxic waste, hazardous materials, hazardous chemicals or compounds, or hazardous substances, or waste regulated by local, state, provincial or federal law, including, without limitation, any sampling materials such as drill cuttings and fluids or asbestos ("**Waste**") are encountered by Consultant, Consultant shall have the option, but not the obligation, to appropriately containerize the Waste and either (i) leave the containerized Waste on Site for proper disposal by Client or (ii) using a manifest signed by Client as generator, assist Client with transportation of the Waste to a location selected by Client for disposal. Client acknowledges that at no time does Consultant assume authority over the transportation or disposal of, or title to, or the risk of loss associated with, the Waste. Client agrees Consultant shall have no liability for any and all Claims (including, without limitation, any liability derived from any local, state, provincial or federal law) in any way related to Consultant's assistance with the storage, transportation, or disposal of the Waste, except to the extent such Claims result from Consultant's gross negligence or willful misconduct.

6. Labor Rates.

6.1. For Services charged on a time-and-material or cost-reimbursable basis, labor, costs, and expenses will be billed to Client as indicated in the Proposal or Task Order.

6.2. All labor rates are subject to yearly adjustment by Consultant. If labor rates are not stated in the Proposal, Consultant's standard labor rates in effect at the time Services are performed shall apply.

6.3. If Services covered by the Proposal are subject to taxes or fees (except income taxes), such costs will be charged to and reimbursed by Client. A handling and administrative charge of 15% will be added to all subcontractor or subconsultant expenses.

7. Invoices and Payment.

7.1. Services shall be invoiced monthly, or as otherwise set forth in the Proposal or Task Order. Unless otherwise agreed in writing, invoices will be payable within thirty (30) days of receipt by the Client. If the Client objects to any portion of an invoice, the Client shall notify Consultant in writing within seven (7) business days from the date of receipt of the invoice, and shall state the reasons for the objection, and timely pay the portion of the invoice that is not in dispute. The Parties shall work together in good faith to settle the disputed portion of any invoice. If any billing and payment dispute cannot be resolved within thirty (30) days of Consultant's receipt of written notice thereof, Consultant may pursue all legal and equitable remedies under applicable law in a court of competent jurisdiction.

7.2. Consultant may furnish opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs (collectively, "**Opinions of**

Probable Cost"). Opinions of Probable Cost prepared by Consultant hereunder will be made on the basis of Consultant's experience and qualifications and will represent Consultant's judgment as an experienced and qualified design professional. Consultant does not represent, warrant, or guarantee the accuracy of such estimates and shall not be liable should actual costs differ from issued Opinions of Probable Cost.

7.3. Invoiced charges not paid within the time periods set forth in Section 7.1, shall be deemed delinquent and accrue interest at a rate of one and one-half percent (1.5%) per month, or the maximum amount allowed by applicable law, whichever is less. Late payments shall be first applied to accrued interest and then to unpaid principal. Interest charges will not apply to any disputed portion of an invoice, to the extent the dispute is resolved in favor of the Client.

8. Termination.

8.1. Either Party may terminate the Agreement for cause by written notice to the other Party (i) upon breach by the other Party of a material obligation under the Agreement, (ii) if the other Party goes into bankruptcy, is liquidated or is otherwise unable to pay its debts as they become due, or (iii) if the other Party resolves to appoint or has appointed for it an administrator, receiver or other similar officer affecting the Party's business, property or assets in a manner that affects or could affect the Party's ability to pay its debts as they become due or its ability to fulfill its obligations under this Agreement or a contract integrating this Agreement.

8.2. If the Agreement is terminated by either Party for cause, Consultant shall cease provision of Services. Any termination for cause will be effective only if the terminated Party is given (a) at least 10 calendar days' written notice of termination, (b) opportunity to consult with the terminating Party before the termination date, and (c) reasonable opportunity to cure the breach. The foregoing notwithstanding, if Client fails to pay any invoice within 10 business days of its due date, Consultant reserves the right to stop performance of the Services immediately upon notice to Client of its non-payment.

8.3. Client may terminate the Agreement for its convenience upon five (5) business days' written notice to Consultant, in which event Client shall pay all fees and expenses for Services accrued as of the termination date and Consultant's reasonable costs resulting from termination, including, without limitation, demobilization costs, as detailed in a final invoice.

9. Insurance.

9.1. During the term of this Agreement, Consultant shall, at its own expense, maintain and carry the insurance as set forth below. Consultant will furnish certificates of such insurance or policy declaration pages upon request.

TYPE	LIMITS
Worker's Compensation	Statutory Limit
Employer's Liability Bodily Injury by Accident Bodily Injury by Disease Bodily Injury by Disease	 $1,000,000 $1,000,000 Each Employee $1,000,000 Policy Limit
Commercial General Liability including Contractual Liability, Broad Form Property Damage, and Completed Operations	$1,000,000 (Combined Single Limit) $2,000,000 (General Aggregate)
Automobile Liability, including Bodily Injury/Property for Owned, Hired, and Non-Owned Vehicles	$1,000,000 (Combined Single Limit)
Professional Liability (Errors and Omissions) Per Claim Aggregate ***Contractor's Pollution Liability Coverage*** Per Claim Aggregate	$5,000,000 $5,000,000 $5,000,000 $5,000,000
Excess Liability (Umbrella Form)	$5,000,000

9.2. Upon written agreement of the Parties, Consultant may procure and maintain additional insurance coverage or increased policy limits at Client's expense.

10. Indemnification; Limitation of Liability.

10.1. Consultant shall indemnify Client, its affiliates and their respective directors, officers, and employees (individually and collectively, "**Client Indemnitees**") from and against Claims arising out of the Agreement, to the extent Claims are caused by the negligence, breach of contract, or willful misconduct of Consultant. The foregoing does not include Client's attorney's fees or other fees.

10.2. Client agrees that Consultant, its affiliates and their respective directors, officers, employees, and contractors (individually and collectively, "**Consultant Indemnitees**") shall not be liable for Claims arising out of the Agreement, to the extent Claims are caused by the negligence, breach of contract, or willful misconduct of Client.

10.3. Consultant shall not be liable to a Client Indemnitee or any third party for the creation, existence or release of any type of hazardous or toxic waste, material, chemical, compound or substance, or any other type of environmental hazard, contamination or pollution, whether latent or patent, or the violation of any law or regulation relating thereto, existing at a Site prior to commencement of the Services ("**Pre-Existing Condition**"), and Client agrees that Consultant shall have no liability for Claims sustained in connection with a Pre-Existing Condition except to the extent the Pre-Existing Condition is exacerbated by the negligence or willful misconduct of a Consultant Indemnitee.

10.4. Neither Party shall be liable to the other, including without limitation, insurers, for any lost, delayed, or diminished profits, revenues, business opportunities or production or for any incidental, collateral, special, indirect, punitive, exemplary, financial, consequential, or economic losses or damages of any kind or nature whatsoever, however caused regardless of whether the Client Indemnitee or Consultant Indemnitee, as applicable, knew or should have known of the possibility of such losses or damages.

10.5. In no event will a Consultant Indemnitee be liable to a Client Indemnitee or anyone claiming by, through or under it, including without limitation, insurers, for any amount in excess of two hundred fifty thousand dollars ($250,000) in the aggregate. To the maximum amount permitted by law, Consultant shall have no liability if Client fails to initiate legal proceedings within twelve (12) months of the performance of the Services. Client releases Consultant Indemnitees from any damages sustained by Client in excess of the amount stated in this Section, and to the maximum extent permitted by law, from any claim that it is the subject of proceedings not initiated within the time period specified in this Section.

10.6. The provisions of this Section 10 will (i) apply to the fullest extent allowed by law, and (ii) survive the completion of Services and the expiration, cancellation, or termination of the Agreement.

11. Standard of Care. Consultant's Services shall be performed using the degree of care and skill ordinarily exercised by other members of the architectural, engineering and science professions providing substantively similar Services in the same locality and time, subject to the time limits and financial and physical constraints applicable to the Services and Project. Consultant makes no representations and provides no warranties or guarantees other than those expressly set forth herein. Any implied representations, warranties, or guarantees are expressly disclaimed.

12. Client Responsibilities.

12.1. Client shall assist Consultant in connection with Services as reasonably necessary, including, without limitation, as specified in the authorized Proposal. If applicable to the Services, Client will provide Consultant:

A. Clean, secure, and unobstructed space at the Site, as applicable and available, for Consultant's and its subcontractors' equipment and vehicles.

B. Specifications (including, without limitation, facility schematics, Site schematics, engineering drawings and plot plans) detailing the construction of underground and aboveground facilities located at the Site that pertain to Consultant's Services or are necessary to enable Consultant to perform the Services.

C. Approval of each specific location for boring, drilling, excavation or other intrusive work and identification of concealed or underground utilities, structures, obstructions, obstacles, or sensitive conditions before Consultant commences work at the location. If Client does not identify the location of the concealed and underground items or approve each location of intrusive work, Client agrees that Consultant shall not be liable for any harm, injury, or damages arising out of or related to contact with such hazards.

D. Selection of any hazardous waste transporter and disposal facility and arrangements for execution of the waste generator portion of any bill of lading, waste manifest, waste profile and related documents.

E. All information related to the Services in Client's possession, custody or control reasonably required by Consultant or which Client knows would affect the accuracy or completeness of Services.

12.2. *Site Access.*

A. Client shall provide reasonable ingress to and egress from the Site for Consultant and its subcontractors and their respective personnel, equipment, and vehicles, including but not limited to obtaining any, site access, consents or easements and complying with their terms. If Client does not own the project site, Client warrants and represents to Consultant that Client has the authority and permission of the owner and occupant of the project site to grant this right of entry to Consultant.

B. Client acknowledges that Consultant's ability to comply with the schedule for performance of Services is contingent upon timely and complete Site access. Consultant shall not be responsible for damages or delays arising from the Client's actions or inactions regarding Site access. Depending on the Services to be performed in connection with the Project, Consultant's Proposal may require that an authorized, knowledgeable representative of the Site owner be present during some or all of the on-site activities.

C. Unless otherwise expressly agreed in writing by the parties, Client is responsible for Site security.

12.3. Client warrants and represents that all information provided by, on behalf of, or at the request of Client or any governmental agency to Consultant (including any Consultant subcontractor), shall be accurate and complete. Consultant has the right to rely on such information, without independent investigation, verification, or inquiry.

13. Change Orders.

13.1. Consultant shall complete its Services as set forth in the authorized Proposal or Task Order unless modified in writing by Client and Consultant ("**Change**"). Consultant shall be entitled to equitable adjustment in compensation and schedule based on the agreed to changes.

13.2. In the event of a Change, the Client may choose to: (i) authorize completing the Services as originally defined; (ii) authorize additional funds to complete the revised Proposal or Task Order; or (iii) request that provision of Services cease upon reaching a specific expenditure level. If option (iii) is selected, then Consultant will turn over such data, results and materials completed at the authorized level. Regardless of which option is selected, Client agrees to pay Consultant for all work properly performed, and Consultant and Client shall both continue to fulfill their obligations under this Agreement.

14. Notices and Authorized Representatives.

14.1 Notices. Any and all notices required or permitted under or in connection with this Agreement shall be made in writing by the notifying Party upon the Authorized Representative of the notified Party as identified, below. Each such Notice shall be delivered by Registered United States mail or via a prepaid overnight courier service providing evidence of receipt.

14.2 Project Communications. Any project communications, except for Notices made in accordance with Paragraph 14.1, above, and including but not limited to those made: by United States mail, via email, by telephone, Teams, Zoom or similar internet-based communications platform, by text (sms), or by facsimile shall be directed to Authorized Representative of the receiving Party, unless directed otherwise in writing by the Authorized Representative of the receiving Party.

14.3 Authorized Representatives. The name and contact information of the Authorized Representative designated by each Party is set forth below. Each Party may change its Authorized Representative by providing prior written Notice to the other Party. The Authorized Representatives of the Parties may, by prior written agreement, designate other individuals within their respective organizations to receive or provide identified routine communications such as invoicing or accounts payable/receivable, on-site project coordination, or to address a particular technical or administrative issue.

Authorized Representative of Consultant is:

Name: Frank Twehues
Title: Senior Project Manager
Address: 4420 Cooper Road, Suite 200
Cincinnati, Ohio 45242
Email: ftwehues@ctconsultants.com
Office Phone: 513-742-8421
Mobile Phone: 859-466-8387

Authorized Representative of Client is:

Name: Scot Lahrmer
Title: Village Manager
Address:

Email:
Office Phone:
Mobile Phone:

15. **Use of Name.** Client authorizes Consultant to use Client's name, and a general description of the Services and subject matter thereof, as a reference for prospective clients and projects.

16. **No Third-Party Reliance.** Except as provided otherwise herein, the authorized Proposal, the applicable Task Order, or is subsequently agreed in writing by Consultant, the Agreement does not, and is not intended to, grant to any person other than Consultant and Client any benefit, right or remedy hereunder. Unless otherwise expressly agreed by Consultant in writing, Client will not provide Consultant's work product to any third party, and no third party will have the right to rely on the Services or Consultant's Work Product. If a court determines, notwithstanding this Section 16, that a third party has the right to rely on Services, to the fullest extent allowable under applicable law, such reliance is subject to the limitations included in the Agreement. Client agrees Consultant shall have no liability for Claims resulting from a Client Indemnitee directly or indirectly providing Consultant work product to a third party absent Consultant's prior express written consent.

17. **Work Product.**

17.1. Client agrees that Consultant shall retain ownership rights in all deliverables conceived, developed, or made by Consultant and its affiliates during performance of the Services including all documents, data, calculations, field notes, estimates, work papers, reports, materials, methodologies, technologies, know- how and all other information prepared, developed, or furnished by or on behalf of Consultant ("**Work Product**"). Client acknowledges and agrees that Consultant shall maintain all ownership rights in technical information, inventions, discoveries, improvements, and copyrightable material, made or conceived by Consultant prior to its commencing performance of the Services or developed by Consultant outside the scope of the Services.

17.2. Upon its receipt of payment in full for the Services, Consultant shall grant Client a non-exclusive, royalty-free license to use such work product only for the Project, as specified by the authorized Proposal or applicable Task Order, for the purposes for which was prepared by Consultant.

17.3. Work Product is created solely for the purposes of Consultant's performance of the Services. Any unauthorized changes made by Client to, and any re-use by Client of, the Work Product, shall be at Client's sole risk and without liability to Consultant and Client agrees that Consultant shall not be liable for any all claims, suits, actions or damages related to such use of Work Product by Client.

17.4. Consultant makes no warranty as to the compatibility of the electronic data included in Work Product for any operating system, software, or software version other than that stated in a specific project Proposal or Task Order. By accepting electronic data, Client acknowledges the risks and waives any and all claims against Consultant in the event of incompatibility or alteration of Work Product by an operating system or software not due to the actions of either Party.

18. **Severability.** If one or more provisions of this Agreement is determined to be invalid, unlawful, or unenforceable in whole or in part, the validity, lawfulness, and enforceability of the remaining provisions (and of the same provision to the extent enforceable) will not be impaired, and the Parties agree to substitute a provision as similar in intent to the subject provision as possible without compromising the validity or enforceability of the substitute provision.

19. **Governing Law; Conflict Resolution.**

19.1. The Agreement is governed by and shall be construed in accordance with the laws of the state in which the Project is located. The state courts in which the Project is located have exclusive jurisdiction and venue over all disputes arising out of the Agreement and is deemed to be the place of performance for all obligations under the Agreement. The Parties waive any objection to this section on grounds of inconvenient forum or otherwise.

19.2. The Parties agree that all disputes arising under the Agreement shall be submitted to nonbinding mediation unless the Parties mutually agree otherwise. The Parties agree to waive their rights to a jury trial of any conflict related hereto.

19.3. All causes of action, including but not limited to actions for indemnification, arising out of or relating to Consultant's work shall be deemed to have accrued and the applicable statutes of limitation shall commence to run not later than either: (i) the date of substantial completion of the Services, for acts or failures to act occurring prior to substantial completion, or (ii) the date of issuance of Consultant's final invoice, for acts or failures to act occurring after substantial completion of the Services.

19.4. As to any dispute involving Client or the subject matter of the Services in which Consultant is either not a named party or not at fault, Client shall reimburse Consultant for any reasonable attorney's fees, other legal fees and expenses, and other costs incurred and the time of Consultant's personnel spent in responding, defending, or participating in subpoenas, depositions, examinations, appearances or production of documents/records.

20. **Miscellaneous.**

20.1. *Interpretation.* Words in the singular include the plural and vice versa. Section captions are for convenience only and do not affect the meaning or construction of the terms set forth in this Agreement. A reference to a specific item as included within a general category does not exclude items of a similar nature, unless expressly stated otherwise.

20.2. *Non-solicitation.* During the term of this Agreement and for one year thereafter, Client will not target and then hire any Consultant professional providing services to Client under this Agreement. Without limiting any damages or other remedies, immediately upon any breach of the foregoing, Client will pay Consultant an amount equal to 50% of Consultant professional's ending annual salary with Consultant.

20.3. *Subcontracts.* Consultant may subcontract all or any part of the Services without the prior written approval of Client, but such subcontracting shall not relieve Consultant of any of its obligations under this Agreement.

20.4. *Entire Agreement.* The Agreement, including approved Proposals and applicable Task Orders, constitutes the entire understanding between the Parties and the full and final expression of such understanding, and supersedes all prior and contemporaneous agreements, representations, or conditions, express or implied, oral, or written.

20.5. *Waiver; Amendment.* A provision of this Agreement may be waived, deleted, or modified only by a document signed by the Parties stating their intent to modify the Agreement.

20.6. *Survival.* Sections 7, 10, 15, 16, 17, 18 and 19 and all provisions of this Agreement that by their nature would usually be construed to survive an expiration or termination shall survive the expiration or termination of the Agreement.

20.7. *Relationship of Parties.* The Agreement does not give either Party the authority to act as an agent or partner of the other Party, or to bind or commit the other Party to any obligations. Nothing contained in this Agreement shall be construed as creating a partnership, joint venture, agency, trust, or other association of any kind.

20.8. *Language.* Client hereby confirms and agrees that this Agreement and all documents relating hereto be drafted in English.

IN WITNESS WHEREOF, each Signatory hereto, by affixing their signature below, agrees to and accepts the terms and conditions set forth herein and represents that they are authorized to execute this Agreement on behalf of their respective Party.

CLIENT:

By: Village of Amberley
Name: Scot Lahrmer
Title: Village Manager
Date:

Signature: ______________________________

CONSULTANT:

By: **Verdantas**
Name: Mark Brueggemann
Title: Vice President
Date: November 5, 2024

Signature: Mark V Brueggemann

TO: **Village Council**

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

DATE: **January 10, 2025**

RE: **Replacement of 2014 International Dump Truck**

ITEM: Resolution 2025-3, Authorizing the Village Manager to Enter into a Contract for the Purchase of a Replacement Dump Truck and to Sell Two Existing Vehicles

ACTION REQUESTED: By motion, adopt **Resolution 2024-3,** authorizing the purchase of a 2026 International single axle dump truck.

PURPOSE:
Ensure service delivery by the Maintenance Department.

The Village has four single-axle dump trucks from model years 2014, 2019, 2020, and 2023, and dump trucks are the core of service delivery for the Village. We temporarily held onto a 2015 dump truck in the event one of our trucks failed. We heavily rely on these trucks for plowing and salting during snow and ice conditions, brush chipping and delivery, leaf collection, park maintenance, streets and stormwater infrastructure maintenance, sign maintenance, right-of-way maintenance, and other service-related activities. Therefore, having even one truck out of service will have a significant and negative impact on the Village's ability to deliver services to residents and visitors, particularly during snow events.

The oldest truck in the fleet is the 2014 International dump truck. While the truck is 10 years old, the reliability of this truck has been a challenge as the Maxxforce engine is problematic. The engine is susceptible to rust jacking, where rust builds up on the engine block and breaks the top of the cylinder head. The Village encountered this same problem on two Village dump trucks just before they were replaced in 2020 and 2023, with a single repair cost of $16,754. The 2014 International dump truck needs to be replaced while it still has a useful life and before issues arise with the rust jacking.

Additionally, this truck engine was only manufactured for three years because International quickly discovered that the Max Force engines have been known to fail early and would require carbon to be scrubbed out of the motor and very expensive upgrades to be performed. Per our mechanic from Blust Motors, there is no way of knowing this is happening until the engine fails. It is not a matter of if it fails but when it fails. This truck currently has 28,300 miles on it, and 3,300 hours. While this may not seem like many miles, these miles were driven in a three-square-mile Village. These miles are known as "hard miles," as this truck is consistently hauling a load, pulling a trailer, or pushing snow. We would get a better trade-in value now before the engine fails. This 2014 truck is also starting to have undercarriage rust issues. This year, the PTO failed, the dump piston failed, and the on-spot chains do not work, and there is no vendor to repair them. If this engine were to fail, this truck would be out of service for several weeks to a month, and that would disrupt the snow removal service immensely. The trade in is estimated at $16,000.

Amberley Village relies on a 10-year service life for its dump trucks. Because of the probability of rust jacking and more expensive repair issues anticipated in the future, it is not practical to maintain the truck as it has already reached its 10-year service life. A commitment now to purchase a new dump truck that will take months to receive is expected to provide a late July build date and a late 2025 delivery date.

Purchasing new vehicles is high on the list right now for businesses and municipalities around the country. Supply chain issues have caused increased concerns about availability and price. Nearby communities have had their truck chassis back ordered or not built because they have had to wait for parts. Going to a dealer to choose a truck on the lot is no longer an option. Commercial market truck sales have affected how the government purchases trucks, and in some cases, customers have waited more than a year for delivery. Our last truck purchase took 17 months to arrive.

Staff has researched our options to replace the 2014 International dump truck and decided to join the State bid instead of preparing specifications for a replacement vehicle. The proposed replacement vehicle is available and can be purchased through the State of Ohio purchasing contract, with the cab and chassis costing $101,458.78. The total cost for the 2026 vehicle will be split between two vendors: $101,458.78 will go to Rush Truck Center for the cab and chassis, while an estimated $117,261 will go to Knapheide Truck Equipment Company for the dump bed, hydraulic system, lighting, salt spreader, snowplow and bring spraying system. Both vendors are local with International Truck and Kaffenbarger Truck being on the State of Ohio bidding programs.

Here is the estimated breakdown for the purchase:

2026 International Truck Chassis:	$101,458.78
Estimated Dump Body, Snowplow, Salt Spreader, Brine Tank, etc.	117,261.00
Total:	$218,719.78

To ease the hit to the 2025 Budget, the Maintenance Department is not budgeting our typical $80,000 for salt because the 2023-2024 snow season was extremely light. Additionally, the Village will trade in two vehicles, including the snowplows, tailgates, and salt spreader tailgates, at $16,000 each, totaling $32,000 to offset the estimated $218,710 purchase of the new dump truck.

The Streets, Public Utilities, and Sewers Committee reviewed and recommended the truck purchase at its meeting on December 30. The expense of this truck was included in the 2025 Budget.

If you have any questions, please let me know.

PASSED:
BY:

RESOLUTION NO. 2025-3

RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT TO PURCHASE EQUIPMENT FOR NEW DUMP TRUCK

WHEREAS, the Village Maintenance Department performs a variety of valuable services for the Village and its residents;

WHEREAS, the backbone of service delivery for the Maintenance Department are four dump trucks that are used for salting of snow, brush chipping, leaf collection, park maintenance, streets and storm water infrastructure maintenance, sign maintenance, right-of-way maintenance, and other service activities;

WHEREAS, the reliability of the Village's 2014 dump truck has become questionable, having reached the end of its 10-year service life and with an engine type that is known to develop long term issues, and is in need of replacement;

WHEREAS, the Village included in the 2025 Budget the purchase of a new 2026 International Dump Truck Cab and Chassis from Rush Truck Center through the State bidding process at a cost of $101,458.78.

WHEREAS, it is also necessary to purchase accessory equipment for the newly purchased Dump Truck, including a dump bed, hydraulic system, lighting, snow plow, salt spreader, brine spraying system.

WHEREAS, staff has researched the options for providing this accessory equipment and, through the State bidding program, has identified Knapheide Truck Equipment Company as the vendor to provide the requisite equipment at a cost of $117,261, which was also included in the 2025 Budget.

WHEREAS, the Streets Committee met on ## to review the proposal and recommends the purchase of the Dump Truck and the additional equipment from the above-stated vendors;

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

SECTION 1: That the Village Manager be, and hereby is, authorized and directed to enter into a contract on behalf of the Village with RushTruck Equipment Center for the purchase of a dump truck cab and chassis through the State bidding program at a cost not to exceed $101,458.78.

SECTION 2: The Village Manager be, and hereby is, authorized and directed to enter into a contract on behalf of the Village with Knapheide Truck Equipment Company for the purchase of equipment necessary to outfit the newly purchased Dump Truck at a cost not to exceed $117,261.

SECTION 3: These purchases are being made through the State of Ohio Purchasing Contract. This resolution shall be considered by the State as a request for the Village to participate in the State of Ohio Purchasing Contract under ORC 125.04 and 5513.01. The Village agrees to be bound by such terms and conditions as the State prescribes and that the Village will directly pay the vendor under the purchase contract.

SECTION 4: That the Village Manager is authorized and directed to sell the existing 2014 and 2015 dump trucks and any or all accessories, and by whatever means, as deemed appropriate by the Manager, including but not limited to trading the vehicle in with a dealer, selling the vehicle at auction, or otherwise conveying it for fair market price.

SECTION 5: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

Passed this _____ day of __________, 2025.

____
Bob Rosen, Mayor

Attest:

____
Tammy Reasoner, Clerk of Council

Resolution Vote:

Moved: _____ Second: _________

I, Clerk of Council of Amberley Village, Ohio, certify that on the ____ day of __________________ 2025, the foregoing Resolution was published pursuant to Article IX of the Home Rule Charter by posting true copies of said Resolution at all of the places of public notice as designated by Sec. 31.40(B), Code of Ordinances.

____
Tammy Reasoner, Clerk of Council

TO: Village Council

FROM: Scot F. Lahrmer, Village Manager

DATE: January 10, 2025

RE: Co-Purchase of an Asphalt Hotbox

ITEM: Resolution 2025-4, Authorizing the Joint Purchase of an Asphalt Hotbox

ACTION REQUESTED: By motion, adopt **Resolution 2025-4**, authorizing the Village Manager to purchase an asphalt hotbox.

PURPOSE: To co-purchase maintenance equipment to make roadway repairs efficiently.

Amberley Village is known throughout the region for the strength of its services to residents. With a staff of seven (7) Maintenance Personnel, our Maintenance Department serves approximately 1,400 households and businesses across approximately 89 streets spanning nearly 60 lane miles of roadway. One of the many responsibilities of the Maintenance Department is to make repairs to the roadways to ensure driver safety.

An asphalt hotbox is a temperature-controlled container that carries, maintains, and distributes hot mix asphalt mounted on a trailer. It keeps asphalt at an optimal temperature for patchwork, which helps it remain workable and effective for extended periods. An asphalt hotbox would benefit the Village for several reasons, explicitly making road repairs in the winter and expanding our road repair capabilities. Hot asphalt provides a more permanent remedy than cold patch as the heated container keeps asphalt hot for 2-3 days. This would also allow the Maintenance Department to do more asphalt repairs in-house. Cold patch is currently used for potholes, and while it can be a quick, convenient solution, it can sometimes be costly and wasteful because it is only a temporary fix. The asphalt hotbox would allow our Maintenance Crews to provide more permanent solutions to road issues in the Village.

In 2023, the Maintenance Department borrowed an asphalt hotbox from Mt. Healthy to repair Village roads. The equipment was found to be extremely efficient, both in reducing repair time and extending the life of the repair. In addition, the asphalt hotbox prevents wear on Village vehicles.

Staff approached the Village of Silverton about co-purchasing a new 2024 asphalt hotbox. This was met with an enthusiastic response, as this particular piece of equipment could benefit both communities while saving half of the cost of the asphalt hotbox. Southeastern Equipment Company listed the KM International Asphalt Hotbox at $30,300. Included in our 2025 Capital Budget was $15,300 to accommodate this arrangement, as Silverton will provide the Village with $15,000.

An agreement between Amberley Village and Silverton will be executed to allow the Village equal access to the hotbox with no lending privileges for outside jurisdictions. Both parties agree to shared maintenance costs, insurance, and annual preventative maintenance and plan to renew the agreement in fifteen years.

Access to the appropriate equipment is essential for successfully executing services for our residents while balancing good stewardship of our tax dollars. By pooling resources with

Silverton to purchase this asphalt hotbox, Amberley Village will not only increase the productivity of its Maintenance Crews but also decrease man-hours, cut the cost of the equipment in half, and maximize taxpayer dollars both in the purchase price and labor costs. Having the equipment available when needed will increase safety in the Village. Both Amberley Village and the Village of Silverton are excited about the opportunity to partner on this benefit to the residents of both communities.

This creative approach to acquiring valuable equipment, sharing it between more than one entity, and realizing cost savings is to be commended. Four years ago, eight jurisdictions went together, shared the cost of a salt conveyor, and saved the Village the outlay of our resources for a limited-use piece of equipment. Two years ago, the Village entered a similar arrangement for a boom arm mower in partnership with Symmes Township. The purchase of the asphalt hotbox with Silverton would represent the third collaborative purchase by Amberley Village in the past six years.

The Streets, Public Utilities & Sewers Committee met on December 30 to review the proposal and equipment costs and recommended Resolution 2025-4 for adoption. As the asphalt hotbox is in stock, delivery is estimated shortly after the order is placed.

If you have any questions, please let me know.

PASSED:
BY:

RESOLUTION NO. 2025-4

RESOLUTION AUTHORIZING THE JOINT PURCHASE OF AN ASPHALT HOTBOX

WHEREAS, Amberley Village Maintenance Department serves approximately 1,400 households and businesses, across approximately 89 streets spanning nearly 60 lane miles of roadway with seven (7) Crew Members;

WHEREAS, one of the many responsibilities of the Maintenance Department is to make repairs to Village roadways to ensure the safety of both residents and motorists traveling through Amberley Village;

WHEREAS, the Village Maintenance Department saw the value in the use of hotbox equipment after borrowing one from a neighboring community. The asphalt hotbox eliminates the need to place asphalt into Village trucks, thereby preventing wear. It also reduces road repair time and extends the life of repairs compared to traditional cold patch repairs;

WHEREAS, the Village of Silverton and Amberley Village have entered into an agreement to jointly purchase and operate a new asphalt hotbox

WHEREAS, pursuant to the agreement with Silverton, Amberley Village will purchase a KM International Asphalt Hotbox from Southeastern Equipment Company, Inc. for the total purchase price of $30,300.

WHEREAS, pursuant to the agreement with Silverton, each party will bear approximately half the total cost and Silverton will reimburse Amberley Village in the amount of $15,000 for the purchase of the KM International Asphalt Hotbox equipment.

WHEREAS, the Streets and Public Utilities Committee met on December 30, 2024 to discuss the purchase and review the proposal for the equipment, and recommends the purchase of the equipment.

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

SECTION 1: That the Village Manager be, and hereby is, authorized and directed by the Village to enter into all necessary contracts for the purchase of a KM International Asphalt Hotbox from Southeastern Equipment Company, Inc. for the amount of $30,300.

SECTION 2: That the Village Manager be, and hereby is, authorized to enter into an agreement with the Village of Silverton, whereby each party shall be responsible for approximately half of the total expenditure and Silverton shall reimburse Amberley Village in the amount of $15,000.

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

Passed this _____ day of __________, 2025.

____
Bob Rosen, Mayor

Attest:

____
Tammy Reasoner, Clerk of Council

Resolution Vote:

Moved: _____ Second: _________

I, Clerk of Council of Amberley Village, Ohio, certify that on the ____ day of __________________ 2025, the foregoing Resolution was published pursuant to Article IX of the Home Rule Charter by posting true copies of said Resolution at all of the places of public notice as designated by Sec. 31.40(B), Code of Ordinances.

____
Tammy Reasoner, Clerk of Council

KM International Asphalt Hotbox Equipment

This KM International Asphalt Hotbox equipment Maintenance Agreement (“Agreement”) is between Amberley Village and the Village of Silverton. Both communities are hereinafter collectively referred to as the “Parties” and individually as a “Party.” This Agreement shall be effective as of the date upon which the last party to execute this Agreement has done so, as evidenced by the dates set forth on the signature of this Agreement (the “Effective Date”), and is premised upon the following recitals:

RECITALS

WHEREAS, all Parties agree to purchase a KM International Asphalt Hotbox from Southeastern Equipment Company, Inc. Total cost for the Asphalt Hotbox equipment is $30,300. Each party will be required to contribute to the total cost shown in the attached quote from Southeastern Equipment Company, Inc., with Amberley Village contributing $15,300 and Silverton contributing $15,000;

WHEREAS, the annual preventative maintenance will be paid by all parties each year, equally, for 15 consecutive years from the execution of this Agreement;

WHEREAS, all maintenance repairs will be paid by all parties equally for 15 consecutive years from the execution of this Agreement; exception shall be, any damage that occurs while transporting the Asphalt Hotbox equipment will be the responsibility of the individual party who is transporting;

WHEREAS, only the parties that execute this Agreement shall use the KM International Asphalt Hotbox equipment, there shall be no lending of said equipment;

WHEREAS, upon the expiration of this agreement, the original parties will retain an ownership stake in the equipment unless each party voluntarily and in writing, give up their stake in said equipment with no expectation of compensation, while a new agreement is drafted and executed by all interested parties;

WHEREAS, a new agreement will be executed for the KM International Asphalt Hotbox equipment upon the expiration of this agreement in January of 2040;

IN WITNESS WHEREOF, the undersigned has caused this agreement to be executed and made effective immediately after all signatures have been procured.

AMBERLEY VILLAGE	SILVERTON
By:________________________________	By:______________________________
Scot Lahrmer, Village Manager	Jack Cameron, Village Manager
Dated:	Dated:

TO: Village Council

FROM: Scot F. Lahrmer, Village Manager

DATE: January 10, 2025

RE: Police cruiser MDCs (Mobile Data Computers)

ITEM: Resolution 2025-5, Authorizing the Village Manager to Enter into a Contract for the Purchase of 7 GeTac B360 Mobile Data Computers (MDCs), Docks and Antennas

ACTION REQUESTED: By motion, adopt **Resolution 2024-5,** authorizing the Village to purchase Mobile Data Computers for cruisers.

PURPOSE: To replace old MDCs with new models as part of the RCIC (Regional Crime Information Center) computer replacement program.

Amberley Police, along with other law enforcement personnel in Hamilton County, rely on MDCs as a platform designed for quick and efficient access to actionable information in a mobile environment. The current MDCs are at the end of their life and out of warranty and need to be replaced. The Police Department has mobile computers in all the marked police cruisers, which need replacement due to their age and the harsh environment they encounter. These computers are owned by RCIC, and the replacement cost will be shared between RCIC and the police agency. The total cost for the computers is $40,607, and Amberley will be required to share 50% of this cost. RCIC has done extensive research and testing and has determined to purchase the Getac B360 for the MDC replacements. These computers come with a 6-year extended warranty and a 5-year warranty on the docks. RCIC handles all the security and software on the computers. The computers and docks will be installed at our local cruiser upfitter.

Funds for purchasing the MDCs have been budgeted in 2025; the funding for this purchase comes from the Village's Capital Fund. This equipment upgrade is necessary in order to be part of the county-wide criminal information system.

The Police/Fire Committee has reviewed this request for equipment and recommended the purchase of 7 Getac B360 MDC computers, accessories, and installation for a total of not more than $25,000.

Adoption of Resolution 2024-5 is recommended. If you have any questions, please let me know.

PASSED:
BY:

RESOLUTION NO. 2025-5

RESOLUTION AUTHORIZING THE PURCHASE AND INSTALTION OF REPLACEMENT MOBILE COMPUTERS AND ACCESSORIES FOR POLICE CRUISERS

WHEREAS, the Police Department of the Village of Amberley plays a vital role in ensuring the health, safety, and welfare of the Village's residents and visitors;

WHEREAS, each of the Village's marked police cruisers are equipped with mobile MDC computers, which need replacement due to their age and the harsh environment they encounter;

WHEREAS, these computers are owned by Regional Crime Information Center ("RCIC") and the replacement cost will be shared between RCIC and the Village;

WHEREAS, RCIC has done extensive research and testing and has recommended the purchase of model Getac B360 computers to replace current MDC models. These computers come with a 6yr extended warranty and a 5-year warranty on the docks. RCIC handles all the security and software on the computers. The new computers and docks will be installed by a local outfitter used by the Village;

WHEREAS, the total cost for the replacement computers is $40,607.00, which Amberley will be required to share 50% of this cost, along with the cost of installation of the new computers;

WHEREAS, the Police and Fire Committee met on December 30, 2024 to review this request for updated computer equipment and recommended the purchase of 7 Getac B360 MDC computers, accessories and installation at a cost not to exceed $25,000.

NOW, THEREFORE, BE IT RESOLVED BY THE Council of Amberley Village, State of Ohio, six (6) members elected thereto concurring:

SECTION 1: That the Village Manager be, and hereby is, authorized and directed by the Village to enter into all necessary contracts for the purchase of 7 Getac MDC computers, accessories, and installation in an amount not to exceed $25,000.

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

Passed this _____ day of __________, 2025.

____
Bob Rosen, Mayor

Attest:

____
Tammy Reasoner, Clerk of Council

Resolution Vote:

Moved: _____ Second: _________

I, Clerk of Council of Amberley Village, Ohio, certify that on the ____ day of __________________ 2025, the foregoing Resolution was published pursuant to Article IX of the Home Rule Charter by posting true copies of said Resolution at all of the places of public notice as designated by Sec. 31.40(B), Code of Ordinances.

____
Tammy Reasoner, Clerk of Council

Regional Crime Information Center
Two Centennial Plaza
805 Central Avenue Suite 320
Cincinnati, OH 45202

2024/25 MDC
Refresh Estimate
11/20/2024

Amberley Village Police Department
Attn: Tim Schmidtgoessling
7149 Ridge Rd
Cincinnati, OH 45237

		Cost		
Quantity	**Description**	**Unit**	**Extended**	**Agency**
	Getac B360 (w/HF/LF RFID)	$3,946.00		
	Getac B360 (w/HF/LF RFID and BCR)	$4,282.00		
7	Getac B360 (w/ FIPS Fingerprint, HF/LF RFID & BCR)	$4,586.00	$32,102.00	$16,051.00
7	Getac Protection Plus - 6 Yr Extended Warranty	$0.00	$0.00	$0.00
7	Gamber Johnson, Vehicle Dock, w/ Tri Pass-through	$860.00	$6,020.00	$3,010.00
7	Gamber Johnson dock extended warrant YR 4/5	$150.00	$1,050.00	$525.00
7	EZConnect MultiMax 5G Antenna - Black	$120.00	$840.00	$420.00
	EZConnect MultiMax 5G Antenna - White	$120.00		
7	EZConnect MultiMax 5G cable harness, 19 feet	$85.00	$595.00	$297.50
		Estimated Total*	$40,607.00	$20,303.50

* *This estimate is provided for informational purposes only. The actual price will be confirmed and detailed on the final invoice issued at the time of delivery.*

TO: **Village Council**

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

DATE: **January 10, 2025**

RE: **Family Support Agreement**

ITEM: Resolution 2025-6, Adopting the Family Support Agreement with the Hamilton County Heroin Task Force

ACTION REQUESTED: By motion, adopt **Resolution 2025-6**, approving a service agreement with Hamilton County Heroin Coalition Task Force related to family support liaison.

PURPOSE: To further augment the Heroin Task Force.

The Heroin Task Force is constantly looking for grants to fund various aspects of its program. In December, the Heroin Task Force informed us of a different funding source for one of their QRT (Quick Response Team) staff. This necessitates the approval of a Family Support Liaison officer agreement for the State COSSUP (Comprehensive Opioid, Stimulant, and Substance Use Program) grant they received this fall.

The difference to Amberley Village is that when this position starts, Amberley Village will be paid out of a different grant than what has been used previously.

The Police Fire Committee met to review this item on December 30 and recommended approval.

If you have any questions, please let me know.

PASSED:
BY:

ORDINANCE NO.

RESOLUTION AUTHORIZING THE VILLAGE POLICE DEPARTMENT TO PROVIDE PROTECTION SERVICES FOR MEMBERS OF THE HAMILTON COUNTY FAMILY SUPPORT PILOT PROGRAM

WHEREAS, federal, state and local law enforcement agencies recognize that the heroin overdose death epidemic requires a coordinated response from law enforcement, civic leaders, the medical community, and social services agencies;

WHEREAS, the Comprehensive Opioid, Stimulant, and Substance Use Program ("COSSUP") issued a FY 2023 Competitive Grant Announcement designed to support first responders and provide for the needs of crime victims; support diversion programs for non-violent individuals who abuse illicit and prescription opioids; implement and enhance prescription drug monitoring programs; promote cross-system planning and coordination of service delivery; and reduce the incidence of fatal overdoses associated with opioid use;

WHEREAS, the Office of Addiction Response applied for and received grant funding through the Ohio Office of Criminal Justice Services ("OCJS");

WHEREAS, the County, with the use of the grant funds, has created the Hamilton County Family Support Pilot Program ("FSSP"), which will provide an intervention co-responder to assist members of the existing heroin Quick Response Team ("QRT:);

WHEREAS, in the performance of their duties, FSSP and QRT personnel are in need of security so that they can perform their duties, and for an agreed upon hourly rate, the County desires to have the Village provide police protection services to FSSP and QRT personnel while they are out in the community providing services to participants and families;

WHEREAS, the County has requested that Amberley Village provide an officer to carry out such protection services on a part-time basis of 24 hours per week, with the County, using grant funds, to pay such officer at a rate of $50 per hour in addition to mandatory contributions to PERS, Medicare, and Workers' Compensation associated with the participating officer(s)' provision of protection services;

WHEREAS, the Police and Fire Committee met on December 30, 2024 to discuss the County's request to provide part-time protection services to FSSP and QRT and recommends that the Village grant the request and enter into a Service Agreement with the Board of County Commissioners, Hamilton County, Ohio for provision of such protection services;

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

SECTION 1: That the Village Manager be, and hereby is, authorized and directed by the Village to enter into a Service Agreement Between the Board of County Commissioners, Hamilton County, Ohio regarding the provision of protection services, a copy of which is attached hereto and incorporated herein.

Passed this _____ day of __________, 2025.

____
Bob Rosen, Mayor

Attest:

____
Tammy Reasoner, Clerk of Council

Ordinance Vote:

Moved: _____ Seconded: _________

Bardach	______
Frankel	______
Hunt	______
Paul	______
Rosen	______
Shatz	______
Wood	______

I, Clerk of Council of Amberley Village, Ohio, certify that on the ____ day of _____________, 2025, the foregoing Ordinance was published pursuant to Article IX of the Home Rule Charter by posting true copies of said Ordinance at all of the places of public notice as designed by Sec. 31.40(B), Code of Ordinances.

____
Tammy Reasoner, Clerk of Council

SERVICE AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS
HAMILTON COUNTY, OHIO AND
THE VILLAGE OF AMBERLEY, OHIO POLICE DEPARTMENT

This Service Agreement (the "Agreement") is entered into as of the **_____** day of January 2025 by and between the **BOARD OF COUNTY COMMISSIONERS, HAMILTON COUNTY, OHIO** ("County") and the **VILLAGE OF AMBERLEY** ("Village"). The parties for convenience are sometimes known as a "Party" individually and collectively as "Parties.".

RECITALS

WHEREAS, The Comprehensive Addiction and Recovery Act ("CARA") of 2017 was the first major federal substance use disorder treatment and recovery legislation to address the opioid epidemic; and

WHEREAS, CARA establishes a comprehensive, coordinated, and balanced strategy through enhanced grant programs that expand prevention and education efforts while also promoting treatment and recovery; and

WHEREAS, Congress recognized the need for more resources to help turn the tide of the opioid epidemic; and

WHEREAS, the Comprehensive Opioid, Stimulant, and Substance Use Program ("COSSUP") issued a FY 2023 Competitive Grant Announcement designed to support first responders and provide for the needs of crime victims; support diversion programs for non-violent individuals who abuse illicit and prescription opioids; implement and enhance prescription drug monitoring programs; promote cross-system planning and coordination of service delivery; and reduce the incidence of fatal overdoses associated with opioid use; and

WHEREAS, the Office of Addiction Response applied for subgrantee funding through the Ohio Office of Criminal Justice Services ("OCJS"); and

WHEREAS, on August 28, 2024, the County received notification from the OCJS that its application for funding under the FY 2023 Comprehensive Opioid, Stimulant, and Substance Abuse Program was approved in the amount of Three Hundred Seventy Six Thousand Four Hundred and Forty-Three Dollars and 60/100 ($376,443.60) (the "Grant"); and

WHEREAS, the Grant funds have been allocated to County under OCJS Grant Award Number 2023-CS-LEF-506; and

WHEREAS, the County, with the use of Grant funds, has created The Hamilton County Family Support Pilot Program ("FSSP"), a program providing an intervention co-responder the Quick Response Team ("QRT") in an effort to expand its success by focusing on families affected by a loved one's Substance Use Disorder; and

WHEREAS, in the performance of their duties FSSP and QRT are in need of security so that they can perform their duties; and

WHEREAS, for an agreed upon hourly rate, the County desires to have the Village provide police protection services to the FSSP while it is out in the community providing services to QRT participants and families.

NOW THEREFORE, the Parties hereto, in consideration of the foregoing recitals incorporated herein, and intending to be legally bound, agree as follows:

AGREEMENT

County and Village agree as follows:

1. Term. The Agreement term, upon adoption by County, shall be from January 1, 2025 through May 31, 2026, unless otherwise terminated as provided for in Section 8. Termination.

2. Services. The Village agrees to provide of one (1) part-time (twenty (24) hours per week) law enforcement officer ("Officer") to furnish police protection services "Protection Services") to FSSP. The Village shall make an officer present for the hours outlined in this Agreement. The Parties understand and agree that this Agreement does not specify or designate any specific officer from the Village. The choice of available officer shall be made by the Village. The designated officer will coordinate with the Law Enforcement Commander of the QRT, Michael Davenport, to determine in advance the dates during the month that the Officer will be providing police Protection Services.

   In the course of providing police protection services to the FSSP, the officer shall:
   a. Drive the FSSP members to the location of the QRT participant;
   b. Make the initial contact at the address to locate the QRT participant;
   c. Provide for the safety of the FSSP members while the team is deployed; and
   d. In their capacity as law enforcement officers, they assist the FSSP members to meet the goals of the program.

   At all times the participating officers shall be employed by Village and remain under the direct supervision of the Chief of Police of Amberley and subject to the rules, regulations and policies of the Village and the laws of the State of Ohio and the United States. The Village shall be responsible for the participating officers' salaries and employee benefits, including payment of applicable State of Ohio law enforcement pension contributions. The Village shall maintain at all times throughout the term and performance of this Agreement professional liability and automobile insurance and worker's compensation coverage for the participating officers. Village shall also supply the participating officers with a vehicle and necessary sworn police officer equipment, including but not limited to a firearm, bullet-proof vest, and all gear associated with a sworn police officer position.

The Village shall be solely responsible for the acts and omissions of its participating officers, including any damages or other relief awarded to any third party pursuant to a claim filed against the Village or its participating officers. The Village shall be responsible for all of the costs of defending any claim against the Village or its participating officers.

3. Compensation. In exchange for the Village providing Protection Services for the FSSP, the County agrees to reimburse the Village of Amberley, at a rate of Fifty Dollars and 00/100 ($50.00) per hour for Protection Services of their officer(s). Additionally, the County agrees that it will cover the mandatory contributions for PERS, Medicare, and Workers' Compensation associated with participating officer(s), in addition to the hourly rate. The Parties agree that total Protection Services payments and associated benefits under this Agreement shall not exceed One Hundred Twenty Four Thousand Eight Hundred Dollars and 00/100 ($124,800.00) ("Contract Sum").

4. Expenses. Village, apart from the hourly rate provided for in Paragraph 3 of this Agreement, shall not be entitled to any reimbursement for any costs or expenses related to the provision of Protection Services provided by participating officer(s) under this Agreement. Village shall not be entitled to reimbursement for participating officer(s) travel time related to the FSSP.

5. Reporting Requirements. Participating officer(s) shall submit daily activity reports to the Law Enforcement Commander of the QRT, Michael Davenport, summarizing:

    a. A record of all QRT participant names and the addresses visited during the day;
    b. b. An indication of whether contact was made with each participant;
    c. c. If located, documentation of whether the participant was receptive to the treatment options offered;
    d. d. Details of any alternative methods developed and employed to locate a participant;
    e. A summary of the shift debriefing, including relevant information to be communicated to the Manager regarding the participant; and
    f. Any additional information deemed pertinent by the Officer to enhance the effectiveness of the FSSP.

6. Billing and Payment, On a quarterly basis, Village shall submit to the Office of Addiction Response ("OAR") Director an invoice, including supporting written documentation, certifying the names of participating officer(s), the date the participating officer(s) furnished services, the number of hours worked and the

applicable hourly rate as set forth in Paragraph 3. The OAR shall make payment to the Village within sixty (60) calendar days of the receipt of the Village's invoice.

7. Termination For Convenience. This Agreement may be terminated by either Party for its convenience upon ninety (90) calendar days prior written notice to the other Party. The Parties agree should this Agreement be terminated for convenience such authorized Protection Services satisfactorily provided by the Village prior to the termination date shall be eligible reimbursement and paid according to the provisions of Paragraph 6.

8. Termination For Cause. In addition to all other rights and remedies provided by law, equity or this Agreement, either Party may terminate this Agreement for cause by giving the other Party at least seven (7) calendar days prior written notice thereof. For purposes of this Paragraph, "cause" means the following: either Party's failure to perform in accordance with the terms of Agreement; either Party's breach of Agreement; or either Party's inability to comply with Agreement. The defaulting Party shall correct or take substantial steps toward correcting the cause giving rise to the notice within three (3) calendar days of the notice required above. In the event the defaulting Party shall correct, or take substantial steps toward correcting, the cause giving rise to the notice within three (3) calendar days of the notice required above, as determined sufficient by the Party providing notice in its sole reasonable discretion, the cause of termination shall be deemed void and this Agreement shall continue in effect. In the event the defaulting Party does not correct or has not taken substantial steps toward correcting such cause to the other Party's satisfaction prior to the stated termination date, Village shall halt performance of Services, except as requested in writing by County and shall prepare a final invoice for payment. Village shall not be entitled to any payments from the effective date of termination.

9. Audit Provisions. Village shall maintain records, payroll, accounting procedures and practices, and any other applicable documents, appropriately reflecting all direct and indirect uses and expenditure of the County's funds received for use by Village. Such records shall be subject at all time to inspection, review, and audit by the County or its designee. The records shall be retained and available in accordance of the Village's and County's respective public records retention schedule and policies whichever is longer.

10. Improper Use of Funds. If County determines Village uses funds for any purpose not clearly authorized by Agreement or fails to comply with public record, accountings and reporting requirements, County shall withhold further payments of funds to Village. In addition, Village agrees to repay County any funds improperly used as determined by the terms and obligations of Agreement. If Village and County are unable to agree to repayment or repayment for the improperly used funds does not occur within a reasonable period of time, Parties agree to mediation.

11. Conformance to Laws and Regulations. Village and County shall conform to the requirements of all applicable laws and regulations of the State of Ohio governing the execution of their respective duties under Agreement.

Notices. All notices provided for in this Agreement shall be in writing and shall be deemed to have been properly given (a) upon receipt if delivered in person or by a nationally recognized overnight courier service, or (b) as of the third business day after being sent be registered mail or certified mail, return receipt requested, through the United State Postal Service, or (c) by such other method agreed upon in advance by the Parties. Unless otherwise agreed upon in advance by the Parties, notice shall be addressed as follows: If the County: Jeffrey Aluotto
Hamilton County Administrator
603 County Administration Building
138 East Court Street
Cincinnati, Ohio 45202
Fax: 513-946-4444

If to the Village: Scot Lahrmer
Village of Amberley Manager
Administration Department
7149 Ridge Road
Amberley Village, Ohio 45237
Phone: 513-531-8675

13. Village acknowledges and agrees that it does not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

14. Village agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).

15. Village agrees to comply with all requirements of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

16. Village agrees that no funds received from County under this Agreement may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

17. Village agrees to provide additional information, data, reports and documentation as may be requested by the OAR Director from time to time in order for the County to comply with its obligations to OJP under the Grant.

[Signatures appear on the next page.]

IN WITNESS WHEREOF, the Parties have signed this Agreement by their authorized representatives on the date first written above.

VILLAGE OF AMBERLEY, OHIO ADMINISTRATION DEPARTMENT	BOARD OF COUNTY COMMISSIONERS, HAMILTON COUNTY, OHIO
________________________ Scot Lahrmer Village Manager	________________________ Jeff Aluotto County Administrator
________________________ Date	________________________ Date

APROVED AS TO FORM:

DocuSigned by:
Robert Dziech
5850B3DC8A9F4F3...

Assistant Prosecuting Attorney

12/5/2024

Date

TO: **Village Council**

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

DATE: **January 10, 2025**

RE: **Appointment of Magistrate**

ITEM: Ordinance 2025-2, Appointing Russell Mock as Magistrate for the Amberley Village Mayor's Court

ACTION REQUESTED: By motion, adopt **Ordinance 2025-2**, to appoint Russell Mock as Magistrate for Amberley's Mayor's Court.

PURPOSE: To preside over Mayor's Court.

Mayor's Court is a local court within Amberley Village where the Mayor presides over cases involving minor offenses like traffic violations and local ordinance breaches, essentially acting as a judge for small-scale local infractions. Mayor's Court is unique to Ohio, and these courts do not have jury trials, while appeals typically go to the municipal or county court if needed.

The Village has had a Magistrate since 2012, when Rick Gibson was appointed to serve in that capacity. Mr. Gibson retired in late 2024, which provided an opportunity to reevaluate the structure of the Mayor's Court and identify cost savings.

Chief Wallace has determined to reduce the number of courts held from last year's 26 to 17 for 2025. Mayor's Court will be held earlier, at 5:00 p.m., and will be held every 3 weeks to comply with the right to a speedy trial.

With the change in Magistrates, it was an opportunity to modify the compensation. In 2024, the Magistrate was compensated $750 per court for $17,750. For 2025, the Village will pay $1,000 per month for the services of the Magistrate plus OPERS (Ohio Public Employee Retirement System). The OPERS cost (14%) will equate to $1,680 being paid by the Village for a total of $13,680, a staff savings of over $4,000. In addition, fewer court times would mean less overtime for our police officers.

Russell Mock has been engaged to serve as the Village's Magistrate. Mr. Mock is currently the Chief Assistant Prosecuting Attorney for the Municipal Division of the Hamilton County Prosecutor's Office. Previously, Mr. Mock was elected to the Ohio First District Court of Appeals and Hamilton County Municipal Court. Before becoming a judge, he served as an Assistant Prosecuting Attorney for the Hamilton County Prosecutor's Office and was in private practice. On January 10, Russell Mock is serving his last day in the Hamilton County Prosecutor's Office before transitioning to a private law practice. Mr. Mock has agreed to be our Magistrate, effective January 1.

The statute governing the appointment of magistrates is odd in that it allows the Mayor to appoint a Magistrate but requires that Village Council approve compensation to the Magistrate. This ordinance rolls the appointment and compensation into one piece of legislation.

The Police Fire Committee reviewed the request and recommended approval. I recommend waiving the three readings, adopting the ordinance, and declaring an emergency. If you have any questions, please let me know.

PASSED:
BY:

ORDINANCE NO. 2025-2

ORDINANCE APPOINTING MAGISTRATE TO THE VILLAGE OF AMBERLEY MAYOR'S COURT

WHEREAS, the Village of Amberley conducts a Village Mayor's Court for the purpose of hearing traffic offenses and misdemeanors, which occur within the Village of Amberley; and

WHEREAS, Section 1905.05 of the Ohio Revised Code provides that the Mayor of a municipal corporation that has a Mayor's Court may appoint a person as Mayor's Court Magistrate to hear and determine prosecutions and criminal causes in the Mayor's Court that are within the jurisdiction of the Mayor's Court;

WHEREAS, Russell Mock has complied with all mandates set forth by the Ohio Supreme Court and the laws of the State of Ohio to be able to serve as Magistrate for the Village of Amberley; and

WHEREAS, the Police and Fire Committee met on December 30, 2024 to consider the matter and recommends the appointment of Mr. Mock to the position of Magistrate to the Mayor's Court;

NOW, THEREFORE, BE IT ORDAINED by the Village Council of the Village of Amberley, with seven (7) members elected thereto concurring:

SECTION 1. That Russell Mock is hereby appointed to serve as Magistrate of the Village of Amberley Mayor's Court effective January 1, 2025.

SECTION 2. That the Village Manager is hereby authorized to execute the related contract attached hereto as Exhibit "A" and incorporated herein by reference.

SECTION 3. That Russell Mock shall maintain all certifications required by the Ohio Supreme Court and the State of Ohio at his own expense.

SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, heath, safety, and general welfare and shall be effective immediately upon its adoption. The reason for said declaration of emergency is to avoid a disruption in Magistrate services.

Passed this _____ day of __________, 2025.

____
Bob Rosen, Mayor

Attest:

____
Tammy Reasoner, Clerk of Council

Ordinance Vote:

Moved: _____ Seconded: _________

Bardach	______
Frankel	______
Hunt	______
Paul	______
Rosen	______
Shatz	______
Wood	______

I, Clerk of Council of Amberley Village, Ohio, certify that on the ____ day of _____________, 2025, the foregoing Ordinance was published pursuant to Article IX of the Home Rule Charter by posting true copies of said Ordinance at all of the places of public notice as designed by Sec. 31.40(B), Code of Ordinances.

____
Tammy Reasoner, Clerk of Council

<u>EXHIBIT "A"</u>

EMPLOYMENT OF RUSSELL MOCK
AS MAGISTRATE FOR THE
VILLAGE OF AMBERLEY MAYOR'S COURT

The Village of Amberley, as approved by its Ordinance No. 2025 - ____, hereby employs Russell Mock as Magistrate of the Village of Amberley Mayor's Court for an annual compensation of $12,000.00. Said salary shall be paid in equally monthly installments.

The employment herein shall be subject to PERS in the Village of Amberley and Russell Mock shall make the appropriate contributions for said coverage.

Russell Mock shall perform all services required by the Ohio Supreme Court and the laws of the State of Ohio to serve as Magistrate of the Village of Amberley Mayor's Court. Mr. Mock further agrees to maintain any and all certifications required by the Ohio Supreme Court and the laws of the State of Ohio at his own expense.

Russell Mock shall also carry all required insurance coverage, including Professional Liability Insurance with limits of not less than $1 million dollars annually and in aggregate.

If it is ever determined that Russell Mock is not in compliance with any and all requirements of the State of Ohio and/or the Ohio Supreme Court to serve as a Magistrate in Mayor's Court, then this contract shall be null and void.

Russell Mock further agrees not to engage in any other legal services which create a conflict of interest or the appearance of a conflict of interest with regard to the responsibilities to the Village of Amberley. In other words, Mr. Mock will not accept any cases in opposition to the Village of Amberley nor handle any matters representing clients before any Board or Commission of the Village of Amberley or before the Village Council.

At the option of either party, this contract may be terminated for any reason upon thirty (30) days written notice of intent to terminate in order to provide a smooth transition of duties.

In witness whereof, the parties have set their hands on this ______ day of January, 2025.

VILLAGE OF AMBERLEY

By:________________________________
Scot Lahrmer
Title: Village Manager

VILLAGE MANAGER'S REPORT
JANUARY 13, 2025 COUNCIL MEETING

Dear Mayor and Council Members:

Developments

Zoning

There were no cases for the Board of Zoning Appeals in the month of January. The deadline for the February meeting of the BZA is Monday, January 13, 2025.

Property

Amberley Village approved seven (7) street opening permits for the removal of inactive gas lines. A zoning permit was approved for one homeowner concerning a garage remodel as well as a second-floor addition. In addition, a zoning permit was approved for an interior remodel of Cincinnati Hebrew Day School.

Property maintenance violations decreased for the month of December. Complaints of a large household item at the curb was reviewed and resolved. Additionally, the AVPD delivered a maintenance violation notice to a resident concerning broken glass, and complaints of an improperly stored generator and lawn equipment were addressed. The Village also submitted an invoice to a resident for expenses incurred in the abatement and remediation of a property maintenance violation. Because payment has not been received in a timely manner, the Village will be requesting a lien be placed on the property.

Maintenance Department Activities

Streets and Right of Way

The Maintenance Department entered an agreement with North College Hill to utilize its street sweeper twice a year if it could then borrow a chipper when needed. The Maintenance Department began sweeping on Sagamore when the sweeper began having mechanical issues. North College Hill will have it repaired and Maintenance Crews will resume sweeping.

Other Streets and Right of Way:

- Crews filled 24 potholes using 16.5 bags of cold patch.
- Crews picked up trash several times this month and accumulated 25 bags of trash.
- Crews picked up two dead animals.
- Picked up two tires on Galbraith Road.
- Pulled contractor signs as needed.
- Finished putting blue reflective bands on the fire hydrants that were painted this year.
- Picked up all barrels and cones from the contracted pipe job at 2730 Section Road.

- Pumped water from 15 fire hydrants.

Leaf Collection
The Maintenance Department spent most of the month committed to finishing the 2024 Leaf Collection season. Leaf Collection services began for residents on October 14 and ended on December 30, 2024. Crews collected 1,545 yards of leaves in December, bringing the total leaves collected to 3,535 yards over the course of the 2024 season.

Brush Collection
Due to a high volume of leaves and low manpower, the Maintenance Department was not able to chip any brush during December. We will resume normal Brush Collection in January 2025.

Residential Services
Crews delivered 12 yards of wood chips to residents in December, bringing the annual total to 1,222.5 yards of wood chips which were delivered to Amberley Village residents in 2024.

Snow and Ice

- We had three snow events in December, during which Crews were dispatched to salt the roads. A total of .75 inches of snow and a tenth of an inch of ice fell during the month, and 10.5 tons of salt were used to treat the roads.
- The main roads and hills were pretreated once this month using 700 gallons of brine water.
- We provided the Village of Silverton with 500 gallons of brine water in exchange for 2 tons of salt.

Facilities Maintenance and Repairs

- Cleaned and performed minor maintenance to the Municipal Building, as well as set up for and cleaned up after events in the Community Room and Council Chambers, including Council Meeting, Board of Appeals, ESC, and Mayor’s Court.
- Emptied garbage cans and filled dog waste dispensers as needed at Amberley Green twice a week.
- Hung banner on the hillside near the firehouse.
- Hung new American Flag and Tree City USA flag in front of the Municipal Building.
- Picked up the mower and tiller from the Amberley Green garden shed for storage at the North Site for the winter.
- Changed batteries in the sinks in the men’s lobby restroom, and the women’s restroom in the lower level of the Municipal Building.

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

Other Equipment Repairs:

- Outfitted two trucks for possible snow operations.
- Clean Truck 216 after deer culling.
- Dumped remaining salt and cleaned trucks after snow events.
- Filled all dump truck saddle tanks with beet juice and brine water mix.
- Repaired a leaking saddle tank on Truck 514 using JB Weld.
- Installed a new pump on the DEF fluid 55-gallon drum.
- Put new 55-gallon drum covers on all drums containing oils and liquids.
- Repaired and rewired the plow lights for Truck 514's plow.
- Rewired the running lights on Truck 719.
- Sprayed leaves from the hopper on the new leaf vacuum.

Department Training

- Ryan Monahan and Rob Langdon attended the Public Works Officials of Southwest Ohio meeting in Montgomery.
- Continued training Brandon Ross for his CDL driver's license.

Fire Department

- All members of the Maintenance Department attended monthly fire drills.
- All members of the Maintenance Department completed 24/7 Online fire training.

Police Services

- Josh Caudill helped with the deer culling program and assisted with hauling deer to the processor.

Police-Fire Activity

- Officers made **34 Mayor's court warrant arrests.**
- **Officers made 50 traffic stops, issued 31 citations to Mayor's Court, and issued 31 verbal warnings.**
- Officers responded to two domestic violence calls deemed verbal in nature (no arrests).
- Officers responded to 12 auto accidents (one with injuries) and took 9 auto accident reports.
- There was one OVI arrest.
- 5 people were cited to Municipal Court for various traffic violations.
- Officers responded to 65 burglar alarms; all were false alarms.

- Officers/firefighters responded to 2 residential fire alarms, 3 smoke/fire investigations and 3 commercial fire alarms. There was a total of 14 fire reports made.
- Officers responded to 8 dog complaints, 7 other animal complaints and 8 deer complaints.
- Officers checked the Village businesses 754 times, and conducted 1,388 vacation house checks, which included 9 unlocked. Numerous packages were also placed in the residence garage or brought back to the station.
- Officers responded to 3 Lift Assists and 28 calls in conjunction with Reading Paramedics.

- There were 8 calls reporting reckless operators in-progress.
- Officers responded to 11 suspicious persons, 5 suspicious autos and 7 wellbeing checks.
- Flock cameras have resulted in several stolen vehicle notifications and several wanted person notifications which have resulted in arrests.

**A note on Flock Cameras: In December 2024 alone, the Village's 9 Flock cameras recorded over 900,000 vehicles throughout the Village, with over 500,000 unique vehicle recordings. (ie: they passed through the Village once)*

Village Manager's Office

Meetings
The following meetings were conducted since I last reported to council at the December 9 meeting:

- I conducted the monthly staff meeting, during which we discussed upcoming topics for the E-News and print newsletters, needed committee meetings, and upcoming topics for the January and February council meetings.
- Zoning and Project Administrator Chris Fritsch and I met with Chris Harding and Chad Shaffer of Duke Energy.
- I met with Mayor Bob Rosen.
- Debbie Eldridge and Ken Smallwood attended the Greater Cincinnati Finance Officers Association (GCFOA) meeting.
- I attended a virtual webinar on economic development strategic planning and corporate site location hosted by the Montrose Group.
- Chris Fritsch and I met with Frank Twehues of CT Consultants (Verdantis).
- I met with Jack Mangan of Hamilton County ReSource.
- I met with Emily Lehn and Caroline Clift of HUB Horan.
- I attended a Shiva honoring recently deceased resident Stuart Richards.
- I met with Pepsi's outgoing General Manager, Gerardo Ladero.
- I met with Mayor Bob Rosen.
- I attended the meeting of the Amberley Village Police Fire Committee, where we discussed the purchase of Mobile Data Computers (MDCs) for our cruisers, police radios, a Herion Task Force Family Support Agreement and the appointment of a magistrate.

- I met with the Amberley Village Streets, Public Utilities & Sewers Committee, where we considered a Master Service Agreement with CT Consultants and the purchase of a dump truck and asphalt hot box.
- Chief Wallace, Finance Administrator Debbie Eldridge, and I met with an attorney regarding a scholarship program.
- I met with the Finance Committee to discuss November financials, a resolution to request a property tax advance and a scholarship program.
- I met with the Amberley Village Land Development Committee to review the draft Request for Proposals (RFP) related to Amberley Green.
- Chris Fritsch and I participated in the Hamilton County Economic Impact Grant Information Session.
- Debbie Eldridge and I attended the CLGBP HealthWorks rollout.
- I attended the bell ringing for Maintenance Foreman Rob Langdon's final chemo treatment.

Social Media
The following posts were added to Village social media outlets to bolster messaging in the newsletter, website, email distributions, alerts and banner campaigns:

- Council Video
- Meeting notices
- E-News
- Senior Safety Program Featured on WCPO-TV
- Happy Holidays with Administration Hours
- Holiday Services Schedule
- New Year's Hours
- Snow Plow/Road Update

Newsletter
The January E-News was distributed on January 6, and included the following articles:

- Snow Update Information
- Virtual Snow Plow Ridealong
- Stay Current with Calendar & Video
- Amberley Village December Services Schedule
- Important Collection Reminders
- Council Meetings Now Available via Podcast
- Coming Soon: 2024 Year In Review
- Holiday Package Service
- Amberley Village Alert System
- Senior Safety Program
- January Banner Campaign
- Waste Collection Rate Increase

- What's the Blue Band on Our Fire Hydrants?
- Amberley Village Audit Results Now Available
- Five-Year EMS Contract Renewed with Reading Fire Department
- Duke Energy Safety Reminders for Residents
- Beyersdofer Winter Caring Drive
- Recycling Holiday Lights Helps Great Parks of Hamilton County
- Additional Holiday Recycling Resources
- Commemorative Brick + Tree Donation Program
- Upcoming Village Council Meeting
- Latest from the Library
- Holiday Gift Ideas from Amberley Village Spirit Shop
- Ways to Stay Connected
- Email Us - Village Council Photo & Contact Information

Police Department Recertification
Amberley Village has completed its Recertification process, having passed evaluation requirements for Current Standards as laid forth by the Ohio Collaborative Community-Police Advisory Board, which includes the following:

- Investigation of Employee Misconduct
- Bias-Free Policing
- Telecommunicator Training
- Body Worn Cameras
- Use of Force / Use of Deadly Force
- Agency Employee Recruitment and Hiring
- Community Engagement
- Vehicle Pursuit Standard
- Law Enforcement Response to Mass Protests/Demonstrations
- Agency Wellness
- Developmentally Appropriate Policing & Positive Youth Interactions

Congratulations to our Amberley Village Police Department on its commitment to the recertification process and to elevating the public's confidence through its demonstrated leadership of community-oriented policing practices!

AVPD Receives Grant from the Jewish Home of Cincinnati
For the second year in a row, the Amberley Village Police Department was awarded a grant for our senior outreach program for older adults. Last year, the amount was $59,000, and this year's award is $80,000. The program is designed to conduct safety and well-being assessments of the homes of seniors, as well as support, assistance, and tools to ensure they are safe in their homes. The grant will be used to pay for the cost of the assessments and supports, which will be delivered through marketing outreach, referrals, in-home assessments, seminars, and distribution of safety kits. The program will also serve as a catalyst for decreasing seniors' feelings of isolation and empower them to maintain their independence. The grant is yet another example of

Amberley Village's commitment to doing more with less and represents its passion for partnership in serving the residents of our community. The intent this year is to have a full-time officer dedicated to the program; staff is seeking out other grants to supplement the program.

2022-23 Audit
We recently received a copy of the 2022-23 Audit results, which are attached. The document is available on the Village website for public access at the bottom of the Open Finance page and was included in the January edition of the Village E-News. The Village is audited every two years, and this audit was delayed due to a death in the auditing firm's staff.

Snow and Road Conditions
Amberley Village Maintenance Crews worked 12-hour shifts around the clock to manage the recent snowstorms that hit the Midwest. Support from several of our Police Officers was utilized to keep up with the near-record snowfall to ensure safety and access for our residents. Many Crewmembers and Police Officers spent the night at the Municipal Building in order to rest before getting up to go back out. With snow accumulation nearly constant over a 24-hour period, the challenge was to keep up with the snowfall, which averaged 1-2 inches per hour. We are extremely fortunate to have such dedicated Maintenance and Police staff, and we are truly grateful for the excellent job they did in going over and above during the recent weather event.

Amberley Village Alert System (AVAS)
Amberley Village made use of the new Amberley Village Alert System for the first time in an actual emergency event. Severe weather alerts throughout the region marked a nearly foot-high snowfall in Amberley Village, and staff was able to communicate directly with approximately a third of Village households to request that cars not be parked on the streets to allow for snow removal. Messages are sent according to resident-selected preferences and can be received via text, voice message, or e-mail. The request was also issued via social media and website. Residents who have not already signed up for the AVAS can visit smart911.com to enroll. Resources to assist in the sign-up process are available in the latest E-News, which can be found in subscribers' email inboxes or at amberelyvillage.org under the Current Newsletter tab.

2025 Super Lawyers
Amberley Village Solicitor Andy Kaake was recently recognized as a 2025 Super Lawyer for the third consecutive year, following four consecutive years of recognition as a Rising Star. Super Lawyers are selected through a patented multiphase third-party rating system to identify the top 5% of attorneys in the area each year. Super Lawyers is a rating service of outstanding lawyers who have attained a high degree of peer recognition, high ethical standards, and outstanding professional achievement. Congratulations, Andy!

Request For Proposals (RFP)
A Request for Proposals (RFP) has been prepared related to Amberley Green. This attached document will be sent to potential firms, inviting them to submit proposals outlining how they would fulfill our request for public engagement and land use recommendations.

JCC CEO

Marc Fisher, the CEO of the Mayeron JCC, has announced his plans to retire at the end of 2025. Marc has served the JCC for 13 years.

National Underground Railroad Museum
The administration staff recently visited the National Underground Railroad Museum, where admission was reduced due to remodeling. The Museum inspires modern abolition by connecting the lessons of the Underground Railroad with today's freedom fighters. The center also convenes dialogue on freedom and human rights. Last year, the staff visited the Holocaust Museum.

Planning Commission Reappointment
Scott Rubenstein's term on our Planning Commission/ZBA expired on December 31, 2024. Mayor Rosen will motion to reappoint him at Monday's meeting.

Miscellaneous

Resident Roz Richards hosted a Christmas lunch for all employees and retirees. Roz has a long history of cooking for Village employees and started out cooking for the Police night shift. She hosts a lunch for everyone each December and is so appreciative of the Village employees.

I hosted my annual Christmas lunch for the employees.

I have communicated with residents regarding thanks for goodies, complaints about Glen Acres redevelopment, Rumke, leaf collection, snow plowing complaints, and private street concerns.

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

Scot F. Lahrmer
Village Manager

5510 Pearl Road Ste 102
Parma, OH 44110
Office phone - (216) 575-1630
Fax - (216) 436-2411

Charles E. Harris & Associates, Inc.
Certified Public Accountants

MANAGEMENT LETTER

Village of Amberley
Hamilton County
7149 Ridge Road
Cincinnati, Ohio 45237

To the Village Council:

We have audited the financial statements of the Village of Amberley, Hamilton County, Ohio (the Village) in accordance with *Government Auditing Standards*, as of and for the years ended December 31, 2023 and 2022 and have issued our report thereon dated November 22, 2024.

Government Auditing Standards requires us to report significant internal control deficiencies, fraud (including noncompliance with laws and regulations), and also abuse and noncompliance with contracts and grant agreements that could directly and materially affect the determination of financial statement amounts. We have issued the required report dated November 22, 2024 for the years ended December 31, 2023 and 2022.

We are also submitting the following comments for your consideration regarding the Village's compliance with applicable laws, regulations, grant agreements, contract provisions and internal control. These comments reflect matters that do not require inclusion in the report *Government Auditing Standards* requires. Nevertheless, these comments represent matters for which we believe improvements in compliance or internal controls or operating efficiencies might be achieved. Due to the limited nature of our audit, we have not fully assessed the cost-benefit relationship of implementing these recommendations. However, these comments reflect our continuing desire to assist the Village. If you have any questions or concerns regarding these comments, please do not hesitate to contact us.

We would like to thank the Finance Administrator for her assistance during the audit.

We intend this report for the information and use of the Council, audit committee and management.

Charles E. Harris & Associates

Charles E. Harris & Associates, Inc.
November 22, 2024

Management Recommendation:

Adjustments and Reclassifications

The report filed by the Village for the year ending December 31, 2023 was incorrect due to the fact that two funds were mapped to the incorrect fund type during the year end close process. This caused the fund balance as of January 1, 2023 for the general fund to be understated by $272,919 and for the special revenue and fiduciary funds to be overstated by $269,545 and $3,374, respectively. In addition, it caused current year disbursements to be understated in the general fund and overrstated in the special revenue fund by $87,691.

We also noted that in 2022, $372,615 was transferred from the Local Fiscal Recovery Fund to the Street Construction, Maintenance and Repair Fund. Since this activity all occurred in the same year, it was adjusted to remove the transfer and reclassifiy to a Local Fiscal Recovery Fund expense.

Failing to file an accurate annual report could be a symptom of an inadequate system, inadequate training of personnel in understanding the accounting and reporting process, unposted or unreconciled records or other significant issues affecting the control environment.

We recommend that the Village prepare step by step year end close procedures that can be followed during the closeout process and that the report be reviewed by someone other than the person completing the report before it is uploaded to the Hinkle system. We also recommend that grant expenses be spent from the grant fund rather than transferring the money to another fund for expenditure.

VILLAGE OF AMBERLEY
HAMILTON COUNTY, OHIO

REGULAR AUDIT

FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022

Charles E. Harris
& Associates, Inc.
CPAs and Government Consultants

OHIO AUDITOR OF STATE
KEITH FABER

65 East State Street
Columbus, Ohio 43215
ContactUs@ohioauditor.gov
800-282-0370

Village Council
Village of Amberley
7149 Ridge Road
Cincinnati, OH 45237

We have reviewed the *Independent Auditor's Report* of the Village of Amberley, Hamilton County, prepared by Charles E. Harris & Associates, Inc., for the audit period January 1, 2022 through December 31, 2023. Based upon this review, we have accepted these reports in lieu of the audit required by Section 117.11, Revised Code. The Auditor of State did not audit the accompanying financial statements and, accordingly, we are unable to express, and do not express an opinion on them.

Our review was made in reference to the applicable sections of legislative criteria, as reflected by the Ohio Constitution, and the Revised Code, policies, procedures and guidelines of the Auditor of State, regulations and grant requirements. The Village of Amberley is responsible for compliance with these laws and regulations.

Keith Faber
Auditor of State
Columbus, Ohio

December 17, 2024

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VILLAGE OF AMBERLEY
HAMILTON COUNTY, OHIO
Regular Audit
For the Years Ended December 31, 2023 and 2022

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Parma, OH 44129
Charles E. Harris & Associates, Inc.
Certified Public Accountants
Office phone - (216) 575-1630
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INDEPENDENT AUDITOR'S REPORT

Village of Amberley
Hamilton County
7149 Ridge Road
Cincinnati, Ohio 45237

To the Village Council:

Report on the Audit of the Financial Statements

Unmodified and Adverse Opinions

We have audited the financial statements of the Village of Amberley, Hamilton County, Ohio (the Village), which comprise the cash balances, receipts and disbursements for each governmental and proprietary fund type and the fiduciary fund type as of and for the years ended December 31, 2023 and 2022 and the related notes to the financial statements.

Unmodified Opinion on Regulatory Basis of Accounting

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the cash balances, receipts and disbursements for each governmental and proprietary fund type and the fiduciary fund type as of and for the years ended December 31, 2023 and 2022 and the related notes to the financial statements, in accordance with the financial reporting provisions which Ohio Revised Code Section 117.38 and Ohio Administrative Code Section 117-2-03(C) permit, described in Note 2.

Adverse Opinion on U.S. Generally Accepted Accounting Principles

In our opinion, because of the significance of the matter discussed in the *Basis for Adverse Opinion on U.S. Generally Accepted Accounting Principles* section of our report, the accompanying financial statements do not present fairly, in accordance with accounting principles generally accepted in the United States of America, the financial position of the Village, as of December 31, 2023 and 2022, or the changes in financial position or cash flows thereof for the years then ended.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. We are required to be independent of the Village, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Basis for Adverse Opinion on U.S. Generally Accepted Accounting Principles

As described in Note 2 of the financial statements, the financial statements are prepared by the Village on the basis of the financial reporting provisions of Ohio Revised Code Section 117.38 and Ohio Administrative Code Section 117-2-03(C), which is an accounting basis other than accounting principles generally accepted in the United States of America (GAAP), to satisfy these requirements.

The effects on the financial statements of the variances between the regulatory basis of accounting described in Note 2 and accounting principles generally accepted in the United States of America, although not reasonably determinable, are presumed to be material and pervasive.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with the financial reporting provisions Ohio Revised Code Section 117.38 and Ohio Administrative Code Section 117-2-03(C) permit. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Village's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and the financial audit standards in the Comptroller General of the United States' *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we

- exercise professional judgment and maintain professional skepticism throughout the audit.

- identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Village's internal control. Accordingly, no such opinion is expressed.

- evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Village's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated November 22, 2024, on our consideration of the Village's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Village's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Village's internal control over financial reporting and compliance.

Charles E. Harris & Associates

Charles E. Harris & Associates, Inc.
November 22, 2024

VILLAGE OF AMBERLEY
HAMILTON COUNTY
COMBINED STATEMENT OF RECEIPTS, DISBURSEMENTS, AND CHANGES IN FUND BALANCES (REGULATORY CASH BASIS)
All Governmental Fund Types
For the Year Ended December 31, 2023

	Governmental Fund Types			Totals-
	General	Special Revenue	Capital Projects	(Memorandum Only)
Cash Receipts:				
Property Taxes	$ 1,199,488	$ 1,247,537	$ -	$ 2,447,025
Municipal Income Tax	3,916,495	-	-	3,916,495
Intergovernmental	760,017	591,183	-	1,351,200
Special Assessments	1,679	-	-	1,679
Charges for Services	357,916	-	-	357,916
Fines, Licenses and Permits	190,351	44,788	-	235,139
Earnings on Investments	76,852	14,533	-	91,385
Miscellaneous	39,891	346,328	-	386,219
Total Cash Receipts	6,542,689	2,244,369	-	8,787,058
Cash Disbursements:				
Current:				
Security of Persons & Property	2,898,581	1,527,634	-	4,426,215
Public Health Services	220,061	-	-	220,061
Leisure Time Activities	87	-	-	87
Basic Utility Services	235,083	-	-	235,083
Transportation	1,078,612	1,222,867	-	2,301,479
General Government	1,792,645	2,187	-	1,794,832
Capital Outlay	-	15,325	465,344	480,669
Total Cash Disbursements	6,225,069	2,768,013	465,344	9,458,426
Total Receipts Over/(Under) Disbursements	317,620	(523,644)	(465,344)	(671,368)
Other Financing Receipts (Disbursements):				
Sale of Capital Asset	3,500	-	-	3,500
Transfer in	-	200,000	485,000	685,000
Transfer out	(685,000)	-	-	(685,000)
Total Other Financing Receipts (Disbursements)	(681,500)	200,000	485,000	3,500
Net Change in Fund Cash Balances	(363,880)	(323,644)	19,656	(667,868)
Fund Cash Balances, January 1, 2023 (restated)	6,490,352	1,635,553	212,524	8,338,429
Fund Cash Balances, December 31, 2023	$ 6,126,472	$ 1,311,909	$ 232,180	$ 7,670,561

See Accompanying Notes to the Financial Statements.

VILLAGE OF AMBERLEY
HAMILTON COUNTY
STATEMENT OF RECEIPTS, DISBURSEMENTS, AND CHANGES IN FUND BALANCES (REGULATORY CASH BASIS)
PROPRIETARY FUND TYPE
For the Year Ended December 31, 2023

	Enterprise
Operating Cash Receipts	
Charges for Services	$ 201,181
Total Operating Cash Receipts	201,181
Operating Cash Disbursements	
Personal Services	6,420
Fringe Benefits	1,161
Contractual Services	42,804
Total Operating Cash Disbursements	50,385
Operating Income	150,796
Non-Operating Receipts (Disbursements):	
Earnings on Investments	1,511
Capital Outlay	(92,574)
Total Non-Operating Receipts (Disbursements)	(91,063)
Net Change in Fund Cash Balance	59,733
Fund Cash Balance, January 1, 2023	116,880
Fund Cash Balance, December 31, 2023	$ 176,613

See Accompanying Notes to the Financial Statements.

VILLAGE OF AMBERLEY
HAMILTON COUNTY
STATEMENT OF ADDITIONS, DEDUCTIONS AND
CHANGE IN FUND BALANCE (REGULATORY CASH BASIS)
FIDUCIARY FUND
For the Year Ended December 31, 2023

		Custodial
Additions		
Property and Other Local Taxes Collected for Distribution	$	1,104,529
Charges for Services		12,975
Other Amounts Collected for Distribution		203,691
Total Additions		1,321,195
Deductions		
Distributions to Other Governments		970,926
Distrbutions to Other Funds (Primary Government)		209,215
Distributions on Behalf of Employees		71,336
Other Distributions		66,457
Total Deductions		1,317,934
Net Change in Fund Balance		3,261
Fund Cash Balance, January 1, 2023 (restated)		172,587
Fund Cash Balance, December 31, 2023	$	175,848

See Accompanying Notes to the Financial Statements.

Note 1 – Reporting Entity

The Village of Amberley (the Village), Hamilton County, is a body politic and corporate established to exercise the rights and privileges conveyed to it by the constitution and laws of the State of Ohio. A publicly elected seven-member Council (including Mayor) directs the Village. The Village provides general governmental services, park maintenance, street maintenance, fire and police services and sewer services. The Village contracts with the City of Reading to receive EMS services.

Jointly Governed Organization and Public Entity Risk Pool

The Village participates in a jointly governed organization and a public entity risk pool. Notes 9 and 6 to the financial statements provide additional information for these entities.

The Village's management believes these financial statements present all activities for which the Village is financially accountable.

Note 2 – Summary of Significant Accounting Policies

Basis of Presentation

The Village's financial statements consist of a combined statement of receipts, disbursements, and changes in fund balances (regulatory cash basis) for all governmental fund types, a statement of receipts, disbursements, and changes in fund balances (regulatory cash basis) for the proprietary fund type and a statement of additions, deductions and changes in fund balances (regulatory cash basis) for the fiduciary fund type, which are all organized on a fund type basis.

Fund Accounting

The Village uses funds to maintain its financial records during the year. A fund is defined as a fiscal and accounting entity with a self-balancing set of accounts. The funds of the Village are presented below:

General Fund The general fund accounts for and reports all financial resources not accounted for and reported in another fund. The general fund balance is available to the Village for any purpose provided it is expended or transferred according to the general laws of Ohio.

Special Revenue Funds These funds account for and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes other than debt service or capital projects. The Village had the following significant Special Revenue Funds:

> ***Street Construction Maintenance and Repair*** The street construction maintenance and repair fund accounts for and reports that portion of the State gasoline tax and motor vehicle license registration fees restricted for construction, maintenance, and repair of streets within the Village.
>
> ***Police Levy Fund*** This fund receives monies collected from a special levy to fund a large portion of police personnel expenses.

Note 2 - Summary of Significant Accounting Policies – (Continued)

Capital Project Funds These funds account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlays, including the acquisition or construction of capital facilities and other capital assets. The Village had the following significant capital project fund:

Capital Projects Fund This fund receives monies transferred from the Village's General Fund to purchase capital assets and fund capital improvements.

Enterprise Funds These funds account for operations that are similar to private business enterprises, where management intends to recover the significant costs of providing certain goods or services through user charges. The Village had the following significant Enterprise Fund:

Storm Water Utility Fund This fund receives charges for services from residents to cover repair and maintenance costs of stormwater basins.

Fiduciary Funds Fiduciary funds include custodial funds. Custodial funds are purely custodial in nature and are used to hold resources for individuals, organizations, or other governments. The Village disburses these funds as directed by the individual, organization, or other government. They are used to report fiduciary activity that is not required to be reported in a trust fund. The Village had the following significant custodial funds:

Mayor's Court Fund This fund accounts for the collection and distribution of court fines and forfeitures.

Kenwood Southwest JEDZ Custodial Fund This fund collects and disburses monies in accordance with a contract agreement with Sycamore Township to create a joint economic development zone.

Employee Health Insurance Fund This fund collects payroll deductions from employees for their share of employee health insurance and disburses those funds to the third-party health insurer. This fund also receives payment of COBRA insurance premiums for the continuation of insurance under the COBRA plan. Receipts are designated as other amounts collected for distributions and disbursements are designated as distributions on behalf of employees.

Basis of Accounting

These financial statements follow the accounting basis permitted by the financial reporting provisions of Ohio Revised Code Section 117.38 and Ohio Administrative Code Section 117-2-03 (C). This basis is similar to the cash receipts and disbursements accounting basis. The Village recognizes receipts when received in cash rather than when earned and recognizes disbursements when paid rather than when a liability is incurred. Budgetary presentations report budgetary expenditures when a commitment is made (i.e., when an encumbrance is approved).

These statements include adequate disclosure of material matters, as the financial reporting provisions of Ohio Revised Code Section 117.38 and Ohio Administrative Code Section 117-2-03 (C) permit.

Note 2 - Summary of Significant Accounting Policies – (Continued)

Budgetary Process

The Ohio Revised Code requires that each fund (except certain custodial funds) be budgeted annually.

Appropriations Budgetary expenditures (that is, disbursements and encumbrances) may not exceed appropriations at the fund, function, or object level of control and appropriations may not exceed estimated resources. The Village Council must annually approve appropriation measures and subsequent amendments. Unencumbered appropriations lapse at year end.

Estimated Resources Estimated resources include estimates of cash to be received (budgeted receipts) plus unencumbered cash as of January 1. The County Budget Commission must approve estimated resources.

Encumbrances The Ohio Revised Code requires the Village to reserve (encumber) appropriations when individual commitments are made. Encumbrances outstanding at year end are carried over, and need not be re-appropriated.

A summary of 2023 budgetary activity appears in Note 3.

Deposits and Investments

The Village's accounting basis includes investments in the fund cash balances. This basis does not record disbursements for investment purchases or receipts for investment sales. This basis records gains or losses at the time of sale as receipts or disbursements, respectively. The Village values U.S. Treasury Notes at cost.

Capital Assets

The Village records disbursements for acquisitions of property, plant, and equipment when paid. The accompanying financial statements do not report these items as assets.

Accumulated Leave

In certain circumstances, such as upon leaving employment, employees are entitled to cash payments for unused leave. The financial statements do not include a liability for unpaid leave.

SBITAs

The Village has entered into noncancelable Subscription-Based Information Technology Arrangements (SBITA) contracts (as defined by GASB 96) for several types of software including contracts related to financial systems and various other software. Subscription disbursements are recognized when they are paid.

Note 2 - Summary of Significant Accounting Policies – (Continued)

Settlement Monies

Ohio has reached settlement agreements with various distributors of opioids which are subject to the OneOhio memorandum of understanding. The original settlement was reached in 2021 with annual payments anticipated through 2038. For 2023, distributions of $6,612 are reflected as intergovernmental receipts in the OneOhio Opioid Settlement Fund in the accompanying financial statements.

Fund Balance

Fund balance is divided into five classifications based primarily on the extent to which the Village must observe constraints imposed upon the use of its governmental-fund resources. The classifications are as follows:

> ***Nonspendable*** The Village classifies assets as *nonspendable* when legally or contractually required to maintain the amounts intact. For regulatory purposes non-spendable fund balance includes unclaimed monies that are required to be held for five years before they may be utilized by the Village.
>
> ***Restricted*** Fund balance is *restricted* when constraints placed on the use of resources are either externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments; or is imposed by law through constitutional provisions.
>
> ***Committed*** Council can *commit* amounts via formal action (ordinance or resolution). The Village must adhere to these commitments unless the Council amends the ordinance or resolution. Committed fund balance also incorporates contractual obligations to the extent that existing resources in the fund have been specifically committed to satisfy contractual requirements.
>
> ***Assigned*** Assigned fund balances are intended for specific purposes but do not meet the criteria to be classified as *restricted* or *committed*. For regulatory purposes, assigned fund balance in the general fund is limited to encumbrances outstanding at year end.
>
> ***Unassigned*** Unassigned fund balance is the residual classification for the general fund and includes amounts not included in the other classifications. In other governmental funds, the unassigned classification is used only to report a deficit balance.

The Village applies restricted resources first when expenditures are incurred for purposes for which either restricted or unrestricted (committed, assigned, and unassigned) amounts are available. Similarly, within unrestricted fund balance, committed amounts are reduced first followed by assigned, and then unassigned amounts when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

For regulatory purposes, limited disclosure related to fund balances is included in Note 10.

Note 3 – Budgetary Activity

Budgetary activity for the year ending December 31, 2023 follows:

2023 Budgeted vs. Actual Receipts

Fund Type	Budgeted Receipts	Actual Receipts	Variance
General	$6,161,030	$6,546,189	$385,159
Special Revenue	2,118,746	2,444,369	325,623
Capital Projects	485,000	485,000	-
Enterprise	200,000	202,692	2,692

2023 Budgeted vs. Actual Budgetary Basis Disbursements

Fund Type	Appropriation Authority	Budgetary Disbursements	Variance
General	$7,320,586	$7,026,765	$293,821
Special Revenue	3,371,299	2,822,963	548,336
Capital Projects	611,175	563,144	48,031
Enterprise	216,885	142,997	73,888

Note 4 – Deposits and Investments

To improve cash management, cash received by the Village is pooled. Monies for all funds are maintained in this pool. The Ohio Revised Code prescribes allowable deposits and investments. A summary of the Village's deposit and investment accounts is as follows:

	2023
Cash Management Pool:	
Demand deposits	$1,039,970
Certificates of deposit	4,247,875
Total deposits	5,287,845
U.S. Treasury Notes	2,735,177
Total Deposits and Investments	$8,023,022

The Village does not use a separate payroll clearing account. The expenditures included in the accompanying financial statement reflect net payroll plus all remitted payroll withholdings. At December 31, 2023, the Village is holding $36,101.76 in unremitted employee payroll withholdings.

Note 4 – Deposits and Investments – (Continued)

Deposits

Deposits are insured by the Federal Deposit Insurance Corporation or collateralized through the Ohio Pooled Collateral System (OPCS), a collateral pool of eligible securities deposited with a qualified trustee and pledged to the Treasurer of State to secure the repayment of all public monies deposited in the financial institution.

Investments

The Federal Reserve holds the Village's U.S. Treasury Notes in book-entry form, in the name of the Village's financial institution. The financial institution maintains records identifying the Village as owner of these securities.

Note 5 – Taxes

Property Taxes

Real property taxes become a lien on January 1 preceding the October 1 date for which the Council adopted tax rates. The State Board of Tax Equalization adjusts these rates for inflation. Property taxes are also reduced for applicable non-business, owner occupancy, and homestead exemption credits and/or homestead and rollback deductions. The financial statements include these credits and/or deduction amounts the State pays as Intergovernmental Receipts. Payments are due to the County by December 31. If the property owner elects to pay semiannually, the first half is due January 31. The second half payment is due the following June 20.

Public utilities are also taxed on personal and real property located within the Village.

The County is responsible for assessing property and for billing, collecting, and distributing all property taxes on behalf of the Village.

Income Taxes

The Village levies a municipal income tax of 2 percent on substantially all earned income arising from employment, residency, or business activities within the Village as well as certain income of residents earned outside of the Village.

Employers within the Village withhold income tax on employee compensation and remit the tax to the Village either monthly or quarterly, as required. Corporations and other individual taxpayers pay estimated taxes quarterly and file a declaration annually.

Note 6 – Risk Management

Workers' Compensation

Workers' Compensation coverage is provided by the State of Ohio. The Village pays the State Workers' Compensation System a premium based on a rate per $100 of salaries. This rate is calculated based on accident history and administrative costs.

Commercial Insurance

The Village has obtained commercial insurance for the following risks:

- Comprehensive property and general liability;
- Vehicles;
- Errors and omissions; and
- Cyber Security

Settlement amounts did not exceed insurance coverage for the past three years. Limits have not been reduced from prior years.

Risk Pool Membership

The Village is a member of the Center for Local Governments Benefits Pool (Benefits Pool), a public entity shared risk pool. The Benefits Pool's primary purpose and objective is establishing and carrying out a cost-effective health program for its member organizations. Each member is entitled to appoint one Director on the Board of Directors.

The Jefferson Health Plan serves as the fiscal agent for the Benefits Pool. The Benefits Pool contracts with The Jefferson Health Plan, a risk-sharing, claim servicing, and insurance purchasing pool, comprised of 75 members, including two insurance consortiums. Each participant appoints a member of the insurance plan's assembly. The Benefits Pool's business and affairs are conducted by a nine-member Board of Directors elected from the assembly. The Benefits Pool offers medical, dental, and prescription drug coverage to the members, with the opportunity to choose from several different benefit plans. The Benefits Pool is responsible for claims up to $150,000 per individual. Benefits Pool participants also participate in a shared risk internal pool for individual claims between $150,000 and $500,000, and all claims within this range are paid from the shared internal risk pool. For all individual claims exceeding $500,000, stop loss coverage is purchased. All Benefits Pool participants also pay a monthly administrative fee for fiscal services and third-party administrative services.

In the event that the Village would withdraw from the Benefits Pool, the Village would be required to give 90 day written notice prior to the effective date of withdrawal, and be responsible for any current payments due as well as the Village's share of any reserve deficit of the Benefits Pool. To obtain information for the Benefits Pool, write to the fiscal agent, The Jefferson Health Plan, 2023 Sunset Boulevard, Steubenville, Ohio 43952.

Note 7 – Defined Benefit Pension Plans

Ohio Public Employees Retirement System

Some Village employees belong to the Ohio Public Employees Retirement System (OPERS). OPERS is a cost-sharing, multiple-employer plan. The Ohio Revised Code prescribes this plan's benefits, which include post-retirement health care and survivor and disability benefits.

The Ohio Revised Code also prescribes contribution rates. OPERS members contributed 10 percent of their gross salaries, and the Village contributed and amount equaling 14 percent of participants' gross salaries. The Village has paid all contributions required through December 31, 2023.

Ohio Police and Fire Retirement System

The Village's full-time Police Officers belong to the Ohio Police and Fire Pension Fund (OP&F). OP&F is a cost-sharing, multiple-employer plan. The Ohio Revised Code prescribes this plan's benefits, which include post-retirement health care and survivor and disability benefits.

The Ohio Revised Code also prescribes contribution rates. OP&F participants contributed 12.25 percent of their wages. The Village contributed to OP&F an amount equal to 19.5 percent of full-time police members' wages. The Village has paid all contributions required through December 31, 2023.

Note 8 – Post-employment Benefits

Both OPERS and OP&F offer cost-sharing, multiple-employer defined benefit post-employment plans. OPERS offers a health reimbursement arrangement (HRA) allowance to benefit recipients meeting certain age and service requirements. The HRA is an account funded by OPERS that provides tax-free reimbursement for qualified medical expenses such as monthly post-tax insurance premiums, deductibles, co-insurance, and co-pays incurred by eligible benefit recipients and their dependents. OP&F uses a stipend-based health care model. A stipend funded by OP&F is placed in individual Health Reimbursement Accounts that retirees use to be reimbursed for health care expenses. For calendar year 2023, the portion of OPERS employer contributions allocated to health care was 0 percent for members in the traditional pension plan and 2 percent for members in the combined plan. For 2023, the portion of employer contributions OPERS allocated to health care for members in the member-directed plan was 4.0 percent however, a portion of the health care rate was funded with reserves. OP&F contributes 0.5 percent to fund these benefits.

Note 9 – Jointly Governed Organizations

The Village and Sycamore Township entered into an agreement to form a Joint Economic Development Zone (JEDZ) in 2013. Amberley administers and collects an income tax assessed by the JEDZ and remits approximately 90% of the collections to Sycamore Township, which in turn provides improvement to the property within the boundaries of the JEDZ. Collections are reflected in the Custodial funds as inter-governmental receipts and disbursements to Sycamore Township are reflected as Distribution to Other Governments.

Note 10 – Fund Balances

Included in fund balance are amounts the Village cannot spend, including the balance of unclaimed monies which cannot be spent for five years. Encumbrances are commitments related to unperformed contracts for goods or services. Encumbrance accounting is utilized to the extent necessary to assure effective budgetary control and accountability and to facilitate effective cash planning and control. At year end the balances of these amounts were as follows:

Fund Balances	General	Special Revenue	Capital Projects
Nonspendable:			
Unclaimed Monies	$ 3,519	$ -	$ -
Outstanding Encumbrances	116,696	54,950	97,800
Total	$ 120,215	$ 54,950	$ 97,800

The fund balance of special revenue funds is either restricted or committed. The fund balance of the capital projects fund is restricted, committed, or assigned. These restricted, committed and assigned amounts in the special revenue and capital projects include the outstanding encumbrances. In the general fund, outstanding encumbrances are considered assigned.

Note 11 – COVID-19

The United States and the State of Ohio declared a state of emergency in March 2020 due to the COVID-19 pandemic. Ohio's state of emergency ended in June 2021 while the national state of emergency ended in April 2023. The Village will continue to spend available COVID-19 funding consistent with the applicable program guidelines.

Note 12 – Restated Fund Balance

The Village voided a check written prior to 2023 in 2023 and deposited a check to the incorrect fund during 2022 and corrected it in 2023. Therefore, the beginning fund balance for 2023 is restated as follows:

	General Fund	Fiduciary Fund
Fund Balance as previously reported	$6,489,471	$172,557
Adjustment for check written prior to 2023 and voided in 2023	911	-
Correction of deposit made to the incorrect fund	(30)	30
Restated Fund Balance	$6,490,352	$172,587

VILLAGE OF AMBERLEY
HAMILTON COUNTY
COMBINED STATEMENT OF RECEIPTS, DISBURSEMENTS, AND
CHANGES IN CASH BALANCES (REGULATORY CASH BASIS)
All Governmental Fund Types
For the Year Ended December 31, 2022

	Governmental Fund Types			Totals-
	General	Special Revenue	Capital Projects	(Memorandum Only)
Cash Receipts:				
Property Taxes	$ 1,187,566	$ 1,253,344	$ -	$ 2,440,910
Municipal Income Tax	3,541,521	-	-	3,541,521
Intergovernmental	607,558	614,220	-	1,221,778
Special Assessments	829	-	-	829
Charges for Services	392,141	-	-	392,141
Fines, Licenses and Permits	191,064	12,252	-	203,316
Earnings on Investments	38,024	9,470	-	47,494
Miscellaneous	458,741	92,926	-	551,667
Total Cash Receipts	6,417,444	1,982,212	-	8,399,656
Cash Disbursements:				
Current:				
Security of Persons & Property	2,764,216	1,393,531	-	4,157,747
Public Health Services	210,216	-	-	210,216
Leisure Time Activities	1,171	-	-	1,171
Community Environment	-	2,430	-	2,430
Basic Utility Services	276,192	-	-	276,192
Transportation	1,010,115	766,328	-	1,776,443
General Government	1,412,422	30,728	-	1,443,150
Capital Outlay	-	14,150	149,879	164,029
Total Cash Disbursements	5,674,332	2,207,167	149,879	8,031,378
Total Receipts Over/(Under) Disbursements	743,112	(224,955)	(149,879)	368,278
Other Financing Receipts (Disbursements):				
Sale of Capital Assets	21,265	-	-	21,265
Transfers in	-	372,620	263,600	636,220
Transfers out	(895,930)	-	-	(895,930)
Other Financing Uses	(3,930)	-	-	(3,930)
Total Other Financing Receipts (Disbursements)	(878,595)	372,620	263,600	(242,375)
Net Change in Fund Cash Balances	(135,483)	147,665	113,721	125,903
Fund Cash Balances, January 1, 2022 (restated)	6,624,954	1,487,888	98,803	8,211,645
Fund Cash Balances, December 31, 2022	$ 6,489,471	$ 1,635,553	$ 212,524	$ 8,337,548

See Accompanying Notes to the Financial Statements.

VILLAGE OF AMBERLEY
HAMILTON COUNTY
STATEMENT OF RECEIPTS, DISBURSEMENTS, AND CHANGES IN FUND BALANCES (REGULATORY CASH BASIS)
PROPRIETARY FUND TYPE
For the Year Ended December 31, 2022

	Enterprise
Operating Cash Receipts	
Charges for Services	$ 216,838
Total Operating Cash Receipts	216,838
Operating Cash Disbursements	
Personal Services & Employee Benefits	3,232
Fringe Benefits	494
Contractual Services	27,339
Total Operating Cash Disbursements	31,065
Operating Income	185,773
Non-Operating Receipts (Disbursements):	
Earnings on Investments	1,673
Miscellaneous Receipts	100,000
Capital Outlay	(745,258)
Total Non-Operating Receipts (Disbursements)	(643,585)
Income (Loss) before Transfers	(457,812)
Transfers In	259,710
Net Change in Fund Cash Balance	(198,102)
Fund Cash Balance, January 1, 2022	314,982
Fund Cash Balance, December 31, 2022	$ 116,880

See Accompanying Notes to the Financial Statements.

VILLAGE OF AMBERLEY
HAMILTON COUNTY
STATEMENT OF ADDITIONS, DEDUCTIONS AND CHANGE IN FUND BALANCE (REGULATORY CASH BASIS)
FIDUCIARY FUND TYPE
For the Year Ended December 31, 2022

	Custodial
Additions	
Property and Other Local Taxes Collected for Distribution	$ 1,066,773
Other Amounts Collected for Distribution	220,056
Total Additions	1,286,829
Deductions	
Distributions to Other Governments	953,209
Distrbutions to Other Funds (Primary Government)	212,529
Distributions on Behalf of Employees	76,028
Other Distributions	59,260
Total Deductions	1,301,026
Net Change in Fund Balance	(14,197)
Fund Cash Balance, January 1, 2022	186,754
Fund Cash Balance, December 31, 2022	$ 172,557

See Accompanying Notes to the Financial Statements.

Note 1 – Reporting Entity

The Village of Amberley (the Village), Hamilton County, is a body politic and corporate established to exercise the rights and privileges conveyed to it by the constitution and laws of the State of Ohio. A publicly elected seven-member Council (including Mayor) directs the Village. The Village provides general governmental services, park maintenance, street maintenance, fire and police services and sewer services. The Village contracts with the City of Reading to receive EMS services.

Jointly Governed Organization and Public Entity Risk Pool

The Village participates in a jointly governed organization and a public entity risk pool. Notes 9 and 6 to the financial statements provide additional information for these entities.

The Village's management believes these financial statements present all activities for which the Village is financially accountable.

Note 2 – Summary of Significant Accounting Policies

Basis of Presentation

The Village's financial statements consist of a combined statement of receipts, disbursements, and changes in fund balances (regulatory cash basis) for all governmental fund types, a statement of receipts, disbursements, and changes in fund balance (regulatory cash basis) for the proprietary fund type and a statement of additions, deductions and changes in fund balances (regulatory cash basis) for the fiduciary fund type, which are all organized on a fund type basis.

Fund Accounting

The Village uses funds to maintain its financial records during the year. A fund is defined as a fiscal and accounting entity with a self-balancing set of accounts. The funds of the Village are presented below:

General Fund The general fund accounts for and reports all financial resources not accounted for and reported in another fund. The general fund balance is available to the Village for any purpose provided it is expended or transferred according to the general laws of Ohio.

Special Revenue Funds These funds account for and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes other than debt service or capital projects. The Village had the following significant Special Revenue Funds:

> ***Street Construction Maintenance and Repair*** The street construction maintenance and repair fund accounts for and reports that portion of the State gasoline tax and motor vehicle license registration fees restricted for construction, maintenance, and repair of streets within the Village.
>
> ***Police Levy Fund*** This fund receives monies collected from a special levy to fund a large portion of police personnel expenses.

Note 2 – Summary of Significant Accounting Policies – (Continued)

Fund Accounting - Continued

Capital Project Funds These funds account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlays, including the acquisition or construction of capital facilities and other capital assets. The Village had the following significant capital project fund:

> ***Capital Projects Fund*** This fund receives monies transferred from the Village's General Fund to purchase capital assets and fund capital improvements.

Enterprise Funds These funds account for operations that are similar to private business enterprises, where management intends to recover the significant costs of providing certain goods or services through user charges. The Village had the following significant Enterprise Fund:

> ***Storm Water Utility Fund*** This fund receives charges for services from residents to cover repair and maintenance costs of stormwater basins.

Fiduciary Funds Fiduciary funds include custodial funds. Custodial funds are purely custodial in nature and are used to hold resources for individuals, organizations, or other governments. The Village disburses these funds as directed by the individual, organization, or other government. They are used to report fiduciary activity that is not required to be reported in a trust fund. The Village had the following significant custodial funds:

> ***Mayor's Court Fund*** This fund accounts for the collection and distribution of court fines and forfeitures.

> ***Kenwood Southwest JEDZ Custodial Fund*** This fund collects and disburses monies in accordance with a contract agreement with Sycamore Township to create a joint economic development zone.

> ***Employee Health Insurance Fund*** This fund collects payroll deductions from employees for their share of employee health insurance and disburses those funds to the third-party health insurer. Receipts are designated as other amounts collected for distributions and disbursements are designated as distributions on behalf of employees.

Basis of Accounting

These financial statements follow the accounting basis permitted by the financial reporting provisions of Ohio Revised Code Section 117.38 and Ohio Administrative Code Section 117-2-03 (C). This basis is similar to the cash receipts and disbursements accounting basis. Council recognizes receipts when received in cash rather than when earned and recognizes disbursements when paid rather than when a liability is incurred. Budgetary presentations report budgetary expenditures when a commitment is made (i.e., when an encumbrance is approved).

These statements include adequate disclosure of material matters, as the financial reporting provisions of Ohio Revised Code Section 117.38 and Ohio Administrative Code Section 117-2-03 (C) permit.

Note 2 - Summary of Significant Accounting Policies – (Continued)

Budgetary Process

The Ohio Revised Code requires that each fund (except certain custodial funds) be budgeted annually.

Appropriations Budgetary expenditures (that is, disbursements and encumbrances) may not exceed appropriations at the fund, function, or object level of control and appropriations may not exceed estimated resources. The Village Council must annually approve appropriation measures and subsequent amendments. Unencumbered appropriations lapse at year end.

Estimated Resources Estimated resources include estimates of cash to be received (budgeted receipts) plus unencumbered cash as of January 1. The County Budget Commission must approve estimated resources.

Encumbrances The Ohio Revised Code requires the Village to reserve (encumber) appropriations when individual commitments are made. Encumbrances outstanding at year end are carried over, and need not be re-appropriated.

A summary of 2022 budgetary activity appears in Note 3.

Deposits and Investments

The Village's accounting basis includes investments in the fund cash balances. This basis does not record disbursements for investment purchases or receipts for investment sales. This basis records gains or losses at the time of sale as receipts or disbursements, respectively.

Capital Assets

The Village records disbursements for acquisitions of property, plant, and equipment when paid. The accompanying financial statements do not report these items as assets.

Accumulated Leave

In certain circumstances, such as upon leaving employment, employees are entitled to cash payments for unused leave. The financial statements do not include a liability for unpaid leave.

Fund Balance

Fund balance is divided into five classifications based primarily on the extent to which the Village must observe constraints imposed upon the use of its governmental-fund resources. The classifications are as follows:

> ***Nonspendable*** The Village classifies assets as *nonspendable* when legally or contractually required to maintain the amounts intact. For regulatory purposes non-spendable fund balance includes unclaimed monies that are required to be held for five years before they may be utilized by the Village.

Note 2 - Summary of Significant Accounting Policies – (Continued)

Restricted Fund balance is *restricted* when constraints placed on the use of resources are either externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments; or is imposed by law through constitutional provisions.

Committed Council can *commit* amounts via formal action (ordinance or resolution). The Village must adhere to these commitments unless the Council amends the ordinance or resolution. Committed fund balance also incorporates contractual obligations to the extent that existing resources in the fund have been specifically committed to satisfy contractual requirements.

Assigned Assigned fund balances are intended for specific purposes but do not meet the criteria to be classified as *restricted* or *committed*. For regulatory purposes, assigned fund balance in the general fund is limited to encumbrances outstanding at year end.

Unassigned Unassigned fund balance is the residual classification for the general fund and includes amounts not included in the other classifications. In other governmental funds, the unassigned classification is used only to report a deficit balance.

The Village applies restricted resources first when expenditures are incurred for purposes for which either restricted or unrestricted (committed, assigned, and unassigned) amounts are available. Similarly, within unrestricted fund balance, committed amounts are reduced first followed by assigned, and then unassigned amounts when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

For regulatory purposes, limited disclosure related to fund balances is included in Note 10.

Note 3 – Budgetary Activity

Budgetary activity for the year ending December 31, 2022 follows:

2022 Budgeted vs. Actual Receipts

Fund Type	Budgeted Receipts	Actual Receipts	Variance
General	$5,802,323	$6,438,709	$636,386
Special Revenue	2,716,564	2,354,832	(361,732)
Capital Projects	263,600	263,600	-
Enterprise	578,190	578,221	31

2022 Budgeted vs. Actual Budgetary Basis Disbursements

Fund Type	Appropriation Authority	Budgetary Disbursements	Variance
General	$6,955,383	$6,655,612	$299,771
Special Revenue	3,927,766	3,419,677	508,089
Capital Projects	354,138	276,054	78,084
Enterprise	807,881	793,208	14,673

Note 4 – Deposits and Investments

To improve cash management, cash received by the Village is pooled. Monies for all funds are maintained in this pool. The Ohio Revised Code prescribes allowable deposits and investments. A summary of the Village's deposit and investment accounts is as follows:

	2022
Cash Management Pool:	
Demand deposits	$644,310
Certificates of deposit	4,997,875
Total deposits	5,642,185
U.S. Treasury Notes	2,984,800
Total Deposits and Investments	$8,626,985

The Village does not use a separate payroll clearing account. The expenditures included in the accompanying financial statement reflect net payroll plus all remitted payroll withholdings. At December 31, 2022, the Village is holding no unremitted employee payroll withholdings.

Deposits

Deposits are insured by the Federal Deposit Insurance Corporation or collateralized through the Ohio Pooled Collateral System (OPCS), a collateral pool of eligible securities deposited with a qualified trustee and pledged to the Treasurer of State to secure the repayment of all public monies deposited in the financial institution.

Investments

The Federal Reserve holds the Village's U.S. Treasury Notes in book-entry form, in the name of the Village's financial institution. The financial institution maintains records identifying the Village as owner of these securities.

Note 5 – Taxes

Property Taxes

Real property taxes become a lien on January 1 preceding the October 1 date for which the Council adopted tax rates. The State Board of Tax Equalization adjusts these rates for inflation. Property taxes are also reduced for applicable non-business, owner occupancy, and homestead exemption credits and/or homestead and rollback deductions. The financial statements include these credits and/or deduction amounts the State pays as Intergovernmental Receipts. Payments are due to the County by December 31. If the property owner elects to pay semiannually, the first half is due January 31. The second half payment is due the following June 20.

Public utilities are also taxed on personal and real property located within the Village.

The County is responsible for assessing property and for billing, collecting, and distributing all property taxes on behalf of the Village.

Note 5 – Taxes – (Continued)

Income Taxes

The Village levies a municipal income tax of 2 percent on substantially all earned income arising from employment, residency, or business activities within the Village as well as certain income of residents earned outside of the Village.

Employers within the Village withhold income tax on employee compensation and remit the tax to the Village either monthly or quarterly, as required. Corporations and other individual taxpayers pay estimated taxes quarterly and file a declaration annually.

Note 6 – Risk Management

Workers' Compensation

Workers' Compensation coverage is provided by the State of Ohio. The Village pays the State Workers' Compensation System a premium based on a rate per $100 of salaries. This rate is calculated based on accident history and administrative costs.

Commercial Insurance

The Village has obtained commercial insurance for the following risks:

- Comprehensive property and general liability;
- Vehicles;
- Errors and omissions; and
- Cyber Security

Settlement amounts did not exceed insurance coverage for the past three years. Limits have not been reduced from prior years.

Risk Pool Membership

The Village is a member of the Center for Local Governments Benefits Pool (Benefits Pool), a public entity shared risk pool. The Benefits Pool's primary purpose and objective is establishing and carrying out a cost-effective health program for its member organizations. Each member is entitled to appoint one Director on the Board of Directors.

The Jefferson Health Plan serves as the fiscal agent for the Benefits Pool. The Benefits Pool contracts with The Jefferson Health Plan, a risk-sharing, claim servicing, and insurance purchasing pool, comprised of 75 members, including two insurance consortiums. Each participant appoints a member of the insurance plan's assembly. The Benefits Pool's business and affairs are conducted by a nine-member Board of Directors elected from the assembly. The Benefits Pool offers medical, dental, and prescription drug coverage to the members, with the opportunity to choose from several different benefit plans. The Benefits Pool is responsible for claims up to $150,000 per individual. Benefits Pool participants also participate in a shared risk internal pool for individual claims between $150,000 and $500,000, and all claims within this range are paid from the shared internal risk pool. For all individual claims exceeding $500,000, stop loss coverage

Note 6 – Risk Management – (Continued)

Risk Pool Membership – continued

is purchased. All Benefits Pool participants also pay a monthly administrative fee for fiscal services and third-party administrative services.

In the event that the Village would withdraw from the Benefits Pool, the Village would be required to give 90 day written notice prior to the effective date of withdrawal, and be responsible for any current payments due as well as the Village's share of any reserve deficit of the Benefits Pool. To obtain information for the Benefits Pool, write to the fiscal agent, The Jefferson Health Plan, 2023 Sunset Boulevard, Steubenville, Ohio 43952.

Note 7 – Defined Benefit Pension Plans

Ohio Public Employees Retirement System

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The Ohio Revised Code also prescribes contribution rates. OPERS members contributed 10 percent of their gross salaries, and the Village contributed an amount equaling 14 percent of participants' gross salaries. The Village has paid all contributions required through December 31, 2022.

Ohio Police and Fire Retirement System

The Village's full-time Police Officers belong to the Ohio Police and Fire Pension Fund (OP&F). OP&F is a cost-sharing, multiple-employer plan. The Ohio Revised Code prescribes this plan's benefits, which include post-retirement health care and survivor and disability benefits.

The Ohio Revised Code also prescribes contribution rates. OP&F participants contributed 12.25 percent of their wages. The Village contributed to OP&F an amount equal to 19.5 percent of full-time police members' wages. The Village has paid all contributions required through December 31, 2022.

Note 8 – Post-employment Benefits

Both OPERS and OP&F offer cost-sharing, multiple-employer defined benefit post-employment plans, which include multiple health care plans including medical coverage, prescription drug coverage, deposits to a Health Reimbursement Arrangement, and Medicare Part B premium reimbursements, to qualifying benefit recipients. The portion of employer contributions allocated to health care for OPERS members in the Traditional Pension Plan and Combined Plan was 0 percent during calendar year 2022. The portion of employer contributions allocated to health care for OPERS members in the Member Directed Plan was 4.0 percent during calendar year 2022. OP&F contributes 0.5 percent to fund these benefits.

Note 8 – Post-employment Benefits – (Continued)

Effective January 1, 2022, OPERS discontinued the group plans currently offered to non-Medicare retirees and re-employed retirees. Instead, eligible non-Medicare retirees will select an individual medical plan. OPERS will provide a subsidy or allowance via an HRA allowance to those retirees who meet health care eligibility requirements. Retirees will be able to seek reimbursement for plan premiums and other qualified medical expenses.

Note 9 – Jointly Governed Organizations

The Village and Sycamore Township entered into an agreement to form a Joint Economic Development Zone (JEDZ) in 2013. Amberley administers and collects an income tax assessed by the JEDZ and remits approximately 90% of the collections to Sycamore Township, which in turn provides improvement to the property within the boundaries of the JEDZ. Collections are reflected in the Custodial funds as property and other local taxes collected for distribution and disbursements to Sycamore Township are reflected as distributions to other governments.

Note 10 – Fund Balances

Included in fund balance are amounts the Village cannot spend, including the balance of unclaimed monies which cannot be spent for five years. Encumbrances are commitments related to unperformed contracts for goods or services. Encumbrance accounting is utilized to the extent necessary to assure effective budgetary control and accountability and to facilitate effective cash planning and control. At year end the balances of these amounts were as follows:

Fund Balances	General	Special Revenue	Capital Projects
Nonspendable:			
Unclaimed Monies	$ 2,498	$ -	$ -
Outstanding Encumbrances	81,420	1,212,510	126,175
Total	$ 83,918	$ 1,212,510	$ 126,175

The fund balance of special revenue funds is either restricted or committed. The fund balance of the capital projects fund is restricted, committed, or assigned. These restricted, committed and assigned amounts in the special revenue and capital projects include the outstanding encumbrances. In the general fund, outstanding encumbrances are considered assigned.

Note 11 – COVID-19

The United States and the State of Ohio declared a state of emergency in March 2020 due to the COVID-19 pandemic. Ohio's state of emergency ended in June 2021 while the national state of emergency ended in April 2023. The financial impact of COVID-19 and the continuing emergency measures will impact subsequent periods of the Village. The impact on the Village's future operating costs, revenues, and additional recovery from funding, either federal or state, cannot be estimated.

The Village's investment portfolio fluctuates with market conditions, and due to market volatility, the amount of gains or losses that will be realized in subsequent periods, if any, cannot be determined.

Note 12 – Restated Fund Balance

The Village voided two checks written prior to 2022 in 2022. Therefore, the beginning fund balance for 2022 is restated as follows:

	General Fund
Fund Balance as previously reported	$6,624,042
Adjustment for checks written prior to 2022 and voided in 2022	912
Restated Fund Balance	$6,624,954

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INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS REQUIRED BY *GOVERNMENT AUDITING STANDARDS*

Village of Amberley
Hamilton County
7149 Ridge Road
Cincinnati, Ohio 45237

To the Village Council:

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States, the financial statements of the cash balances, receipts, and disbursements for each governmental and proprietary fund type and the fiduciary fund type as of and for the years ended December 31, 2023 and 2022, and the related notes to the financial statements of the Village of Amberley, Hamilton County, (the Village) and have issued our report thereon dated November 22, 2024, wherein we noted that the Village followed financial reporting provisions Ohio Revised Code Section 117.38 and Ohio Administrative Code Section 117-2-03(C) permit.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Village's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purposes of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Village's internal control. Accordingly, we do not express an opinion on the effectiveness of the Village's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Village's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Village's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

However, we noted a matter not requiring inclusion in this report that we reported to the Village's management in a separate letter dated November 22, 2024.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Village's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Village's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Charles E. Harris & Associates

Charles E. Harris & Associates, Inc.
November 22, 2024

OHIO AUDITOR OF STATE
KEITH FABER

VILLAGE OF AMBERLEY

HAMILTON COUNTY

AUDITOR OF STATE OF OHIO CERTIFICATION

This is a true and correct copy of the report, which is required to be filed pursuant to Section 117.26, Revised Code, and which is filed in the Office of the Ohio Auditor of State in Columbus, Ohio.

Certified for Release 12/31/2024

65 East State Street, Columbus, Ohio 43215
Phone: 614-466-4514 or 800-282-0370

Request for Proposals

Amberley Green, a 133-acre tract

Amberley Village owns the former Crest Hills Country Club located at the southwest corner of Galbraith and Ridge Roads. The site consists of four parcels, totaling 133 acres with the address of 7801 Ridge Road. This natural property, referred to as Amberley Green, is unique in the Greater Cincinnati area because of its size, beauty, potential, and location.

The Village is requesting proposals from qualified public engagement and land use teams to work with the Village on designing, developing, and compiling public feedback for a park plan for the site with limited other development. The solicitation of feedback should reflect potential costs associated with development options to ensure that residents are aware of the scope of impact. The partnering organization would be expected to conduct a robust and extensive survey of Amberley Village residents using multiple channels of contact. These may include, but are not limited to, open houses, digital surveys, virtual opportunities, focus groups, and direct mail to reach the highest number of residents.

Secondly, once public engagement is secured, a report and recommendations will be created on Land Use possibilities, with the fiscal impact clearly describing the costs associated with any park or other anticipated development. Based

About Amberley Village
Amberley was incorporated as a Village on April 5, 1940. Residents took this action to ensure their local autonomy and guarantee the rural nature of their community. Shortly after incorporation, the Village created a combined Police and Fire Department, now one of only 30 consolidated departments in the United States. Residents enjoy combined fire and police services and excellent response times and currently rely on contract EMS services through the City of Reading Fire Department.

Amberley Village is a first-ring suburb of Cincinnati, with a population of 3,824 within 3.5 square miles. The beauty and serenity of mature trees, primarily one-acre lots, and open green spaces belie Amberley's location at the center of the I-275 circle, with easy access to all major highways and the entire metropolitan Cincinnati area. Ronald Reagan Highway (State Route 126) borders the Village to the north, providing access within 5 minutes to I-71 to the east and I-75 to the west. Amberley is within 15 minutes of downtown Cincinnati and 5 minutes to Kenwood Towne Center, Cincinnati's premier shopping experience. The Greater Cincinnati Airport is 23 miles from the Village in Northern Kentucky.

The Village is approximately 69% residential, 20% park/natural area, and 11% commercial. Varied architectural styles, including mid-century modern, contemporary, and traditional, add to the unique ambiance of the residential area. Though relatively small, with just 1,445 households, Amberley Village provides residents with a high level of service.

The Village is home to seven businesses. Procter and Gamble and Pepsi Bottling, Topicz, EZ Pack, Ohio Pulp Mills, Mercy Health Primary Care, and Lewis Animal Hospital reside in Amberley Village.

Recreationally, Amberley Village has something for everyone. The Mayerson Jewish Community Center, which opened in 2008, serves as a major gathering spot for residents. In addition to a fitness center, indoor and outdoor pools, indoor waterpark, spa, and café, there are programs for all ages ranging from infant and preschool daycare to speakers, films, and performances to senior activities and support services.

Other amenities within the Village's 3.5 square miles include a walking track, ball fields, tennis courts on the Municipal Building grounds, and French Park, which boasts 275 acres of trails, creeks, and picnic areas.

Since the Village acquired Amberley Green, the former cart paths are available for walking or running amidst beautiful views of rolling hills, ponds, and trees. In addition, there are tennis courts on-site, a community garden, a prairie garden with amenities such as seating and signage, and meadowlands.

Amberley prides itself on its diversity. The annual Ice Cream Social and other Village outreach events are occasions to appreciate the mix of ages, races, nationalities, and lifestyles in the Village. In addition, the presence of five synagogues attests to the continued vibrancy of the Village's Jewish history. The Village celebrates its 85th anniversary this year and is known as a relatively prosperous bedroom community. The median age in Amberley Village is 42.5, but 30% of our residents are over 60 years old half of that are over 70. It has a median family income of $143,289, the second-highest per capita income in Hamilton County. Amberley's median home sale price in 2023 was $460,900, ranking 6th out of 50 communities in Hamilton County for total property tax valuation per capita. Its large lots, heavily wooded area, and wildlife offer a lifestyle in an urban area without the commuting hassles faced by suburbanites.

Amberley Village Government

Amberley Village operates under the Council/Manager form of government. This system of local government combines the strong political leadership of elected officials (Village Council) with the strong managerial experience of an appointed local government manager (Village Manager). The plan establishes a representative system where all power is concentrated in the elected council and where the council hires a professionally trained manager to oversee the delivery of public services. Amberley is a full-service community with 38 full-time employees and a $7.8 million General Fund Budget, as part of a $12 million all-funds budget. The Village Council provides policy and sets direction for the Village Manager.

Village Council

Voters approved the Amberley Village Charter on November 2, 1954. The Charter creates and defines the Village's powers, rights, and privileges. The Charter explicitly outlines that all municipal legislative powers, except the powers of initiative and referendum reserved to the electors, shall be vested in the Village Council. The Amberley Village Council consists of seven members elected to a two-year term. All are voted on at large although five reside in and run for seats reserved for specific geographic districts. The remaining two seats are not designated for any geographic area. Per the charter, the Village Council chooses one of its members as Mayor. Mayor Bob Rosen is the presiding officer of the Council and presides over public functions and represents the Village and Village government in ceremonial and other functions.

The Departments of the Village are Administration, Maintenance, and Police/Fire, which provide services to residents, businesses, and the Village government to support its efforts to serve its citizens. From its founding in 1940, the Village has emphasized public safety with a combined police/fire department. This model of efficiency and effectiveness was further reinforced by the Village Maintenance Department, which also serves the dual role of firefighting. Leaf and brush collection and the most efficient snow removal in the area are also especially valued by residents.

Administration

The Village Manager's Office (also referred to as Administration) performs a variety of jobs. The Village administrative staff assists residents with questions or concerns regarding such items as road repairs, drainage problems, general customer service, trash collection, recyclables, weather-related issues, and zoning issues, and serves as an information source for numerous other parties such as real estate agents checking on zoning matters or contractors inquiring as to Amberley's restrictions on construction projects. In addition to their primary job functions, the administrative staff handles:

- The preparation and filing of zoning approval files and letters, including the storage and maintenance of zoning and construction plans.
- Receipting and depositing all revenue coming into the Village, including checks from the State and County Auditors for the Village's share of various revenues and income tax receipts.
- Property Maintenance code-related complaints and violations involving collaborative work with the Police Department and Service Department to verify the specific complaint, process letters to property owners, and monitor the property to ensure the violation has been corrected.

Maintenance Department

The Maintenance Department is responsible for maintaining all Village-owned properties and the public rights-of-way.

The Maintenance Department's duties include the maintenance, repair, and cleaning of streets, curbs and gutters, ditches, storm sewers, inlets and catch basins, weed and grass cutting, trimming and removal of hazardous trees, brush and leaf collection, traffic signs and pavement markings, road line striping, snow and ice control, ball field maintenance, public buildings and grounds maintenance, jogging track and playground maintenance/inspection, inspection of public improvements, vehicle and equipment maintenance and repairs, fire apparatus maintenance and smaller scale road repair programs.

Police/Fire Department

The Amberley Village Police and Fire Department was established in 1941 as a consolidated Police and Fire Department. At that time, the Department consisted of 5 officers and a part-time Chief. The Department has grown in size since this humble beginning, and the personnel complement for 2024 was 20 sworn officers and 5 civilian dispatchers/clerks. This includes members of the Hamilton County Heroin Task Force, housed with the Village of Amberley.

Amberley Village is unique in that there are only about 30 fully consolidated public safety departments in the country, with 2 existing in Ohio. Life squad and paramedic services are contracted through outside agencies. All patrol officers are state-certified in law enforcement and firefighting and are classified as first responders for life squad purposes. Furthermore, all officers are CPR certified and trained in the use of an AED (automatic external defibrillator), which is supplied in each cruiser. And every police officer/firefighter is a trained 911 dispatcher. This mixture minimizes Village expenditures and maximizes response to the citizens of Amberley Village.

Village officers also have specialized duties. Selected personnel are classified as, but not limited to, investigators, evidence technicians, fire inspectors, intoxilyzer officers, crime prevention officers, firearms training officers, Police training officers, Fire training officers, and auto accident experts. However, the underlying strength of the department remains premised upon the philosophy that the Amberley Village Police and Fire Department mandates cross-training in the basics of all services.

History of Amberley Green Site

Crest Hills Country Club operated at this site when it opened in 1967, but the course closed for business in 2004. The property was the subject of litigation between Village leaders, who wished to maintain the Village's rural-like atmosphere, and developers. Amberley Village acquired the 133-acre Amberley Green property late in 2008 from the Ridge Club after a four-year legal process originating from a lawsuit against the Village for denying the approval for residential development on the property, which was zoned for park use at the time. During the legal proceedings, the court ordered the property re-zoned to Residence A (one-acre lots).

Ultimately, the Village purchased the property for $8,750,000 (Village insurance paid $2.9M), which settled the case in 2008. A short-term note was the financial conduit at the time; however, the Village would be required to situate the cost and ongoing expenses in a long-term format. Fortunately, the Village received a $5.4 inheritance tax check in September 2012, and the $6.3M short-term note was paid in full in October 2012.

Soon after its purchase in 2008, determining the property's future use became a high priority, and a 16-member Citizen Advisory Committee was established in March 2009. The members were Village residents, including one member of the Village's Planning Commission/Board of Zoning Appeals. The group engaged in a nine-month process that vetted financial options, solicited resident input to cultivate ideas for types of use, and conceptual proposals to guide the course for the future:

<u>Long Range Planning Committee (LRPC) Recommendation</u>

The report from the Long-Range Planning Committee (LRPC) is listed as an available document in the Appendix and includes the following specific recommendations for Amberley Green:

- The LRPC recommends a mixed-use development at Amberley Green encompassing four concept categories that will maximize economic benefit to the Village while also providing value to residents. Only a leading-edge, well-integrated development is worthy of this unique site.

- The varied concepts of the Committee's recommendations stem from a single, holistic vision of health – fiscal, personal, communal, and environmental. It is assumed that the Village would retain ownership control of the property as it is developed. The Committee recommends that Council and the Village Manager pursue development options incorporating the following four concept categories:

    1. **Institutional/Corporate** – Envisioned as a high-revenue-generating entity such as a health care/research/educational facility or a corporate office, this aspect of the recommended development plan is foundational to the other concept categories. Amberley Green's beauty, location and size represent a unique opportunity for the right user. A national search should be undertaken to identify potential tenants. Evaluation of proposals should include a traffic study to gauge impact on nearby residents.

    2. **Agricultural** – The movement toward regional food economies is gaining momentum nationwide, and Amberley Green offers tremendous potential to capitalize on this trend to the benefit of the Village. This concept category could begin with vegetable gardens/farmer's market but also offers the possibility of expansion to include partnerships with food service businesses, as well as educational and other entities, to create a multi-faceted operation, depending on how the institutional concept category is developed. Basic agriculture is a flexible use relative to other uses and therefore can be pursued immediately. This concept also supports the civic/community category. The soil condition is an area of concern, given its prior use as a golf course. Appendix E contains the results of a soil study conducted on the property in 2011.

    3. **Community/Civic/Green Space** - Areas and/or facilities in which the community may gather should be included in any development plans. Since they may be stand-alone or integrated with the other categories and may be publicly or privately owned, this concept category is the most flexible of the four. Cultural or educational programs could be part of this category, and it should be incorporated with the emphasis on connectivity.

    4. **Residential** - Compact housing styles that would appeal to mixed-demographic groups are envisioned. Application of the sustainability principle in regards to building materials and other environmental considerations, as well as connectivity, should be emphasized. This concept category needs to follow after the institutional/corporate category is fulfilled.

The conclusion of their process resulted in recommendations that were submitted to and adopted by the Village Council in May 2011 as the Long-Range Planning Committee Report and Recommendations.

2009

An agreement between the Village and Mt Notre Dame High School (MND) allows MND to upgrade and use the tennis courts for the school's tennis practice and league play. The agreement began in August 2009, with the initial term ending in July 2014. The agreement included five-year renewal opportunities, and it is still in force today.

In the meantime, the Village's financial picture was experiencing a severe downturn. There were devastating funding cuts by the State because of their reduction in local revenue sharing. Additionally, and the elimination of the inheritance tax, wiped out what had been a 12-million-dollar revenue generator over the prior eight (8) years. What's more, declining property values that reduced revenues and the worst economic recession seen in years were all catalysts to shift the Village's focus toward its finances.

2014

Subsequent to purchasing the property, the Village learned that the Ridge Club was under orders by the State of Ohio Department of Natural Resources to make repairs to the Class 1 dam on the property. Meetings with the Village Engineer and State officials, resulted in the determination that the Village could make certain repairs and lower the dam's height to deregulate. The Village modified the dam and gained exemption from the ODNR jurisdiction. The Village awarded Ford Development a contract worth $338,670, and the project was completed in October 2014. The dam modification included lowering the dam's height, replacing the primary spillway, and including a control structure, plunge pool, and emergency spillway.

In preparation for rehabbing or demolishing the clubhouse, the Village pursued and received two grants totaling $30,000 from Hamilton County. The grants were intended to offset the expenses of the abatement of the asbestos-containing materials throughout the interior Amberley Green clubhouse and pool house.

The grants received were $20,000 from the Urban Land Assistance Program and $10,000 from the Community Development Block (CDB) Grant Program. A separate grant was sought for the remaining asbestos in the roofing material, but the Village decided not to accept it at the time because it needed to know the clubhouse's future use and who would replace the roof after remediation.

Rainbow Environmental Services was awarded the project at the January 2018 council meeting for $61,874. The pursuit of grant dollars, coupled with the substantially lower bid received, saved the Village significant tax dollars that would have otherwise been spent on this required abatement.

2015

The Village requested and received letters of interest in August 2015 from several developers to determine possible uses for the property. In 2016, following the review of the letters of interest, the Village met with each developer to discuss their proposed uses for the property. Each proposal included a mix of residential and commercial uses. Village Council did not reach a consensus on which developer to pursue, thus lacking the necessary votes to move forward with a developer.

At least one of the developer's letters of interest included a role for the Mayerson JCC. However, after no developer was chosen, the JCC asked permission to look exclusively at the property for their purposes. Resolution 2016-21 was approved in May 2016, authorizing the JCC to consider prospective development on Amberley Green.

<u>2016</u>

In 2016, the Land Development Committee heard a presentation about the Mayerson Jewish Community Center's (JCC) work exploring whether the JCC may be interested in developing a portion of the Amberley Green property. Marc Fisher and John Silverman from the JCC and Jose Castrejon and Patrick Quinn from McGill Smith Punshon, Inc. presented their preliminary thoughts and plans involving 27 acres of Amberley Green.

<u>2017</u>

In May 2017, the Village and the JCC considered exploratory elements of a joint project to benefit the Village and the JCC. Some of the items included rehabbing the clubhouse to move and expand some of the JCC's operations to the property, constructing a pool, public restrooms, sports fields, and possibly an amphitheater, as noted in the *JCC/Amberley Green Conceptual Master Plan*. While the JCC initially looked at rehabilitating the existing clubhouse, they ultimately decided not to pursue this option.

In August 2017, the Village retained MKSK Studios to assist in evaluating alternative planning and development scenarios for Amberley Green. Phase 1 was a review of what the JCC had proposed so that the Village could provide any insight for the JCC. Phase 2 was to look at the balance of the land and identify if the JCC should invest in their outdoor camp and redevelop the clubhouse and what the residual land lends itself to. The study represented the Village's active interest in identifying what potential exists for the property. The result was the *Amberley Green 2017 Planning and Visioning Study* dated February 15, 2018.

<u>2018</u>

In late 2018, the Village applied for a $20,000 CDB grant for a pedestrian and vehicle connectivity study. The Village engaged CT Consultants (Village Engineer) and MKSK to perform the study. The study produced several options for accessing the property and a mixed-use pedestrian path to the property. The study also provided an estimated cost to construct each access point. The final product was the *Amberley Village Connectivity Study,* dated April 30, 2019.

CT Consultants was tasked with proposing a mixed-use path from Section Road to the JCC located at 8485 Ridge Road to provide pedestrian and bike access to the property.

The path was proposed to be constructed on the east side of Ridge Road and would have included bridges to cross low areas and possibly even enter French Park to allow access to the park's current paths. The path's construction was broken down into four sections, ranging from $357,448 to $936,900 per section, with a total estimated cost of $2.5 million.

MKSK was tasked with providing pedestrian access options to the property from the southern neighborhoods and vehicular access from Ridge and Galbraith Roads.

Potential access from the south was proposed through Village-owned properties at the end of Willowbrook Lane (top of Twigwood Lane) and from the end of Fernwood Drive. The estimated cost for constructing the southern access points was $57,120 for Twigwood access and $26,460 for the Fernwood access, for a total project cost of $83,580. Those numbers were later revised.

Ridge Road access to Amberley Green was proposed to be moved north from its existing location to Fairhaven Lane. An estimate was not provided for this option as it would be included in any development.

2019

CT Consultants conducted an additional study regarding vehicular access to Amberley Green from Galbraith Road. Three locations were considered, and the document *Amberley Green Access Study,* dated April 2019**,** summarized the options and costs. The first and second locations were at the Amberley and Reading corporation line, and the third location was in Reading, across from Knollcrest Drive in Reading. The Galbraith Road access points were mainly geared to allow access to the back or western portions of the property but would also allow a second access to the eastern or Ridge Road side of the property.

Because of the steep topography of the northwestern portion of the property, these access points would require extensive grading and filling. These options cost $1,183,800 for location 1, $1,627,300 for location 2, and $1,341,200 for location 3. It should be noted, however, that the actual cost of location 3 is unknown because the Village would need to acquire two to three houses on Galbraith Road across from Knollcrest Drive.

In May 2019, the Village sought resident input regarding the proposed JCC conceptual proposal on a portion of Amberley Green. The Village held six open house sessions, during which residents could view plans and documents and offer comments, both in person and later in writing. A summary of general feedback was provided to the Village Council and Council directed staff to continue discussions with the JCC, taking into consideration the Village's concerns.

In 2019, the Scottish Rite/Masons approached the Village with interest in rehabilitating the Amberley Green clubhouse and moving their facilities to the property. In February 2020, a presentation was made to the Land Development Committee.

2020

In 2020, the Village contracted with MKSK to perform a study to determine which areas of Amberley Green could be developed and areas that should remain green space. The final report, *Amberley Green Conservation Study Plan Fall 2020*, was an extension of the *Amberley Green 2017 Planning and Visioning Study* dated February 15, 2018.

Both the JCC and Scottish Rite/Masons put their interest in Amberley Green on hold in 2020/2021 during the COVID-19 pandemic.

2022-2024

The Scottish Rite/Masons project remained on hold as their downtown property was being acquired, but the buyer hadn't exercised the option requiring them to vacate. The Scottish Rite/Masons continued to be interested in the former clubhouse until Spring 2024, when they informed the Village that with cost escalations, they could no longer afford the improvements necessary to convert it for their purposes.

The JCC is still interested in making Amberley Green its summer campsite. However, their initial fundraising in 2023 didn't meet their expectations, and the project is on hold. The October 7, 2023, Israeli conflict has also slowed their progress.

Staff began searching for grant funds to demolish the building and the plan is to demolish the former clubhouse in the winter of 2025.

Description of the Property (Amberley Green)

Site Description/Current Conditions
The Village-owned land consists of 4 parcels totaling 133 acres:

526-0050-0009-00	101.20 acres
526-0050-0001-00	20.00 acres
526-0050-0004-00	10.92 acres
671-0018-0012-00	1.182 acres (parcel is in the City of Reading)
	133.302 acres

The property's surface consists of undulating and well-wooded plains intersected by numerous valleys. The topography of this property adds to its beauty and creates opportunities for a creative development team. A topographic survey from The Kleingers Group is listed in the appendix for details of slopes. The following describes some of the features on the site:

Tennis Courts. The eastern portion of the site closest to Ridge Road houses five tennis courts. The Village has an agreement with Mount Notre Dame High School (MND), which refurbished and leased the tennis courts. The lease is in year 5 of a 5-year agreement and is renewable for an additional 5 years. The lease is included in the appendix. MND has priority use of the courts for its tennis team. Amberley residents can use the courts when MND is not practicing or hosting a match.

Clubhouse. The clubhouse, located off Ridge Road, is a two-story building in poor condition. Asbestos has been identified within the building, which is no longer accessible. The Village received a grant in 2024 for the demolition of the clubhouse in the first quarter of 2025. After demolition, the property will be graded and available for development. Demolition will include a small portion of the parking lot, the entire pool house, and the outdoor pool area.

Community Garden. The community garden is located west of the clubhouse on the property's southern boundary. The Amberley Green Community Garden was established in 2012 with a grant from WeTHRIVE!, a community wellness initiative of the Hamilton County Department of Public Health and the Center for Disease Control. When the garden was installed, there was no commitment that it would continue on the site or in its current location, but it has been popular with residents. Plans for the Garden during and after the demolition of the Clubhouse are still under discussion.

Dam. In 2014, the Village modified the on-site dam located parallel to Galbraith Road, which removed it from the Ohio Department of Natural Resources (ODNR) jurisdiction.

Other features. There is an additional pond on the property west of the Community Garden. A potential third pond exists west of the pond parallel to Galbraith. It currently drains to the west towards Lake Shore Apartments (Reading). The water features on the property serve as stormwater measures as the stormwater travels primarily to the west, and some areas drain to the south. The property has 3.5 miles of former golf cart/walking paths that traverse the property.

In 2024, grant funds enabled a 6-acre prairie to be planted by the Cincinnati Nature Center along the south property line near the community garden, where development isn't anticipated. The prairie will restore this area for wildflower growth and wildlife. This area includes four viewing areas with benches. There is also an area of meadowlands on the property that is mowed typically once per year. Aerial photos and a prairie map are listed in the Appendix, which shows most of these features.

Zoning

The property is located within the Amberley Village corporation limit; however, 1.1 acres are in the City of Reading. Amberley Green is zoned Residence A, which is one-acre residential zoning. The current zoning was approved during legal proceedings. Further information about the zoning can be found in Chapter 154.25 in the Amberley Village Code, which is included in the Appendix.

In 2019, the Village contracted with Hamilton County Planning and Development to draft zoning regulations for Amberley Green. The Village Council adopted the zoning text in

January 2021. The regulations were incorporated into our zoning code, which is referred to as the Amberley Green District (AGD) zoning text.

The purpose of the Amberley Green District, which is included in the Appendix, is to encourage the preservation of green space and walking trails for residents while allowing limited opportunity for new development. The area included in the district is characterized by steep slopes and unbuildable areas to the west and flatter, more buildable areas to the east. The desire of the Village for these potential development areas is also to include green areas beyond the unbuildable portions of the property and walking trail connections to ensure the preservation of the unique and beautiful qualities of the property.

The Amberley Green District (AGD) can be sought for all properties bounded by East Galbraith Road and the Village corporate limit on the north, Ridge Road to the east, the Village corporation limit to the west, and the northern property lines of northernmost residential properties on Burning Tree Lane, Fernwood Drive, Willowbrook Lane, and Twigwood Lane to the south.

The property is bordered by single-family residential on the south, east, and north. On the western side of the property, it abuts multi-family residential within the City of Reading.

Utilities

Greater Cincinnati Water Works serves the property for water. Water lines abut the property along parts of Ridge and Galbraith Roads. The Metropolitan Sewer District manages the sanitary sewer for this site. Sanitary sewer lines are located on Ridge Road, Galbraith Road, Fernwood Drive, and the dead end of Willowbrook Lane. Duke Energy serves Natural Gas and Electric and is available along parts of Ridge and Galbraith Roads. Hardwired internet and telephone connections can be accessed along parts of Ridge and Galbraith Roads. Utility locations, referenced in the Appendix, have been identified by The Kleingers Group. The capacity of either utility should be verified by the respective utility operator.

Traffic

No comprehensive traffic analysis has been conducted for the site; however, in a brief review of traffic as it was studied for potential use in June 2013 and 2023, the Village is making available a report from The Kleingers Group labeled Preliminary Traffic Assessment and CT Consultants Traffic Study. These assessments are limited in scope but provide some insight into the necessity of traffic analysis related to any development on the site. In addition, the Appendix references a document labeled Turning Counts for Ridge/Galbraith and Ridge/Section Roads. The counts were taken during the morning and early evening peak hours (7:00 a.m. to 9:45 a.m. and 4:00 p.m. to 5:45 p.m.) on September 16, 2014. Traffic volumes on Ridge and Galbraith peak during morning and afternoon commutes. Traffic, its effect on adjacent roadways, and how to address any increased traffic will require a significant traffic study.

Village Objectives

The economics of developing Amberley Green will be a critical factor in determining the way forward. Whatever is developed on the site must maximize the economic benefit to the Village while also providing value to residents. The survey is also expected to meet all the Village objectives concerning land use and public engagement paths.

- Maximize value to Amberley Village residents.
- Land use consistent with the needs of the Village.
- Incorporation of green space, buffer areas, and open space to accommodate some community use.
- Create unique opportunities to integrate the property's beauty, location, and size.
- Be sensitive to adjacent single-family residential use.
- Improve economic health and sustainability for the Village.
- Minimize Village financial contribution.
- Amberley will retain ownership of the land at least until the nature of any development is clear.
- Be aesthetically pleasing.
- Obtain feedback from residents about how much they are willing to contribute toward keeping it maintained and green.
- Results should bring value to the Village.
- Engage Amberley residents to elicit thoughtful survey responses.
- Obtain residents' opinions on what (if any) park development they would like to see at Amberley Green and gauge their willingness to absorb the costs.

SCOPE OF WORK

The scope of work for this project is to conduct a comprehensive study to determine resident preference regarding a park plan for Amberley Green with limited other development. The study should utilize various outreach methods for public engagement to ensure the greatest possible participation by residents. Utilizing this feedback, an Amberley Green Land Use Plan (AGLUP) should be developed to identify the future growth and development of Amberley Green. The resulting plan should be easily interpreted by the public and include policy statements, goals, objectives, guidelines, maps, illustrations, graphics, charts, and an implementation matrix that will serve as a framework for developing a community gathering place. This framework will provide clear and predictable guidance to developers, stakeholders, and residents, including an estimated cost option for its various features. A scope of work and project schedule identifying tasks and targeted dates for the firm to complete work are expected.

At its October 14, 2024, meeting, the Village Council approved a motion to "update the AG Conservation Study of Fall 2020 to include creation of a park in Amberley Green that increases the quality of life for all residents young and old and adds value to living in Amberley." This will result in the hiring of a firm with expertise in urban design and planning to update our study and offer recommendations based on the following input:

1. Conduct a robust and extensive survey of Amberley residents using multiple channels of contact. These include but are not limited to "Open Houses," digital surveys, virtual opportunities, focus groups, and various methods to best reach all demographic *groups and the highest number of residents.*

2. This surveying will ask residents their opinions on what (if any) park development they would like to see part of future development within Amberley Green and how to pay for it.

3. Prior to conducting the survey, the vendor hired will meet with Council and the Village Manager in open working session.

4. Final Deliverable: an updated AG Visioning Study, including an addendum listing detailed survey results.

Public Engagement and Participation Plan

The consultant shall be responsible for developing a comprehensive participation program that encompasses public engagement activities. The public engagement activities aim to gather local knowledge and experience from residents and other key stakeholders. At a minimum, the public engagement and participation plan should utilize in-person interactive activities and open houses, traditional media, social media, in-person work sessions, and online polling. The participatory process must also be creatively designed to seek out and involve residents and other stakeholders who are unlikely to participate in a standard meeting-style community engagement process. Additionally, the process must ensure that participation reflects both the current and future citizenry. The overall goal of the participatory process is to increase the ownership of the final product.

Land Use Planning

A report and recommendations will be created on Land Use possibilities once the public engagement is secured with the fiscal impact clearly associated with any park or other development.

Process

This document outlines the Amberley Green property and relevant information. Additional documents in the Village's possession are listed in the Appendix and can be requested for analysis. The Village Manager will review requests for Proposals. Interviews will be scheduled with those proposals that are of interest to the Village after careful review. This is an informal process, and any meetings with the Village Council will be conducted publicly. Questions and meetings are welcome if developers want clarification or more information; contact should be made with Village Manager Scot Lahrmer (contact information at the end of this document).

Submission Information

Amberley Village is seeking Proposals from qualified and responsible public engagement and land use teams. Submissions to the Village should include a statement of why this project is appealing and how your potential concept could meet Village objectives. Other items of interest to the Village that you may want to include in your submittal:

1. Name of public engagement and land use company or team(s).

2. Contact information for your public engagement and land use team.

3. Principal players on your public engagement and land use team and their roles, including a contingency plan for any staffing changes throughout the project's development. Identify and describe the role of each key staff member assigned to the project. This also applies to any sub-consultants.

4. Outline how you are connected with each other and whether agreements exist that define each role.

5. Professional experience of those on your team and their project involvement, including:

   A. Track record for your public engagement and land use team either individually or as a group.
      1. Previous Clients. Provide a list of client references, including name, address, contact person, email address, and phone number for whom comparable services have been provided within the last five (5) years.
      2. Previous work. Provide examples or previous work of comparable services provided within the last five (5) years.

6. Describe what interest/purpose you have in Amberley Green or the Village (development opportunity, resident in Village, challenging development, interested in building, etc.?).

SELECTION PROCESS

Responding firms may be requested to take part in an interview process. The interview will provide an opportunity to clarify any issues within a given proposal and explore the firm's approaches that may be used to satisfy all requirements for the Village. Only team members who will be directly responsible for the work, including sub-consultants, should participate in the interview. From the interviews, the Village will select a consultant. The Village may directly negotiate the final scope and fee with the best-qualified consultant.

The Village may investigate the qualifications of any firm or individual under consideration, require confirmation of the information provided, or require additional evidence of qualifications described in this RFP. The Village reserves certain rights, including, but not limited to, the following:

1. Reject any or all the proposals.
2. Issue subsequent Requests for Proposal.
3. Cancel the entire Request for Proposal.
4. Remedy technical errors in the Request for Proposal process.
5. Appoint an evaluation committee to review qualifications and proposals.
6. Seek the assistance of outside technical experts in evaluation.
7. Approve or disapprove the use of subcontractors or sub-consultants.
8. Establish a short list of consultants eligible for discussions after the review of

the proposals.
9. Negotiate with any of the consultants.
10. Solicit best and final offers from any of the consultants.
11. Waive informalities and irregularities in RFP.
12. Award without discussion.

Selection will be based on determining which proposal is in the Village's best interest. The Village's decision will be final and not subject to appeal.

This RFP shall not, in any manner, be construed to be an obligation on the Village to enter into a contract or result in any claim for reimbursement of cost for any efforts expended in responding to the RFP or in anticipation of any contract.

Upon completion of the selection process, the Village shall notify all consultants of the selection, and the selected firm shall enter into an agreement with the Village.

PROCESS OUTLINE & TIMING:

• Village of Amberley publishes RFP	January 13, 2025
• Response to RFP due to Village	February 14, 2025
• Review of Submittals by Village	February/March 2025
• Interviews by Village	March 2025
• Staff Recommendation to Village Council	March 2025
• Execution of Contract for Services	TBD
• Kick-off Meeting with Consultant	TBD

SUBMITTAL OF PROPOSAL

Interested firms shall submit ten (10) printed copies and one electronic copy of the proposal to the following address:

Village of Amberley
ATTN: Scot Lahrmer, Village Manager
7149 Ridge Road
Amberley Village, Ohio 45237
Subject: Public Engagement and Land Use for Amberley Green
slahrmer@amberleyvillage.org

The Village will receive proposals no later than **February 14, 2025, at noon.** This time and date are fixed, and extensions will not be granted. All proposals received after the deadline shown above will be rejected. Proposals received at any place other than listed above will not be considered. Incomplete proposals will be considered null and void and will not be accepted.

Proposals cannot be altered or amended after the submission deadline. Any interlineation, alteration, or erasure made before the opening time of the proposals must be initialed by the signer of the proposal, guaranteeing authenticity.

The Village of Amberley is not responsible for late receipt, such as the non-delivery of U.S. mail or by carrier. The date/time stamp from Amberley Village shall be the official time of receipt. A duly authorized representative of the consultant shall sign all proposals. The name and mailing address of the individual executing the proposal must be provided.

Questions regarding this Request for Proposal may be directed to:

Scot Lahrmer
Village Manager
Amberley Village
slahrmer@amberleyvillage.org

Any questions concerning information included in this RFP must be submitted via e-mail to the Village Manager no later than February ??, 2025, with the subject line: Public Engagement and Land Use for Amberley Green.

All submitted information relating to this proposal shall become part of the public record. Submitting parties may identify in their proposals what information they deem to be proprietary information. The final determination of whether information is subject to the Ohio Open Records Act shall be made by the Village legal counsel.

The Village of Amberley reserves the right to reject any and all proposals. The proposing firm shall bear all costs, including travel and expenses, incurred in preparing this proposal.

Scot Lahrmer, Village Manager
Amberley Village
7149 Ridge Road
Cincinnati, OH 45237
(513) 531-8675
slahrmer@amberleyvillage.org

Index of RFP Background Documentation

Documentation Available Via Link

2024 Utility Locations Document

2023 CT Traffic Study

2022 Amberley Green 360 View

2020 Conservation Study

2020 Amberley Green Zoning Regulations

Ordinance 2020-16, Making Changes to Amberley Green Zoning Regulations

Chapter 154.25

2020-25 MND Tennis Lease

2019 Survey Data

2019 Connectivity Study

2018 MKSK Planning and Visioning Study

2017 JCC/Amberley Green Conceptual Master Plan

2013 Preliminary Traffic Report Kleingers

2011 Soil study conducted on the property

2010 Long Range Planning Report

Amberley Green Trail Map

Amberley Village Boards and Commissions
Appointments and Terms

Board or Commission	Member	Appointed By	Initial Appointment: Council Meeting Date	Term Began	Term Expires	Comments
Planning Commission-ZBA						
Representative from Council	Richard Bardach	Council representative		12/01/2017	11/30/2025	
4-year staggered terms	Scott Rubenstein	Council		01/01/2021	12/31/2024	
	Craig Cappozzo	Council	09/12/2022	09/12/2022	11/30/2027	Replacing Scott Wolf
	Nimet Jeruzalmi	Council	01/09/2023	01/01/2023	12/31/2026	Replacing Susan Rissover
	Rick Lauer	Council	01/10/2011	01/01/2023	12/31/2026	
First Suburbs Consortium	Bill Doering	Not Required		06/01/2016	No set term	
LSDMC	Barbara Wallin	Not Required	01/08/2024	01/01/2024	No set term	
Income Tax Review Board						
2-year term	Judy Barron	Council		12/11/2017	12/31/2025	
	Steve Chromik	Council	06/14/2021	06/14/2021	12/31/2025	Replacing Ben Hunt who was appointed to Council
	Rick Kay	Manager		12/11/2017	12/31/2025	
Stormwater Management Utility Advisory Committee						
Representative from Council	Adam Frankel	Council		12/31/2021	11/30/2025	
4-year staggered terms	Bill Doering	Council		02/08/2016	12/31/2027	
	Nimet Jeruzalmi	Council		06/01/2021	05/31/2025	
	Terri Junker	Council		08/01/2024	05/31/2025	replacing Adam Greenberg
	Jon Chaiken	Council		02/08/2016	12/31/2027	
Joint Economic District Zone (JEDZ) Board						
2-year terms	Tom Muething	Council	06/01/2018	06/01/2024	05/31/2026	
	Bob Rosen	Council	12/13/2021	06/01/2024	05/31/2026	Replacing Peg Conway
	Scot Lahrmer	Council	06/01/2018	06/01/2024	05/31/2026	
Environmental Stewardship Committee						
Representative from Council	Bob Rosen	Mayor		12/01/2023	11/30/2025	
	Tom Muething	Mayor	11/12/2012	02/14/2022	11/30/2025	
7-12 Members	Susan Cohen	Mayor		02/14/2022	11/30/2025	
2-year terms concurrent	Jack Casto	Mayor	02/14/2022	02/14/2022	11/30/2025	
with council term	Joyce DeVoge	Mayor	02/14/2022	02/14/2022	11/30/2025	
	Pete Duffy	Mayor		02/14/2022	11/30/2025	
	Barbara Henshaw	Mayor	02/14/2022	02/14/2022	11/30/2025	
	Kathie Kraemer	Mayor		02/14/2022	11/30/2025	
	Joshua Harris	Mayor		12/01/2023	11/30/2025	
	Rob Schmuelling	Mayor		02/14/2022	11/30/2025	
	Roger Toennis	Mayor	11/12/2012	02/14/2022	11/30/2025	
	Jim DeVanney	Mayor		12/01/2023	11/30/2025	
Human Rights Commission						
Staggered Terms						
3-year term	Matthew Kraus	Village Manager	12/10/2018	01/01/2024	12/31/2026	
3-year term	Donna Hermann	Council	10/12/2022	10/12/2022	12/31/2026	Replacing Monica Lira
3-year term	Nancy Warren	Mayor	12/10/2018	01/01/2022	12/31/2024	
3-year term	Jymi Bolden	Council	02/12/2024	02/12/2024	12/31/2026	Replacing James Boney
3-year term	Evelyn Jones	Council	03/11/2020	01/01/2023	12/31/2025	Replacing David Gladney
Records Retention Committee						
	Tammy Reasoner	Village Manager				
	Scot Lahrmer	Village Manager				
	Roz Richards	Village Manager				
	Andy Kaake	Village Manager				