




Council of the Village of Mariemont, Ohio  
June 22, 2020  
Agenda






1. Call to Order – Pledge of Allegiance
2. Roll Call
3. Minutes Regular Council Meeting June 8, 2020 and Special Council Meeting June 4, 2020
4. Communications: (Council has copies except those marked \*\*. (These are in the Village Office for Perusal)
  - \*From Assistant Fiscal Officer Wendler: May 2020 Monthly Report/Expense & Revenue Reports
  - \*From Ohio Department of Public Safety: Letter Dated June 5, 2020 re: Federal Grant Recovery Program \$20,262.62
  - \*From Jack Hemenway: Email Dated June 18, 2020 re: General Right-Of-Way Ordinance
  - \*\*\*\*\*
5. Permission to Address Council (If addressing Council with prepared notes/speech please leave a copy with Mrs. Van Pelt for accurate minutes)
6. Motion to Pay the Bills

\*\*Committee agenda items to be discussed at this meeting are in bold and italics below\*\*



Rules and Law:

-  Installation of Solar Panels (3-26-18) \*\*Target Date 3-19-20\*\* (*Tabled 2-24-20*)
-  Review MCO Code (1-27-20)\*\*Phase I Target Date July 2020\*\* (5-27-20) (6-8-20)
-  Mayor's Court Cost Increase (5-11-20)

Health and Recreation:

-  Construction Documents for Multi-Use Path from Plainville Road to Settle Road (6-10-19)\*\*Target Date December 31, 2020\*\*
-  Walking Path Whiskey Creek (3-25-19) \*\*Target Date May 31, 2020\*\*
-  Dale Park Hillside Conservation (3-25-19)\*\*Target Date October 31, 2020
-  Review Process for Naming and Use of Village Properties (12-16-19)
-  Trash/Recycling Renewal Contract (6-22-20)

Finance:

-  Incentive Program for Creation of Parking on Private Property (11-18-19) \*\*Target Date June \*\*
-  Village Liability Insurance Renewal (4-13-20) \*\*Target July 2020\*\*

Safety:



### Planning and Zoning & Economic Development

- ✚ Building Tear Down Aesthetics (9-10-18) \*\*Target Date 7-2020\*\*
- ✚ Work with MPF Task Force To Take Proactive Steps To Preserve Village Architectural Heritage (4-18-19) (1-27-20) \*\*Target Date 7-2-2020\*\*
- ✚ Sale of Paper Street Process (2-24-20) (3-9-20)
- ✚ Business Economic Development in the Village (4-13-20) (Moved from Committee of the Whole 5-13-19)
- ✚

### Public Works and Service:

- ✚ Raise Building Department Permit Fees (12-19-16) \*\*Target Date January 2020\*\*
- ✚ Creation of CRA Council (2-25-19) \*\*Target Date 5-1-19\*\*/ CRA Application (3876 Belmont Avenue) (6-26-17) \*\*Target Date 6-1-19\*\* Transferred from Planning and Zoning Committee (12-16-19)
- ✚ Governmental Aggregation (5-28-19)
- ✚ ***Street Repair 2020 (June 10, 2019)***
- ✚ Murray Avenue Repairs (Partner with Columbia Township) (June 10, 2019)\*\*Target Date Spring 2020\*\*
- ✚ Comprehensive Village Parking Assessment (11-18-19)\*\*Target Date June 2020\*\* Includes Overnight Parking Regulations Homewood/Settle Road (moved from Committee of the Whole 4-13-20)
- ✚ 5G Installation Ramifications (4-27-20) (Moved From Safety Committee 6-8-20)
- ✚ Partnership with School To Clean Up Walking Path (6-8-20)

### Committee of the Whole:

- ✚ Municipal Building Renovations/Additions for Police/Fire/Administration/Building Departments (9-10-18) \*\*Target Date June 2021\*\*

### 7. Miscellaneous:

- ✚ Village Offices will be Closed Friday July 3, 2020 in Observation of Independence Day
- ✚ Budget Hearing will be Monday July 27, 2020 at 5:30 p.m.
- ✚ Refer to Health and Recreation – Trash/Recycling Contract Renewal
- ✚ ODOT Wooster Pike Work Update
- ✚ July 1<sup>st</sup> – Return to Public In Person Meetings Provided No New Mandate by State of Ohio

### 8. Resolutions:

- ✚ “To Authorize Ohio Department of Transportation to Proceed with Various Traffic Signal, Signing and Pavement Marking Upgrades on US 50 (Wooster Pike) Located on the Eastern Corridor Section II/III PID No. 112171 County/route/Section: Ham Eastern Corridor VAR TSG; and Enter Into Contract” (Second Reading)
- ✚ “Resolution Regarding Cares Act Grant; and To Declare Emergency” (***Requires Second and Third Readings***)

### 9. Ordinances:

- ✚ “Ordinance Amending Section 32.13 of the Mariemont Code of Ordinances, Rules of Council, Section (A) Rule 1” (Second Reading) (Council Meeting Time)
- ✚ “To Accept Bid of Fred A. Newmann Company for the Petoskey Avenue Reconstruction Project; To Authorize Contract and To Declare Emergency” (***Requires Three Readings***)

**Village of Mariemont  
Regular Council Meeting  
June 8, 2020**

Mayor Brown called the meeting to order at 6:35 PM. Present were Mr. Bartlett; Mrs. Graves, Dr. Lewis, Ms. Palazzolo, Mrs. Rankin, Mr. Stelzer and Fiscal Officer Borgerding were virtually connected due to the COVID-19 pandemic.

Mayor Brown said beloved Mariemont Coach Jerry Summerville died this past week. He worked as a coach for the High School and Middle School for over 40 years. He asked everyone to remember him and his family in their thoughts and prayers.

Mayor Brown said Jeremy Swader has completed his one year probation with the Service Department and Superintendent Scherpenberg is recommending that he be moved to Regular Full-Time Employment. Jeremy is willing to work overtime on weekends to help the Village stay in compliance with Storm Water Management requirements. He is helpful working with the residents on various projects such as Old Town Square and the Annual Tree Lighting. Mrs. Rankin moved, seconded by Mr. Bartlett to make Mr. Swader a Regular Full-Time Employee. On roll call; six ayes, no nays.

Mr. Bartlett asked that the minutes for May 27, 2020 be amended to reflect that it should read 501 (C)(3) and asked for some introduction into the section to pay the bills. Mr. Bartlett moved, seconded by Ms. Palazzolo to accept the minutes as amended for May 27, 2020. On roll call; six ayes, no nays.

Mayor Brown read the following communications:

From Police Chief Hines: May 2020 Monthly Report

From Acting Assistant Fire Chief Feichtner: May 2020 Monthly Report

From Service Superintendent Scherpenberg: May 2020 Monthly Report

From Tax Administrator Darrah: May 2020 Monthly Report

From Assistant Fiscal Officer Wendler: April Monthly Expenses and Revenue Reports

From Frost Brown Todd, LLC: 5G Legislation Information. Mr. Jack Hemenway, Attorney with Frost Brown Todd, said legislation regarding this has changed in recent years. What is being presented to Council is code for cell structures that is within the line of the code and of the law and provides criteria for application if there are providers that want to install these structures in the Village. It provides some authority for the Village to regulate and minimize any impact, especially in the historic district. It would provide the Mayor with authority to create design guidelines to minimize the impact and have more control in the process. It outlines the application process. There are timelines which need to be complied with for State and Federal laws. It also includes a fee structure for the towers.

Mayor Brown referenced an email from Resident Susan Page, 6636 Elm Street. "Thank you for receiving and reading this email to ensure public participation in today's Council meeting. I am very pleased that you have quickly and decisively moved to create legislation in Mariemont regarding the placement of 5G towers. Thank you additionally for sharing the draft version with me today. While the legislation addresses many aspects of tower placement in Mariemont, I have a concern regarding Section 56.06, entitled "Design Guidelines." Within the Design Guidelines section, I do not see mention of a necessary consideration, namely, areas of high population/housing density. The Village should amend the language of 56.06 to include as an additional consideration in a tower application the population/housing density of any proposed tower site." Mayor Brown said he is going to be working with members of MPF and other residents to work on putting together the guidelines using some of the examples from other communities provided to the Village by Frost Brown Todd.

Mr. Hemenway said the Ordinance would authorize the Mayor and administration to create the design guidelines based on what the community and residents really want. Mayor Brown said the concerns range from safety to aesthetics. We want to give residents an opportunity to voice their concerns.

Mr. Bartlett asked if Council needs to have the same sense of urgency in preparing the guidelines as adopting the legislation. He reminded Council that the FCC has already laid down the law. Mr. Hemenway said the Village should get the guidelines done promptly. Upon passage of the legislation this process would be in effect but it makes sense to have them done quickly. Mayor Brown said he will be moving forward on this almost immediately.

Dr. Lewis said she has distributed information that was given to us on what other communities have done to some members of MPF and it has been a topic of discussion. She can reach out to see if a Task Force can be created.

Mrs. Graves asked if this will be discussed in a committee. It was discussed and agreed it was listed in the Public Works & Service Committee but to list it as 5G Installation Ramifications. It was decided that the Committee of the Whole had too many "fingers in the pot" and agreed to leave it with Public Works & Service. Mrs. Rankin said conversation is still a concern to many residents and will continue going forward to be part of the conversation. Ms. Palazzolo said the committee did address the safety issue and determined that there was no conclusive research one way or another and talking about it forever is not going to change it.

Mayor Brown said we are working on the Right-of-Way Ordinance which would address fees. Mr. Stelzer suggested passing that ordinance at the next Council meeting. Mr. Hemenway said it is his understanding that there is a notice period of 30-45 days. He would be happy to submit a quote for the work.

"An Ordinance Amending Title V of the Codified Ordinances of the Village of Mariemont by Enacting Chapter 56 Relative to Installation of Small Cell Facilities and Wireless Support Structures in the Village Rights of Way; And To Declare Emergency" had a first reading. Mrs. Rankin moved, seconded by Ms. Palazzolo to suspend the rules to allow for the second and third readings. On roll call; six ayes, no nays. The Ordinance had a second and third readings. Mrs. Graves moved, seconded by Mr. Bartlett to adopt the Ordinance. On roll call; six ayes, no nays. Mr. Bartlett moved, seconded by Mrs. Rankin to invoke the emergency clause. On roll call; six ayes, no nays. Ordinance No. O-15-20 was adopted.

Acting Assistant Fire Chief Feichtner was granted permission to address Council. He wanted to discuss the looming budget issue that has been broadcasted in the past few months. It has caused moral issues across the Village, not just the Fire Department. He has worked for the Village 21 years – approximately half of his life. He has seen good times and bad times. Currently he does not believe it is as bad as it is being made out to be. This fear has been dispersed amongst all the employees and is having an effect on the operations of the Village. No disrespect to anyone with the knowledge or background that you have but Tony Borgerding is our Fiscal Officer and throughout this whole thing he has not heard one word from Mr. Borgerding whom he highly respects. He has been able to tell us when we do need to worry and when we do not need to worry. He can assure everyone that there is no wrongful spending on the part of the employees. We are using duct tape and band aids, trying to conserve electricity where we can to save on the budget. He was able to get the money spent for the Lucas device reimbursed by a grant so we can use it towards something else. But the time has come and we will soon no longer be able to work this way. He is currently doing the job that was once done by five full-time employees. We need to talk about this and see where we are at. The biggest problem is that we are working off of old money. The Village has not had a general fund levy increase since 1993. None of us could live on what we made in 1993 and provide for our families and children. There are so many spreadsheets being distributed that it is becoming disruptive. He thanked Council for their time.

Fiscal Officer Borgerding said once we look at the budget in the next month we will have a much better handle on things. We will be able to get a plan together to figure out what we need to do. Mr. Bartlett said he would be happy to volunteer to go through the numbers with Fiscal Officer Borgerding.

Mr. Bartlett moved, seconded by Mrs. Graves to pay the bills as approved by the Mayor, Fiscal Officer and Chairman of the Finance Committee. On roll call; six ayes, no nays.

Mr. Bartlett moved, seconded by Mrs. Graves to accept the recommendation of the Rules and Law Committee which met on Friday, May 22, 2020 at 3:00 pm. Present at the meeting were Committee Chair, Maggie Palazzolo, Committee members, Rob Bartlett and Marcy Lewis and Mayor Bill Brown. The meeting began at 3:00 PM to discuss the Review of Mariemont Village Code of Ordinances and Prohibiting Mayor and Council from Sitting on the Architectural Review Board.



The first topic was the reviewing and updating the Mariemont Village Code of Ordinances. Maggie Palazzolo updated the committee stating that the list of potential changes is long. Changes have been suggested by various community members and current and prior council members. Examples, include updating the language about bicycles on sidewalks, the requirement of having a dog catcher, and other items. More will surface as we review the code. The discussion today is to agree on a methodology for the review. Some community members who have the legal skills and are familiar with the code have offered to help. Maggie suggested that we enlist their help as well as review the code ourselves and begin to put the items that need to be changed into committees. Prioritization of items, will be based on, financial impact to the village, quick fixes that are simple and glaring errors or loopholes in the existing code, such as the demolition language currently in the Economic Planning and Zoning Committee. The committee recommends beginning the review.

The next topic was "Prohibiting Mayor and Council from Sitting on the Architectural Review Board" (ARB), however that is not the goal of the meeting. The goal is to clarify the rules for the ARB and how the mayor and council fit into that. Currently, there is no code setting rules for how the Mayor or council members sitting on the ARB act as the appeal board members. After discussion, the committee recommends the following changes be made to the rules for the ARB.

1. The Mayor and only one council member may sit on the ARB.
2. The Mayor and the council member sitting on the ARB must vote on any issues that come before that board. (The vote may be to abstain.)
3. The Mayor and the council member sitting on the ARB may not vote as part of the appeal board if the issue is appealed (even if s/he has abstained on the ARB vote).
4. The Mayor may not serve as the chair of the ARB.
5. In any case, the Mayor will not be the tiebreaker for any issue coming before the appeal board.

The meeting concluded at 4:09 PM.

Mr. Bartlett said this will require legislation. Dr. Lewis said the committee discussed that the ARB should be able to choose whoever they wanted as Chairman. Everyone votes the same and the Chairman does not have any more power. It was a point that was somewhat disagreed upon but she felt it was worth mentioning. Mayor Brown said he did not want to sit as Chairman and will not object at this time. On roll call; six ayes, no nays.

Solicitor McTigue will prepare the necessary legislation.

Mrs. Rankin moved, seconded by Dr. Lewis to accept the recommendation of the Safety Committee which met on May 26, 2020 at 4:00 p.m. Present were Committee Chairman Avia Graves, Committee Member Kelly Rankin, John Scherpenberg. The meeting began at 4:00 p.m. to discuss the Vapore Machine. John and his team have come up with several more cost effective methods to sanitize and wipe down needed surfaces. Recommendation is to not purchase the Vapore Machine at this time. Mrs. Graves said Superintendent Scherpenberg is in agreement with the recommendation. On roll call; six ayes, no nays.

Mrs. Rankin gave a verbal update on the creation of a CRA Housing Council. She sent members of the Committee the members that would comprise of the Housing Council. She knows of a couple people who are interested in being on it. The Mayor appoints two people, Council appoints two people, Planning Commission appoints one person and those members appoint two additional members. Matt Ayer is interested and she asked Council to let her know of anyone that might be interested. Mr. Stelzer asked what they would be asked to do as a CRA Housing Council member. Mrs. Rankin said they are supposed to make an annual inspection of the properties in the CRA to make sure they are being maintained up to the standards that are called for in the abatement. A report is provided to the Building Commissioner who reports to Hamilton County. Mr. Stelzer asked if there were certain skill sets Council is looking for the people who would be serving on the Council. Mrs. Rankin said there are no specific skill sets needed. Ms. Palazzolo said it should not be someone on Council as we are trying to undo all the overlapping of leadership. Mrs. Rankin said notice was sent out to the public but there was no response.

Mayor Brown said he understands that Mrs. Graves has received emails regarding safety on Settle Road. Mrs. Graves said she continues to get emails regarding cars travelling fast along Settle Road. There was an incident where a parked car was hit. This subject has been discussed in the past and she is not sure what else can be done. Mayor Brown asked if the speed trailer was sent to gather information on what the average speed was. Ms. Palazzolo said that was done a couple of years ago and suggested getting the data from Chief Hines. Those counts would represent true data as many

people are working from home. But she has been told that the speed is worse because there is less traffic on the roads. She is not sure how to address that. Mrs. Graves said ideally they would like the street to be closed off. She is unsure what to tell them the next steps would be. Mr. Brown said it is an issue that goes back years. Ms. Palazzolo said closing off Settle at this point is not viable for two reasons being Fairfax closed all the streets but Waterson (and one small street which she did not remember the name). She believes there would be an intense uptick on other through streets that Mariemont has, including the Historic District and the square. She said it might be worth trying to work with Fairfax to see if they would open a street to filter through.

Mr. Bartlett said if we have the historical data we should pull that out. It is not just one street. We have to create principles and basis for thresholds we are going to set. We need to have more data than one street. We are collecting data on Petoskey right now. We should understand what a busy street is so there is a broader set of criteria and understanding of the data. Dr. Lewis asked about enforcing the speed limit. Ms. Palazzolo said if a police officer was there intermittently giving tickets it would deter some of the speeding. Mayor Brown said he will talk with Chief Hines.

Mayor Brown said he received an email from resident Cortney Scheeser regarding the cut through path from the high school to the Hiawatha/Rembold median. It is in horrible disrepair and he asked if the Village could partner with the school to clean it up. He believes this is work our service department could handle. He referred the matter to the Public Works and Service Committee.

Mayor Brown said we got some information from the Ohio Municipal League regarding the CARES Act grant. There may be more monies available to municipalities, especially with smaller populations. Mr. Bartlett said this is a grant but it has to be used on specific expenses and it must be COVID-19 related. It also should not be something that was in our base budget. It is incremental work. The Village needs to pass a Resolution, obtain a DUNS number and register on their website portal. The monies need to be encumbered by October and by the end of December we need to return any unused funds. This is not law yet but he strongly recommends that the Village start the steps of applying now. The Village could receive up to \$61,940.00. Those funds could be used to purchase the vaporizer equipment for the Service Department. We cannot double dip and ask for reimbursement on items reimbursed by the FEMA grant. Mr. Stelzer said we need to have our employees track any time spending on COVID-19 response. It also includes supplies. Fiscal Officer Borgerding said he does not believe it is something that will be audited – it will be done more on an honor system.

#### Miscellaneous:

Village Offices will be closed Friday July 3, 2020 in Observation of Independence Day

The Budget Hearing will be Monday July 13, 2020 at 5:30 p.m.

#### Resolutions:

“Resolution Regarding Cares Act Loan” had a first reading. Council agreed to add the emergency clause for the next meeting and position the Village to move quickly should we need to. It was also agreed to change the word “Loan” to “Grant”.

“To Authorize Ohio Department of Transportation to Proceed with Various Traffic Signal, Signing and Pavement Marking Upgrades on US 50 (Wooster Pike) Located on the Eastern Corridor Section II/III PID Mo. 112171 County/Route/Section: Ham Eastern Corridor VAR TSG; and Enter into Contract” had a first reading. Mr. Stelzer asked for a quick synopsis of what is being approved. Mayor Brown said it has to do with the upgrade to the traffic signals in the square. He will ask Engineer Ertel to provide Council a narrative.

Mr. Bartlett said his belief was the Village was going to get bids to do the cross sections in the Village along with this work. Mayor Brown said he and Mrs. Rankin said the ODOT contractor doing the work gave an estimate of \$30,000 and an independent contractor was \$20,000. After discussing with Engineer Ertel the consensus was to wait until the next paving project and incorporate it in that project. Mrs. Graves suggested reaching out to the ODOT contractor to see if they would match the \$20,000 bid. It just seems a shame to not do the work while it is being torn up. Mayor Brown will have Engineer Ertel check with ODOT.

Ordinances:

“To Amend Ordinance O-11-20 of the Mariemont Code of Ordinances to Increase Payment for Employees; And To Effect Changes to Full-Time Employee Health Care Plans” had a third reading. Mrs. Rankin moved, seconded by Mrs. Graves to adopt the Ordinance. On roll call; six ayes, no nays. Ordinance No. O-16-20 was adopted.

“Ordinance Amending Section 32.1 of the Mariemont Code of Ordinances, Rules of Council, Section (A) Rule 1” (Council meeting time) had a first reading.

Ms. Palazzolo asked to have her agenda item remain for Rules and Law regarding MCO Code Review and mark the target date July 2020.

The meeting adjourned at 7:45 p.m.

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William A. Brown, Mayor

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Anthony J. Borgerding, Fiscal Officer



**Village of Mariemont  
Special Council Meeting  
June 4, 2020**

Mayor Brown called the meeting to order at 6:38 PM. Present was Mr. Bartlett, Mrs. Graves, Dr. Lewis, Ms. Palazzolo, Mrs. Rankin and Mr. Stelzer were virtually connected due to the COVID-19 pandemic.

Mayor Brown thanked Mr. Stelzer for all the work he contributed to getting the pool to open.

Mr. Stelzer updated Council on the status of the pool. He admitted he was skeptical at first if residents would be interested in memberships due to restrictions to comply with the COVID-19 guidelines. As of today, we are at \$81,000 which far exceeded the \$65,000 goal set by Council. A lot of hard work and generosity went into making this happen and he thanked members of Council, Pool Manager, Jordan Schad, the Pool Board members and volunteers who distributed flyers in the community and donated their time at the pool in various ways. He was impressed with the response from the community and encouraged going forward with other challenges the Village may be facing. He also thanked MPF who donated \$5,000 and several residents who made donations as well. Family memberships exceeded the number sold in 2019. Generous residents donated items to open the pool such as the Plexiglas shield for the front desk, personal protection equipment (masks and face shields) sanitizer and cleaning chemicals. He can assure everyone that the Village is doing everything to operate the pool in the safest means possible. We will have the benefit of other area pools that are already opened. We are in the process of putting together the operating safety protocols. He is hopeful to have the pool open by June 15, 2020. The pool repairs are complete and the pool is being filled with water. He talked with the Solicitor about additional waiver language for participants and employees. They will sign those waivers when they arrive at the pool for the first time and prior to employment. Mrs. Rankin said perhaps the forms could be emailed to members. We have to figure how many people we can let in the pool and on the pool deck at a time.

Mr. Bartlett said the pool will be inspected by the Hamilton County Health Commissioner prior to opening. Mr. Stelzer said they will also inspect the operating guidelines and procedures.

Council voted unanimously to open the swim pool.

Ms. Palazzolo moved, seconded by Mrs. Rankin to accept the recommendation of the Safety Committee which met on May 21, 2020 at 5:00 p.m. Present at the meeting were Committee Chairman Avia Graves, Committee Members Maggie Palazzolo and Kelly Rankin, Councilwoman Marcy Lewis and Don Keyes. The meeting began at 5:00 p.m. to discuss safety of 5G. A resident of Mariemont had expressed concern of potential safety hazards to 5G coming to Mariemont as such it was referred to the Safety Committee for discussion. Upon further review with Ed McTigue our Village Solicitor we are unable to prevent companies from coming into Mariemont to install 5G. We also have limited say as to the placement of these devices; however the company is willing to work with us on that placement as long as said placement still results in the proper 5G coverage of the area. The Committee also reviewed data regarding the safety of 5G and there is no definitive scientific data to say that 5G is not safe. However, with that being said it would still be our preference to try and work with this company on placement of these devices to locations that would be distanced from residential homes as much as possible for aesthetics as well as for any potential health concerns. It is the recommendation of the Committee and Don Keyes is also in support to move this matter to Public Works so that work can start to engage with this company to try and influence the placement of these devices to be best served by Mariemont residents. Mayor Brown said he believes we are going to have to continue to address this issue. Mrs. Graves said that is why the Committee believes it should be moved to Public Works to continue the discussion. On roll call; six ayes, no nays.

Mr. Bartlett moved, seconded by Mrs. Rankin to accept the recommendation of the Rules & Law Committee which met on May 29, 2020. Present were Committee Chair Maggie Palazzolo, Rob Bartlett and Marcy Lewis. The Committee discussed changing the time of the regular Council meetings from 7:00 p.m. to 6:30 p.m. The Committee recommends that the meeting be changed to 6:30 p.m. going forward. In addition, Rule I of the Rules of Council state that there will be one meeting in the months of June, July and August. The Committee recommends that be changed and we maintain the regular two meeting per month schedule. We can always change it to one if we decide to, but it should remain consistent throughout the year. Mrs. Van Pelt said she believes Council did make the legislative change on the number of meetings per month but it has yet to be codified. On roll call; six ayes, no nays.

Mayor Brown said he received an email from Ms. Susan Page who is very concerned about the 5G installation in the Village. She asked what company will be coming into the Village to install the poles. He said the company will be Peaknet. At this time we do not know if they are coming in the Village acting independently or whether they are the agent for Cincinnati Bell, AT&T etc. There is an important distinction between the two. Ms. Page asked how much money the Village will receive. Mayor Brown said it is true that the Village will be able to obtain a certain degree of revenue but it will be part of the negotiations and some is set by legislation. Ms. Page asked the particular model that will be used. Mayor Brown said the Village does not yet know that. She asked if the Building Commissioner will have input on the placement of the towers. Mayor Brown said that is what Council will be discussing. The Village will endeavor to have some say as to where the poles will go and what they will look like. Mayor Brown and Mr. Bartlett had a conversation with Frost Brown Todd and there is a two pronged strategy that the Village needs to pursue. He stresses that time was of the essence. There is a way to have some say in management over the public right-of-way in terms of legislation that needs to be drafted. The Village would also need to enact specific legislation regarding to the particulars of 5G. They were able to give the Village several examples of legislation that other communities have incorporated. We would want to tailor it to the Village's own specifics. He is considering asking some members of MPF and other residents to help with the drafting of the specifics and details. Time is of the essence. If the Village does not have the legislation on the books prior to Peaknet making a formal application there is a shot clock that starts the negotiating. At this time the Village is not negotiating from a power of strength. He is hopeful that Frost Brown Todd will be able to get something to us for the next Council meeting – if not we may need to schedule another Special Meeting of Council.

Mr. Bartlett said the Ordinance should incorporate ongoing annual right-of-way fees. Mayor Brown said that certainly should be part of the negotiating.

Council agreed unanimously to have Frost Brown Todd draft the initial legislation. It is estimated to take 5 hours of legal work.

Mayor Brown said the Village did get a bid on the paper street. He opened the bid which was from Charles Turner in the amount of \$50,001.

Mr. Stelzer said there is active bidding on the house. He assumes that the Village is still proceeding as we anticipated originally that the lot would be subdivided and a house built on it. The next step will be to get to a purchase and sale agreement.

Mayor Brown said he and Mr. Stelzer had a conference with Frost Brown Todd who have some experience with this type of work. What is being proposed is a sharing of legal work with Solicitor McTigue reviewing. Mr. Stelzer said he would like the draft for the Purchase and Sale Agreement to be done within 7-10 days. The buyer will be doing the survey which will allow the Village to have a legal description which is an integral part of the Purchase and Sale Agreement.

Mayor Brown said we will have to draft an Ordinance to authorize the Purchase and Sale Agreement and then another Ordinance to actually vacate the paper street.

Council agreed unanimously that Frost Brown Todd would be doing some of the legal work for the sales transaction.

The meeting adjourned at 7:15 p.m.

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William A. Brown, Mayor

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Anthony J. Borgerding, Fiscal Officer

**VILLAGE OF MARIEMONT  
FISCAL OFFICER'S REPORT  
May 31, 2020**

<u>FUND</u>	<u>BAL. 1-1-20</u>	<u>MO. RECEIPTS</u>	<u>YTD RECEIPTS</u>	<u>MO. DISBMNT</u>	<u>YTD DISBMNT</u>	<u>END. BAL.</u>
General - 101	1,011,326	189,007	1,452,076	236,035	1,486,894	976,509
Street Improv. - 201	15,351	12,642	72,260	2,474	31,733	55,878
State Highway - 202	10,012	999	6,340	334	3,393	12,959
Drug Rel. Pol. Fines - 208	1,257	0	650	0	500	1,407
Alc. Educ. & Enf. - 213	28,683	13	2,912	0	500	31,095
Court Computer - 214	387	945	4,315	218	5,766	(1,063)
MariElders - 280	0	0	34,654	3,398	34,654	0
Paramedic 295	10,730	7,845	140,456	46,803	192,151	(40,966)
Perm. Improv. - 403	62,434	0	214,497	57,387	184,877	92,054
Health Insur. - 707	1,986	102	310	27	285	2,010
Building Fee - 708	0	0	0	0	0	0
Bloch Trust - 714	0	0	0	0	0	0
Ann Buntin Becker Park- 715	3,452	0	0	0	0	3,452
Street Restor. - 804	0	0	0	0	0	0
Total All Funds	1,145,618	211,554	1,928,469	346,675	1,940,752	1,133,335

<u>INVESTMENTS</u>					<u>BANK RECONCILIATION</u>	
<u>FUNDS</u>	<u>INSTITUTION</u>	<u>DETAILS</u>	<u>AMOUNT</u>			
101.201,295, 403	PNC Capital Markets		509,529		Bank Balance	80,556
					Petty Cash funds(3)	225
					Money Market Sweep Acct	584,933
					♦ Deposits in Transit ♦	58
					Paypal Retained Balance	100
					Plus: Investments PNC **	509,529
					Less: Voided Checks pending	(27)
					Less: Checks Outstanding	(42,039)
					<b>TREASURY BALANCE</b>	<b>1,133,335</b>
<u>LIABILITIES</u>						
<u>INSTITUTION</u>	<u>DETAILS</u>	<u>TOTAL AMOUNT</u>	<u>YEARLY DUE</u>	<u>Maturity</u>		
PNC BOND	Bldg Addition	\$396,230	\$100,888	2024		
OPWC	CT07U Paving	\$39,512	\$1,976	2037		
OPWC	CT11V Paving	\$44,422	\$2,221	2039		
AMBULANCE		\$205,647	\$51,412	2024		

## VILLAGE OF MARIEMONT EXPENSE REPORT

		2021		2022		2023		2024		2025	
		REVENUE TOTAL	MTD EXPENSES	YTD EXPENSES	YTD RECEIPTS	EXPENSES	RECEIPTS	EXPENSES	RECEIPTS	EXPENSES	RECEIPTS
ACCOUNT.....	DESCRIPTION	ADDITIONALS	MTD EXPENSES	YTD EXPENSES	YTD RECEIPTS	EXPENSES	RECEIPTS	EXPENSES	RECEIPTS	EXPENSES	RECEIPTS
Building Addition		Normal Expenses/Receipts	\$4,976,280	\$765,131	\$1,859,397	4,868,142	4,833,903	5,767,904	4,650,145	4,437,640	4,316,550
		Addl'l Expenses/Receipts	\$0	\$50,444	\$191,155	0	1,033,161	1,033,161	4,602,000	139,220	848,000
	TOTALS		\$4,976,280	\$815,575	\$1,970,552	5,149,063	4,833,903	5,778,065	5,050,145	4,576,860	5,114,550
101.101.52111	SALARIES - POLICE		\$1,034,000	\$75,902	\$406,334	1,027,198	970,915	871,698.01	890,612	890,612	
101.101.52121	PER'S - POLICE		\$20,000	\$0	\$7,884	15,746	16,841	18,090.24	15,676	18,097	
101.101.52122	POLICE & FIRE PENSION - POLICE		\$189,000	\$13,180	\$67,993	184,019	155,427	142,959.16	139,128	139,128	
101.101.52123	HEALTH CARE - POLICE		\$126,000	\$296	\$67,420	129,063	117,719	109,514	109,514	109,514	
101.101.52129	OTHER BENEFITS - POLICE		\$18,000	\$0	\$4,692	8,610	37,627	22,353.78	16,984	16,984	
101.101.52201	TRAVEL & TRANSPORTATION - POLICE		\$1,000	\$0	\$0	901	231	112.35	0	0	
101.101.52301	CONTRACTUAL EQUIPMENT MAINT. - P		\$0	\$0	\$0	0	0	0	0	0	
101.101.52302	CONTRACTUAL EQUIPMENT RENTAL - P		\$15,000	\$0	\$4,290	13,760	13,305	12,840.00	1,320	1,320	
101.101.52304	CONTRACTUAL DISPATCHER FEES - PO		\$1,000	\$0	\$0	0	0	300	3,587	0	
101.101.52309	OTHER CONTRACTUAL SERVICES - POL		\$5,000	\$18	\$650	3,492	4,476	4,991.80	15,866	15,866	
101.101.52401	OFFICE SUPPLIES - POLICE		\$18,000	\$717	\$6,361	16,734	17,545	16,662.99	8,034	8,034	
101.101.52402	GASOLINE AND OIL - POLICE		\$10,000	\$0	\$496	8,842	20,960	17,898.11	0	0	
101.101.52403	REPAIR/MAINT OF EQUIP/VEHICLES -		\$0	\$0	\$0	0	0	0	0	0	
101.101.52405	INSURANCE - POLICE		\$35,000	\$417	\$10,869	35,495	29,986	22,124.38	17,580	17,580	
Subtotal 101.101	OTHER - POLICE		\$1,466,000	\$90,530	\$571,880	1,443,860	1,384,982	1,255,611	1,175,467	1,175,467	
101.102.52111	SALARIES - FIRE		\$446,000	\$13,080	\$107,368	433,869	391,794	362,693	399,668	399,668	
101.102.52121	PER'S - FIRE		\$0	\$0	\$0	0	0	0	0	0	
101.102.52122	POLICE & FIRE PENSION - FIRE		\$23,000	\$0	\$0	21,353	21,597	18,956	18,782	18,782	
101.102.52123	HEALTH CARE - FIRE		\$10,000	\$0	\$0	7,021	8,060	7,910	7,619	7,619	
101.102.52129	OTHER BENEFITS - FIRE		\$7,000	\$0	\$1,893	3,509	23,935	10,534	10,678	10,678	
101.102.52201	TRAVEL & TRANSPORTATION - FIRE		\$500	\$0	\$0	0	0	0	0	0	
101.102.52301	CONTRACTUAL EQUIPMENT MAINT. - FI		\$0	\$0	\$0	0	0	0	0	0	
101.102.52302	CONTRACTUAL EQUIPMENT RENTAL - FI		\$2,500	\$0	\$988	2,000	1,968	1,945	2,246	2,246	
101.102.52304	CONTRACTUAL DISPATCHER FEES - FIRE		\$3,500	\$0	\$45	2,830	3,280	3,095	2,995	2,995	
101.102.52309	OTHER CONTRACTUAL SERVICES - FIRE		\$2,500	\$0	\$788	2,299	1,216	1,467	1,467	1,467	
101.102.52401	OFFICE SUPPLIES - FIRE		\$202	\$202	\$1,296	3,430	3,371	3,013	3,055	3,055	
101.102.52402	GASOLINE AND OIL - FIRE		\$4,000	\$1,366	\$5,602	4,593	8,284	8,952	8,288	8,288	
101.102.52403	REPAIR/MAINT OF EQUIP/VEHICLES -		\$0	\$0	\$0	0	0	0	0	0	
101.102.52405	INSURANCE - FIRE		\$29,000	\$1,659	\$8,840	28,502	35,072	27,100	24,749	24,749	
Subtotal 101.102	OTHER - FIRE		\$39,000	\$16,316	\$126,840	509,406	486,577	446,780	479,417	479,417	
101.111.52111	SALARIES		\$0	\$0	\$0	0	0	0	0	0	
101.111.52121	PER'S		\$0	\$0	\$0	0	0	0	0	0	
101.111.52129	OTHER BENEFITS		\$0	\$0	\$0	0	0	0	0	0	
Subtotal 101.111			\$0	\$0	\$0	0	0	0	0	0	
101.201.52409	OTHER - PAYMENT TO CITY HEALTH DEPT		\$12,000	\$0	\$5,568	10,742	11,195	9,427	8,920	8,920	
101.301.52111	SALARIES - RECREATION		\$0	\$0	\$0	0	0	0	0	0	
101.301.52121	PER'S - RECREATION		\$0	\$0	\$0	0	0	0	0	0	
101.301.52123	HEALTH CARE - RECREATION		\$0	\$0	\$0	0	0	0	0	0	
101.301.52129	OTHER BENEFITS - RECREATION		\$200	\$0	\$0	14	14	1	388	388	
101.301.52301	CONTRACTUAL EQUIPMENT MAINT. - RE		\$0	\$0	\$0	0	0	0	0	0	
101.301.52302	CONTRACTUAL EQUIPMENT RENTAL - RE		\$0	\$0	\$0	0	0	0	0	0	
101.301.52309	OTHER CONTRACTUAL SERVICES - RECR		\$0	\$4,000	\$4,000	0	0	0	0	0	
101.301.52403	REPAIR/MAINT OF EQUIP/VEHICLES -		\$0	\$0	\$0	0	0	0	0	0	
101.301.52405	INSURANCE - RECREATION		\$0	\$132	\$4,052	10,676	14,351	13,289	9,691	9,691	
101.301.52409	OTHER - RECREATION		\$19,000	\$132	\$4,052	10,676	14,351	13,289	9,691	9,691	
Subtotal 101.301			\$19,200	\$4,132	\$8,052	10,676	14,365	13,289	10,080	10,080	



VILLAGE OF MARIEMONT EXPENSE REPORT

Account Number	Description	2021		2022		2023		2024		2025		2026		2027		2028	
		Revised Total	MTD Expenses	YTD Expenses	YTD Receipts	Expenses	Receipts	Expenses	Receipts	Expenses	Receipts	Expenses	Receipts	Expenses	Receipts	Expenses	Receipts
101.302.52111	SALARIES -PARK MAINTENANCE	\$790,000	\$21,853	\$110,917		270,512		275,348		245,355		245,065					
101.302.52121	PERS -PARK MAINTENANCE	\$44,000	\$0	\$15,187		42,132		37,301		32,566		33,725					
101.302.52123	HEALTH CARE -PARK MAINTENANCE	\$94,000	\$157	\$35,547		91,930		91,352		82,518		89,656					
101.302.52129	OTHER BENEFITS -PARK MAINTENANCE	\$4,000	\$0	\$1,331		2,469		11,750		7,715		4,568					
101.302.52201	TRAVEL & TRANSPORTATION -PARK MA	\$1,500	\$0	\$364		1,463		1,156		886		1,008					
101.302.52301	LAWN SERVICE	\$47,000	\$0	\$0		45,499		41,595		47,349		46,365					
101.302.52302	CONTRACTUAL EQUIPMENT RENTAL	\$0	\$0	\$0		0		0		0		0					
101.302.52309	OTHER CONTRACTUAL SERVICES -PARK	\$25,000	\$7,590	\$11,808		21,624		9,610		9,044		11,058					
101.302.52401	OFFICE SUPPLIES -PARK MAINTENANC	\$1,500	\$0	\$286		124		481		341		162					
101.302.52402	GASOLINE AND OIL -PARK MAINTENAN	\$13,000	\$1,004	\$4,062		12,252		12,225		8,819		7,358					
101.302.52403	REPAIR/MAINT OF EQUIP/VEHICLES -	\$18,000	\$2,129	\$5,155		17,947		12,556		9,524		7,841					
101.302.52405	INSURANCE -PARK MAINTENANCE	\$0	\$0	\$0		0		0		0		0					
101.302.52409	OTHER -PARK MAINTENANCE	\$104,000	\$9,116	\$27,970		132,236		116,912		99,707		70,605					
101.302.52420	Landscaping & Beautification	\$50,000	\$0	\$31,035		48,200		48,756		59,304		35,424					
Subtotal 101.302		\$702,000	\$41,851	\$245,674		685,647		658,942		602,627		552,834					
101.303.52111	SALARIES -SWIM POOL	\$72,000	\$1,193	\$4,785		68,364		66,528		67,774		62,684					
101.303.52121	PERS -SWIM POOL	\$9,500	\$0	\$618		6,983		8,815		9,475		8,871					
101.303.52123	OTHER BENEFITS -SWIM POOL	\$1,500	\$0	\$321		594		5,292		1,805		463					
101.303.52301	CONTRACTUAL EQUIPMENT MAINT - SW	\$0	\$0	\$0		0		0		0		0					
101.303.52302	CONTRACTUAL EQUIPMENT RENTAL -SW	\$0	\$0	\$0		0		0		0		0					
101.303.52309	OTHER CONTRACTUAL SERVICES -SWIM	\$250	\$0	\$0		0		0		0		0					
101.303.52401	OFFICE SUPPLIES -SWIM POOL	\$250	\$0	\$0		0		0		0		15					
101.303.52403	REPAIR/MAINT OF EQUIP/VEHICLES -	\$0	\$0	\$0		0		0		0		0					
101.303.52405	INSURANCE -SWIM POOL	\$0	\$0	\$0		0		0		0		0					
101.303.52409	OTHER -SWIM POOL	\$59,500	\$1,003	\$22,992		61,406		59,423		47,538.93		44,350					
Subtotal 101.303		\$144,000	\$2,196	\$28,723		137,246		140,058		126,594		116,383					
101.401.52409	OTHER - COMMUNITY PLANNING AND Z	\$0	\$0	\$0		0		0		0		0					
101.402.52111	SALARIES - HOUSING & BUILDING IN	\$75,000	\$3,333	\$16,667		39,035		78,114		68,816		58,859					
101.402.52121	PERS - HOUSING & BUILDING INSPC	\$13,000	\$0	\$2,333		5,840		9,686		9,285		8,989					
101.402.52123	HEALTH CARE - HOUSING & BUILDING	\$0	\$0	\$0		0		0		0		0					
101.402.52129	OTHER BENEFITS - HOUSING & BUILD	\$2,000	\$0	\$377		649		3,620		393		2,429					
101.402.52201	TRAVEL & TRANSPORTATION - HOUSIN	\$750	\$0	\$0		0		0		0		0					
101.402.52309	OTHER CONTRACTUAL SERVICES - HOU	\$3,500	\$0	\$1,909		3,330		1,483		1,660		285					
101.402.52401	OFFICE SUPPLIES - HOUSING & BUIL	\$250	\$0	\$84		0		0		930		930					
101.402.52409	OTHER - HOUSING & BUILDING INSPC	\$16,000	\$2,683	\$14,979		18,810		6,512		7,454		5,960					
Subtotal 101.402		\$110,000	\$6,016	\$36,349		67,664		99,415		87,614		77,453					
101.501.52303	CONTRACTUAL TRASH COLLECTION - R	\$330,000	\$104,709	\$104,709		278,189		301,739		314,377		258,735					
101.501.52309	OTHER CONTRACTUAL SERVICES - REF	\$0	\$0	\$0		0		0		0		0					
101.501.52409	OTHER - REFUSE COLLECTION AND DI	\$5,000	-\$78,532	\$50,816		5,136		-2,197		5,439		1,747					
Subtotal 101.501		\$335,000	\$26,177	\$155,525		283,325		299,541		319,815		260,482					
101.601.52111	SALARIES - STREET MAINTENANCE &	\$15,000	\$563	\$4,311		12,810		16,225		13,617		12,096					
101.601.52121	PERS - STREET MAINTENANCE & RPA	\$2,500	\$0	\$632		1,847		2,111		1,906		1,904					
101.601.52129	OTHER BENEFITS - STREET MAINTNA	\$500	\$0	\$78		141		953		305		795					
101.601.52201	TRAVEL & TRANSPORTATION - STREET	\$0	\$0	\$0		0		0		0		0					
101.601.52309	OTHER CONTRACTUAL SERVICES - STR	\$0	\$0	\$0		0		0		0		0					
101.601.52409	OTHER - STREET MAINTENANCE & REP	\$500	\$0	\$0		0		0		0		0					
Subtotal 101.601		\$18,500	\$563	\$5,022		14,798		19,288		15,829		14,796					

VILLAGE OF MARIEMONT EXPENSE REPORT

Account Number	Description	2021		2022		2023		2024		2025	
		REVISED TOTAL	APPROPRIATION	MTD EXPENSE	YTD EXPENSE	YTD RECEIPTS	EXPENSES	RECEIPTS	EXPENSES	RECEIPTS	EXPENSES
101.701.52111	SALARIES - MAYOR AND ADMINISTRATIVE	\$8,000		\$667	\$3,333		8,000		8,000		7,333
101.701.52121	PERS - MAYOR AND ADMINISTRATIVE	\$1,500		\$0	\$93		2,231		1,138		1,120
101.701.52129	OTHER BENEFITS - MAYOR AND ADMIN	\$0		\$0	\$46		78		0		0
101.701.52201	TRAVEL & TRANSPORTATION - MAYOR	\$0		\$0	\$0		0		0		0
101.701.52401	OFFICE SUPPLIES - MAYOR AND ADMIN	\$0		\$0	\$0		0		0		0
101.701.52405	INSURANCE - MAYOR AND ADMINISTRATIVE	\$1,000		\$0	\$235		750		375		1,050
101.701.52406	MARRIAGE OFFICATING	\$5,000		\$91	\$1,327		10,666		-10		1,653
101.701.52409	OTHER - MAYOR AND ADMINISTRATIVE	\$19,500		\$758	\$5,024		21,724		10,152		11,166
Subtotal 101.701											
101.702.52111	SALARIES - LEGISLATIVE ACTIVITIES	\$7,000		\$500	\$2,415		6,000		6,333		5,500
101.702.52121	PERS - LEGISLATIVE ACTIVITIES	\$500		\$0	\$0		0		181		175
101.702.52129	OTHER BENEFITS - LEGISLATIVE ACT	\$0		\$0	\$31		0		0		6
101.702.52201	TRAVEL & TRANSPORTATION - LEGISL	\$0		\$0	\$0		526		0		0
101.702.52309	OFFICE SUPPLIES - LEGISLATIVE ACT	\$0		\$0	\$0		0		0		0
101.702.52401	INSURANCE - LEGISLATIVE ACTIVITIES	\$0		\$0	\$0		0		0		0
101.702.52405	OTHER - LEGISLATIVE ACTIVITIES	\$35,000		\$4,611	\$27,353		29,666		7,780		32,688
101.702.52409	Subtotal 101.702	\$42,500		\$5,111	\$29,798		36,192		14,294		38,368
101.703.52111	SALARIES - CLERK/TREASURER	\$158,000		\$12,960	\$66,654		158,522		144,323		116,439
101.703.52121	PERS - CLERK/TREASURER	\$22,000		\$0	\$8,177		22,214		19,463		18,726
101.703.52129	HEALTH CARE - CLERK/TREASURER	\$35,000		\$59	\$20,510		37,679		31,874		30,111
101.703.52201	OTHER BENEFITS - CLERK/TREASURER	\$70,000		\$6,148	\$31,650		67,962		77,016		66,479
101.703.52309	TRAVEL & TRANSPORTATION - CLERK/T	\$250		\$0	\$0		0		0		0
101.703.52401	OFFICE SUPPLIES - CLERK/TREASURER	\$8,000		\$0	\$8,010		7,899		1,110		9,668
101.703.52405	INSURANCE - CLERK/TREASURER	\$3,250		\$0	\$233		3,149		2,549		2,119
101.703.52409	Subtotal 101.703	\$318,000		\$18,000	\$140,159		314,417		306,472		254,755
101.704.52111	SALARIES - LAND AND BUILDING	\$0		\$0	\$0		0		0		0
101.704.52121	PERS - LAND AND BUILDING	\$0		\$0	\$0		0		0		0
101.704.52129	OTHER BENEFITS - LAND AND BUILDING	\$0		\$0	\$0		-1		0		0
101.704.52301	CONTRACTUAL EQUIPMENT RENTAL - L	\$0		\$0	\$0		0		0		0
101.704.52302	CONTRACTUAL EQUIPMENT RENTAL - L	\$0		\$0	\$0		0		0		0
101.704.52309	OTHER CONTRACTUAL SERVICES - LAND	\$1,500		\$0	\$256		1,106		1,356		782
101.704.52401	OFFICE SUPPLIES - LAND AND BUILD	\$0		\$0	\$0		0		0		0
101.704.52405	REPAIR/MAINT OF EQUIP/VEHICLES -	\$0		\$0	\$0		0		0		0
101.704.52409	INSURANCE - LAND AND BUILDING	\$34,000		\$0	\$0		32,980		31,695		28,590
Subtotal 101.704		\$55,000		\$4,751	\$23,183		52,027		55,340		47,953
101.705.52409	OTHER - CITY AUDS & TREAS SPEC.	\$2,000		\$0	\$599		1,245		1,695		385
101.706.52409	OTHER - COUNTY AUDS & TREAS FEE	\$7,000		\$0	\$1,997		6,985		7,001		3,648
101.707.52409	OTHER - LEGAL ADVERTISING	\$2,000		\$0	\$1,430		1,090		1,054		903

VILLAGE OF MARLBOROUGH EXPENSE REPORT

ACCOUNT	DESCRIPTION	REVERSED TOTAL APPROPRIATIONS	MTD EXPENSES	YTD EXPENSES	YTD RECEIPTS	EXPENSES RECEIPTS	EXPENSES RECEIPTS	EXPENSES RECEIPTS
101.708.52409	OTHER - STATE EXAMINER'S FEES	\$0	\$0	\$0	8,134	0	8,130	49
101.709.52111	SALARIES - SOLICITOR	\$0	\$0	\$0	0	0	0	0
101.709.52121	PERS. - SOLICITOR	\$0	\$0	\$0	0	0	0	0
101.709.52129	OTHER BENEFITS - SOLICITOR	\$150	\$0	\$0	2	67	54	388
101.709.52201	TRAVEL & TRANSPORTATION - SOLIC	\$0	\$0	\$0	0	0	0	0
101.709.52309	OTHER CONTRACTUAL SERVICES - SOL	\$0	\$0	\$0	0	0	0	0
101.709.52401	OFFICE SUPPLIES - SOLICITOR	\$0	\$0	\$0	0	0	0	0
101.709.52405	INSURANCE - SOLICITOR	\$20,000	\$1,270	\$10,830	18,550	0	20,494	11,180
101.709.52409	OTHER - SOLICITOR	\$20,150	\$1,270	\$10,830	18,552	23,230	20,494	11,568
Subtotal 101.709								
101.710.52111	SALARIES - TAX OFFICE	\$70,000	\$4,231	\$31,137	123,054	116,951	110,006	106,486
101.710.52121	PERS. - TAX OFFICE	\$14,000	\$0	\$3,712	15,850	15,738	15,385	14,852
101.710.52123	HEALTH CARE - INCOME TAX OFFICE	\$20,000	\$45	\$11,874	28,819	15,822	15,850	15,759
101.710.52129	OTHER BENEFITS - TAX OFFICE	\$4,000	\$0	\$565	1,040	4,632	2,781	2,065
101.710.52201	TRAVEL & TRANSPORTATION - TAX OFF	\$2,000	\$0	\$0	1,622	1,968	1,031	1,019
101.710.52309	OTHER CONTRACTUAL SERVICES - TAX	\$7,500	\$0	\$3,523	4,774	7,707	10,847	13,817
101.710.52401	OFFICE SUPPLIES - TAX OFFICE	\$2,000	\$0	\$265	1,366	1,005	2,793	1,216
101.710.52403	REPAIR/MAINT OF EQUIP/VEHICLES -	\$0	\$0	\$0	0	0	0	0
101.710.52405	INSURANCE - TAX OFFICE	\$9,500	\$0	\$0	7,522	10,007	8,500	12,792
101.710.52409	OTHER - TAX OFFICE	\$0	\$170	\$843	0	0	0	0
101.710.52410	OHIO DOR FEE FOR USING BUSINESS GATEWAY	\$50,000	\$11,751	\$38,548	62,863	65,947	81,272	39,122
101.710.52790	INCOME TAX REFUNDS	\$179,000	\$16,197	\$90,467	246,891	239,777	246,464	207,148
Subtotal 101.710								
101.711.52409	OTHER - ELECTION EXPENSE	\$9,000	\$0	\$1,518	1,700	4,874	720	2,300
101.712.52409	MUNI BLDG EXPANSION PROJECT EXPE	\$0	\$0	\$0	7,480	-54,478	-500	0
101.601.52409	OTHER - STREET MAINTENANCE & REP	\$120,000	\$3,474	\$31,733	151,580	101,668	122,122	129,386
101.701.52409	OTHER - MAYOR AND ADMINISTRATIVE	\$0	\$0	\$0	0	0	0	0
102.601.52409	OTHER - STREET MAINTENANCE & REP	\$10,000	\$334	\$3,393	8,562	7,854	7,725	17,015
104.302.52409	OTHER - PROVIDE AND MAINTAIN PAR	\$0	\$0	\$0	0	0	0	0
208.101.52111	SALARIES - POLICE	\$0	\$0	\$0	0	0	0	0
208.101.52409	OTHER - POLICE	\$500	\$0	\$500	0	78	0	0
208.101.52419	DRUG FINE - POLICE	\$0	\$0	\$0	0	78	0	0
Subtotal 208.101								
213.101.52111	SALARIES - POLICE GRANT	\$0	\$0	\$0	0	0	0	0
213.101.52121	PERS - POLICE GRANT	\$0	\$0	\$0	0	0	0	0
213.101.52122	POLICE PENSION - POLICE GRANT	\$0	\$0	\$0	0	0	0	0
213.101.52129	OTHER BENEFITS - POLICE GRANT	\$0	\$0	\$0	0	0	0	0
213.101.52409	OTHER - POLICE GRANT	\$15,000	\$0	\$500	22,651	33,397	10,386	5,899
Subtotal 213.101								
214.101.52409	OTHER - POLICE COMPUTER FUND	\$6,000	\$218	\$5,766	9,845	20,382	8,398	2,310
280.301.52409	OTHER - RECREATION PROGRAM	\$64,000	\$3,398	\$34,227	63,812	67,045	65,000	58,621
280.705.52409	OTHER - CITY AUDS & TREAS SPEC.	\$250	\$0	\$96	104	165	104	66
280.706.52409	OTHER - COUNTY AUDS & TREAS FEE	\$750	\$0	\$331	614	624	614	645
290.701.52409	PERMA. IMPRV. FUND	\$0	\$0	\$0	0	0	0	0
295.102.52111	SALARIES-PARAMEDIC	\$186,000	\$43,607	\$171,207	256,544	276,786	286,685	240,277
295.102.52122	POLICE & FIRE PENSION-PARAMEDIC	\$0	\$0	\$0	0	0	0	0
295.102.52123	HEALTH CARE-PARAMEDIC	\$0	\$0	\$0	0	0	0	0
295.102.52129	OTHER BENEFITS-PARAMEDIC	\$6,000	\$0	\$1,338	2,496	7,379	7,483	322

VILLAGE OF MARIEMONT EXPENSE REPORT

		2010		2011		2012		2013		2014		2015		2016	
Account	Description	Revised Total	MTD Expenses	YTD Expenses	YTD Receipts	Expenses	Receipts	Expenses	Receipts	Expenses	Receipts	Expenses	Receipts	Expenses	Receipts
295.102.52201	TRAVEL & TRANSPORTATION - FIRE	\$0	\$0	\$0	\$0	0		0		0		0		0	
295.102.52304	CONTRACTUAL DISPATCHER FEES - FI	\$5,000	\$0	\$988		4,000		3,937		3,890		3,890		4,494	
295.102.52309	OTHER CONTRACTUAL SERVICES - FIR	\$2,000	\$0	\$0	\$0	1,428		1,428		1,428		1,428		1,428	
295.102.52401	OFFICE SUPPLIES - FIRE	\$500	\$0	\$0		0		0		0		0		0	
295.102.52402	GASOLINE AND OIL - FIRE	\$4,000	\$202	\$1,298		3,430		3,371		3,013		2,689		2,689	
295.102.52403	REPAIR/MAINT OF EQUIP/VEHICLES -	\$5,000	\$1,928	\$5,130		6,257		4,726		1,429		4,730		4,730	
295.102.52405	INSURANCE - FIRE	\$0	\$0	\$0		0		0		0		0		0	
295.102.52409	OTHER - FIRE	\$15,500	\$1,066	\$8,454		24,482		12,420		14,302		9,459		9,459	
Subtotal 295.102		\$304,000	\$46,803	\$188,414		298,637		310,047		316,231		263,399		263,399	

VILLAGE OF MARIEMONT EXPENSE REPORT

Account	Description	2011		2012		2013		2014		2015	
		APPROPRIATIONS	REVISED TOTAL	EXPENSES	RECEIPTS	EXPENSES	RECEIPTS	EXPENSES	RECEIPTS	EXPENSES	RECEIPTS
295.705.52409	OTHER - CTY AUDS & TREAS SPEC.	\$750	\$0	\$883		378	523	375	234		
295.706.52409	OTHER - COUNTY AUDS & TREAS FEE	\$2,250	\$0	\$2,855		2,123	2,127	2,124	2,233		
303.703.52409	OTHER - CLERK/TREASURER	\$0	\$0	\$0		0	0	0	0		
304.703.52409	OTHER - CLERK/TREASURER	\$0	\$0	\$0		0	0	0	0		
401.703.52309	OTHER CONTRACTUAL SERVICES - CLE	\$0	\$0	\$0		0	0	0	0		
403.703.52409	PERMA IMPROVEMENT	\$240,000	\$6,943	\$80,425		390,122	396,804	335,267	486,499		
403.704.52409	MUNI BLDG PROJ EXPENSES	\$0	\$50,444	\$50,444		222,546	1,065,639	129,820	0		
403.704.52410	MUNI BLDG LOAN PRINCIPAL	\$86,000	\$0	\$0		42,000	0	0	0		
403.704.52411	MUNI BLDG LOAN INTEREST	\$14,000	\$0	\$0		16,375	0	0	0		
403.704.52420	AMBULANCE LOAN PRINCIPAL	\$42,300	\$0	\$50,000		0	0	0	0		
403.704.52421	AMBULANCE LOAN INTEREST	\$9,130	\$0	\$1,412		0	0	0	0		
Subtotal 403.704		\$151,430	\$50,444	\$101,855		280,921	1,065,639	129,820	0		
403.705.52409	OTHER - CTY AUDS & TREAS SPEC.	\$1,000	\$0	\$584		633	977	632	402		
403.706.52409	OTHER - COUNTY AUDS & TREAS FEE	\$4,000	\$0	\$2,012		3,737	1,620	3,733	3,782		
405.704.54210	MUNI BLDG BOND PRINCIPAL	\$0	\$0	\$0		0	0	0	0		
405.704.54211	MUNI BLDG BOND INTEREST	\$0	\$0	\$0		0	0	0	0		
Subtotal 405.704		\$0	\$0	\$0		0	0	0	0		
707.701.52409	OTHER - MAYOR AND ADMINISTRATIVE	\$1,000	\$27	\$285		584	537	578	525		
708.402.52409	OTHER - HOUSING & BUILDING INSPE	\$1,000	\$0	\$0		637	589	0	0		
714.701.52409	ALFRED BLOCH TRUST	\$0	\$0	\$0		0	0	0	0		
715.302.52409	ANN BUNTIN BECKER PARK FUND	\$0	\$0	\$0		0	0	0	0		
804.402.52409	OTHER - HOUSING & BUILDING INSPE	\$0	\$0	\$0		0	0	0	0		

## WILLIAMS OF MARIEMONT EXPENSE REPORT

[illegible]

VILLAGE OF MARIEMONT REVENUE REPORT

Account.....	Description.....	May 2020 YTD Receipts	May 2019 YTD Receipts	May 2018 YTD Receipts	May 2017 YTD Receipts	Full Year 2019 YTD Receipts	Full Year 2018 YTD Receipts	Full Year 2017 YTD Receipts	Full Year 2016 YTD Receipts
403.110.40111	REAL ESTATE TAX	190,090	183,902	204,460	178,106	349,270	356,116	336,201	334,652
403.110.40112	PERSONAL PROP. TAX (TANGIBLE)	0	0	0	0	0	0	0	0
403.120.40128	PROPERTY TAX ROLBACK	20,818	16,579	20,453	20,475	37,372	36,875	40,880	40,448
403.120.52409	CULTURAL CENTER PROJ GRANT FUNDS (12/2019, 2018 CORRECTION)	0	0	223,852	0	54,656	400,000	0	0
403.180.40182	INTEREST PERM IMPROV	0	1,325	404	0	6,950	4,607	0	0
403.180.41890	REFUNDS AND REIMBURSEMENTS	3,589	3,473	429	13,630	21,701	655	28,630	38,443
403.190.40191	TRANSFERS - CAPITAL IMPROVEMENT	0	0	0	0	0	0	0	0
403.190.40192	ADVANCE	0	0	0	0	0	0	0	0
403.190.52409	MINI BIDS LOAN PROCEEDS (2017 only)	0	0	0	0	0	0	846,000	0
	PERMANENT IMPROVEMENT FUND 403 SUBTOTAL	214,497	205,279	449,598	212,211	469,950	798,253	1,253,711	413,543
707.180.40189	HEALTH CARE FUND 707	310	199	229	265	513	507	637	629
708.160.41621	BUILDING STANDARDS FEE FUND 708	0	0	0	0	637	557	0	0
714.180.40183	(DEPRECIATED) ALFRED BLOCH TRUST FUND 714	0	0	0	0	0	0	0	0
715.180.40183	(DEPRECIATED) ANN BUNTIN BECKER PARK FUND 715	0	0	0	0	0	0	0	0
804.180.41624	STREET RESTORATION FUND 804	0	0	0	0	0	0	0	0

VILLAGE OF MARLBOROUGH REVENUE REPORT

Account.....	Description.....	May					Full Year		Full Year		Full Year	
		2020	2019	2018	2017	2016	2019	2018	2017	2016	2015	2014
		YTD Receipts	YTD Receipts	YTD Receipts	YTD Receipts	YTD Receipts	YTD Receipts	YTD Receipts	YTD Receipts	YTD Receipts	YTD Receipts	YTD Receipts
	GENERAL FUND 101 SUBTOTAL	\$1,452,076	\$1,802,266	\$1,773,098	\$1,346,650	\$1,346,650	\$3,028,970	\$3,729,465	\$3,461,656	\$3,301,767	\$3,301,767	\$3,301,767
	STREET IMPROVEMENT FUND 201 SUBTOTAL	\$72,260	\$48,554	\$49,442	\$49,234	\$49,234	\$141,117	\$122,852	\$123,685	\$122,925	\$122,925	\$122,925
	STATE HIGHWAY FUND 202 SUBTOTAL	\$6,340	\$3,686	\$3,770	\$3,759	\$3,759	\$10,818	\$9,862	\$9,420	\$9,368	\$9,368	\$9,368
	PARKLANDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	DRUG RELATED POLICE FINES FUND 208 SUBTOTAL	\$650	\$53	\$53	\$0	\$0	\$0	\$3	\$0	\$0	\$0	\$0
	ALCOHOL ED & ENFORCEMENT FUND 213 SUBTOTAL	\$2,912	\$8,438	\$9,521	\$4,184	\$4,184	\$16,196	\$20,187	\$13,251	\$16,456	\$16,456	\$16,456
	MAYOR'S COURT COMPUTER FUND 214	\$4,315	\$3,005	\$2,543	\$1,983	\$1,983	\$6,521	\$6,382	\$4,527	\$4,526	\$4,526	\$4,526
	MARLBOROUGH FUND 280 SUBTOTAL	\$34,654	\$32,301	\$36,985	\$32,657	\$32,657	\$63,531	\$64,777	\$61,986	\$61,707	\$61,707	\$61,707
	(DEPRECIATED) FUND 295 SUBTOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	PARAMEDIC FUND 303 SUBTOTAL	\$140,456	\$158,000	\$161,356	\$144,342	\$144,342	\$292,430	\$297,850	\$285,678	\$289,966	\$289,966	\$289,966
	(DEPRECIATED) FUND 304 SUBTOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	(DEPRECIATED) FUND 304 ISSUE II	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	PERMANENT IMPROVEMENT FUND 403 SUBTOTAL	\$214,497	\$205,279	\$449,598	\$212,211	\$212,211	\$469,950	\$798,253	\$1,253,711	\$413,543	\$413,543	\$413,543
	HEALTH CARE FUND 707	\$310	\$199	\$229	\$265	\$265	\$513	\$507	\$557	\$0	\$0	\$0
	BUILDING STANDARDS FEE FUND 708	\$0	\$0	\$0	\$0	\$0	\$637	\$557	\$0	\$0	\$0	\$0
	(DEPRECIATED) ALFRED BLOCH TRUST FUND 714	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	(DEPRECIATED) ANN BUNTING BECKER PARK FUND 715	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	STREET RESTORATION FUND 804	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	FUND 403 LESS Building Addition loan/grant monies	0	0	(223,852)	0	0	(400,000)	0	(848,000)	0	0	0
	TOTALS	1,938,485	2,782,327	2,662,593	1,995,485	1,995,485	4,833,903	4,850,245	4,368,550	4,215,946	4,215,946	4,215,946



VILLAGE OF MANHOMET REVENUE REPORT

Account	Description	May 2020 YTD Receipts	May 2019 YTD Receipts	May 2018 YTD Receipts	May 2017 YTD Receipts	Full Year 2019 YTD Receipts	Full Year 2018 YTD Receipts	Full Year 2017 YTD Receipts	Full Year 2016 YTD Receipts
101.110.40111	REAL ESTATE TAX	188,691	183,939	204,166	166,344	349,419	358,064	314,055	312,461
101.110.40112	PERSONAL PROP. TAX (FRANGIBLE)	0	0	0	0	0	0	0	0
101.110.40113	REAL ESTATE TAX EMS POLICE (new 2018)	162,913	159,360	175,787	0	303,683	305,260	0	0
101.110.40115	ADMISSION TAX	0	0	0	0	0	0	0	0
101.110.40122	ESTATE TAX	0	0	0	0	0	0	0	0
101.110.40123	CIGARETTE TAX	0	0	0	0	0	0	0	0
101.110.40127	LOCAL GOVT. FUNDS (LGRAF)	0	0	0	0	0	0	0	0
101.110.40129	HOTEL TAX	0	0	0	0	0	0	0	0
101.110.40139	TRASH - RECYCLING INCENTIVE	0	0	0	0	0	0	0	0
101.110.41127	LIBRARY EXCESS DISTRIBUTION	847,059	1,219,950	1,150,365	1,119,435	2,419,562	2,339,814	2,416,611	2,244,703
101.110.41140	EARNINGS TAX	0	0	0	0	0	0	0	0
101.110.41141	EARNINGS TAX - NSF FEES	0	0	0	0	0	0	0	0
101.110.41210	LOCAL GOVT. FUNDS (SIF)	0	0	0	0	0	0	0	0
101.110.41291	FINANCIAL INSTITUTIONS	0	0	0	0	0	0	0	0
101.120.40122	ESTATE TAX	0	0	0	0	0	0	0	0
101.120.40123	CIGARETTE TAX	522	18	70	53	3,788	4,327	4,308	5,322
101.120.40125	LIQUOR PERMITS	16,302	20,671	18,437	18,698	51,511	48,344	46,800	46,353
101.120.40127	LOCAL GOVT. FUNDS (LGRAF)	21,795	16,582	21,496	19,844	38,383	36,162	39,620	39,252
101.120.40128	PROP. TAX ALLOC. - ROLLBACK	6,561	7,150	7,807	8,511	15,999	17,377	19,739	18,308
101.120.40129	HOTEL TAX	1,064	14,366	1,255	0	15,523	15,275	0	0
101.120.40130	REAL ESTATE ROLLBACK EMS POLICE (new 2018)	0	0	0	1,485	6,523	0	1,930	5,320
101.120.41210	LOCAL GOVT. FUNDS (SIF)	4,596	0	0	0	0	0	0	0
101.120.41212	LOCAL GOVT. FUNDS (FUND 69)	0	0	0	0	0	0	0	0
101.120.41231	FINANCIAL INSTITUTIONS	11,192	11,780	9,501	6,706	11,780	9,501	13,236	6,693
101.140.40139	TRASH - RECYCLING INCENTIVE	0	0	0	0	0	0	0	0
101.140.41424	STATE GRANTS	0	0	0	0	0	0	0	0
101.150.00005	41519FOUNDAGE	1,440	3,825	3,340	1,890	10,496	4,385	3,845	8,030
101.150.40151	SALES OF VARIOUS ITEMS								

VILLAGE OF MANHATTAN REVENUE REPORT

Account	Description	May 2017	May 2018	May 2019	May 2020	Full Year 2017	Full Year 2018	Full Year 2019	Full Year 2020
		YTD Receipts	YTD Receipts	YTD Receipts	YTD Receipts	YTD Receipts	YTD Receipts	YTD Receipts	YTD Receipts
101.150.40157	MIAMI ROAD FLASHER	0	0	0	0	0	0	0	0
101.150.40511	AMBULANCE SERVICES MEMB	0	0	0	0	0	0	0	0
101.150.40512	FIRE RUNS	0	0	0	0	0	0	0	0
101.150.41510	ACCIDENT REPORTS	0	0	0	0	0	0	0	0
101.150.41511	SPECIAL FIRE PROTECTION	0	0	0	0	0	0	0	0
101.150.41512	SPECIAL POLICE PROTECTION	0	0	0	0	0	0	0	0
101.150.41513	CREDIT CARD FEES	0	0	0	0	0	0	0	0
101.150.41514	TRASH - FEES	0	0	0	0	0	0	0	0
101.150.41515	TRASH - STICKERS	0	0	0	0	0	0	0	0
101.150.41516	TRASH - STICKERS, NIGHT DEP.	0	0	0	0	0	0	0	0
101.150.41517	PHONE COMMISSIONS	0	0	0	0	0	0	0	0
101.150.41518	DAMAGES	0	0	0	0	0	0	0	0
101.150.41519	MARRIAGE OFFICIATING	0	0	0	0	0	0	0	0
101.150.41590	TENNIS	0	0	0	0	0	0	0	0
101.150.41591	POOL FEES	0	0	0	0	0	0	0	0
101.150.41592	POOL CONCESSION	0	0	0	0	0	0	0	0
101.150.41593	POOL CONCESSION TAX	0	0	0	0	0	0	0	0
101.150.41594	REIMBURSAL-SPEC.EVENT PAYROL.	0	0	0	0	0	0	0	0
101.150.41595	MUNI BLDG EXPANSION PROJECT REVE depreciated	0	0	0	0	0	0	0	0
101.150.41596	LICENSES	0	0	0	0	0	0	0	0
101.150.41610	COUNT BOND FORECLOSURES	0	0	0	0	0	0	0	0
101.150.41611	COURT COSTS	0	0	0	0	0	0	0	0
101.150.41612	COURT FINES	0	0	0	0	0	0	0	0
101.150.41621	BUILDING PERMITS	0	0	0	0	0	0	0	0
101.150.41622	INTEREST	0	0	0	0	0	0	0	0
101.150.41623	DONATIONS	0	0	0	0	0	0	0	0
101.150.41624	GAIN ON SALE OF STOCK	0	0	0	0	0	0	0	0
101.150.41625	EARNINGS TAX NSF	0	0	0	0	0	0	0	0
101.150.41626	INTEREST RETAINED WITH INVESTMEN	0	0	0	0	0	0	0	0
101.150.41627	MAYOR'S DISCRETIONARY FUND	0	0	0	0	0	0	0	0
101.150.41628	REFUNDS AND REIMBURSEMENTS	0	0	0	0	0	0	0	0
101.150.41629	REMB. - EAO FOR FIRE CHIEF	0	0	0	0	0	0	0	0
101.150.41630	ADVANCE	0	0	0	0	0	0	0	0
101.150.41631	GENERAL FUND 101 SUBTOTAL	1,452,076	1,802,266	1,773,038	1,546,850	3,828,970	3,729,465	3,461,656	3,301,767
101.110.40124	MOTOR VEHICLE TAX - STREETS	0	0	0	0	0	0	0	0
101.120.40124	MOTOR VEHICLE TAX - (PERMISSIVE)	0	0	0	0	0	0	0	0
101.120.40126	GAS TAX - STREETS	0	0	0	0	0	0	0	0
101.180.40182	INTEREST REC'D ON 201 INVESTMENT	0	0	0	0	0	0	0	0
101.180.40183	STREET IMPROVEMENT FUND 201 SUBTOTAL	72,260	48,554	49,442	49,234	141,117	122,852	123,685	122,925
101.110.40124	MOTOR VEHICLE TAX - HIGHWAYS	0	0	0	0	0	0	0	0
101.120.40124	MOTOR VEHICLE TAX - (PERMISSIVE) H	0	0	0	0	0	0	0	0
101.120.40126	GAS TAX - HIGHWAYS	0	0	0	0	0	0	0	0
101.180.40181	STATE HIGHWAY FUND 202 SUBTOTAL	6,340	3,866	3,770	3,759	10,818	9,362	9,420	8,368
101.180.40182	PARKLANDS	0	0	0	0	0	0	0	0
101.180.40183	FINES - DRUG RELATED	0	0	0	0	0	0	0	0
101.180.40184	CONFISCATED GOODS-DRUG RELATED	0	0	0	0	0	0	0	0
101.180.40185	COURT FINES - MAYOR'S COURT COMP	0	0	0	0	0	0	0	0
101.180.40186	DRUG RELATED POLICE FINES FUND 208 SUBTOTAL	650	0	53	0	1,222	53	0	60

VILLAGE OF MAHRE MONT REVENUE REPORT

Account.....	Description.....	MAY 2020 YTD Receipts	MAY 2019 YTD Receipts	MAY 2018 YTD Receipts	MAY 2017 YTD Receipts	Full Year 2019 YTD Receipts	Full Year 2018 YTD Receipts	Full Year 2017 YTD Receipts	Full Year 2016 YTD Receipts
213.110.41614	DUI FEES FROM HALL CITY COURT	13	0	0	0	5	0	0	0
213.120.41614	DUI FEES FROM STATE AUDITOR	0	0	0	0	0	0	0	0
213.160.41614	ALCOHOL ED. AND ENFORCEMENT	2,899	8,438	9,521	4,184	18,191	20,187	13,251	16,456
	ALCOHOL ED & ENFORCEMENT FUND 213 SUBTOTAL	2,912	8,438	9,521	4,184	18,196	20,187	13,251	16,456
214.160.41614									
	MAYOR'S COURT COMPUTER FUND 214	4,315	3,005	2,543	1,983	6,521	6,382	4,527	4,526
280.110.40111	REAL ESTATE TAX	31,255	30,181	33,656	29,315	57,415	58,724	55,312	55,104
280.110.40112	PERSONAL PROP. TAX (TANGIBLE)	0	0	0	0	0	0	0	0
280.120.40128	RECREATION (MARLENDERS)	0	0	0	0	0	0	0	0
280.120.40133	PROP. TAX ALLOC. - ROLLBACK	3,398	2,721	3,339	3,342	6,115	6,053	6,674	6,603
280.180.41890	REFUNDS AND REIMBURSEMENTS	0	0	0	0	0	0	0	0
	MARLENDERS FUND 280 SUBTOTAL	34,654	32,901	36,995	32,657	63,531	64,777	61,986	61,707
290.110.40139	PERM. IMPROVEMENT	0	0	0	0	0	0	0	0
290.120.40128	PROP. TAX ALLOC. - ROLLBACK	0	0	0	0	0	0	0	0
290.180.40182	INTEREST RECD ON 290 INVESTMENT	0	0	0	0	0	0	0	0
	(DEPRECATED) FUND 290 SUBTOTAL	0	0	0	0	0	0	0	0
295.110.40111	REAL ESTATE TAX	106,920	104,196	115,296	101,244	198,454	200,489	191,068	189,832
295.110.40112	PERSONAL PROP. TAX (TANGIBLE)	0	0	0	0	0	0	0	0
295.120.40125	RE TAX ROLLBACK	12,610	9,393	12,388	12,402	21,988	21,614	24,761	24,439
295.120.40128	Prop. Tax Rollback	20,927	33,638	33,671	29,292	71,588	75,748	68,445	75,634
295.150.40511	AMBULANCE SERVICES REIMBURSEMENT	0	0	0	0	0	0	0	0
295.180.40182	INTEREST	0	0	0	1,404	0	0	1,404	0
	PARAMEDIC FUND 295 SUBTOTAL	140,456	158,000	161,356	144,342	292,430	297,850	285,578	289,966
303.170.41723	ANTIC. BOND REV. NOTE (89)	0	0	0	0	0	0	0	0
303.190.40191	TRANSFERS - DEBT RETIREMENT (89)	0	0	0	0	0	0	0	0
	(DEPRECATED) FUND 303 SUBTOTAL	0	0	0	0	0	0	0	0
304.170.41724	ANTIC. BOND REV. NOTE (FIRE)	0	0	0	0	0	0	0	0
304.190.40191	TRANSFERS - DEBT RETIREMENT (FR	0	0	0	0	0	0	0	0
304.703.40192	TRANSFERS IN (REVENUE)	0	0	0	0	0	0	0	0
	(DEPRECATED) FUND 304 SUBTOTAL	0	0	0	0	0	0	0	0
401.120.40142									
	(DEPRECATED) ISSUE II	0	0	0	0	0	0	0	0

VILLAGE OF MAREMONT REVENUE REPORT

Account	Description	May 2020 YTD Receipts	May 2019 YTD Receipts	May 2018 YTD Receipts	May 2017 YTD Receipts	Full Year 2019 YTD Receipts	Full Year 2018 YTD Receipts	Full Year 2017 YTD Receipts	Full Year 2016 YTD Receipts
403.110.40111	REAL ESTATE TAX	190,090	183,902	204,460	178,106	349,270	356,116	336,201	334,652
403.110.40112	PERSONAL PROP. TAX (TANGIBLE)	0	0	0	0	0	0	0	0
403.120.40128	PROPERTY TAX ROLLEBACK	20,818	16,579	20,453	20,475	37,372	36,875	40,880	40,448
403.120.52409	CULTURAL CENTER PROJ GRANT FUNDS (12/2019, 2018 CORRECTION)	0	0	223,852	0	54,656	400,000	0	0
403.180.40182	INTEREST PERM IMPROV	0	1,325	404	0	6,950	4,607	0	0
403.180.41890	REFUNDS AND REIMBURSEMENTS	3,589	3,473	429	13,630	21,701	655	28,630	38,443
403.190.40191	TRANSFERS - CAPITAL IMPROVEMENT	0	0	0	0	0	0	0	0
403.190.40192	ADVANCE	0	0	0	0	0	0	0	0
403.190.52409	MUNI BLDG LOAN PROCEEDS (2017 only)	0	0	0	0	0	0	848,000	0
	PERMANENT IMPROVEMENT FUND 403 SUBTOTAL	214,497	205,279	449,598	212,211	469,950	798,233	1,259,711	413,543
707.180.40189	HEALTH CARE FUND 707	310	199	229	265	513	507	637	629
708.160.41621	BUILDING STANDARDS FEE FUND 708	0	0	0	0	637	557	0	0
714.180.40183	(DEPRECIATED) ALFRED BLOCH TRUST FUND 714	0	0	0	0	0	0	0	0
715.180.40183	(DEPRECIATED) ANN BUNTIN BECKER PARK FUND 715	0	0	0	0	0	0	0	0
804.160.41624	STREET RESTORATION FUND 804	0	0	0	0	0	0	0	0





Department of  
Public Safety

Mike DeWine, Governor  
Jon Husted, Lt. Governor

Thomas J. Stickrath, Director  
Sima S. Merick, Executive Director



June 5, 2020

Timothy Feichtner, Assistant Fire Chief  
Village of Mariemont  
6907 Wooster Pike  
Mariemont, OH, 45227

Enclosed is a State Warrant for the amount of \$20,262.62. The information on page 2 provides specific information for each Project Worksheet (PW) being paid. Ensure placement of any federal funds into the separate fund established for this Grant. Details on creation of this separate fund can be found in the Public Assistance Applicant's Handbook, Funding Tab. The Handbook was provided at the applicant's briefing that was conducted shortly after the disaster declaration or can be found at [http://ema.ohio.gov/Recovery\\_PAGrantProgram.aspx](http://ema.ohio.gov/Recovery_PAGrantProgram.aspx). You may also call the State Auditor's Office, Local Government Services at 800-345-2519 and reference Auditor's Bulletin 98-013. State funds can be returned to the fund from which bills were paid and do not need to first go into the separate fund.

When work on all small projects is finished, complete and sign (Authorized Agent only) the P.4 Project Completion and Certification Report and return it to our office. The State Share for all small projects will be processed only when the completed P.4 is submitted. Note: Private non-profit organizations are not eligible to receive a state share.

If there are any questions regarding this letter or the Public Assistance Grant Program, please contact the Public Assistance Office at (614) 799-3665.

Sincerely,

LAURA ADCOCK  
State Public Assistance Officer

## Joanee Van Pelt

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**From:** Rob Bartlett <[robbartlettcouncil@gmail.com](mailto:robbartlettcouncil@gmail.com)>  
**Sent:** Thursday, June 18, 2020 3:49 PM  
**To:** <[joanee@mariemont.org](mailto:joanee@mariemont.org)>  
**Cc:** Bill Brown Mpf, Mayor  
**Subject:** Fwd: Confidential A/C Priv: General Right-of-Way Ordinance  
**Attachments:** marblecliff-oh-1 (1).docx

Joanee,  
Can you please add this to the agenda for Monday's council meeting?  
Thanks,  
Rob

----- Forwarded message -----

From: **Hemenway, Jack B.** <[jhemenway@fbtlaw.com](mailto:jhemenway@fbtlaw.com)>  
Date: Thu, 18 Jun 2020 at 15:42  
Subject: Confidential A/C Priv: General Right-of-Way Ordinance  
To: Rob Bartlett <[robbartlettcouncil@gmail.com](mailto:robbartlettcouncil@gmail.com)>, Mayor Of Mariemont <[mayor@mariemont.org](mailto:mayor@mariemont.org)>

Bill and Rob,

Thanks for considering using FBT to assist with implementing a general Right-Of-Way (ROW) Ordinance. There are several main benefits for the Village to adopt a ROW ordinance:

- Grants the Village the authority to manage the ROW and the various uses of the ROW, which permits comprehensive planning and the establishment of utility corridors if so desired.
- Permits the Village to require a bond from users of the ROW in the event the Village needs to remove facilities upon abandonment.
- Permits the Village to require insurance coverage of all vendors using the ROW in order to better shield the Village from any liability for personal or property injury in the ROW.
- Ensures lawful fee recover for use of the ROW, which gives the Village funds to care for the ROW.
- Promotes municipal coordination and standardization by organizing and maintaining records of the various uses of the ROW.
- Gives Village the authority to revoke ROW permits for a variety of reasons.

### ROW Fees

The Village may charge different fees for the use of their rights-of-way based on the amount of public land used, the type of public utility, or any other different treatment justified by public health and safety concerns. That said, the fees charged may only reflect the actual costs of managing the rights-of-way, plus any demonstrable future costs. R.C. 4939.05(C).

## Timeline

Regarding the timeline for the project, Ohio law provides that at least 45 days prior to the date of enactment of a public way ordinance by a municipal corporation, the municipal corporation shall file with the Public Utilities Commission of Ohio (PUCO) a notice that the ordinance is being considered. R.C. 4939.05(E). PUCO has a form for municipalities to complete, and PUCO posts the notice so that utilities and other interested stakeholders can participate in public meetings and discussions regarding potential regulations. The Village would need to alert PUCO at least 45 days before the 3<sup>rd</sup> reading and potential approval of the ordinance. The more complete the draft is prior to notification, the better feedback the Village can receive from any interested parties.

If you would like us to assist with this project, we believe the most efficient way to move forward is to use the attached General ROW Ordinance from another one of our clients (Village of Marble Cliff) as a template. Marble Cliff's ordinance was updated approximately 2 years ago, and this update incorporated all changes to state and federal law at that time. This is a very detailed ordinance and the template is over 40 pages long, single spaced. The General ROW project is a larger project than the small cell code we recently enacted, but I believe we could get this project done in 15 hours of legal time or less. Of course, some of that will depend on how substantial the changes are from the Marble Cliff template. As you know, we will do our best to be efficient.

Please let me know if you have any questions or would like to discuss further.

Thanks,  
Jack

Jack B. Hemenway  
Attorney at Law



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513.870.8200 Main

937.974.1014 Mobile

513.870.0999 Fax

[jhemeway@fbtlaw.com](mailto:jhemeway@fbtlaw.com) | [frostbrowntodd.com](http://frostbrowntodd.com)





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NOTICE: This electronic mail transmission is for the use of the named individual or entity to which it is directed and may contain information that is privileged or confidential. It is not to be transmitted to or received by anyone other than the named addressee (or a person authorized to deliver it to the named addressee). It is not to be copied or forwarded to any unauthorized persons. If you have received this electronic mail transmission in error, delete it from your system without copying or forwarding it, and notify the sender of the error by replying via email or by calling Frost Brown Todd LLC at (513) 651-6800 (collect), so that our address record can be corrected.

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## CHAPTER 95: COMPREHENSIVE RIGHTS OF WAY

- 95.01 Declaration of findings and purpose, scope, definitions
- 95.02 Rights of way administration
- 95.03 Certificate of registration applications
- 95.04 Reporting requirements
- 95.05 Compensation for certificate of registration
- 95.06 Oversight and regulation
- 95.07 Registration term
- 95.08 Indemnity
- 95.09 Civil forfeitures
- 95.10 Termination of certificate of registration
- 95.11 Unauthorized use of public rights of way
- 95.12 Assignment or transfer of ownership and renewal
- 95.13 Construction permits
- 95.14 Construction, relocation and restoration
- 95.15 Minor maintenance permit
- 95.16 Enforcement of permit obligation
- 95.17 Construction and removal bonds
- 95.18 Indemnification and liability
- 95.19 General provisions
- 95.99 Penalties

### § 95.01 DECLARATION OF FINDINGS AND PURPOSE, SCOPE, DEFINITIONS.

#### (A) Findings and purpose.

(1) The Village of Marble Cliff, Ohio (the "Village") is vitally concerned with the use of all rights of way in the Village as such rights of way are a valuable and limited resource which must be utilized to promote the public health, safety, and welfare including the economic development of the Village.

(2) Changes in the public utilities and communication industries have increased the demand and need for access to rights of way and placement of facilities and structures therein.

(3) It is necessary to comprehensively plan and manage access to, and structures and facilities in, the rights of way to promote efficiency, discourage uneconomic duplication of facilities, lessen the public inconvenience of uncoordinated work in the rights of way, and promote the public health, safety, and welfare.

(4) The Village has authority under the Laws and Constitution of the State of Ohio, including but not limited to Article 18, Sections 3, 4 and 7, to regulate public and private entities which use the rights of way.

(B) Scope. The provisions of this chapter shall apply to all users of the rights of way as provided herein. To the extent that anything in this Chapter 95 conflicts with Chapter 92, then the provisions of this Chapter 95 shall control.

(C) Definitions. For the purposes of Chapter 95 the following terms, phrases, words, and their derivations have the meanings set forth herein. When not inconsistent with the context, words in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning. References hereafter to "sections" are, unless otherwise specified, references to sections in this chapter. Defined terms remain defined terms whether or not capitalized.

(1) AFFILIATE. Each person who falls into one or more of the following categories:

- (a) Each person having, directly or indirectly, a controlling interest in a provider,
- (b) Each person in which a provider has, directly or indirectly a controlling interest,
- (c) Each officer, director, general partner, limited partner or shareholder holding an interest of 15% or more, joint venturer or joint venture partner, of a provider, and
- (d) Each person, directly or indirectly, controlling, controlled by, or under common control with the provider; provided that affiliate shall in no event mean any limited partner or shareholder holding an interest of less than 15% of such provider, or any creditor of such provider solely by virtue of its status as a creditor and which is not otherwise an affiliate by reason of owning a controlling interest in, being owned by, or being under common ownership, common management, or common control with, such provider.

(2) APPLICANT. Any person who seeks to obtain a certificate of registration and/or a permit.

(3) APPLICATION. The process by which an applicant submits a request to obtain certificate of registration and/or a permit.

(4) APPLICATION FEE. The fee paid to the Village for application for a certificate of registration pursuant to § 95.03(A).

(5) BANKRUPTCY CODE. The United States Bankruptcy Code of 1978, as amended including regulations promulgated by Title 11 of the United States Code.

(6) BEST EFFORT(S). The best reasonable efforts under the circumstances, taking into consideration, among other appropriate matters, all applicable laws, regulations, safety, engineering and operational codes, available technology, human resources, and cost.

(7) CABLE FRANCHISE. The same as "franchise" in the Cable Communications Policy Act of 1984, 98 Stat. 2779, 47 U.S.C. 522.

(8) CABLE OPERATOR. The same as in the Cable Communications Policy Act of 1984, 98 Stat. 2779, 47 U.S.C. 522.

(9) CABLE SERVICE. The same as in the Cable Communications Policy Act of 1984, 98 Stat. 2779, 47 U.S.C. 522.

(10) CERTIFICATE OF REGISTRATION. The document issued to each provider and its unique system to occupy the rights of way within the Village that outlines the terms of that occupancy of the rights of way.

(11) CITY OF COLUMBUS. The City of Columbus, Ohio. City specifically excludes any and all contractors, agents or other persons acting on behalf of said city.

(12) CODE. The codified ordinances of Marble Cliff, Ohio.

(13) **CONFIDENTIAL/PROPRIETARY INFORMATION.** All information that has been either identified or clearly marked as confidential/proprietary information by the provider prior to any submission. Information that is considered by a provider to be either trade secret, confidential and/or proprietary, or information that upon public disclosure would be highly likely to place critical portions of a provider's system in material danger of vandalism, sabotage, or an act of terrorism, all may be marked as confidential/proprietary information by a provider when submitted. Upon receipt of such clearly marked confidential/proprietary information from a provider, the Village shall endeavor, in accordance with the requirements of R.C. Chapter 149 (The Ohio Public Records Act), to use all the same reasonable measures and exercise the same degree of care that the Village uses to protect its own information of such a nature from disclosure to third parties. In the event that the Village receives a request from a third party for disclosure of information a provider has clearly marked as confidential/proprietary information, then the Village shall respond as required by R.C. Chapter 149, but will attempt to use all reasonable means to notify the provider as soon as possible.

(14) **CONSTRUCT.** Means, but is not limited to, digging, boring, tunneling, trenching, excavating, obstructing, installing wires, installing conduit, installing pipes, installing transmission lines, installing poles, installing signs or installing facilities, other than landscaping, ornamental plantings in, on, above, within, over, below, under or through any part of the rights of way. **CONSTRUCT** shall also include the act of opening and/or cutting into the surface of any paved or improved surface that is any part of the right of way.

(15) **CONSTRUCTION.** Means, but not limited to, the act or process of digging, boring, tunneling, trenching, excavating, obstructing, installing wires, installing conduit, installing pipes, installing transmission lines, installing poles, installing signs or installing facilities, other than landscaping, ornamental plantings in, on, above, within, over, below, under or through any part of the rights of way. **CONSTRUCTION** shall also include the act of opening and/or cutting into the surface of any paved or improved surface that is part of the right of way.

(16) **CONSTRUCTION AND MAJOR MAINTENANCE PLAN.** A written plan including maps of the expected location, design, other related equipment and facilities of a provider which describes in full the construction intended to be accomplished by the provider in the rights of way over the next calendar year.

(17) **CONSTRUCTION BOND.** A bond posted to ensure proper and complete construction and/or repair of a facility and the affected rights of way pursuant to a permit.

(18) **CONSTRUCTION PERMIT.** The permit specified in § 95.13 et seq. which must be obtained before a person may construct in, locate in, occupy, maintain, move or remove facilities from, in or on the rights of way.

(19) **COUNTY.** Franklin County, Ohio. County specifically excludes any and all contractors, agents or other person acting on behalf of said County.

(20) **CREDIBLE.** Worthy of being believed.

(21) **EMERGENCY.** A condition that poses a clear and immediate danger to life or health, or of a significant loss of property.

(22) **FACILITY(IES).** Any tangible thing located in any rights of way within the Village; but shall not include boulevard plantings, ornamental plantings or gardens planted or

maintained in the rights of way between a person's property and the street edge of pavement.

(23) FCC. The Federal Communications Commission, or any successor thereto.

(24) FERC. The Federal Energy Regulatory Commission as created and amended in accordance with the Federal Power Act, 16 U.S.C. 792, or its statutory successor.

(25) FULL. Unable to accommodate any additional facilities as determined by the Village Engineer in accordance with the principles of public health, safety and welfare, following a reasonable analysis taking into consideration all applicable law; commonly accepted industry standards; and routine engineering practices.

(26) IN. When used in conjunction with rights of way, means in, on, above, within, over, below, under or through a right of way.

(27) INSPECTOR. Any person authorized by the Mayor to carry out inspections related to the provisions of Chapter 95.

(28) LAW. Any local, state and/or federal legislative, judicial or administrative order, certificate, decision, statute, constitution, ordinance, resolution, regulation, rule, tariff or other requirement in effect either at the time of execution of Chapter 95 or at any time during the location of, and/or while a provider's facilities are located in the public rights of way.

(29) MAYOR. The duly elected Mayor of the Village of Marble Cliff, Ohio.

(30) MINOR MAINTENANCE PERMIT. A permit, which must be obtained before a person can perform minor maintenance, as set forth in § 95.15, in or on the rights of way.

(31) OHIO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES or OMUTCD. The uniform system of traffic control devices promulgated by the Ohio Department of Transportation pursuant to R.C. § 4511.09.

(32) OHIO UTILITY PROTECTION SERVICE. The utility protection service as defined in R.C. § 153.64 and/or § 3781.26 or a statutory successor thereto.

(33) PERMIT. A construction permit or a minor maintenance permit, as the context requires.

(34) PERMIT COST. All direct, incidental and indirect costs actually incurred or realized by the Village for permit issuance, permit oversight and pavement degradation resulting from construction activity.

(35) PERMIT FEE. Money paid to the Village for a permit to construct in the rights of way as required by Chapter 95.

(36) PERMITTEE. Any person to whom a construction permit and/or minor maintenance permit has been granted by the Village and not revoked.

(37) PERSON. Any natural or corporate person, business association or other business entity including, but not limited to, a partnership, a sole proprietorship, a political subdivision, a public or private agency of any kind, a utility, a successor or assign of any of the foregoing, or any other legal entity.

(38) PROVIDER. A person who owns or operates a system and has a valid certificate of registration. The Village, County, City of Columbus, and cable operators operating pursuant to a valid cable franchise, or video service provider operating pursuant to a valid video service authorization shall also be considered providers.

(39) PUCO. The Public Utilities Commission of Ohio as defined in R.C. § 4901.02.

(40) REGISTRATION MAINTENANCE FEE. The money paid to the Village to maintain a certificate of registration and compensate the Village for all actual costs incurred by the Village in the management, administration and control of the rights of way of the Village, and which are not reasonably recoverable by the Village through construction permit fees or other approved recovery mechanisms.

(41) REMOVAL BOND. A bond posted to ensure the availability of sufficient funds to remove a provider's facilities upon abandonment or disuse, or discontinuance of a provider's use or occupation of the rights of way.

(42) RESTORATION. The process and the resultant effects by which a right of way is returned to a condition as good as or better than its condition immediately prior to the construction. Restoration shall occur in accordance with the rules and regulations as may be enacted or amended from time to time.

(43) R.C. The Revised Code of the State of Ohio.

(44) RIGHT(S) OF WAY. The surface and space in, above, within, over below, under or through any real property in which the Village has an interest in law or equity, whether held in fee, or other estate or interest, or as a trustee for the public, including, but not limited to any public street, boulevard, road, highway, freeway, lane, alley, court, sidewalk, parkway, river, tunnel, viaduct, bridge, conduit, or any other place, area, or real property owned by or under the legal or equitable control of the Village that, consistent with the purposes for which it was dedicated, may be used for the purposes of constructing, operating, repairing, or replacing a system. RIGHTS OF WAY shall not include buildings, parks, or other public property or easements that have not been dedicated to compatible uses, except to the extent the use or occupation of such property is specifically granted in a permit or by law.

(45) RIGHT(S) OF WAY COST. All direct, incidental and indirect costs borne by the Village for the management and administration of the rights of way and this chapter.

(46) RULE(S) AND REGULATION(S). Any rules or regulations adopted by the Village Engineer pursuant to § 95.06(E).

(47) SERVICE(S). The offering of any service or utility for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, or alternatively, the provision (for a fee or otherwise) of any service or utility between two or more points for a proprietary purpose to a class of users other than the general public that in the opinion of the Mayor constitutes a service.

(48) SUPPLEMENTARY APPLICATION. Any application made to construct on or in more of the rights of way than previously allowed, or to extend a permit that had already been issued.

(49) SYSTEM. Any system of conduit, cables, ducts, pipes, wires, lines, towers, antennae wave guides, optic fiber, microwave, laser beams and any associated converters, equipment or facilities or utilities designed and constructed for the purpose of producing, receiving, amplifying, delivering or distributing services within the Village. A system shall specifically include, but not necessarily be limited to: electric distribution and/or transmission systems, natural or artificial gas distribution and/or transmission systems, water distribution systems, storm sewer systems, sanitary sewer systems, cable television

systems, video service networks, telecommunications systems (whether voice, video, data, or other), fiber optic systems, and wireless communications systems.

(50) **SYSTEM REPRESENTATIVE.** The specifically identified agent/employee of a provider who is authorized to direct field activities of that provider and serve as official notice agent for system related information. Any such system representative shall be required to be available at all times to receive notice of and immediately direct response to system related emergencies or situations.

(51) **TRANSFER.** The disposal by the provider, directly or indirectly, by gift, assignment, voluntary sale, merger, consolidation or otherwise, of 51% or more at one time of the ownership or controlling interest in the system, or 51% cumulatively over the term of a certificate of registration of such interests to a corporation, partnership, limited partnership, trust, or association or person or group of persons acting in concert.

(52) **TRENCHLESS TECHNOLOGY.** Means but is not limited to, the use of directional boring, horizontal drilling, microtunneling and other techniques in the construction of underground portions of facilities which result in the least amount of disruption and damage to rights of way as possible.

(53) **UNDERGROUND FACILITY(IES).** All lines, cables, conduits, pipes, posts, tanks, vaults and any other facilities which are located wholly or partially underneath rights of way.

(54) **UNUSED FACILITY(IES).** Facilities located in the rights of way which have remained unused for 12 months and for which the provider is unable to provide the Village with a credible plan detailing the procedure by which the provider intends to begin actively using such facilities within the next 12 months, or that it has a potential purchaser or user of the facilities who will be actively using the facilities within the next 12 months, or that the availability of such facilities is required by the provider to adequately and efficiently operate its system.

(55) **UTILITY(IES).** Any water, sewer, gas, drainage, sprinkler or culvert pipe and any electric power, telecommunications, signal communications, cable television or video service provider conduit, fiber, wire, cable, or an operator thereof.

(56) **UTILITY CORRIDOR(S).** Those specific areas of the rights of way designated as such by the Village Engineer pursuant to § 95.03(F)(1).

(57) **VIDEO SERVICE.** The same as “video service” in R.C. § 1332.21(J).

(58) **VIDEO SERVICE AUTHORIZATION (or VSA).** A “video service authorization” as issued to a video service provider by the Director of the Ohio Department of Commerce in accordance R.C. § 1332.24(A)(1).

(59) **VIDEO SERVICE NETWORK.** The same as “video service network” in R.C. § 1332.21(L).

(60) **VIDEO SERVICE PROVIDER (or VSP).** The same as “video service provider” in R.C. § 1332.21(M).

(61) **VILLAGE.** The Village of Marble Cliff, Ohio.

(62) **VILLAGE COUNCIL.** The governing body of the Village of Marble Cliff, Ohio.

(63) **VILLAGE ENGINEER.** The duly appointed Village Engineer of the Village of Marble Cliff, Ohio.



(64) VILLAGE FISCAL OFFICER. The duly appointed Fiscal Officer of the Village of Marble Cliff, Ohio.

(65) VILLAGE SOLICITOR. The duly appointed Village Solicitor of Marble Cliff, Ohio.

(66) WORKING DAY. Any Monday, Tuesday, Wednesday, Thursday, or Friday, but excluding legal holidays observed by the Village.

(Ord. O-2204-09, passed 10-19-09)

#### § 95.02 RIGHTS OF WAY ADMINISTRATION.

(A) Administration. The Mayor shall be the principal Village official responsible for the administration of Chapter 95, except as otherwise provided herein. The Mayor may delegate any or all of the duties hereunder to the Village Engineer or other designee.

(B) Rights of way occupancy. Each person who occupies, uses or seeks to occupy or use the rights of way to operate a system located in the rights of way, or who has, or seeks to have, a system located in any rights of way, shall apply for and obtain a certificate of registration pursuant to Chapter 95. Any person owning, operating or maintaining a system in the rights of way without a certificate of registration, including persons operating under a permit, license or franchise issued by the Village prior to the effective date of Chapter 95 shall apply for and obtain a certificate of registration from the Village, unless exempted by § 95.02(D). Application will consist of providing the information set forth in § 95.03 and as reasonably required by the Mayor.

(C) No construction without a certificate of registration. Following the effective date of Chapter 95, no person shall construct or perform any work on or in, or use any system or any part thereof located on or in any rights of way without first obtaining a certificate of registration. Whoever violates this section is guilty of a misdemeanor of the fourth degree as provided for in § 95.99.

(D) Exceptions.

(1) The following entities are not obligated to obtain a certificate of registration: the Village and resellers of services or persons that do not own any system or facilities in the rights of way.

(2) The following entities are required to participate in the certificate of registration process, but shall be exempt from the financial obligations of the application fee required by § 95.03(a) and the registration maintenance fee required by § 95.05(A): the County, the City of Columbus and cable operators for the purpose of providing only cable service and operating pursuant to a valid cable franchise and video service provider for the purpose of providing only video service and operating pursuant to a valid video service authorization issued in accordance with R.C. § 1332.24, the City of Columbus, and the County. In addition, cable operators shall be exempt from any requirement of the certificate of registration process that is in direct conflict with the requirements of, and/or specifically exempted by, a valid current and valid cable franchise with the Village.

(E) Systems in place without a certificate of registration. Any system or part of a system found in a right of way for which a certificate of registration has not been obtained shall be deemed to be a nuisance and an unauthorized use of the rights of way. The Village may exercise any remedies or rights it has at law or in equity, including, but not limited to

abating the nuisance; taking possession of the facilities and/or non-complying portion of such system; and/or prosecuting the violator.

(F) Future uses. In allowing providers and permittees to place facilities in the rights of way, the village shall not be liable for any damages caused thereby to any provider's facilities that are already in place or that shall be placed in the rights of way unless those damages arise out of the sole negligence, gross negligence, willful misconduct, or fraud of the Village. No provider is entitled to rely on the provisions of this chapter as creating a special duty to any provider.

(G) Discontinuance of operations, abandoned and unused facilities.

(1) A provider who has discontinued or is discontinuing its operations of any system in the Village shall:

(a) Provide information satisfactory to the Village that the provider's obligations for its system in the rights of way under this section and any other sections in the Code of Ordinances have been lawfully assumed by another applicant and/or provider; or

(b) Submit a written proposal to re-use its facilities in a manner that promotes the Village's goals of providing innovative and economic solutions to efficiently and economically utilize limited rights of way capacity. Such proposal must be approved by the Village Engineer; or

(c) Submit a written proposal for abandonment of facilities in place indicating why good engineering practice would support this type of solution. The Village Engineer must approve said proposal; or

(d) Completely remove all specifically identified portion(s) of its system in a manner acceptable to the Village within a reasonable amount of time if the Village believes that there exists a reasonable justification for such removal; or

(e) Submit to the Village within a reasonable amount of time and in accordance with R.C. §§ 4905.20 and 4905.21, a proposal for transferring ownership of its facilities to the Village. If a provider proceeds under this clause, the Village may, at its option where lawful:

1. Purchase the facilities; or

2. Unless a valid removal bond has already been posted pursuant to § 95.17(B), require the provider to post a bond in an amount sufficient to reimburse the Village for reasonably anticipated costs to be incurred in removing the facilities.

(2) Facilities of a provider who fail to comply with this section and which remain unused facilities shall be deemed to be abandoned. Abandoned facilities are deemed to be a nuisance. The Village may exercise any remedies or rights it has at law or in equity, including, but not limited to:

(a) Abating the nuisance;

(b) Taking possession of the facilities and restoring them to a useable condition subject to a finding of the PUCO pursuant to the requirements of R.C. §§ 4905.20 and 4905.21; or

(c) Requiring removal of the facilities by the provider or by the provider's surety.

(3) If the Village requires a provider to remove unused facilities in any rights of way, the Village shall use reasonable efforts to direct that this removal occur in conjunction with other scheduled excavations of the rights of way. If the Village abates the nuisance it may

take all action necessary to recover its costs and to abate said nuisance, including but not limited to, those methods set forth in R.C. § 715.261.

(H) Nature of issuance. A certificate of registration shall not convey equitable or legal title in the rights of way. A certificate of registration is only the nonexclusive, limited right to occupy rights of way in the Village, for the limited purposes and for the limited period stated in the certificate of registration and in accordance with Chapter 95 of the Code. The rights to occupy the right of way may not be subdivided or subleased; provided, however, that two or more providers may collocate facilities in the same area of the rights of way so long as each such provider complies with the provisions of Chapter 95. Collocating providers may file a joint application for a construction permit. A certificate of registration does not excuse a provider from obtaining appropriate access or pole attachment agreements before collocating its facilities on facilities of others, including the Village's facilities. A certificate of registration does not prevent a provider from leasing space in or on the provider's system, so long as the sharing of facilities does not cause a violation of law, including the provisions of Chapter 95. A certificate of registration does not excuse a provider from complying with any provisions of the code or other applicable law.

(I) Other approvals, permits, and agreements. In addition to a certificate of registration, providers shall obtain any and all regulatory approvals, permits, authorizations, or licenses necessary for the offering or provision of such services from the appropriate federal, state and local authorities and upon the Village's reasonable request, shall provide copies of such documents to the Village. Further, a certificate of registration issued pursuant to Chapter 95 shall not entitle a provider to use, alter, convert to, or interfere with, the facilities, easements, poles, conduits, lines, pipelines, wires, fiber, cable or any other real or personal property of any kind whatsoever under the management or control of the Village.  
(Ord. 0-2204-09, passed 10-19-09)

#### § 95.03 CERTIFICATE OF REGISTRATION APPLICATIONS.

(A) Certificate of registration applications. To obtain a certificate of registration to construct, own, or maintain any system within the Village, or to obtain a renewal of a certificate of registration issued pursuant to this chapter, an application must be filed with the Village on the form adopted by the Village which is hereby incorporated by reference. For all applications the Village shall collect an application fee. The application fee shall be equal to all the actual and direct costs incurred by the Village that are associated with receiving, reviewing, processing and granting (or denying) an application. At the time of its decision to either grant or deny an application the Village shall calculate and assess all actual and direct costs involved in receiving, reviewing, processing and granting (or denying) the application and provide a written invoice to the applicant for the appropriate amount. The Village shall require that the applicant remit all application fee amounts invoiced within 30 days of its decision to either grant or deny a certificate of registration. Any applicant who fails to timely remit such invoiced application fee amounts shall be subject to the penalties of this chapter, the imposition of any other legal or equitable remedies available to the Village and the immediate revocation of any certificate of registration having been issued.

(B) Information required for application to obtain a certificate of registration.

(1) The applicant shall keep all of the information required in this section current at all times, provided further that applicant or provider shall notify the Village of any changes to the information required by this section within 30 days following the date on which the applicant or provider has knowledge of such change. The information provided to the Village at the time of application shall include, but not be limited to:

(a) Each applicant's name, legal status (i.e. partnership, corporation, etc.), street address and e-mail address, if applicable, and telephone and facsimile numbers; and

(b) The name, address and e-mail address, if applicable, and telephone and facsimile numbers of a system representative. The system representative shall be available at all times. Current information regarding how to contact the system representative in an emergency shall be provided at the time of application and shall be updated as necessary to assure accurate contact information is available to the Village at all times; and

(c) A certificate of insurance where required to be provided to meet the requirements of this section shall:

1. Verify that an insurance company licensed to do business in the State of Ohio has issued an insurance policy to the applicant;

2. Verify that the applicant is insured on an occurrence basis against claims for personal injury, including death, as well as claims for property damage arising out of the:

a. Use and occupancy of the rights of way by the applicant, its officers, agents, employees and contractors; and

b. Placement and use of facilities in the rights of way by the applicant, its officers, agents, employees and contractors, including, but not limited to, protection against liability arising from any and all operations, damage of underground facilities and collapse of property;

3. Name the Village, its elected officials, officers, employees, agents and volunteers as an additional insured as to whom the comprehensive general liability and completed operation and products liability insurance required herein are in force and applicable and for whom defense will be provided as to all such coverage, as is required within Chapter 95.

4. Require that the Village be notified 30 days in advance of cancellation of, or coverage changes in, the policy. The liability insurance policies required by this section shall contain the following endorsement:

a. "It is hereby understood and agreed that this policy may not be diminished in value, canceled nor the intention not to renew be stated, until 30 days after receipt by the Village, by registered mail, return receipt requested, of a written notice addressed to the Mayor or her/his designee of such intent to cancel, diminish or not to renew."

b. Within 30 days after receipt by the Village of said notice, and in no event later than five days prior to said cancellation, the provider (or applicant) shall obtain and furnish to the Mayor a certificate of insurance evidencing replacement insurance policies.

5. Satisfy the requirements for comprehensive liability coverage, automobile liability coverage and umbrella coverage as follows:

a. Comprehensive general liability insurance: comprehensive general liability insurance to cover liability, bodily injury, and property damage must be maintained. Coverage must be written on an occurrence basis, with the following minimum limits of liability and provisions, or their equivalent:

1) Bodily injury:

Each occurrence - \$1,000,000

Annual aggregate- \$3,000,000

2) Property damage:

Each occurrence - \$1,000,000

Annual aggregate - \$3,000,000

3) Personal Injury:

Annual aggregate - \$3,000,000

4) Completed operations and products liability shall be maintained for six months after the termination of a certificate of registration.

5) Property damage liability insurance shall include coverage for the following hazards: E – explosion, C – collapse, U – underground.

b. Comprehensive auto liability insurance: Comprehensive auto liability insurance to cover owned, hired, and non-owned vehicles must be maintained. Applicant may maintain comprehensive auto liability insurance as part of applicant's comprehensive general liability insurance, however, said insurance is subject to approval by the Mayor or her or his designee. Coverage must be written on an occurrence basis, with the following limits of liability and provisions, or their equivalent:

1) Bodily injury:

Each occurrence - \$1,000,000

Annual aggregate - \$3,000,000

2) Property damage:

Each occurrence - \$1,000,000

Annual aggregate - \$3,000,000

(2) Additional insurance. The Village reserves the right to require any other insurance coverage it deems necessary after review of any proposal submitted by applicant.

(3) Self-insurance. Those applicants maintaining a book value in excess of \$50,000,000 may submit a statement requesting to self-insure. If approval to self-insure is granted, applicant shall assure the Village that such self- insurance shall provide the Village with no less than would have been afforded to the Village by a third party insurer providing applicant with the types and amounts of coverage detailed in this Section. This statement shall include:

(a) Audited financial statements for the previous year; and

(b) A description of the applicant's self-insurance program; and

(c) A listing of any and all actions against or claims made against applicant for amounts over \$1,000,000 or proof of available excess umbrella liability coverage to satisfy all total current claim amounts above \$50,000,000.

(d) The Mayor may modify or waive these requirements if they are not necessary in determining the sufficiency of the self-insurance. The Mayor may request applicable and pertinent additional information if it is necessary in determining the sufficiency of the self-insurance.

(4) The Village's examination of, or failure to request or demand, any evidence of insurance in accordance with Chapter 95 shall not constitute a waiver of any requirement

of this section and the existence of any insurance shall not limit applicant's obligations under Chapter 95.

(5) Documentation that applicant or provider maintains standard workers' compensation coverage as required by law. Similarly, provider shall require any subcontractor to provide workers' compensation coverage in amounts required by law for all of the subcontractor's employees.

(6) If the person is a corporation, upon specific request of the Village, a copy of the certificate of incorporation (or its legal equivalent) as recorded and certified to by the secretary of state (or legal equivalent) in the state or country in which incorporated.

(7) A copy of the person's certificate of authority from the PUCO and/or the FCC and/or FERC, if the person is lawfully required to have or actually does possess such certificate from said commission(s) and any other approvals, permits, or agreements as set out in § 95.02(I).

(8) Upon request of the Village, a narrative (or if applicable PUCO/FCC/FERC application information) describing applicant's proposed activities in the Village including credible information detailing applicant's financial, managerial, and technical ability to fulfill applicant's obligations under Chapter 95 and carry on applicant's proposed activities.

(C) Criteria for issuance of a certificate of registration. In deciding whether to issue a certificate of registration, the Village shall consider:

(1) Whether the issuing of the certificate of registration will contribute to the health, safety, and welfare of the Village and its citizens.

(2) Whether issuing of the certificate of registration will be consistent with Chapter 95.

(3) Whether applicant has submitted a complete application and has secured all certificates and other authorizations required by law in order to construct and operate a system in the manner proposed by the applicant.

(4) Whether the applicant is delinquent on any taxes or other obligations owed to the Village, County or State of Ohio.

(5) Unless applicant is otherwise exempted from such consideration by R.C. § 4939.03(C)(5), whether the applicant has the requisite financial, managerial, and technical ability to fulfill all its obligations under this Chapter and the issuance of a certificate of registration.

(6) Any other applicable law.

(D) Grant or denial of an application for a certificate of registration.

(1) The Village, not later than 60 days after the date of filing by an applicant of a completed application, shall grant or deny the application.

(2) If an application for a certificate of registration is denied, the Village shall provide to the applicant, in writing, the reasons for denying the application and such other information as the applicant may reasonably request to obtain consent.

(E) Obligations of a provider upon receipt of a certificate of registration. In addition to the other requirements set forth herein and in the rules and regulations each provider shall:

(1) Use its best efforts to cooperate with other providers and users of the rights of way and the Village for the best, most efficient, and least obtrusive use of rights of way,

consistent with safety, and to minimize traffic and other disruptions including street cuts; and

(2) When possible, participate in joint planning, construction and advance notification of rights of way work, as may be required by the Village; and

(3) Upon reasonable written notice, and at the direction of the Mayor or his or her designee, promptly remove or rearrange facilities as necessary for public safety; and

(4) Perform all work, construction, maintenance or removal of facilities within the rights of way, in accordance with good engineering, construction and arboricultural practice (if applicable), including any appropriate state building codes, safety codes and law and use best efforts to repair and replace any street, curb or other portion of the rights of way, or facilities located therein, to a condition to be determined by the Village Engineer to be adequate under current standards and not less than materially equivalent to its condition prior to such work and to do so in a manner which minimizes any inconvenience to the public, the Village and other providers, all in accordance with all applicable provisions of this chapter, any rules and regulations the Village may adopt and the code of ordinances; and

(5) Construct, install, operate and maintain its facilities and system in a manner consistent with all applicable laws, ordinances, construction standards and governmental requirements including, but not limited to, The National Electric Safety Code, National Electric Code and applicable FCC, FERC, or other federal, state and/or local regulations; and

(6) Be on notice that removal of trees, or the use of vegetation management programs within the rights of way of the Village require prior written approval by the Mayor or his or her designee. Any such activities, unless an emergency, shall only be performed following the prior written approval of the Mayor or his or her designee and must be performed in accordance with standard horticultural and arboreal practices as promulgated by entities such as the National Arbor Day Foundation, the International Society of Arboriculture, and the Tree Care Industry, all as may be required by the Village. Pruning shall at a minimum meet or exceed the requirements of the most current version of the American National Standards Institute ANSI A300 standard. Any additionally required horticultural and arboreal practices and guidelines shall be described in the rules and regulations adopted by pursuant to § 95.05(E). Emergency removal of trees or the use of vegetation management programs within the rights of way of the Village may be performed in rights of way as described herein and in accordance with the rules and regulations, but the Mayor shall be provided notice of such emergency work being performed within two business days of the start of the work. Any non-emergency tree removal or the use of vegetation management programs within the rights of way that is performed without the Mayor or designee's written permission shall subject a person to the penalties of § 95.99 and may further require that the tree or vegetation be replaced, at the sole expense of the responsible person, with a healthy tree or vegetation of like kind and quality; and

(7) Warrant that all worker facilities, conditions and procedures that are used during construction, installation, operation and maintenance of the provider's facilities within the rights of way shall comply with all applicable standards of the Federal Occupational Safety and Health Administration; and

(8) Use its best efforts to cooperate with the Village in any emergencies involving the rights of way; and

(9) Provider shall, weather permitting, remove all graffiti within 21 calendar days of notice. Provider shall use all reasonable efforts to remove any and all graffiti on any of the provider's facilities located within the Village rights of way. Should the provider fail to do so, the Village may take whatever action is necessary to remove the graffiti and bill the provider for the cost thereof; and

(10) Providers shall use all reasonable efforts to field identify their facilities in the rights of way whenever providers are notified by the Village that the Village has determined that such identification is reasonably necessary in order for the Village to begin planning for the construction, paving, maintenance, repairing, relocating or in any way altering any street or area in the rights of way as defined in this chapter. The Village shall notify the providers of the Village's date to begin the process at least 30 days prior to the commencement of said activities. In field identifying facilities:

(a) Providers shall identify all facilities that are within the affected rights of way using customary industry standards and distinct identification; and

(b) Facilities will be so marked as to identify the provider responsible for said facilities; and

(c) Should any such marking interfere with the facilities function, create a safety problem or violate any safety code, alternative methods of marking the facilities may be approved by the Village Engineer; and

(d) All marking should be clearly readable from the ground and include provider's name, logo and identification numbering or tracking information. No advertising will be permitted.

(11) A provider that is replacing an existing utility pole shall be responsible to coordinate with all other providers to ensure the orderly transfer of all lines or cables to the replacement utility pole, the removal of the existing utility pole, and the restoration of the rights of way within 30 days weather permitting after the replacement utility pole is installed. Upon request, the Village Engineer may grant the provider additional time for good cause.

(F) Establishment of utility corridors.

(1) The Village Council may assign specific corridors within the rights of way, or any particular segment thereof as may be necessary, for each type of facilities that are, or that the Village Engineer expects may someday be, located within the rights of way.

(2) Any provider whose facilities are in the rights of way and are in a position at variance with utility corridors established by the Village Council shall at the time of the next construction of the area, excluding normal maintenance activities, move such facilities to their assigned position within the rights of way. Existing underground facilities located within a designated utility corridor shall not be required to relocate into adjacent or alternative portions of the rights of way unless they are in conflict with an actual or proposed public improvement project. The above requirements may be waived by the Mayor for good cause shown including, but not limited to, consideration of such factors as: the remaining economic life of the facilities, public safety, customer service needs, law precluding such undergrounding of facilities, and hardship to the provider. If a provider is denied a requested waiver from the above requirements, the provider may appeal the denial of the Mayor.



(3) The Village Engineer shall make every good faith attempt to accommodate all existing and potential users of the rights of way as set forth in this chapter.

(4) Providers may enter into written agreements to use existing poles and conduits with the owners of same and shall use best efforts to install their facilities within the rights of way.

(5) No facility placed in any rights of way shall be placed in such a manner that interferes with normal travel on such rights of way.

(6) Unless otherwise stated in a certificate of registration, permit, or § 95.03(F)(6)(c) all facilities within the rights of way shall be constructed and located in accordance with the code and with the following provision:

(a) Whenever all existing facilities that have been traditionally located overhead are located underground in a certain area within the Village, a provider who desires to place its facilities in the same area must also locate its facilities underground.

(b) Whenever a provider is required to locate or re-locate facilities underground within a certain area of the Village, every provider with facilities within the same area of the Village shall concurrently re-locate their facilities underground.

(c) The above requirements may be waived by the Village for good cause shown including, but not limited to, consideration of such factors as: the remaining economic life of the facilities, public safety, customer service needs, law precluding such undergrounding of the facilities, and hardship to the provider. If a provider is denied a requested waiver from the above requirements, the provider may appeal the denial of the Village Engineer to the Mayor.

(Ord. O-2204-09, passed 10-19-09)

#### § 95.04 REPORTING REQUIREMENTS.

(A) Construction and major maintenance plan. Each provider shall, at the time of initial application and by January 1 of each following year, file a construction and major maintenance plan with the Village Fiscal Officer. Such construction and major maintenance plan shall be provided for all geographical areas requested by the Village Engineer, up to and including the entire geographical area of the Village. It shall be submitted using a format(s) mutually agreeable to the provider and the Village and shall contain the information determined by the Village Engineer to be necessary to facilitate the coordination and reduction in the frequency of construction in the rights of way. The construction and major maintenance plan shall include, but not be limited to, all currently scheduled and/or anticipated construction projects for the next calendar year, if none are scheduled or anticipated then the plan shall so state. The provider shall use its best efforts in supplying this information and shall update the construction and major maintenance plan on file with the Village Fiscal Officer whenever there is a material change in scheduled and/or anticipated construction projects. In an effort to assist providers with the completion of their annual construction and major maintenance plan, the Village Engineer, as soon as possible, will send each provider's system representative a descriptive narrative (and any mapping information reasonably available) for all the planned right of way improvements and/or scheduled maintenance that the Village then currently intends to undertake during the calendar year.

(B) Mapping data. With the filing of its application for a certificate of registration, a provider shall be required to accurately inform the Village of the number of miles (rounded up to the nearest mile) of right of way the provider's system then currently occupies and begin submitting to the Village all information that currently exists and which can be provided regarding the location of its facilities in the right of way in hard copy or in the most advanced format (including, but not limited to, electronic and/or digital format) then currently being used by the provider that is then currently capable of technologically being read (or readily converted to a readable form) by the Village. Unless otherwise required by § 95.13(B), a provider shall have up to one year from the date of the provider's initial filing of an application for a certificate of registration to completely submit all the mapping data for a provider's system in the entire geographical area of the Village which it owns or over which it has control that are located in any rights of way of the Village in the most advanced format (including, but not be limited to electronic and/or digital format) then currently being used by the provider that is then currently capable of technologically being read (or readily converted to a readable form) by the Village. The mapping data is only required to be at the "atlas" level of detail necessary for the Village to reasonably determine the location of the provider's facilities in the rights of way. The provider shall supply the mapping data on paper if the Village Engineer determines that the format currently being used by the provider is not capable of being read by the Village. Anytime after the issuance of a certificate of registration, and upon the reasonable request of the Village Engineer, a provider shall be required to provide to the Village any additional location information for any facilities which it owns or over which it has control that are located in any rights of way of the Village required by the Village. Any and all actual direct, incidental and indirect costs incurred by the Village during the process of reviewing, inputting and/or converting a provider's mapping information to comport with the Village's then current standard format (whether electronic or otherwise) shall be directly billed to, and must be timely remitted by, the provider. Failure to pay such mapping costs within 60 days of receipt of an invoice shall subject an applicant or provider to revocation of its certificate of registration and the penalties of § 95.99. Further, each provider that has been issued a certificate of registration shall accurately inform the Village on or before each subsequent January 1 of the number of miles (rounded up to the nearest mile) of right of way the provider's system then occupied as of the immediately previous December 1. The Village Engineer may, in the future, adopt additional specifications and further define or modify the mapping data requirements under this section for reasons including, but not limited to, changes in technology or the law regarding public disclosure of a provider's mapping information. When the Village modifies and/or amends the mapping data requirements, the Village shall use best efforts to avoid unreasonably increasing the burden to the providers that may be associated with satisfying the amended mapping requirements. When the mapping requirements of § 95.04(B) are amended, each provider shall be served with a copy of the new specifications or modifications by regular U.S. mail to the system representative identified in each certificate of registration and in accordance with § 95.19(B); provided, however, that any failure of any provider to actually receive such notice shall not in any way affect the validity or enforceability of said specifications or modifications.

(C) Exemption from disclosure. A provider shall notify the Village if the provider believes that any specific document or portion of a document being submitted to the Village is

exempt from the public records disclosure requirements of R.C. § 149.43. The notification shall be in writing and indicate the specific document or portion of a document that the provider believes is exempt from disclosure. The notification shall include the legal basis for the claimed exemption, including the applicable statutory reference and any additional information necessary to make a determination of exemption for each specific document or portion of a document. If a public records request is made for documents submitted by a provider, the Village will consider the written notification in making its own independent determination of whether a specific document or a portion of a document is exempt from the disclosure requirements of R.C. § 149.43. To the extent permitted by law, the village will endeavor to use reasonable best efforts to notify the provider of the request prior to making the document available for inspection or copying.  
(Ord. 0-2204-09, passed 10-19-09)

#### § 95.05 COMPENSATION FOR CERTIFICATE OF REGISTRATION.

(A) Compensation. As compensation for the Village's costs to administer Chapter 95, manage, administer and control the rights of way and maintain each certificate of registration issued, every provider or any person operating a system shall pay to the Village registration maintenance fees beginning January 1, 2009. The registration maintenance fee shall be determined and assessed to providers and other persons operating a system or otherwise using and occupying the rights of way in accordance with the following process and formula:

(1) The Village by January 31 of each year shall calculate all actual and incurred costs associated with rights of way management, administration and control for the previous calendar year that the Village was not able to reasonably recover through construction permit fees or other recovery mechanisms provided for in Chapter 95.

(2) Providers and applicants, as required in § 95.04(B), shall accurately inform the Village upon application for a certificate of registration and on or before each subsequent January 1 of the number of miles (rounded up to the nearest mile) of right of way the provider's system then occupied as of the immediately previous December 1.

(3) The Village shall total the entire number of miles of right of way reported as being used or occupied by all providers.

(4) The village shall divide the calculated costs referenced in § 95.05(A)(1) by the total number of miles of right of way reported as being used or occupied by all providers as referenced in § 95.05(A)(3) to arrive at a per-mile cost number.

(5) The Village shall then multiply each provider's mileage calculation as referenced in § 95.05(A)(2) by the per-mile cost calculation referenced in § 95.05(A)(4). The product shall be a provider's then current annual registration maintenance fee.

(6) The Village shall perform its annual calculation of registration maintenance fees following receipt of the providers required January 1 mileage report. Registration maintenance fees shall be invoiced to providers on or about February 1 of each calendar year and shall be due 30 days following receipt.

(7) Cable companies operating under non-exclusive cable franchises for the purposes of providing cable service, video services provider operating under a VSA for the purpose of providing video services, and providers of open video system services, which

compensate the Village under other mechanisms in an amount equal to or greater than the annual registration maintenance fee that would normally be required for their right of way use in the Village, shall have the mileage of the right of way they use and/or occupy included in the calculations described in § 95.05, but shall not be required to contribute to the recovery of rights of way costs as defined by Chapter 95 with the exception of permit costs.

(8) The Village may by separate legislation enacted by Council on or about January 31 of each year, in accordance with the results of § 95.05(A)(4), enact an initial and thereafter a new annual registration maintenance fee (per mile) by appropriately increasing or decreasing the previous years registration maintenance fee (per mile). Revised registration maintenance fees shall be effective upon passage.

(B) Timing. Registration maintenance fees shall be paid in advance by January 1 of each calendar year. Registration maintenance fees shall be paid in full for the first year of the registration as a condition of the certificate of registration becoming effective. Fees may be prorated from the effective date of the certificate of registration to the end of the calendar year if less than one full year.

(C) Taxes and assessments. To the extent taxes or other assessments are imposed by taxing authorities on the use of village property as a result of a provider's use or occupation of the rights of way, the provider shall be responsible for payment of such taxes. Such payments shall be in addition to any other fees payable pursuant to Chapter 95 and shall not be considered an offset to, or in lieu of, the fees and charges listed in Chapter 95. The registration maintenance fee is not in lieu of any tax, fee, or other assessment except as specifically provided in Chapter 95, or as required by applicable law.

(D) Interest on late payments. In the event that any registration maintenance fee is not paid to the Village by January 31, the provider shall pay a monthly late charge of 1% of the unpaid balance for each month or any portion thereof for which payment is not made.

(E) No accord and satisfaction. No acceptance by the Village of any registration maintenance fee shall be construed as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of such registration maintenance fee payment be construed as a release of any claim the Village may have for additional sums payable.

(Ord. O-2204-09, passed 10-19-09)

#### § 95.06 OVERSIGHT AND REGULATION.

(A) Reports. Upon reasonable request of the Mayor, a provider shall provide the Village with a list of any and all material communications, public reports, petitions, or other filings, either received from or submitted to any municipal, county, state or federal agency or official (and any response thereto submitted by or received by a provider), and any other information or report reasonably related to a provider's obligations under Chapter 95 which in any way materially effects the operation of the system or a provider's representations and warranties set forth herein, but not including tax returns or other filings which are confidential. Upon request, a provider shall promptly, but in no case later than 30 business days following the request, deliver to the Village a complete copy of any item on said list. Upon the request of the Village, a provider shall promptly submit to the Village any information or report reasonably related to a provider's obligations under

Chapter 95, its business and operations with respect to the system or its operation, in such form and containing such information as the Village shall specify. Such information or report shall be accurate and complete and supplied within 30 days.

(B) Confidentiality. All information submitted to the Village that is considered confidential/proprietary information must be clearly marked as such when submitted. A provider, at any time after submitting information without confidential/proprietary information markings, may request and shall be provided the opportunity to, subsequently mark any provided information as confidential/proprietary information. The Village shall exercise all reasonable legal protections so as not to publicly disclose to any third party such information unless required by law. The Village shall, following receipt of a request for public disclosure of clearly marked trade secret and/or proprietary information submitted by a provider, endeavor to use reasonable best efforts to timely place the provider's system representative on notice that such a request for public disclosure has been made.

(C) Provider's expense. All reports and records required under Chapter 95 shall be furnished at the sole expense of a provider.

(D) Right of inspection and audit. The Village's designated representatives shall have the right to inspect, examine, or audit during normal business hours and upon reasonable notice to a provider under the circumstances; documents, records, or other information which pertain to a provider's operation of a system within the Village that are related to its obligations under Chapter 95. All such documents shall be made available within the Village or in such other place that the Village may agree upon in writing in order to facilitate said inspection, examination, or audit.

(E) Rules and regulations. The Village Engineer may propose, and Village Council may adopt (and from time to time amend) the rules and regulations regarding Chapter 95, construction standards and occupancy requirements of the right of way. Such rules and regulations shall not materially increase the obligation of any provider hereunder, provided however that none of the following shall in any way be considered a material increase in obligation; the adoption of rules and regulations increasing fees; the requiring of the placement of facilities in designated portions of the rights of way (underground or otherwise); the overbuilding of facilities; or the requiring of joint-builds. Prior to the adoption or amendment of the rules and regulations, the Village shall provide written notice and a copy of the proposed language of such adoption or amendment, via United States regular mail, to each provider who holds a then current certificate of registration. Each provider shall then have 30 days following the date of the Village's mailing to provide written comment regarding the proposed language to the Village. At least 45 days, but not more than 60 days following the date of the Village's mailing, the Village shall schedule and hold a meeting, to make available a forum at which all then current providers may address any questions, concerns and make reasonable suggestions regarding the proposed new rules and regulations to the Village. The Village Engineer shall, following said meeting and the review of the providers' comments and suggestions, adopt or amend the rules and regulations in a manner that best serves the Village, for approval by Village Council.

(Ord. O-2204-09, passed 10-19-09)

#### § 95.07 REGISTRATION TERM.

The term of each certificate of registration granted under Chapter 95 shall be valid from the date of issuance until such time as it is revoked, terminated, has lapsed or is properly amended.

(Ord. O-2204-09, passed 10-19-09)

#### § 95.08 INDEMNITY.

Indemnity required. Each certificate of registration issued pursuant to Chapter 95 shall contain provisions whereby providers agree to defend, indemnify and hold the Village and its agents, officers, elected officials, employees, volunteers, and subcontractors harmless from and against all damages, costs, losses or expenses:

(A) For the repair, replacement, or restoration of Village property, equipment, materials, structures and facilities which are damaged, destroyed or found to be defective as a result of such provider's acts or omissions; and

(B) From and against any and all claims, demands, suits, causes of action, and judgments:

(1) For damage to or loss of the property of any person, and/or the death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person;

(2) Arising out of, incident to, concerning or resulting from the act or omissions of such provider, its agents, employees, and/or subcontractors, in the performance of activities pursuant to such certificate of registration, no matter how, or to whom, such loss may occur.

(C) In any event, all persons using or occupying the rights of way agree to defend, indemnify and hold harmless the Village as set forth above as a condition of their use and occupancy of the rights of way, but such requirement to defend, indemnify and hold harmless shall not extend to the negligence of the Village or its agents, elected officials, officers, employees, volunteers and subcontractors, to the extent that the existence of such negligence shall be proven to exist.

(Ord. O-2204-09, passed 10-19-09)

#### § 95.09 CIVIL FORFEITURES.

In addition to any other penalties set forth in this Chapter 95 and the remedy of specific performance, which may be enforced in a court of competent jurisdiction, the Mayor may assess an additional penalty of civil forfeiture for failure to comply with any provision of Chapter 95. Such penalty shall be a monetary sum, payable to the Village, in the amount of \$500 per 24-hour day of violation and any subsequent portion of a day less than 24 hours in length. Prior to assessing said penalty, the Village will provide written notice to the provider detailing the failure to comply with a specific provision of Chapter 95. Such notice shall also indicate that said penalty shall be assessed in 15 calendar days subsequent to the date of receipt if compliance is not achieved. If a provider desires to challenge such penalty, provider must request a public hearing before the Village Council within ten days of service of the notice. Such public hearing shall be held within 30 days of the provider's request. If provider requests such hearing before the Village Council, such penalty shall be temporarily suspended. However, if, after the public hearing, the Village Council

determines that provider failed to comply with the specific provision(s) of Chapter 95 referenced in the notice, such penalty shall be assessed starting with the 15 calendar days after receipt of the notice referenced in this section and continuing each day thereafter until compliance is achieved. The determination of the Village Council shall be final. The provider may file an administrative appeal pursuant to R.C. Chapter 2506. The penalty shall continue to accrue during the appeal unless the provider obtains a stay and posts a supersedeas bond pursuant to R.C. § 2505.09 or the provider comes into full compliance with Chapter 95.

(Ord. O-2204-09, passed 10-19-09)

#### § 95.10 TERMINATION OF CERTIFICATE OF REGISTRATION.

(A) Default notice provided. The Village through its Mayor shall give written notice of default to a provider if the Village, in its sole discretion, determines that a provider has:

(1) Violated any material provision or requirement of the issuance or acceptance of a certificate of registration or any law and failed to cure as may be required; or

(2) Attempted to evade any provision of the issuance of a certificate of registration or the acceptance of it; or

(3) Practiced any fraud or deceit upon Village; or

(4) Made a material misrepresentation of fact in the application for a certificate of registration.

(B) Cure required. If a provider fails to cure a default within 30 calendar days after such notice is served by the Village then such default shall be a material default and Village may exercise any remedies or rights it has at law or in equity to terminate the certificate of registration. If the Mayor decides there is cause or reason to terminate, the following procedure shall be followed:

(1) Village shall serve a provider with a written notice of the reason or cause for proposed termination and shall allow a provider a minimum of 15 calendar days to cure its breach.

(2) If the provider fails to cure within 15 calendar days, the Village Engineer may declare the certificate of registration terminated.

(3) The provider shall have ten calendar days to appeal the termination to the Village Council. All such appeals shall be in writing. If the Village Council determines there was not a breach, then the Village Council shall overturn the decision of the Mayor. Otherwise, the Village Council shall affirm the decision of the Mayor to terminate. The determination of the Village Council shall be final.

(Ord. O-2204-09, passed 10-19-09)

#### § 95.11 UNAUTHORIZED USE OF PUBLIC RIGHTS OF WAY.

(A) No use without authorization. No person shall use the rights of way to operate a system that has not been authorized by the Village in accordance with the terms of Chapter 95 and been issued a certificate of registration.

(B) No use without certificate of registration. No person shall place or have placed any facilities in, on, above, within, over, below, under, or through the rights of way, unless allowed under Chapter 95 or having been issued a certificate of registration.

(C) Unauthorized use a violation. Each and every unauthorized use shall be deemed to be a violation and a distinct and separate offense. Each and every day any violation of Chapter 95 continues shall constitute a distinct and separate offense.

(D) Distinct and separate offense. No person shall fail to comply with the provisions of Chapter 95. Each and every failure to comply shall be deemed a distinct and separate offense. Each and every day any violation of Chapter 95 continues shall constitute a distinct and separate offense.

(E) Penalty assessed. The violation of any provision of Chapter 95 shall be unlawful and a misdemeanor offense. The penalty for any violation of Chapter 95 shall be as provided in § 95.99.

(Ord. 0-2204-09, passed 10-19-09)

#### § 95.12 ASSIGNMENT OR TRANSFER OF OWNERSHIP AND RENEWAL.

(A) Assignment or transfer approval required. A certificate of registration shall not be assigned or transferred, either in whole or in part, other than to an affiliate, without the prior written consent of the Village, which consent shall not be unreasonably withheld. Any assignment or transfer of certificate of registration, including an assignment or transfer by means of a fundamental corporate change, requires the written approval of the Village.

(B) Procedure to request assignment or transfer approval. The parties to the assignment or transfer of certificate of registration shall make a written request to the Village for its consent in the form of the certificate of registration application. The Village shall reply in writing within 60 days of actual receipt of the request and shall indicate its approval of the request or its determination that a public hearing is necessary. Village may conduct a public hearing on the request within 30 days of such determination if it determines that a sale or transfer of the certificate of registration adversely affects the Village.

(C) Notice and hearing. Notice of a hearing shall be given 14 days prior to the hearing by publishing notice thereof once in a newspaper of general circulation in the Village. The notice shall contain the date, time and place of the hearing and shall briefly state the substance of the action to be considered by Village.

(D) Review by Village. The Village will review the qualifications (including, but not limited to legal, technical and financial where appropriate) of the proposed assignee or transferee and terms of the existing certificate of registration. Village will make its decision in writing setting forth any conditions for assignment or transfer. Within 120 days of actual receipt of the request for assignment or transfer, the Village shall approve or deny such assignment or transfer request in writing.

(E) Fundamental corporate change. For purposes of this section, fundamental corporate change means the sale or transfer of a controlling interest in the stock of a corporation or the sale or transfer of all or a majority of a corporation's assets, merger (including a parent and its subsidiary corporation), consolidation or creation of a subsidiary corporation. For the purposes of this section, fundamental partnership change means the sale or transfer of



all or a majority of a partnership's assets, change of a general partner in a limited partnership, change from a limited to a general partnership, incorporation of a partnership, or change in the control of a partnership.

(F) Certificate of registration and assignee/transferee replacement issuance required. In no event shall a transfer or assignment of ownership or control be ultimately acceptable to the Village without transferee or assignee requesting and being issued a replacement certificate of registration within 90 days of transfer or assignment.

(G) Not a transfer. Notwithstanding anything to the contrary, no such consent or approval shall be required for a transfer or assignment to any person controlling, controlled by or under the same common control of the original holder of the certificate of registration.

(Ord. 0-2204-09, passed 10-19-09)

### § 95.13 CONSTRUCTION PERMITS.

(A) Construction permit requirement. Except as otherwise provided in the code, no person may construct in any rights of way without first having obtained a construction permit as set forth below. This requirement shall be in addition to any requirement set forth in Chapter 92 of the code.

(1) A construction permit allows the permittee to construct in that part of the rights of way described in such construction permit and to obstruct travel over the specified portion of the rights of way by placing facilities described therein, to the extent and for the duration specified therein.

(2) A construction permit is valid only for the dates and the area of rights of way specified in the construction permit.

(3) No permittee may construct in the rights of way beyond the date or dates specified in the construction permit unless such permittee:

(a) Submits a supplementary application for another construction permit before the expiration of the initial construction permit; and

(b) Is granted a new construction permit or construction permit extension.

(4) Original construction permits issued pursuant to § 95.13 shall, when possible, be conspicuously displayed at all times at the indicated work site and shall be available for inspection by inspectors and authorized Village personnel. If the original construction permit involves work conducted simultaneously at multiple locations, each location shall display a photocopy of the original construction permit. If the original construction permit is not conspicuously displayed at the indicated work site, then upon request, the original construction permit must be produced within 12 hours or the first earliest business hour, whichever is later. For purposes of this section, business hour shall mean the hours between 8:00 a.m. and 5:00 p.m. during a business day.

(B) Construction permit applications.

(1) Application for a construction permit shall be made to the Village Fiscal Officer.

(2) All construction permit applications shall contain, and will be considered complete only upon compliance with the requirements of the following provisions:

(a) Credible evidence that the applicant (where required) has been issued a certificate of registration or proof that the applicant has written authority to apply for a

construction permit on behalf of a party that has been issued a certificate of registration;  
and

(b) Submission of a completed construction permit application in the form required by the Village, including, but not limited to, all required attachments, and dated drawings showing the location and area of the proposed project, number and location of street cuts, and the location of all then known existing and proposed facilities of the applicant or provider within the proposed project area. All drawings, plans and specifications submitted with the application shall comply with applicable technical codes, rules and regulations and be certified as to being in such compliance by trained technical personnel acceptable to the Village Engineer. The mapping data is only required to be at the "atlas" level of detail necessary for the Village to reasonably determine the location of the provider's facilities in the rights of way. The Village reserves the right, in circumstances that the Village Engineer considers unique, complex or unusual, to request that certain submitted drawings, plans and specifications be accompanied by the certification of a registered licensed professional engineer; and

(c) A Village approved traffic control plan demonstrating the protective measures and devices that will be employed, consistent with the OMUTCD, to prevent injury or damage to persons or property and to minimize disruptions to efficient pedestrian and vehicular traffic; and

(d) If the applicant wants to install new facilities, if specifically requested by the Village Engineer, evidence that there is no surplus space and evidence that the applicant has received an appropriate permit and is adhering to the Village's rules and regulations; and

(e) If applicant is proposing an above ground installation on existing poles within the rights of way, the applicant shall provide credible information satisfactory to the Village to sufficiently detail and identify:

1. The size and height of the existing poles; and
2. Based on the facilities currently on the existing poles and if specifically requested by the Village Engineer, the excess capacity currently available on such poles before installation of applicant's facilities; and
3. Based on the facilities currently on the existing poles and if specifically requested by the Village Engineer, the excess capacity for like or similar facilities that will exist on such poles after installation of applicant's facilities; and

(f) If the applicant proposes to install new poles within the rights of way, the applicant shall provide:

1. Credible evidence if specifically requested by the Village Engineer, satisfactory to the Village that there is no excess capacity on existing poles or in existing underground systems; and
2. Credible evidence to the Village Engineer that it is not financially and/or technically practicable for the applicant to make an underground installation or locate its facilities on existing poles; and
3. The location, size, height, color, and material of the proposed poles; and
4. Credible evidence satisfactory to the Village that the applicant will adhere to all the applicable laws concerning the installation of new poles.

5. A utility engineering study that satisfies the requirements of § 95.14 and meets any additional plan submittal requirement of the Village Engineer.

(g) If applicant is proposing an underground installation in existing ducts or conduits within the rights of way, the applicant shall provide credible information satisfactory to the Village to sufficiently detail and identify:

1. Based on the existing facilities, the excess capacity for like or similar facilities currently available in such ducts or conduits before installation of applicant's facilities; and

2. Based on existing facilities, the excess capacity for like or similar facilities that will exist in such ducts or conduits after installation of applicant's facilities.

(h) If applicant is proposing an underground installation within new ducts or conduits to be constructed within the rights of way, the applicant must provide a utility engineering study that satisfies the requirements of § 95.14 and meets any additional plan submittal requirements of the Village Engineer and also credible information satisfactory to the Village to sufficiently detail and identify:

1. The location, depth, size, and quantity of proposed new ducts or conduits; and
2. The excess capacity for like or similar equipment that will exist in such ducts or conduits after installation of applicant's facilities.

(i) A preliminary construction schedule and completion date; and

(j) Payment of all money due to the Village for:

1. Permit fees;

2. Any loss, damage, or expense suffered by the Village as a result of applicant's prior construction in the rights of way or any emergency actions taken by the Village.

3. Any certificate of registration issued to the applicant/person whose facilities are being constructed.

4. Any other money due to the Village from the applicant/person whose facilities are being constructed.

(k) When a construction permit is requested for purposes of installing additional systems or any part of a system, the posting of a construction bond and removal bond, acceptable to the Village and subject to Chapter 95, for the additional systems or any part of a system is required.

(l) Upon request, the Village Engineer may modify or waive the information requirements if they are not necessary in evaluating the construction permit application. The Village Engineer may request applicable and pertinent additional information if it is necessary in evaluating the construction permit application.

(C) Issuance of permit; conditions.

- (1) If the Village determines that the applicant has satisfied the requirements of Chapter 95 and the construction permit process, the Village shall issue a construction permit subject to the provisions of § 95.13(C)(2).

- (2) The Village may impose reasonable conditions upon the issuance of the construction permit and the performance of the permittee thereunder in order to protect the public health, safety and welfare, to insure the structural integrity of the rights of way, to protect the property and safety of other users of the rights of way, and to minimize the disruption and inconvenience to the traveling public.

(D) Construction permit fees.

(1) The Village shall annually calculate construction permit fees and appropriately revise any prior year's construction permit fees based upon the formula and calculations described in § 95.13(D). Construction permit fees shall remain in effect until the Village's next annual modification of the construction permit fees.

(2) The Village, on or about January 1 of each year, shall calculate all the actual and incurred construction permit issuance, inspection, oversight, enforcement and regulation costs for the previous calendar year including the value of the degradation and reduction in the useful life of the rights of way that will result from construction that takes place therein. "Degradation and the reduction in the useful life" for the purpose of this section means the accelerated depreciation of the rights of way caused by construction in or disturbance of the rights of way, resulting in the need to reconstruct or repair such rights of way earlier than would be required if the construction did not occur.

(3) The Village, on or about January 1 of each year, shall total all the construction permit fee receipts received in accordance with the scheduled fees required by the prior year's construction permit fees for the previous calendar year.

(4) The Village shall divide the calculated costs referenced in § 95.13(D)(2) by the total construction permit fees received as referenced in § 95.13(D)(3) to arrive at a numerical factor representing the previous years cost versus receipts analysis.

(5) The Village shall multiply the then currently codified construction permit fees by the numerical factor as referenced in § 95.13(D)(4) to calculate revised permit fees for the new calendar year.

(6) The Village shall act, on or about January 31 of each year, in accordance with the results of § 95.13(D)(5), to codify new annual permit fees by separate legislation enacted by Council by appropriately increasing or decreasing the previous years permit fees. Revised permit fees shall be effective upon passage. Any permit requests pending on the date of any annual permit fee modification shall be subject to all new permit fees as modified.

(7) Except as provided in subsection § 95.13(D)(8), no construction permit shall be issued without payment of construction permit fees except to the Village which shall be exempt. Construction permit fees that were paid for a permit that the Village has revoked due to breach and in accordance with the terms of § 95.10 or § 95.16(E) are not refundable.

(8) The Village Fiscal Officer may permit a provider to make quarterly payments of construction permit fees based upon the provider's financial condition and past payment history. The quarterly payment shall be due and payable within 30 days after the end of the quarter. The Village Fiscal Officer may revoke this permission due to a change in financial condition, late payment, or other just cause.

(E) Joint applications. Applicants are encouraged to submit joint applications for construction permits to work in the rights of way at the same place and time. Joint applicants shall have the ability to divide amongst themselves, in proportions the parties find appropriate, any applicable construction permit fees.

(Ord. 0-2204-09, passed 10-19-09)

#### § 95.14 CONSTRUCTION, RELOCATION AND RESTORATION.

(A) Utility engineering study required.

(1) Prior to commencement of any initial construction, extension, or relocation of facilities in the rights of way, except for repair, maintenance or replacement with like facilities or relocations requested or caused by a third party (excluding the Village) or another permittee, a permittee shall conduct a utility engineering study on the proposed route of construction expansion or relocation if requested by the Village Engineer. Where such construction and/or relocation is requested or caused by a third party, every permittee located within the rights of way at issue or involved with the work shall use all best efforts to cooperate and assist any other permittee or person who is directed by the Village to perform the required utility engineering study. A utility engineering study consists of, at minimum, completion of the following tasks:

(a) Secure all available "as-built" plans, plats and other location data indicating the existence and approximate location of all facilities along the proposed construction route.

(b) Visibly survey and record the location and dimensions of any facilities along the proposed construction route, including, but not limited to, manholes, valve boxes, utility boxes, posts and visible street cut repairs.

(c) Determine and record the presence and precise location of all underground facilities the applicant or person on whose behalf the permit was applied for owns or controls in the rights of way along the proposed system route. Upon request of the Village Engineer, a permittee shall also record and identify the general location of all other facilities in the rights of way along the proposed system route. For the purposes of this section, general location shall mean the alignment of other facilities in the rights of way, but shall not necessarily mean the depth of other facilities in the rights of way.

(d) Plot and incorporate the data obtained from completion of the tasks described in § 95.14(A)(1)(a) through (A)(1)(c) on the construction permittee's proposed system route maps and construction plans, along with the locations of the proposed facilities and all other topographic and cadastral information.

(e) Where the proposed location of facilities and the location of existing underground facilities appear to conflict on the plans drafted in accordance with § 95.14(A)(1)(d), permittee has the option of either utilizing non-destructive digging methods, such as vacuum excavation, at the critical points identified to determine as precisely as possible, the horizontal, vertical and spatial position, composition, size and other specifications of the conflicting underground facilities, or re-designing the construction plans to eliminate the apparent conflict. Unless waived by the Village Engineer, a permittee shall not excavate more than a 12 inch hole in the rights of way to complete this task for each apparent conflict. Any surfaces damaged shall be immediately repaired by the permittee. A minimum of two working days notice shall be provided to the Village prior to performing these investigations.

(f) Based on all of the data collected upon completion of the tasks described in this section, adjust the proposed system design to avoid the need to relocate other underground facilities.

(2) The Village Engineer may modify the scope of the utility engineering study as necessary depending on the proposed construction plans.

(B) Copy to Village. Upon completion of the tasks described in § 95.14(A), the construction permittee shall submit, if necessary labeled in accordance with the requirements of § 95.06(b), the proposed system route maps and construction plans, with the results of the utility engineering study, in the most advanced format (including, but not be limited to electronic and/or digital format) then currently being used by the provider that is then currently capable of technologically being read (or readily converted to a readable form) by the Village. The mapping data is only required to be at the "atlas" level of detail necessary for the Village to reasonably determine the location of the provider's facilities in the rights of way. The provider shall supply the mapping data on paper if the Village Engineer determines that the format currently being used by the provider is not capable of being read by the Village.

(C) Qualified firm. All utility engineering studies conducted pursuant to this section shall be performed by the permittee if in the discretion of the Village Engineer the construction permittee is qualified to complete the project itself, alternatively utility engineering studies shall be performed by a firm specializing in utility engineering.

(D) Cost of study. The permittee shall bear the cost of compliance with § 95.14(A) through (C).

(E) Construction schedule. Unless otherwise provided for in Chapter 95 or in the rules and regulations, or unless the Village Engineer waives any of the requirements of this section due to unique or unusual circumstances, a permittee shall be required to submit a written construction schedule to the Village not less than five working days before commencing any work in or about the rights of way, and shall further notify the Village not less than two working days in advance of any excavation in the rights of way. This section shall apply to all situations with the exception of circumstances under § 95.16(D)(1) (emergency situations) and § 95.15 (minor maintenance).

(F) Location of facilities

(1) The placement of new facilities and replacement of old facilities, either above ground or underground, shall be completed in conformity with applicable laws and the Village's rules and regulations. Detailed plans and applicable specifications shall be submitted to the Village for review and approval prior to construction of any facilities except those that are categorized as "minor maintenance" issues as per § 95.15 herein.

(2) The Village shall have the power to prohibit or limit the placement of new or additional facilities within the rights of way if the right of way is full. In making such decisions, the Village shall strive to the extent possible to accommodate all existing and potential users of the rights of way, but shall be guided primarily by considerations of the public health, safety and welfare, the condition of the rights of way, the time of year with respect to essential utilities, the protection of existing facilities in the rights of way, future Village and County plans for public improvements, development projects which have been determined to be in the public interest and nondiscriminatory and competitively neutral treatment among providers.

(G) Least disruptive technology. All construction or maintenance of facilities shall be accomplished in the manner resulting in the least amount of damage and disruption of the rights of way. Specifically, every permittee when performing underground construction, if technically and/or technologically feasible and not economically unreasonable, shall utilize trenchless technology, including, but not limited to, horizontal drilling, directional boring,

or microtunneling of pavement, driveways, and other sensitive topographic areas. In addition, all cable, wire or fiber optic cable installed in the subsurface rights of way pursuant to Chapter 95 may be required to be installed in conduit, and if so required, no cable, wire or fiber optic cable may be installed pursuant to Chapter 95 using "direct bury" techniques.

(H) Special exceptions. The Village may grant a special exception to the requirements of § 95.14(F) and § 95.14(G) if a permittee, upon application, demonstrates with written evidence that:

- (1) The exception will not create any threat to the public health, safety or welfare.
- (2) Permittee demonstrates that the increased economic burden and the potential adverse impact on the permittee's construction schedule resulting from the strict enforcement of the requirement actually or effectively inhibits the ability of the permittee to provide services in the Village.
- (3) The permittee demonstrates that the requirement unreasonably discriminates against the permittee in favor of another person.
- (4) The requirements requested by the Village herein create an unreasonable economic burden for the permittee that outweighs any potential benefit to the Village.

(I) Relocation of facilities.

(1) A provider shall as promptly as reasonably possible and at its own expense, permanently remove and relocate its facilities in the rights of way whenever the Village finds it necessary to request such removal and relocation. In instances where the Village requests removal and/or relocation, the Village shall waive all applicable construction permit fees. Upon removal and/or relocation, the provider shall restore the rights of way to the same or better condition it was in prior to said removal or relocation. If existing poles are required to be removed and/or relocated, then the existing poles will be replaced with poles of the same or similar size. In accordance with law, the Village may request relocation and/or removal in order to prevent unreasonable interference by the provider's facilities with:

- (a) A public improvement undertaken or approved by the Village.
  - (b) When the public health, safety, and welfare requires it, or when necessary to prevent interference with the safety and convenience of ordinary travel over the rights of way.
  - (c) The sale, conveyance, vacation, or narrowing of all or any part of a right of way.
- (2) Notwithstanding the foregoing, a provider who has facilities in the rights of way subject to a vacation or narrowing that is not required for the purposes of the Village, shall have a permanent easement in such vacated portion or excess portion in conformity with R.C. § 723.041.

(3) If, in the reasonable judgment of the Village, a provider fails to commence removal and/or relocation of its facilities as designated by the Village, within 30 days after the Village's removal order, or if a provider fails to substantially complete such removal, including all associated repair of the rights of way of the Village, within 12 months thereafter, then, to the extent not inconsistent with applicable law, the Village shall have the right to:

(a) Declare that all rights, title and interest to the facilities belong to the Village with all rights of ownership, including, but not limited to, the right to connect and use the facilities or to effect a transfer of all right, title and interest in the facilities to another person for operation; or

(b) Authorize removal of the facilities installed by the provider in, on, over or under the rights of way of the Village at provider's cost and expense, by another person; however, the Village shall have no liability for any damage caused by such action and the provider shall be liable to the Village for all reasonable costs incurred by the Village in such action; and

(c) To the extent consistent with applicable law, any portion of the provider's facilities in, on, over or under the rights of way of the Village designated by the Village for removal and not timely removed by the provider shall belong to and become the property of the Village without payment to the provider, and the provider shall execute and deliver such documents, as the Village shall request, in form and substance acceptable to the Village, to evidence such ownership by the Village.

(J) Pre-excavation facilities location.

(1) Before the start date of any rights of way excavation, each provider who has facilities located in the area to be excavated shall, to the best of its ability, mark the horizontal and approximate vertical placement of all its facilities.

(2) All providers shall notify and work closely with the excavation contractor in an effort to establish the exact location of its facilities and the best procedure for excavation.

(K) Rights of way restoration.

(1) The work to be done under the permit, and the restoration of the rights of way as required herein, weather permitting, must be completed within the dates specified in the permit. In addition to its own work, the permittee must restore the general area of the work, and the surrounding areas, including trench backfill, paving and its foundations in accordance with the code and rules and regulations. If a permittee is unable to timely complete the restoration of rights of way due to unreasonable inclement weather conditions, the permittee shall provide interim surface restoration as directed by the engineer, and complete the restoration of the rights of way as soon as weather conditions make it possible to do so and upon said completion notify the Village.

(2) In approving an application for a construction permit, the Village may choose either to have the permittee restore the rights of way or alternatively to restore the rights of way itself if the permittee has in the past not abided by requirements of Chapter 95.

(3) If the Village allows a permittee to restore the rights of way, the permittee may at the time of application for a construction permit be required to post a construction bond in an amount submitted by the permittee with a detailed cost breakdown to the Village Engineer for approval that is sufficient to cover the cost of restoring the rights of way to its approximate pre-excavation condition. If, 12 months after completion of the restoration of the rights of way, the Village determines that the rights of way have been properly restored, the surety on the construction bond shall be released.

(4) The permittee shall perform the work according to the standards and with the materials specified by the Village. The Village shall have the authority to prescribe the manner and extent of the restoration, and may do so in written procedures of general



application or on a case-by-case basis. The Village in exercising this authority shall be guided by the following standards and considerations: the number, size, depth and duration of the excavations, disruptions or damage to the rights of way; the traffic volume carried by the rights of way; the character of the neighborhood surrounding the rights of way; the pre-excavation condition of the rights of way; the remaining life-expectancy of the rights of way affected by the excavation; whether the relative cost of the method of restoration to the permittee is in reasonable balance with the prevention of an accelerated depreciation of the rights of way that would otherwise result from the excavation, disturbance or damage to the rights of way; and the likelihood that the particular method of restoration would be effective in slowing the depreciation of the rights of way that would otherwise take place. Methods of restoration may include, but are not limited to, patching the affected area, replacement of the rights of way base at the affected area, and in the most severe cases; milling, overlay and/or street reconstruction of the entire area of the rights of way affected by the work.

(5) By restoring the rights of way itself, the permittee guarantees its work and shall maintain it for 12 months following its completion. During this 12 month period, it shall, upon notification from the Mayor, correct all restoration work to the extent necessary using the method required by the Village Engineer. Weather permitting, said work shall be completed within five calendar days of the receipt of the notice from the Mayor, unless otherwise extended by the Mayor.

(6) If the permittee fails to restore the rights of way in the manner and to the condition required by the Village, or fails to satisfactorily and timely complete all repairs required by the Village, the Village, at its option, may do such work. In that event, the permittee shall pay to the Village, within 30 days of billing, the restoration cost of restoring the rights of way and any other costs incurred by the Village. Upon failure to pay, the Village may call upon any bond or letter of credit posted by permittee and/or pursue any and all legal and equitable remedies.

(7) If the work to be done under the permit is being done at the same location and the same period of time as work by the Village and/ or another permittee(s), then the Mayor may reasonably apportion the restoration responsibility among the Village, providers and/or other persons.

(L) Damage to other facilities.

(1) In the case of an emergency, and if possible after reasonable efforts to contact the provider seeking a timely response, when the Village performs work in the rights of way and finds it necessary, as may be allowed by law, to maintain, support, or move a provider's facilities to protect those facilities, the costs associated therewith will be billed to that provider and shall be paid within 30 days from the date of billing. Upon failure to pay, the Village may pursue all legal and equitable remedies in the event a provider does not pay or the Village may call upon any bond or letter of credit posted by the permittee and pursue any and all legal or equitable remedies. Each provider shall be responsible for the cost of repairing any damage to the facilities of another provider caused during the Village's response to an emergency occasioned by that provider's facilities.

(2) Each provider shall be responsible for the cost of repairing any Village-owned facilities in the rights of way which the provider or its facilities damage.

(M) Rights of way vacation. If the Village sells or otherwise transfers a rights of way which contains the facilities of a provider, such sale or transfer shall be subject to any existing easements of record and any easements required pursuant to R.C. § 723.041.

(N) Installation requirements. The excavation, backfilling, restoration, and all other work performed in the rights of way shall be performed in conformance with all applicable laws, rules and regulations, other standards as may be promulgated by the Village Engineer.

(O) Inspection. When the construction under any permit hereunder is completed, the permittee shall notify the Village.

(1) The permittee shall make the construction site available to the inspector and to all others as authorized by law for inspection at all reasonable times during the execution and upon completion of the construction.

(2) At the time of inspection, the inspector may order the immediate cessation of any work which poses a serious threat to the life, health, safety or well-being of the public, violates any law or which violates the term and conditions of the permit and/or Chapter 95.

(3) The inspector may issue an order to the permittee for any work which does not conform to the permit and/or applicable standards, conditions or codes. The order shall state that failure to correct the violation will be cause for revocation of the permit. The order may be served on the permittee as provided in § 95.19(B). An order may be appealed to the Mayor. The decision of the Mayor may be appealed to the Village Council whose decision shall be final. If not appealed, within ten days after issuance of the order, the provider shall present proof to the Mayor that the violation has been corrected. If such proof has not been presented within the required time, the Mayor may revoke the permit pursuant to § 95.16(E).

(P) Other obligations.

(1) Obtaining a construction permit does not relieve permittee of its duty to obtain all other necessary permits, licenses, and authority and to pay all fees required by any other laws.

(2) Permittee shall comply with all requirements of all laws, including the Ohio Utility Protection Service.

(3) Permittee shall perform all work in conformance with all applicable laws and standards, and is responsible for all work done in the rights of way pursuant to its permit, regardless of who performs the work.

(4) No rights of way obstruction or excavation may be performed when seasonally prohibited or when conditions are unreasonable for such work, except in the case of an emergency as outlined in § 95.16(D)(1).

(5) Permittee shall not obstruct a rights of way so that the natural free and clear passage of water through the gutters or other waterways shall be interfered with. The Village Engineer may waive this requirement if it is technically or economically unreasonable in the circumstances.

(6) Private vehicles other than necessary construction vehicles may not be parked within or adjacent to a permit area. The loading or unloading of trucks adjacent to a permit area is prohibited unless specifically authorized by the permit.

(Q) Undergrounding required. Any owner of property abutting upon a street or alley where service facilities are now located underground and where the service connection is at the property line, shall install or cause others to install underground any service delivery infrastructure from the property line to the buildings or other structures on such property to which such service is supplied. Where not otherwise required to be placed underground by Chapter 95, a provider shall locate facilities underground at the request of an adjacent property owner, provided that such placement of facilities underground is consistent with the provider's normal construction and operating standards and that the additional costs of such undergrounding over the normal aerial or above ground placement costs of identical facilities are borne directly by the property owner making the request. A provider, under any circumstance shall, upon the reasonable request of the Village, always use best efforts to place facilities underground. Where technically possible and not economically unreasonable or unsafe (based upon the technology employed and facilities installed), all facilities to be installed by a provider under the right of way shall be installed in conduit. (Ord. 0-2204-09, passed 10-19-09)

#### § 95.15 MINOR MAINTENANCE PERMIT.

(A) Right of way minor maintenance permit requirement. No person shall perform minor maintenance of facilities in the rights of way without first having obtained a right of way minor maintenance permit as set forth in this chapter. Minor maintenance means: (i) the routine repair or replacement of facilities with like facilities not involving construction and not requiring traffic control for more than two hours at any one location; (ii) or the routine repair or replacement of facilities with like facilities not involving construction and taking place on thoroughfares and arterials between the hours of 9:00 a.m. and 3:00 p.m.; (iii) or the routine repair or replacement of facilities with like facilities not involving construction on all rights of ways, other than thoroughfares and arterials, that does not impede traffic and is for a period of less than eight contiguous hours; (iv) or construction other than on thoroughfares and arterials that takes less than eight contiguous hours to complete, does not impede traffic and does not involve a pavement cut; or (v) minor and/or non-material vegetation management/tree pruning. The Village Engineer may adopt rules and regulations pursuant to § 95.06(E) that clarify the definition of minor maintenance and/or provide a process for a provider to determine whether particular activity constitutes minor maintenance.

(1) A right of way minor maintenance permit allows the right of way minor maintenance permittee to perform all minor maintenance in any part of the rights of way as required.

(2) A right of way minor maintenance permit is valid from the date of issuance until revoked by the Village Engineer.

(3) A right of way minor maintenance permit must be displayed or upon request produced within 12 business hours.

(4) A right of way minor maintenance permit by itself shall under no circumstances provide a permittee with the ability to cut pavement without seeking additional authority from the Village Engineer.

(B) Right of way minor maintenance permit applications. Application for a right of way minor maintenance permit shall be made to the Village Fiscal Officer. In addition to any information required by the Village, all right of way minor maintenance permit applications shall contain, and will only be considered complete upon compliance with the following provisions:

(1) Credible evidence that the applicant has obtained a certificate of registration or proof that the applicant has written authority to apply for a right of way minor maintenance permit on behalf of a party that has been issued a certificate of registration.

(2) Submission of a completed right of way minor maintenance permit application in the form required by the Village.

(3) A statement that the applicant will employ protective measures and devices that, consistent with the OMUTCD, will prevent injury or damage to persons or property and to minimize disruptions to the efficient movement of pedestrian and vehicular traffic.

(C) Issuance of right of way minor maintenance permits; conditions.

(1) If the Village Engineer determines that the applicant has satisfied the requirements of this chapter and the right of way minor maintenance permit process, the Village Engineer shall issue a right of way minor maintenance permit subject to the provisions of this chapter.

(2) The Village may impose reasonable conditions, in addition to the rules and regulations enacted by the Village Engineer, upon the issuance of the right of way minor maintenance permit and the performance of the right of way minor maintenance permittee thereunder in order to protect the public health, safety, and welfare, to insure the structural integrity of the rights of way, to protect the property and safety of other users of the rights of way, and to minimize the disruption and inconvenience to the traveling public.

(D) Right of way minor maintenance permit fees. The Village shall not charge a fee for the issuance of the right of way minor maintenance permit but may revoke the right of way minor maintenance permit as any other permit may be revoked under this chapter.

(Ord. 0-2204-09, passed 10-19-09)

#### § 95.16 ENFORCEMENT OF PERMIT OBLIGATION.

(A) Mandatory denial of permit. Except in the case of an emergency, no permit will be granted:

(1) To any person who has not yet made an application; or

(2) To any person who has outstanding debt owed to the Village unless payment in full has been placed in an escrow account approved by the Village Fiscal Officer and the Village Solicitor; or

(3) To any person as to whom there exists grounds for the revocation of a permit; or

(4) If, in the discretion of the Village Engineer, the issuance of a permit for the particular date and/or time would cause a conflict or interfere with an exhibition, celebration, festival, or any other event. The Village Engineer, in exercising this discretion, shall be guided by the safety and convenience of ordinary travel of the public over the rights of way, and by considerations relating to the public health, safety and welfare.

(B) Permissive denial of permit. The Village Engineer may deny a permit in order to protect the public health, safety and welfare, to prevent interference with the safety and

convenience of ordinary travel over the rights of way, or when necessary to protect the rights of way and its users.

(1) The Village Engineer, in his or her discretion, may consider one or more of the following factors:

(a) The extent to which rights of way space where the permit is sought is available; and/or

(b) The competing demands for the particular space in the rights of way; and/or

(c) The availability of other locations in the rights of way or in other rights of way for the proposed facilities; and/or

(d) The applicability of Chapter 95 or other regulations of the rights of way that affect location of facilities in the rights of way; and/or

(e) The degree of compliance of the provider with the terms and conditions of its certificate of registration, Chapter 95, and other applicable ordinances and regulations; and/or

(f) The degree of disruption to surrounding communities and businesses that will result from the use of that part of the rights of way; and/or

(g) The condition and age of the rights of way, and whether and when it is scheduled for total or partial re-construction; and/or

(h) The balancing of the costs of disruption to the public and damage to the rights of way, against the benefits to that part of the public served by the expansion into additional parts of the rights of way; and/or

(i) Whether such applicant or its agent has failed within the past three years to comply, or is presently not in full compliance with, the requirements of Chapter 95 or, if applicable, any other law.

(2) Under no circumstances will open cutting take place on a newly constructed street within 24 months after construction completion or a newly reconstructed street within 24 months of reconstruction completion, except where:

(a) An emergency situation requires that an open cut is necessary; and/or

(b) Vital services to resident(s) or business(es) are needed or have been cut off and there is no reasonable alternative (such as jacking or boring) in supplying or restoring such services; and/or

(c) The Village Engineer determines it is in the best interests of the Village that such an open cut take place.

(C) Discretionary issuance of permit.

(1) Notwithstanding the provisions of § 95.16(A)(1) and § 95.16(A)(2), the Village Engineer may issue a permit in any case where the permit is necessary;

(a) To prevent substantial economic hardship to a customer of the permit applicant, if established by credible evidence satisfactory to the Village; or

(b) To allow such customer to materially improve its service; or

(c) To allow a new economic development project to be granted a permit under this section.

(2) To be granted a permit under this section, the permit applicant must not have had knowledge of the hardship, the plans for improvement of service, or the development project when it was required to submit its list of next year projects.

(D) Work done without a permit in emergency situations.

(1) Each provider shall, as soon as is practicable, immediately notify the Village Fiscal Officer of any event regarding its facilities which it considers to be an emergency. The provider may proceed to take whatever actions are necessary in order to respond to the emergency. Within five business days, unless otherwise extended by the Village Engineer, after the occurrence or discovery of the emergency (whichever is later), the provider shall apply for the necessary permits, pay the fees associated therewith and fulfill the rest of the requirements necessary to bring itself into compliance with Chapter 95 for any and all actions taken in response to the emergency. In the event that the Village becomes aware of an emergency regarding a provider's facilities, the Village shall use best efforts to contact the provider or the system representative of each provider affected, or potentially affected, by the emergency. In any event, the Village may take whatever action it deems necessary in order to respond to the emergency, the cost of which shall be borne by the provider whose facilities caused the emergency.

(2) Except in the case of an emergency, any provider who constructs in, on, above, within, over, below or through a rights of way without a valid permit must subsequently obtain a permit, pay double the normal fee for said permit, pay double all the other fees required by the code, deposit with the Village the fees necessary to correct any damage to the rights of way and comply with all of the requirements of Chapter 95.

(E) Revocation of permits.

(1) Permittees hold permits issued pursuant to the code as a privilege and not as a right. The Village reserves its right, as provided herein, to revoke any permit, without refunding any fees, in the event of a substantial breach of the terms and conditions of any law, or any provision or condition of the permit. A substantial breach by permittee shall include, but shall not be limited to, the following:

- (a) The violation of any provision or condition of the permit; or
- (b) An evasion or attempt to evade any provision or condition of the permit, or the perpetration or attempt to perpetrate any fraud or deceit upon the Village or its citizens; or
- (c) Any material misrepresentation of fact in the application for a permit; or
- (d) The failure to maintain the required construction or removal bonds and/or insurance; or

(e) The failure to obtain and/or maintain, when required, a certificate of registration; or

(f) The failure to complete the construction in a timely manner; or

(g) The failure to correct a condition of an order issued pursuant to § 95.14(0)(3).

(2) If the Village Engineer determines that the permittee has committed a substantial breach of a term or condition of any law or any condition of the permit, the Village Engineer shall serve a written demand upon the permittee to remedy such violation. The demand shall state that continued violations may be cause for revocation of the permit. Upon a substantial breach, as stated above, the Village Engineer may place additional or revised conditions on the permit.

(3) By the close of the second business day following receipt of notification of the breach, permittee shall contact the Village Engineer with a plan, acceptable to the Village Engineer, for its correction. Permittee's failure to so contact the Village Engineer, or the permittee's failure to submit an acceptable plan, or permittee's failure to reasonably implement the approved plan, shall be cause for immediate revocation of the permit.

(4) If a permittee commits a second substantial default as outlined above, permittee's permit will automatically be revoked and the permittee will not be allowed further permits for up to and including one full year, except for emergency repairs.

(5) If a permit is revoked, the permittee shall also reimburse the Village for the Village's reasonable costs, including restoration costs and the costs of collection and reasonable attorneys' fees incurred in connection with such revocation.

(Ord. 0-2204-09, passed 10-19-09)

#### § 95.17 CONSTRUCTION AND REMOVAL BONDS.

(A) Construction bond. Prior to the commencement of any construction, a construction permittee, excluding the City of Columbus and the County, shall deposit with the Village an irrevocable, unconditional letter of credit and/or surety bond in an amount determined by the Mayor to be appropriate based upon fair and reasonable criteria. Unless a construction default, problem or deficiency involves an emergency or endangers the safety of the general public, the Village shall serve written notice to the construction permittee detailing the construction default, problem or deficiency. If the Village determines that correction or repair of the construction default, problem or deficiency has not occurred or has not been substantially initiated within ten calendar days after the date following service and notification and detailing the construction default, problem or deficiency, then the Village may attach the letter of credit or surety bond. Upon attachment, written notice shall be served on the construction permittee by the Village.

(B) Removal bond. Upon issuance of a certificate of registration and continuously thereafter, and until 120 days after a provider's facilities have been removed from the rights of way, (unless the Village notifies the provider that a reasonably longer period shall apply), a provider shall deposit with the Village and maintain an irrevocable, unconditional letter of credit or surety bond in an amount equal to or greater than \$100,000, the Village shall make all reasonable efforts to allow provider a period of five calendar days after serving notification in writing to correct or repair any default, problem or deficiency prior to the Village attachment of the letter of credit or surety bond regarding the removal of facilities. Upon attachment, written notice shall be provided to the provider by the Village.

(C) Blanket bond. In lieu of the construction bond required by § 95.17(A) and the removal bond required by § 95.17(B), provider may deposit with the Village an irrevocable, unconditional letter of credit and/or surety bond in the amount of \$5,000,000. Unless a construction default, problem or deficiency involves an emergency or endangers the safety of the general public, the Village shall make all reasonable effort to allow permittee a period of five calendar days after sending notification in writing to correct or repair any default, problem or deficiency prior to Village's attachment of the letter of credit or surety bond.

(D) Self bonding. In lieu of the construction bond required by § 95.17(A), the removal bond required by § 95.17(B) and the blanket bond required by § 95.17(C), those providers maintaining a book value in excess of \$50,000,000 may submit a statement to the Village requesting to self-bond. If approval to self-bond is granted, a provider shall assure the Village that such self-bonding shall provide the Village with no less protection and security than would have been afforded to the Village by a third party surety providing provider with the types and amounts of bonds detailed in the above named sections. This statement shall include:

- (1) Audited financial statements for the previous year; and
- (2) A description of the applicant's self-bonding program.
- (3) Other applicable and pertinent information as reasonably requested by the Village.

(E) Purposes. The bonds required by this section, and any self bonding to the extent it has been permitted, shall serve as security for:

(1) The faithful performance by the permittee or provider of all terms, conditions and obligations of Chapter 95; and

(2) Any expenditure, damage, or loss incurred by the Village occasioned by the permittee or provider's violation of Chapter 95 or its failure to comply with all rules, regulations, orders, permits and other directives of the Village issued pursuant to Chapter 95; and

(3) The payment of all compensation due to the Village, including permit fees; and

(4) The payment of premiums (if any) for the liability insurance required pursuant to Chapter 95; and

(5) The removal of facilities from the rights of way pursuant to Chapter 95; and

(6) The payment to the Village of any amounts for which the permittee or provider is liable that are not paid by its insurance or other surety; and

(7) The payment of any other amounts which become due to the Village pursuant to Chapter 95 or the law.

(F) Form. The bond documents required by this section and any replacement bond documents shall contain the following endorsement: "it is hereby understood and agreed that this bond may not be canceled or not renewed by the surety nor the intention to cancel or not to renew be stated by the surety until 90 days after completion of construction of the facilities and, notwithstanding the foregoing, shall in no case be canceled or not renewed by the surety until at least 90 days' written notice to Village of surety's intention to cancel or not renew this bond.

(Ord. 0-2204-09, passed 10-19-09)

#### § 95.18 INDEMNIFICATION AND LIABILITY.

(A) Village does not accept liability. By reason of the acceptance of an application, the grant of a permit or the issuance of a certificate of registration, the Village does not assume any liability:

- (1) For injuries to persons, damage to property, or loss of service claims; or
- (2) For claims or penalties of any sort resulting from the installation, presence, maintenance or operation of facilities.



(B) Indemnification.

(1) (a) By applying for and being issued a certificate of registration with the Village a provider is required, or by accepting a permit a permittee is required to defend, indemnify, and hold harmless the Village's agents, elected officials, officers, employees, volunteers and subcontractors from all costs, liabilities, claims, and suits for damages of any kind arising out of the construction, presence, installation, maintenance, repair or operation of its facilities, or out of any activity undertaken in or near a rights of way, whether any act or omission complained of is authorized, allowed, or prohibited by a permit. Such requirement to defend, indemnify and hold harmless shall not extend to the negligence of the Village or its agents, elected officials, officers, employees, volunteers and subcontractors, to the extent that the existence of such negligence shall be proven to exist. A provider or permittee shall not bring, nor cause to be brought, any action, suit or other proceeding claiming damages, or seeking any other relief against the Village's agents, elected officials, officers, employees, volunteers, and subcontractors for any claim nor for any award arising out of the presence, installation, maintenance or operation of its facilities, or any activity undertaken in or near a rights of way, whether the act or omission complained of is authorized, allowed or prohibited by a permit. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the provider, permittee or to the Village; and the provider or permittee, in defending any action on behalf of the Village, shall be entitled to assert in any action every defense or immunity that the Village could assert in its own behalf. Any and all exercise of the above shall be consistent with, but not limited to, the following:

(b) To the fullest extent permitted by law, all providers and permittees shall, at their sole cost and expense, fully indemnify, defend and hold harmless the Village, its elected officials, agents, officers, employees, volunteers and subcontractors from and against any and all lawsuits, claims (including without limitation worker's compensation claims against the Village or others), causes of actions, actions, liability, and judgments for injury or damages (including, but not limited to, expenses for reasonable legal fees, costs and expenses assumed by the Village in connection therewith); and

1. Persons or property, in any way arising out of or through the acts or omissions of provider or permittee, its subcontractors, agents or employees attributable to the occupation by the provider or permittee of the rights of way, to which provider's or permittee's negligence shall in any way contribute, and regardless of whether the Village's negligence or the negligence of any other party shall have contributed to such claim, cause of action, judgment, injury or damage; and

2. Arising out of any claim for invasion of the right of privacy, for defamation of person, firm or corporation, or the violation or infringement of any copyright, trademark, trade name, service mark or patent or any other right of any person, firm and corporation by the provider, but excluding claims arising out of or related to the Village's actions; and

3. Arising out of provider or permittee's failure to comply with the provisions of law applicable to provider or permittee in its business hereunder.

(2) The foregoing indemnification is conditioned upon the Village:

(a) Giving provider or permittee prompt notice of any claim or the commencement of any action, suit or proceeding for which indemnification is sought; and

(b) Affording the provider or permittee the opportunity to jointly participate in any compromise, settlement, or other resolution or disposition of any claim or proceeding subject to indemnification; and

(c) Cooperate in the defense of such claim and making available to the provider or permittee all pertinent information under the Village's control.

(3) The Village shall have the right to employ separate counsel in any such action or proceeding and to participate in the investigation and defense thereof, and the provider or permittee shall pay all reasonable fees and expenses of such separate counsel if employed.  
(Ord. 0-2204-09, passed 10-19-09)

#### § 95.19 GENERAL PROVISIONS.

(A) Reservation of regulatory and police powers. The Village, by the granting of a permit or by issuing a certificate of registration pursuant to Chapter 95, does not surrender or to any extent lose, waive, impair, or lessen the lawful powers and rights, which it has now or may be hereafter vested in the Village under the constitution and laws of the United States, State of Ohio or the Village of Marble Cliff to regulate the use of the rights of way. The permittee by its acceptance of a permit, or provider by applying for and being issued a certificate of registration, is deemed to acknowledge that all lawful powers and rights, regulatory power, or police power, or otherwise as now are or the same as may be from time to time vested in or reserved to the Village, shall be in full force and effect and subject to the exercise thereof by the Village at any time. A permittee or provider is deemed to acknowledge that its rights are subject to the regulatory and police powers of the Village to adopt and enforce general ordinances necessary to the safety and welfare of the public and is deemed to agree to comply with all applicable general laws and ordinances enacted by the Village pursuant to such powers.

(B) Method of service. Any notice or order of the Village Fiscal Officer, Mayor or Village Council shall be deemed to be properly served if a copy thereof is:

(1) Delivered personally; or

(2) Successfully transmitted via facsimile transmission to the last known fax number of the person to be served; or

(3) Left at the usual place of business of the person to whom it is to be served upon and with someone who is 18 years of age or older; or

(4) Sent by certified, preposted U.S. mail to the last known address; or

(5) If the notice is attempted to be served by certified, preposted U.S. mail and then returned showing that the letter was not delivered, or the certified letter is not returned within 14 days after the date of mailing, then notice may be sent by regular, preposted, first-class U.S. mail; or

(6) If the notice is attempted to be served by regular, first class U.S. mail, postage prepaid, and the letter is then returned showing that the letter was not delivered, or is not returned within 14 days after the date of mailing, then notice shall be posted in a conspicuous place in or about the structure, building, premises or property affected by such notice.

(C) Applies to all providers. Chapter 95 shall apply to all providers and all permittees unless expressly exempted.

(D) Foreclosure and receivership.

(1) Upon the filing of any voluntary or involuntary petition under the bankruptcy code by or against any provider and/or permittee, or any action for foreclosure or other judicial sale of the provider and/or permittee facilities located within the rights of way, the provider and/or permittee shall so notify the Mayor within 14 calendar days thereof and the provider and/or permittee's certificate of registration or permit (as applicable) shall be deemed void and of no further force and effect.

(2) The Village shall have the right to revoke, pursuant to the provisions of the code, any certificate of registration or permit granted pursuant to Chapter 95, subject to any applicable provisions of law, including the bankruptcy code, 120 days after the appointment of a receiver or trustee to take over and conduct the business of the provider and/or permittee, whether in receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said 120 days or unless:

(a) Within 120 days after election or appointment, such receiver or trustee shall have fully complied with all the provisions of the relevant certificate of registration, any outstanding permit, Chapter 95, and remedied all defaults thereunder; and

(b) Said receiver or trustee, within said 120 days, shall have executed an agreement, duly approved by a court having jurisdiction over the facilities, whereby such receiver or trustee assumes and agrees to be bound by each and every provision of the relevant certificate of registration, permit and Chapter 95.

(E) Choice of law and forum. This Chapter 95 and the terms and conditions of any certificate of registration or permit shall be construed and enforced in accordance with the substantive laws of the Village, State of Ohio and United States, in that order. As a condition of the grant of any permit or issuance of any certificate of registration, unless otherwise required by law, all disputes shall be resolved in a court of competent jurisdiction in Franklin County, Ohio.

(F) Force majeure. In the event any person's performance of any of the terms, conditions or obligations required by Chapter 95 is prevented by a cause or event not within such person's control, such inability to perform shall be deemed excused and no penalties or sanctions shall be imposed as a result thereof. For the purpose of this section, causes or events not within the control of a provider shall include, without limitation, acts of God, strikes, sabotage, riots or civil disturbances, failure or loss of, explosions, acts of public enemies, and natural disasters such as floods, earthquakes, landslides, and fires.

(G) No warranty. The Village makes no representation or warranty regarding its right to authorize the construction of facilities on any particular rights of way. The burden and responsibility for making such determination shall be upon the person installing facilities in the rights of way.

(H) Continuing obligation and holdover. In the event a provider or permittee continues to operate all or any part of the facilities after the termination, lapse, or revocation of a certificate of registration, such provider or permittee shall continue to comply with all applicable provisions of this chapter and other laws throughout the period of such continued operation, provided that any such continued operation shall in no way be construed as a renewal or other extension of the certificate of registration, nor as a limitation on the remedies, if any, available to the Village as a result of such continued

operation after the term, including, but not limited to, damages and restitution. Any conflict between the issuance of a certificate of registration or of a permit and any other present or future lawful exercise of the Village's regulatory or police powers shall be resolved in favor of the latter.

(I) Appeals. All appeals provided for by this chapter and any notification to the Village required by this chapter shall be in writing and sent via certified U.S. mail to the Mayor or Village Engineer as specified in this Chapter 95.

(J) Village facilities. As part of Village required standards wherever rights of way are under construction, if deemed advisable and practicable by the Village Engineer, the Village may install all such facilities deemed necessary to accommodate future provider needs. Any such installed facilities shall be Village property and may be conveyed to any person under such terms and conditions as are deemed advisable by the Village Council.

(K) Section headings. Section headings are for convenience only and shall not be used to interpret any portion of this chapter.

(Ord. 0-2204-09, passed 10-19-09)

#### § 95.99 PENALTIES.

In addition to any other penalties set forth in this chapter, and the remedy of specific performance which may be enforced in a court of competent jurisdiction the following penalties shall apply: any person violating the provisions of this chapter shall be guilty of a misdemeanor for the fourth degree. Each day such violation continued shall be deemed a separate offense.

(Ord. 0-2204-09, passed 10-19-09)

**VOUCHERS FOR THE REGULAR COUNCIL MEETING, June 22, 2020**

DEPARTMENT	VENDOR	DESCRIPTION	COST
Administration	Woodhull	Copier Maintenance Contract June-Aug. & Copies March-May	110.47
All	Jefferson Health Plan	Health Insurance Premium	23,648.63
All	Village Payroll Account	Soc Sec \$1753.92, Medi \$1252.90, Gross \$86,408.24 for Payroll Ending 6-13-2020	89,415.06
Building	Aileen Beatty	Building Department Assistant for Period Ending 6/13/2020	1,460.00
Building	William Fiedler	Plan Reviews & Building Inspections May 2020	575.00
Building	Woodhull	Copier Maintenance Contract June-Aug. & Copies March-May	535.33
Fire	Mobilcomm	Service Agreement June-August 2020	45.00
Fire	Ohio Fire Chiefs' Association	2020 Membership Dues	125.00
Fire	Spectrum	Cable Service Monthly Charges	24.79
Fire	Tire Discounters	Alignment/Installation of 4 Tires for FD Pick-Up	806.96
Fire	Staples	Desk & Speakers (Paid for by Grant)	895.98
Legislative	ICRC	1st Quarter Franchise Fees	3,593.66
Miscellaneous	Capital Electric	Repairs to Traffic Signals	362.60
Miscellaneous	Duke Energy	Gas & Electric Monthly Charges	167.48
Municipal	Bramble Mower	Moto Mix for Municipal Blower & Weed Eater	127.96
Municipal	CBTS	Monthly Phone System Maintenance & Long Distance Charges	126.58
Municipal	Cincinnati Bell	Elevator Alarm Line & Phone Service Monthly Charges	723.32
Municipal	Jani-King of Cincinnati	Partial Contract Increase for June - Bell Tower Restrooms	50.00
Paramedics	Bethesda North Apothecary	Drugs for Paramedic Services	271.34
Paramedics	Bound Tree	EMS Supplies	628.74
Police	Coast to Coast Solutions	Childrens Tattoos for Halloween	73.20
Pool	Cincinnati Bell	Monthly Phone and Internet Charges	187.26
Pool	Hyde Park Lumber	Supplies for Pool Picnic Tables	55.48
Pool	Miami Products & Chemical Co.	Chlorine & Chemicals for the Pool	1,748.65
Pool	Organically Inclined	Fertilization of Pool Area	75.00
Service	B&B Saw and Tool LLC	Sharpen Blades for Wood Chipper	150.00
Service	Baxla Tractor	Parts for Kubota	389.96
Service	Grass Cor	Mowing Contract June 2020	5,865.03
Service	Rumpke	Dumpster Exchange	454.67
Service	Spectrum	Cable Service Monthly Charges	84.99
Service	Stigler Supply	Spray Disinfectant	49.30
Service	Bethesda Healthcare, Inc.	Pre-Employment Medical Exam	118.00
Service	Organically Inclined	Fertilization of Common Areas	1,650.00
Tax	Income Tax Refunds	Overpayment of Taxes	4,329.92
Tax	Woodhull	Copier Maintenance Contract June-Aug. & Copies March-May	201.00
Tennis	David Russell	Tennis Pro Services for Periods Ending 5/16/2020, 5/30/2020, & 6/13/2020	1,900.35
<b>TOTAL</b>			<b>141,026.71</b>

**VILLAGE OF MARIEMONT**  
**BIWEEKLY PAYROLL ENDING JUNE 13, 2020**

**Police Department**

Richard D. Hines, Regular	4055.52	Rick Hines, Overtime	608.33
Paul Rennie, Vaation	157.27	Adam Geraci, Overtime	117.95
Adam Geraci, Regular	3145.42	Nick Pittsley, Regular	3316.54
Steve Watt, Regular	3145.42	Pat Harrison, Regular	2567.68
Paul Rennie, Regular	2988.15	Derek Bischoff, Regular	2380.00
Derek Bischoff, Vacation	420.00	Derek Bischoff, Overtime	315.00
Tom Ostendarp, Regular	3264.99	Tom Ostendarp, Vacation	313.08
Steve Watt, Overtime	560.28	Dan Lyons, Vacation	471.81
Dan Lyons, Overtime	1209.02	Pat Harrison, Sick	453.12
Matt Kurtz, Regular	3145.42	Nick Pittsley, Overtime	279.83
Dan Lyons, Regular	2673.60	Margie Maupin, Regular	1725.41
Margie Maupin, Comp	47.27	Blake Wallace, Overtime	351.00
Fred Romano, PT, Regular	952.07	Fred Romano, Overtime	160.33
Ron Wallace, PT, Regular	790.00	Ron Wallace, Overtime	251.86
Blake Wallace, PT, Regular	432.00	<b>Department Total</b>	<b>40298.38</b>

**Paramedics/Fire**

Jim Henderson, Supervisor Pay	505.20	Hunter Morgan, PT, Regular	433.20
Richard Cathcart, PT, Regular	1224.00	Evan Dunkelman, PT, Regular	774.00
Robert Mercer, PT, Regular	828.00	Keary Henkener, Supervisor Pay	648.00
Mike Washington, Jr., PT, Regular	1278.00	Joe Lowry, PT, Regular	216.00
Nick Flick, Supervisor Pay	968.30	Tim Peaker, PT, Regular	866.40
Keary Henkener, PT, Regular	648.00	Josh Watren, Supervisor Pay	1010.40
Derek Hunt, PT, Regular	216.60	Bryan Schmidlapp, PT, Regular	648.00
Nick Guilkey, PT, Regular	1064.95	Joey Homan, PT, Regular	836.16
Dan Copeland, Supervisor Pay	2273.40	Mike Washington, Supervisor Pay	757.80
Chris Ramsey, Supervisor Pay	1058.40	Joshua Hanauer, PT, Regular	198.00
Acting Assistant Chief Feichtner, Regular	3499.61	Curtis Ryan, PT, Regular	1078.49
Rick Hines, Regular	647.67	Ray Scott, PT, Regular	216.00
Ben Kutcher, PT, Regular	344.00	Mark Hardin, PT, Regular	681.63
David Huckleby, PT, Regular	656.51	Curtis Ryan, PT, Regular	631.12
Matt Clark, PT, Regular	859.50	Brandon Manor, Supervisor Pay	1010.40
Jason Williams, PT, Regular	397.10	Jeremy Burns, PT, Regular	844.87
Mike Carey, PT, Regular	884.45	Craig Coburn, PT Regular	433.20
Brian Gross, PT, Regular	216.00	<b>Department Total</b>	<b>28288.67</b>

**Maintenance Department**

John M. Scherpenberg, Regular	3124.02	John Scherpenberg, Personal	624.81
Ben James, Regular	2230.63	Kevin Schmid, Regular	2007.57
Jeremy Swadder, Regular	1680.00	Kevin Schmid, Sick	223.06
Mike Evanchyk, Regular	1661.44	<b>Department Total</b>	<b>10926.72</b>

**Administrative**

Joanee B. Van Pelt, Regular	2701.94	Joanee Van Pelt, Council	125.00
Joanee Van Pelt, Special Council	125.00	Joanee Van Pelt, ARB	125.00
Joanee Van Pelt, ARB	125.00	Allison Uhrig, Regular	1576.93
		<b>Department Total</b>	<b>4778.87</b>

**Tax Department**

DeAnna Darrah, Regular	2115.38	<b>Department Total</b>	<b>2115.39</b>
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**GRAND TOTAL** **86408.24**

TO: Council, Village of Mariemont  
FROM: Public Works & Services Committee  
DATE: June 18, 2020  
SUBJECT: 2020 Street projects - Petoskey Ave drainage

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The Public Works & Service Committee met via Zoom on June 16, 2020 at 3:00 PM to discuss the timeline and costs of the Petoskey Ave drainage project. In attendance were the Committee Chairperson Kelly Rankin, Committee Member Rob Bartlett, Village Engineer Chris Ertel and Mayor Brown.

The topic of discussion was to review the timeline and affiliated costs provided by Mr. Ertel; noted here:

Costs by Calendar Year:

**2020:**

Village: \$0 OPWC grant: \$0 GCWW: \$194,023.30

Note: the work for GCWW will be done by our contractor (Nemann). The village will receive \$185K ahead of the project and invoice GCWW for the balance due upon receiving the final amount.

Village sunk costs: Design by Kleingers: \$22,400, Advertising for bids: \$1,446.20

**2021:**

Village: \$296,133.37 OPWC grant: \$98,711.13 GCWW: \$0

Note: Village will submit invoices to OPWC for the 25% reimbursement as they are received from Nemann.

Timeline:

**2020:**

First Reading of Awarding the Contract Legislation 6/22/2020

Duke Energy begins replacing the gas main 6/29/2020

Second/Third Reading/Passage on Emergency of Awarding the Contract Legislation by 7/27 Council meeting

Preconstruction Conference with Nemann late August

Notice to Proceed issued by the Village for Nemann 9/8/2020

Duke finishes gas main work 9/12/2020

Nemann finishes underground water main work and storm pipe work 11/22/2020

**2021:**

Nemann begins road removal 4/1/2021

Nemann finishes road work 7/1/2021

Village has until 12/31/2021 to complete grant paperwork with OPWC

\*All construction dates are weather permitting

Two points to note from the meeting:

- 1.) The road will be trenched on both sides From November until start date in 2021 (assumption is April) The gravel fill will be compacted and coated with crusher run gravel in order to control the spread of the gravel.
- 2.) The funds allocated for this project should remain earmarked in the 2020 and 2021 budget.

The Public Works Committee recommends we proceed with the project as outlined above.

Respectfully submitted,

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Kelly Rankin  
Chairman

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Rob Bartlett  
Vice Chair

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Avia Graves  
Member



**VILLAGE OF MARIEMONT, OHIO**

**RESOLUTION NO. 0-\_\_\_\_\_ -20**

**TO AUTHORIZE OHIO DEPARTMENT OF TRANSPORTATION TO  
PROCEED WITH VARIOUS TRAFFIC SIGNAL, SIGNING AND  
PAVEMENT MARKING UPGRADES ON US 50 (WOOSTER PIKE)  
LOCATED ON THE EASTERN CORRIDOR SECTION II/III PID NO.  
112171 COUNTY/ROUTE/SECTION : HAM EASTERN CORRIDOR  
VAR TSG; AND ENTER INTO CONTRACT**

**WHEREAS**, The following Resolution enacted by the Village of Mariemont, Hamilton County, Ohio hereinafter referred to as the Local Public Agency (LPA), in the matter of the stated described project.

**SECTION I. - Project Description**

**WHEREAS**, the LPA has identified the need for the described project:

Implement various traffic signal, signing and pavement marking upgrades in the Eastern Corridor, Segment II/III, are recommended in the 2019 Implementation Plan. To include the following area in the Village of Mariemont: HAM-US-50 straight line mile (SLM) 30.20 to 31.23.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF MARIEMONT, HAMILTON COUNTY, OHIO, TWO THIRDS OF THE MEMBERS ELECTED THERETO CONCURRING:**

**SECTION II. - Consent Statement**

Being in the best interest, the LPA gives consent to the Director of Transportation to complete the above described project.

**SECTION III. - Cooperation Statement**

The LPA shall cooperate with the Director of Transportation in the above described project.

The State shall assume and bear 100% of all of the costs of the improvement.

The LPA agrees to pay 100% of the cost of those features requested by the LPA which are determined by the State and Federal Highway Administration to be unnecessary for the Project.

**SECTION IV. - Utilities and Right-of-Way Statement**

The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-ways costs include eligible utility costs.

The Village of Mariemont agrees that all utility accommodation, relocation and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

#### **SECTION V. - Maintenance**

Upon completion of the Project, and unless otherwise agreed, the Village of Mariemont shall: (1) Provide adequate maintenance for the Project in accordance with all applicable State and Federal laws, including, but not limited to, Title 23, U.S.C., Section 116; (2) Provide ample financial provisions, as necessary, for the maintenance of said Project; (3) Maintain the right-of-way, keeping it free of obstructions; and (4) Hold said right-of-way inviolate for public highway purposes.

#### **SECTION VI. - Authority to Sign**

The Clerk of Council and the Mayor for the Village of Mariemont are hereby empowered on behalf of the Village of Mariemont to enter into contracts with the Director of Transportation necessary to complete the above described project.

Passed: July 13, 2020

\_\_\_\_\_  
William A. Brown, Mayor

ATTEST:

\_\_\_\_\_  
Anthony J. Borgerding, Clerk

I, Anthony J. Borgerding, Fiscal Officer of the Village of Mariemont, Ohio, do hereby certify that there is no newspaper printed in said municipality and that publication of the foregoing Ordinance was duly made by posting true copies thereof at five of the most public places in said corporation as determined by the Council, as follows: the Concourse, Miami Bluff and Flintpoint Way; the Tennis Court property, on the east side of Plainville Road between Maple and Chestnut Streets; the site of the Municipal Building. Wooster Pike and Crystal Springs Road; the northeast corner of the intersection of Rembold and Miami Road inside the enclosure; the northwest corner of the Old Town Center, intersection of Chestnut and Oak Streets; each for a period of fifteen days commencing on the 14<sup>th</sup> day of July 2020.

\_\_\_\_\_  
Anthony J. Borgerding, Fiscal Officer

**VILLAGE OF MARIEMONT, OHIO**

**RESOLUTION NO. 0-\_\_\_\_-20**

**RESOLUTION REGARDING CARES ACT GRANT; AND TO DECLARE EMERGENCY**

**WHEREAS**, the Coronavirus Aid, Relief, and Economic Security Act, 116 Public Law 136, (the CARES Act) was signed into law by the President of the United States on March 27, 2020; and

**WHEREAS**, the Ohio General Assembly established a process for distributing funds provided by the "Coronavirus Aid, Relief, and Economic Security Act" in Senate Bill 310 of the 133<sup>rd</sup> General Assembly (S.B. 310); and

**WHEREAS**, S.B. 310 requires subdivisions receiving funds under Section 1 of the act, to pass a resolution affirming that funds from the County Coronavirus Relief Distribution Fund may be expended only to cover costs of the subdivision consistent with the requirements of section 5001 of the CARES Act as described in 42 U.S.C. 601(d), and any applicable regulations before receiving said funds; and

**WHEREAS**, the Village of Mariemont, Hamilton County, Ohio is requesting its share of funds from the County Coronavirus Relief Distribution Fund.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF MARIEMONT, HAMILTON COUNTY, OHIO, TWO THIRDS OF THE MEMBERS ELECTED THERETO CONCURRING:**

**SECTION I.** NOW, THEREFORE, be it resolved by the Council of the Village of Mariemont that the Village of Mariemont affirms that all funds received from the County Coronavirus Relief Distribution Fund pursuant to S.B. 310 be expended only to cover costs of the subdivision consistent with the requirements of section 5001 of the CARES Act as described in 42 U.S.C. 601(d), and any applicable regulations and guidance only to cover expenses that:

- (1) Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
- (2) Were not accounted for in the Village of Mariemont's most recently approved budget as of March 27, 2020; and
- (3) Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

**SECTION II.** FURTHERMORE, in compliance with S.B. 310, be it resolved by the Village of Mariemont, Ohio that Anthony J. Borgerding, Village of Mariemont Fiscal Officer, take all necessary action to:

- (1) On or before October 15, 2020, pay any unencumbered balance of money in the Village of Mariemont's local coronavirus relief fund to the County Treasurer;
- (2) On or before December 28, 2020, pay the balance of any money in the Village of Mariemont's local coronavirus relief fund to the state treasury in the manner prescribed by the Director of the Ohio Office of Budget and Management; and
- (3) Provide any information related to any payments received under S.B. 310 to the Director of the Ohio Office of Budget and Management as requested.

**SECTION III.** That this Resolution is hereby declared to be an emergency for the immediate preservation of the public peace, health, and safety and should go into immediate effect upon passage. The reason for this emergency is due to the fact that the Village needs to apply for the funding through the Office of the Management's Portal as soon as possible in order to receive consideration for the grant.

Passed: June 22, 2020

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William Brown, Mayor

ATTEST:

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Anthony J. Borgerding, Fiscal Officer

I, Anthony J. Borgerding, Fiscal Officer of the Village of Mariemont, Ohio, do hereby certify that there is no newspaper printed in said municipality and that publication of the foregoing Ordinance was duly made by posting true copies thereof at five of the most public places in said corporation as determined by the Council, as follows: the Concourse, Miami Bluff and Flintpoint Way; the Tennis Court property, on the east side of Plainville Road between Maple and Chestnut Streets; the site of the Municipal Building. Wooster Pike and Crystal Springs Road; the northeast corner of the intersection of Rembold and Miami Road inside the enclosure; the northwest corner of the Old Town Center, intersection of Chestnut and Oak Streets; each for a period of fifteen days commencing on the 23<sup>rd</sup> day of June 2020.

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Anthony J. Borgerding, Fiscal Officer

VILLAGE OF MARIEMONT, OHIO

ORDINANCE NO. 0-\_\_\_\_-20

ORDINANCE AMENDING SECTION 32.13 OF THE MARIEMONT CODE OF  
ORDINANCES, RULES OF COUNCIL, SECTION (A) RULE 1.

WHEREAS, Council for the Village of Mariemont believes that it is in the best interest of the Village to amend §32.13 of the Mariemont Code of Ordinances, Rules of Council, (A) Rule 1, regarding Council meeting times.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE  
VILLAGE OF MARIEMONT, STATE OF OHIO, TWO THIRDS OF THE  
MEMBERS DULY ELECTED THERETO CONCURRING:

SECTION I. That Code §32.13, (A) Rule 1, currently reads as follows:

- (A) *Rule 1.* Regular meetings of the Council shall be held in the Council chambers on the evenings of the second and fourth Mondays of each month, commencing at 7:00 p.m. However, during the months of June, July, and August, the meetings will be held once per month. June, the meeting will be held the second Monday of the month; July, the meeting will be held on the third Monday of the month; August, the meeting will be held on the fourth Monday of the month.

SECTION II. That new Code §32.13, (A) Rule 1, shall now reads as follows:

- (A) *Rule 1.* Regular meetings of Council shall be held in the Council chambers on the evenings of the second and fourth week of each month, commencing at 6:30 p.m.

SECTION III. In all other respects, §32.13 of the Mariemont Code of Ordinances shall remain unchanged and in full force and effect.

SECTION IV. This Ordinance shall go into effect at the earliest date allowed by law.

Passed: July 13, 2020

\_\_\_\_\_  
William Brown, Mayor

ATTEST:

\_\_\_\_\_  
Anthony J. Borgerding, Fiscal Officer

I, Anthony J. Borgerding, Fiscal Officer of Council of the Village of Mariemont, Ohio, do hereby certify that there is no newspaper printed in said municipality and that publication of the foregoing Ordinance was duly made by posting true copies thereof at five of the most public places in said corporation as determined by the Council, as follows: the Concourse, Miami Bluff and Flintpoint Way; the Tennis Court property, on the east side of Plainville Road between Maple and Chestnut Streets; the site of the Municipal Building. Wooster Pike and Crystal Springs Road; the northeast corner of the intersection of Rembold and Miami Road inside the enclosure; the northwest corner of the Old Town Center, intersection of Chestnut and Oak Streets; each for a period of fifteen days commencing on the 14<sup>th</sup> day of July 2020.

\_\_\_\_\_  
Anthony J. Borgerding, Fiscal Officer

VILLAGE OF MARIEMONT, OHIO

ORDINANCE NO. 0-\_\_\_\_-20

TO ACCEPT BID OF FRED A. NEMANN COMPANY FOR THE PETOSKEY AVENUE RECONSTRUCTION PROJECT; TO AUTHORIZE CONTRACT AND TO DECLARE EMERGENCY

WHEREAS, the Village of Mariemont has advertised for bids for the Petoskey Avenue Reconstruction per bid specifications; and

WHEREAS, FRED A. NEMANN COMPANY has submitted a bid for the work; and

WHEREAS, the bid of FRED A. NEMANN COMPANY was determined to be the lowest and best bid.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF MARIEMONT, STATE OF OHIO, TWO-THIRDS OF THE MEMBERS DULY ELECTED THERETO CONCURRING:

SECTION I. That the bid submitted by FRED A. NEMANN COMPANY for the Petoskey Avenue Reconstruction Project for the sum of Five Hundred Eighty-Eight Thousand Eight Hundred Sixty-Seven and 80/100 Dollars (\$588,867.80) is accepted.

SECTION II. That the Mayor and Clerk are hereby authorized to enter into a written contract, being Exhibit "A" attached hereto and incorporated herein in its entirety, with FRED A. NEMANN COMPANY for the Petoskey Avenue Reconstruction project as per bid specifications for the above-stated price of Five Hundred Eighty-Eight Thousand Eight Hundred Sixty-Seven and 80/100 Dollars (\$588,867.80).

SECTION III. That the Clerk be and is hereby authorized to pay FRED A. NEMANN COMPANY the sum of Five Hundred Eighty-Eight Thousand Eight Hundred Sixty-Seven and 80/100 Dollars (\$588,867.80) from the Permanent Improvement Fund and to charge the same to Account No. 403.703.52409.

SECTION IV. That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health and safety and shall go into effect immediately. The reason for the emergency is the necessity of completing the project during favorable weather.

Passed: June 22, 2020.

\_\_\_\_\_  
Bill Brown, Mayor

ATTEST:

\_\_\_\_\_  
Anthony Borgerding, Fiscal Officer

I, Anthony Borgerding, Fiscal Officer of Council of the Village of Mariemont, Ohio, do hereby certify that there is no newspaper printed in said municipality and that publication of the foregoing Ordinance was duly made by posting true copies thereof at five of the most public places in said corporation as determined by the Council, as follows: the Concourse, Miami Bluff and Flintpoint Way;

the Tennis Court property, on the east side of Plainville Road between Maple and Chestnut Streets; the site of the Municipal Building. Wooster Pike and Crystal Springs Road; the northeast corner of the intersection of Rembold and Miami Road inside the enclosure; the northwest corner of the Old Town Center, intersection of Chestnut and Oak Streets; each for a period of fifteen days commencing on the 23<sup>rd</sup> day of June 2020.

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Anthony Borgerding, Fiscal Officer