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Council of the Village of Mariemont, Ohio  
August 8, 2022  
Agenda

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Minutes
  - a. Council Meeting July 25, 2022 and Tax Budget Hearing July 25, 2022
5. Communications: (Council has copies except those marked \*\*. These are in the Village Office for Perusal)

- \*From Police Chief Hines: July 2022 Monthly Report
- \*From Assistant Fire Chief Copeland: July 2022 Monthly Report
- \*From Tax Administrator Barlow: July 2022 Monthly Report
- \*From Building Official Holloway: July 2022 Monthly Report
- \*From Esther Osman: Picture/Request Re: Area in Front of Rooster’s (Mayor Brown will contact the Tree Board for planting recommendation)
- \*From Douglas Gruver, Letter Dated June 28, 2022 re: Consent Legislation Snow and Ice (1<sup>st</sup> Reading of Legislation will be Presented)

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6. **Permission to Address Council (If addressing Council with prepared notes/speech please leave a copy with Mrs. Van Pelt for accurate minutes)**

7. Motion to Pay the Bills:

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

Rules and Law: (Susan Brownknight– Chair; Marcy Lewis – Vice-Chair; Kelly Rankin – Member)

- ~~⚡~~ Review Signage Legislation (Per Building Department) (1-11-21)(4-11-22)
- ~~⚡~~ Assist Update to Employee Policy Handbook (4-12-21) (3-14-21)
- ~~⚡~~ Hot Tub Regulations (6-13-22)
- ~~⚡~~ Bench Naming Request (7-25-22)

Health and Recreation: (Randy York – Chair; Leah Geldbaugh – Vice-Chair; Susan Brownknight – Member)

- ~~⚡~~ Dale Park Hillside (3-25-19)
- ~~⚡~~ Village Wide Benches (6-13-22)

Finance: (Rob Bartlett - Chair; Marcy Lewis – Vice-Chair; Kelly Rankin – Member)

✚ *Liability Insurance Renewal (5-23-22)*

Finance Sub-Committee: (Rob Bartlett, Kelly Rankin, Randy York)

- ✚ Assessing Need for Operations Manager/Administrator (1-11-21) (2-8-21) (4-26-21) (8-9-21) (10-11-21) (1-24-22) **\*\*Target Date June 2022\*\***

Safety: (Leah Geldbaugh– Chair; Rob Bartlett – Vice-Chair; Randy York – Member)

- ✚ Establish Process to Address Traffic and Speed Concerns: (7-13-20)
- ✚ Work with Pool Commission to Address Miscellaneous Tasks Not Covered by the Pool Management Company (12-20-21) (\*Moved From Health and Recreation 7-11-22)

Planning and Zoning & Economic Development: (Marcy Lewis - Chair; Leah Geldbaugh – Vice-Chair; Susan Brownknight – Member)

- ✚ Explore Financial Incentives for Local Businesses (12-21-20) (10-11-21)
- ✚ MPF Demolition and New Construction Ordinance **\*\*Target Date March 2022 (7-25-22)**
- ✚ Paver/Patio Installation Regulations (4-11-22 – Moved From Rules & Law)
- ✚ Zoning Code Clean-Up (7-11-22)

Planning and Zoning & Economic Development Sub-Committee: (Marcy Lewis, Kelly Rankin, Randy York)

- ✚ Agreement with Ken Geis to Work on Economic Development (10-11-21) (11-8-21)

Public Works and Service: ( Kelly Rankin – Chair; Rob Bartlett – Vice-Chair; Randy York – Member)

- ✚ *Trash/Recycling Collection Contract/Renewal (1-24-22)(2-14-22)*
- ✚ Long-Term Plan Recommending Painting of the Lamp Poles (1-24-22) (4-26-21)
- ✚ Pedestrian Crosswalk at Library (6-13-22)

Committee of the Whole:

8. Miscellaneous:

- ✚ Safety Services Night Out will be August 16, 2022 at the Bell Tower from 6:00 p.m. to 9:00 p.m.
- ✚ Special Meeting of Council will meet Monday August 29, 2022 at 5:30 p.m. to discuss the Strategic Planning Session Report Summary
- ✚

9. Resolutions:

- ✚ “To Renew Current Contract for the Following Kinds of Insurance: Real and Personal Property, Comprehensive General Liability, Business Automobile, and Other Coverages; To Pay Premiums; and To Declare Emergency” *(Requires Three Readings)*
- ✚ “Resolution Authorizing Village to Enter Into Easement Agreement with Duke Energy and To Declare an Emergency” *(Requires Three Readings)*

10. Ordinances:

- ✚ “An Ordinance Authorizing Application and Contracting with the Ohio Public Works Commission” (First Reading)
- ✚ “Approval and Granting Consent to the Director of the Ohio Department of Transportation Authority to Apply, Maintain and Repair Standard Longitudinal Pavement Markings and Erect Regulatory and Warning Signs on State Highways Inside Village Corporate Limits, and Giving Consent of the Village for the Ohio Department of Transportation to Remove Snow and Ice and Use Snow and Ice Control Material on State Highways Inside the Village Corporate Limits, and Giving Consent of the Village for the Ohio Department of Transportation to Perform Maintenance and/or repair on State Highways Inside the Village Corporation” (First Reading)

11. Task List:

	<u>Person Accountable</u>	<u>Target Date</u> <u>Completion</u>
*****		
1. 2021 Financial Recap to Council with commentary/explanations	Mayor Brown	
2. Finish work on Murray Path/Submit invoices to ODNR for Reimbursement	Engineer Ertel	Oct. 2022
3. Boat House roof repair/potential grants for funding	Mayor Brown	Oct. 2022
4. Clean up Village (hydrants, benches, curbs etc.)	Mr. York	
5. Assessing parks, what needs to be fixed/potential grants	Mr. York	July 2022
6. SWIM POOL:		
a. List of activities identified by Pool Commission/Action	Ms. Geldbaugh	Ongoing
b. Fixing Leak	Mayor Brown	
c. 3-year master plan pool/facilities	Mr. York	Ongoing
7. Master Plan for improving office space in Municipal Building	Mayor Brown	
8. Improvements to Bell Tower baseball fields/batting cage	Mr. York	
9. Walking Path Whiskey Creek	Mrs. Rankin/Engineer Ertel	
10. Parking Lot Light Issue	Mayor Brown/Mrs. Brownknight	
11. Porsche Rallye	Mayor Brown	
12. Wooden Duke Energy Poles	Mayor Brown/Council	
13. Ohio Historic Building Preservation Tax Credit	Mrs. Brownknight	
14. Audit Committee Follow-Up	Mr. Bartlett/Fiscal Officer Ford	

**Village of Mariemont  
Council Meeting  
July 25, 2022**

Mayor Brown called the meeting to order at 6:30 p.m. with the Pledge of Allegiance. Present were Mr. Bartlett, Mrs. Brownknight, Ms. Geldbaugh, Mrs. Rankin, and Mr. York.

Mrs. Rankin moved, seconded by Mr. York to excuse the absence of Dr. Lewis. On roll call; five ayes, no nays.

Mrs. Rankin moved, seconded by Mr. Bartlett, to accept the minutes as written for the Council Meeting July 11, 2022 and the Special Meeting of Council July 11, 2022. On roll call: five ayes, no nays.

**Communications:**

- From Assistant Fiscal Officer Wendler: June Financial Reports
- From Engineer Ertel: Change Order for Additional Work on 2022 Street Rehabilitation Contract. It is the Mayor's opinion that Council proceed with the resurfacing of the overlook at the Concourse and use alternative methods for the curb repair. He spoke with Service Superintendent Scherpenberg regarding other options that are less costly such as crusher fill gravel which compacts tightly. The cost of the curb is \$8200 (initiated by a homeowner) versus a couple tons of crusher fill gravel would be approximately \$50.00. Fiscal Officer Ford said the ARPA monies, if a Resolution is adopted accepting the standard allowance for lost revenue, the Village can use the funds for any normal government expense – which could include this. Mrs. Rankin expressed concern about the Duke pylons. Once removed, it will damage whatever curbing is installed. Ms. Geldbaugh said the Parks Board is working on things that need to be done at the Concourse such as trimming back the Wisteria and replacement of the rotted wood trellis. Because those projects would not happen this year, it was agreed to go forward with the resurfacing. Mr. Bartlett moved, seconded by Mr. York to add to the scope of the work the resurfacing of the Concourse (\$8,552). On roll call; five ayes, no nays.

**Permission to Address Council:**

Ms. Karen Fallon, 6966 Murray Avenue, was granted permission to address Council. She distributed to members of Council a "Communications Diary" that she compiled of dates of communications regarding the wood poles along Murray Avenue left by Duke Energy along with a breakdown of the pole ID numbers (one pole is indicated as a communications pole and will not be coming down). This is a follow-up to her request presented at a Council meeting in June 2022. She had contact with John Schack with Duke Energy who explained to her the process. Duke Energy is waiting for Cincinnati Bell and Spectrum to remove their lines from the poles so they may be removed. She has not received communication back from Cincinnati Bell. She has asked, but not yet received the contact information for Spectrum. The main focus is to keep on this. While she is happy to help, she does not want to bear full ownership and asked that the Village be involved. She will email the spreadsheet so it can be updated as calls are made. It was agreed that the Mayor will follow-up with Engineer Ertel to get phone numbers for the contractors for Cincinnati Bell and Spectrum. Members of Council will tag-team making calls. It will go alphabetically starting with Mr. Bartlett making follow-up calls.

**Motion to Pay the Bills:**

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



### Committee Reports:

Mrs. Brownknight moved, seconded by Mr. Bartlett to accept the recommendation of the Planning, Zoning & Economic Planning Committee which met on May 2, 2022 to bring new Council members up to speed on MPF's Demolition Ordinance. Present at the meeting were Committee Chair, Marcy Lewis, Vice-Chair, Leah Geldbaugh, Member, Susan Brownknight and Mayor Bill Brown. Also in attendance were MPF Trustees Bob Van Stone and Mary Beth York. The meeting began with a brief history of the proposal and the importance of having this type of legislation in an important historic village such as Mariemont. Zoning Officer, Rod Holloway, though not present at the meeting, had submitted some suggestions to be incorporated into the ordinance. The Committee unanimously agreed to recommend that Chair Marcy Lewis, Zoning Officer Rod Holloway, and MPF Trustees Bob Van Stone and Mary Beth York would meet to make the appropriate changes, then bring the revised ordinance back to the P,Z, & ED Committee for final review. The P, Z, & ED committee reconvened on June 27, 2022 to review the revised ordinance. Present at the meeting were Committee Chair, Marcy Lewis, Vice Chair, Leah Geldbaugh, Member, Susan Brownknight, Mayor Bill Brown and Fiscal Officer Richard Ford. The Committee unanimously voted to accept the proposed changes for legal review. Zoning Officer Rod Holloway graciously offered to facilitate the process. When the process is complete, the Committee recommends the Solicitor prepare the necessary legislation.

Solicitor McTigue said he has been working with Building Official Rod Holloway on drafting the legislation. He suspects it will be ready for the next Council meeting. Council agreed that the legislation should first be reviewed at the Committee level and the recommended changes be put forth in a detailed report to be accepted by Council. On roll call; five ayes, no nays.

### Miscellaneous:

- Public Hearing Multi-Use Path Through Village will be Monday August 1, 2022 from 7:00 p.m. to 9:00 p.m. at the Mariemont Elementary School Cafeteria
- Special Meeting of Council will meet Monday August 29, 2022, at 5:30 p.m. to discuss the Strategic Planning Session Report Summary

Mayor Brown referred to the Rules & Law Committee the matter of a bench naming request.

### Resolutions:

“Adopting the Budget for 2023; and To Declare Emergency” had a first reading. Mrs. Rankin moved, seconded by Mr. Bartlett to suspend the rules to allow for the second and third readings. On roll call; five ayes, no nays. The Resolution has a second and third reading. Mr. York moved, seconded by Mrs. Rankin to adopt the Resolution. On roll call; five ayes, no nays. Mr. York moved, seconded by Mrs. Rankin to invoke the emergency clause. On roll call; five ayes, no nays. Resolution No. R-29-22 was adopted.

### Ordinances:

“To Amend Section 79, Schedule I of the Mariemont Code of Ordinances Regarding No Parking on West Street Between Thorndike and Madisonville Road” had a third reading. Mrs. Rankin moved, seconded by Mr. York to adopt the Ordinance. On roll call; five ayes, no nays. Ordinance No. O-19-22 was adopted.

“An Ordinance Authorizing Application and Contracting with the Ohio Public Works Commission” had a first reading.

With the change over between Fiscal Officer Borgerding and Fiscal Officer Ford, PNC requires the adopted Council minutes reflect Council's approval of signatory for the Village of Mariemont accounts. Mr. York moved, seconded by Mr. Bartlett to transfer authorization to sign accounts on behalf of the Village of Mariemont from Anthony J. Borgerding and Elissa Wendler to Richard D. Ford. On roll call; five ayes, no nays.

Chief Hines said Safety Services Night Out will be held on Tuesday August 16, 2022 from 6:00 p.m. to 9:00 at Dogwood Park. There will be free food and lots of activities including a K-9 presentation and the Air Care Helicopter.

Mr. Bartlett asked if Solicitor McTigue could prepare the resolution to free-up the ARPA funds. Fiscal Officer Ford said he would send a sample of the resolution to the Solicitor.

The meeting adjourned at 7:15 p.m.

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William A. Brown, Mayor

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Richard D. Ford, Fiscal Officer

**Village of Mariemont  
Tax Budget Hearing  
July 25, 2022**

Mayor Brown called the meeting to order at 5:30 p.m. Present were Mr. Bartlett, Mrs. Brownknight, Mrs. Rankin and Mr. York.

Fiscal Officer Borgerding said this is a meeting to adopt the budget for the revenue, not expenses. The expenses listed are to support the need for tax revenue. Inflation was factored into the numbers.

Fiscal Officer Ford said the purpose of the meeting is to justify the need for the taxes that we have to cover expenses that are estimated. He plugged in the estimated revenue based on what was received this past year. The County Auditor will certify the estimated taxes in September/October. We will update the certificate once we get the numbers from Hamilton County. At the end of the year, we will update the actual rollover amounts. The appropriations are estimations and we want those numbers to be higher than expected so special meetings do not have to be called. We will start work in September on fine-tuning the numbers for approval in December. He noted that some counties waive the hearings. The Tax Budget Commission can reduce taxes if justified that residents are being overtaxed, though carryover taxes are usually earmarked for projects or to have cash on hand.

In addition, adopting a tax budget does not require passing legislation. It just requires a motion to approve. It was agreed to use this format going forward starting next year, thereby avoiding passing emergency legislation. Also, most municipalities when posting the meeting notice state that the regular Council meeting will begin immediately after the conclusion of the Tax Budget Hearing.

The meeting adjourned at 5:40 p.m.

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William A. Brown, Mayor

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Richard D. Ford, Fiscal Officer

# MARIEMONT POLICE DEPARTMENT

## 2022 MONTHLY REPORT

July



Submitted by: *Chief Richard D. Hines*

**Mariemont Police Department  
July, 2022**

Crime	Reported		Closed		Arrests	
	July	2022	July	2022	July	2022
Homicide	0	0	0	0	0	0
Rape	0	0	0	0	0	0
Robbery	0	0	0	0	0	0
Felonious Assault	0	0	0	0	0	0
Burglary	0	2	0	1	0	0
Theft	1	25	0	6	0	0
Auto Theft	1	1	1	1	0	3
Other Assaults	0	0	0	0	1	0
Arson	0	0	0	0	2	0
Forgery	0	0	0	0	0	0
Bad Checks	0	0	0	0	0	0
Receive Stolen Property	0	2	0	0	0	0
Criminal Damaging	0	0	0	2	0	0
Weapons Violations	0	0	0	0	0	0
Sex Offenses	0	5	0	5	0	1
Drug Abuse	0	0	0	0	0	2
Domestic Violence	8	68	8	68	8	5
Liquor Laws	0	0	0	0	0	0
Disorderly Conduct	3	8	3	8	3	0
Telephone Harassment	1	3	1	3	1	0
Runaways	0	0	0	0	0	0
All Other Offenses	0	1	0	1	0	0
Mayor's Court Warrants	0	17	0	17	0	0
Arrests for Others					26	19
<b>Totals</b>	<b>14</b>	<b>132</b>	<b>13</b>	<b>112</b>	<b>45</b>	<b>321</b>
% Change		10%		8%		9%

Closure Rate

85%

# Mariemont Police Department July, 2022

<b>Drug Violation(s)</b>			
2-Jul	FW41 was arrested for possession of marijuana - Cited to Mayor's Court	Wooster Pike	18-22-062
3-Jul	FB17 was arrested for possession of marijuana - Cited to Juvenile Court	Wooster Pike	18-22-063
19-Jul	MB26 was arrested for possession of marijuana - Cited to Mayor's Court	Wooster Pike	18-22-064
27-Jul	FW54 was arrested for possession of meth - Transported to the justice center	Wooster Pike	18-22-065
27-Jul	FW54 was arrested for possession of drug paraphernalia - Transported to the justice center	Wooster Pike	18-22-066
27-Jul	FW54 was arrested for possession of a drug instrument - Transported to the justice center	Wooster Pike	18-22-067
30-Jul	MB60 was arrested for possession of cocaine and meth - Transported to the justice center	Crystal Springs	18-22-068
<b>Theft(s)</b>			
31-Jul	Person(s) unknown stole a bike rack - Value: \$300. - Case assigned for investigation	Indianview Ave.	06-22-025
<b>Auto Theft</b>			
27-Jul	MB26 was arrested for auto theft - Transported to the justice center	Wooster Pike	07-22-001
<b>Liquor Law Viol.</b>			
2-Jul	MW52 was arrested for an open container violation - Cited to Mayor's Court	Miami Rd.	22-22-006
2-Jul	MH20 was arrested for an open container violation - Cited to Mayor's Court	Wooster Pike	22-22-007
30-Jul	MW35 was arrested for an open container violation - Cited to Mayor's Court	East St.	22-22-008
<b>Operating a Vehicle Impaired (O.V.I.)</b>			
30-Jul	FB36 was arrested for O.V.I. - Test result: Refused - Charged to municipal court	Crystal Springs	21-22-009
<b>Disorderly Conduct</b>			
5-Jul	FB22 was arrested for disorderly conduct - Cited to Mayor's Court	Wooster Pike	24-22-002

# Mariemont Police Department July, 2022

## Value of Property Stolen & Recovered

	Stolen		Recovered		Recovered for Other Agencies	
	July	2022	July	2022	July	2022
Robbery	\$0	\$0	\$0	\$0	\$0	\$0
Burglary	\$0	\$0	\$0	\$0	\$0	\$0
Theft	\$300	\$79,008	\$0	\$800	\$0	\$0
Auto Theft	\$10,000	\$140,000	\$10,000	\$140,000	\$10,000	\$80,000
Totals	\$10,300	\$219,008	\$10,000	\$140,800	\$10,000	\$80,000

**Persons Arrested and Charged:**

MB26	Auto Theft
FW41	Drug Possession
FB17	Drug Possession
MB26	Drug Possession
FW54	Drug Possession x3
MW49	Drug Possession
MB60	O.V.I.
MH52	Open Container
MH20	Open Container
MW35	Open Container
FB22	Disorderly Conduct

**Mayor's Court Warrants Served: 24**

**Other Agency Warrants: 8**

**Marionmont Police Department  
July, 2022**

Traffic Enforcement	July	2022	2021	% Change
Total Citations	110	885	577	53%
Driving Under the Influence	1	9	6	50%
Speeding	8	97	93	4%
Assured Clear Distance	1	3	13	-77%
Reasonable Control	2	3	5	-40%
Reckless	0	2	0	#DIV/0!
Right of Way	1	6	7	-14%
Red Light	12	99	38	161%
Stop Sign	3	70	65	8%
Passing	1	1	0	#DIV/0!
Turning	0	0	3	-100%
Lane Usage	1	10	12	-17%
Backing	0	2	0	#DIV/0!
Unsafe Vehicle	0	0	0	#DIV/0!
Other Hazardous Violations	6	20	11	82%
Truck Violations (Road Use & Weight)	0	2	1	100%
Parking	1	12	24	-50%
No Drivers License	20	82	71	15%
Driving Under Suspension	13	111	120	-8%
License Plates	37	332	88	277%
Equipment	3	24	20	20%
Other Non-Hazardous Violations	0	0	0	#DIV/0!
Courtesy Citations	35	368	348	6%

Average MPH Over Limit for Speeding Cite	17.25	17.08	15.89	7%
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**Marionmont Police Department  
July, 2022**

<b>Citations by Street:</b>	<b>July</b>	<b>2022</b>	<b>2021</b>	<b>% Change</b>
Wooster Pike	75	585	317	85%
Madisonville Road	11	131	66	98%
Miami Road	10	55	66	-17%
Plainville Road	5	43	34	26%
Private Property	0	0	0	#DIV/0!
All Other Streets	9	71	94	-24%
<b>Totals</b>	<b>110</b>	<b>885</b>	<b>577</b>	<b>53%</b>

<b>Accidents By Street:</b>	<b>July</b>	<b>2022</b>	<b>2021</b>	<b>% Change</b>
Wooster Pike	2	14	26	-46%
Madisonville Road	1	5	4	25%
Miami Road	1	3	1	200%
Plainville Road	0	0	4	-100%
Private Property	0	2	0	#DIV/0!
All Other Streets	2	14	4	250%
<b>Totals</b>	<b>6</b>	<b>38</b>	<b>39</b>	<b>-3%</b>

**Mariemont Police Department  
July, 2022**

<b>Traffic Accident Summary:</b>	<b>July</b>	<b>2022</b>	<b>2021</b>	<b>% Change</b>
Total Traffic Accidents	6	38	39	-3%
Cleared by Arrest	4	20	28	-29%
Cleared - No Arrest	0	16	8	100%
Fatal Accidents	0	0	0	#DIV/0!
Injury Accidents	0	1	7	-86%
Persons Injured	0	1	7	-86%
Pedestrian Accidents	0	0	0	#DIV/0!
Accidents Involving Bicycles	0	0	0	#DIV/0!
Weather Related Accidents	0	5	2	150%
Citations Issued	5	26	36	-28%
Hit Skip Accidents	2	3	3	0%
Hit Skip Accidents - Cleared	1	3	2	50%

**Mariemont Police Department  
July, 2022**

Miscellaneous Activity:	July	2022	2021	% Change
Alarms Drops	3	58	57	2%
Vacation Houses Checked	18	146	346	-58%
Suspicious Persons Checked	9	47	78	-40%
Open Business Walk-Thrus	102	864	1,662	-48%
Other Security Checks	2,640	18,784	21,800	-14%
Places Found Open (PFO)	3	23	44	-48%
Motorists Assisted	4	53	74	-28%
Prowler Calls	0	1	0	#DIV/0!
Domestic Calls (except Domestic Violence)	1	15	23	-35%
Animal Complaints	4	17	33	-48%
Animal Owners Warned	0	2	1	100%
Animal Owners Cited	0	0	0	#DIV/0!
Juvenile Complaints	0	14	21	-33%
Juveniles Arrested	0	0	10	-100%
Traffic Complaints	15	74	58	28%
Traffic Details	8	133	104	28%
Fire Department Assists	16	157	149	5%
Maintenance Department Assists	1	12	15	-20%
Tax Summons Served	0	0	0	#DIV/0!
Other Police Departments Assisted	37	274	273	0%
Contacts for Trash	0	4	4	0%
Contacts for Weeds, Grass, Etc.	2	19	5	280%
Contacts for Signs, Snow, Etc.	28	60	96	-38%
Miscellaneous Services Rendered	129	1,205	3,604	-67%
Total Service Demands	1,364	10,972	13,355	-18%
Final Trash Fee Notices Served	0	0	0	#DIV/0!



## INDIAN HILL RANGERS

POLICE DEPARTMENT

**CHUCK SCHLIE**

CHIEF OF POLICE

July 05, 2022

Chief Hines,

Please accept this letter of commendation for Officers Steve Watt, Dan Lyons, and Matt Kurtz for their assistance to our agency on the evening of June 16, 2022. At approximately 1851 hours, Officer Ryan Camardo and I, were dispatched to a single vehicle crash involving a motorcycle. The rider was in critical condition and Air Care was requested. We were advised that the landing zone would be at the water tower off Miami Rd.

Your officers responded and offered their assistance with traffic control. Officer Lyons conducted a traffic post on Muchmore at Miami Rd. Officers Watt and Kurtz posted on Miami Rd. for traffic control around the landing zone. At that time, fire advised the landing zone was being moved to Mariemont High School. Your officers quickly responded to the high school to assist fire with the LZ. The patient passed away and never made it to the helicopter. The victim's wife arrived on scene and Officer Kurtz had to make notification.

Officer Watt, Officer Lyons, and Officer Kurtz represented the Mariemont Police Department in a professional manner through teamwork, compassion and commitment. It is very reassuring to know that we have such capable officers to provide back-up to our personnel at a moment's notice. Please extend our sincere thanks and appreciation to Steve, Dan, and Matt for a job well done!

Respectfully,

Lt. *Shawn Perdue* 310

Lt. Shawn Perdue

Indian Hill Rangers

6525 Drake Road • Cincinnati, Ohio 45243  
Phone: (513) 561-7000 • Fax: (513) 561-9459

*Copied + placed  
in personnel files  
MSH*



## Mariemont Fire Department

6907 Wooster Pike  
Cincinnati, Ohio 45227

PHONE: 513-271-4089 / FAX: 513-271-1655  
[www.mariemont.org](http://www.mariemont.org)

### Monthly Report July 2022

Fire Dispatches-	25
EMS Dispatches-	38
Total Fire Reports-	63

EMS Transports-	35
Canceled-	0
Patient Refusals-	3
DOA -	1

M/A = Mutual Aid	
M/A Received	1
M/A Given	8

Total runs for the year 2022 - 389

As of last year, same time 2021- 320

### Monthly Highlights

7/1/22 6809 Mt Veron Fire Alarm.

7/2/22 4008 Blaney (LMFR) Non-Breather.

7/2/22 Rowan Hill/Miami A/A Injury.

7/5/22 Wooster/Miami A/A.

7/6/22 3904 West Trouble Breathing.

7/6/22 7010 Rowan Hill Stroke.

7/9/22 6753 Trouble Breathing.

**Submitted By: Assistant Chief Dan Copeland**



**Mariemont Fire Department**

6907 Wooster Pike  
Cincinnati, Ohio 45227

PHONE: 513-271-4089 / FAX: 513-271-1655  
[www.mariemont.org](http://www.mariemont.org)

7/12/22 6704 Miami Bluff Trouble Breathing.

7/14/22 6743 Chestnut Fire Alarm.

7/17/22 3928 Petoskey Low Blood Sugar.

7/17/22 3875 Oak Smell of Gas.

7/18/22 8620 Shawnee Run Structure Fire.

7/23/22 3901 West St Chest Pain.

7/25/22 7010 Rowan Hill Non-Breather.

7/25/22 6982 Grace Non-Breather.

7/27/22 6521 Fox Chase Fire Alarm.

7/28/22 8339 Batavia Rd (ATFD) Structure Fire.

7/31/22 6975 Cambridge Stroke.

7/31/22 7069 Monongahela (ATFD) Structure Fire.

Fire Inspections still on going.

All Department trained on new fire truck.

**Submitted By: Assistant Chief Dan Copeland**



MARIEMONT TAX DEPARTMENT  
MONTHLY REPORT  
July 2022

Dear Council Members,

Tax collections totaled \$169,073.90 for the month of July.

Which is \$18,253.99 more than collected in 2021 and \$232,527.02 less than collected in 2020.

Through July, collections are \$106,255.91 over 2022 projection and \$61,666.43 more than 2021 actual collections.

Additional reports show receipt comparison for 2021/2022; the collections breakdown per account type/tax year for July 2022; the income tax receipt summary; and the 2022 income tax projection.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Chuck Barlow".

Chuck Barlow  
Tax Administrator



2022 Income Tax Projection

	2 year AVG	2022 Projected	2022 Actual	2022 actual vs 2022 projected Difference	2021 Actual	2022 actual vs 2021 actual Difference
Jan	9.66%	\$ 251,068.76	\$ 233,792.19	\$ (17,276.57) <b>93.12%</b>	\$ 253,118.96	\$ (19,326.77)
Feb	4.96%	\$ 128,947.77	\$ 155,033.41	\$ 26,085.64 120.23%	\$ 124,173.72	\$ 30,859.69
Mar	6.15%	\$ 159,963.08	\$ 160,751.97	\$ 788.89 100.49%	\$ 157,612.66	\$ 3,139.31
Apr	10.27%	\$ 266,915.86	\$ 526,040.44	\$ 259,124.58 197.08%	\$ 290,163.06	\$ 235,877.38
May	10.69%	\$ 278,058.59	\$ 217,310.92	\$ (60,747.67) <b>78.15%</b>	\$ 401,259.61	\$ (183,948.69)
Jun	8.14%	\$ 211,628.66	\$ 240,789.58	\$ 29,160.92 113.78%	\$ 263,978.06	\$ (23,188.48)
Jul	11.54%	\$ 299,953.78	\$ 169,073.90	\$ (130,879.88) <b>56.37%</b>	\$ 150,819.91	\$ 18,253.99
Aug	6.61%	\$ 171,860.06		\$ 141,623.87		
Sep	8.75%	\$ 227,600.25		\$ 212,936.55		
Oct	8.30%	\$ 215,731.84		\$ 267,099.30		
Nov	6.31%	\$ 164,084.54		\$ 139,562.25		
Dec	8.62%	\$ 224,186.80		\$ 208,197.56		
	100.00%	\$ 2,600,000.00	\$ 1,702,792.41	\$ 106,255.91	\$ 2,610,545.51	\$ 61,666.43
				\$ (897,207.59)		\$ (907,753.10)
1st QTR		\$ 539,979.60	\$ 549,577.57	\$ 9,597.97 101.78%	\$ 534,905.34	\$ 14,672.23
2nd QTR		\$ 756,603.11	\$ 984,140.94	\$ 227,537.83 130.07%	\$ 955,400.73	\$ 28,740.21
3rd QTR		\$ 699,414.09	\$ 169,073.90	\$ (530,340.19) <b>24.17%</b>	\$ 505,380.33	\$ (336,306.43)
4th QTR		\$ 604,003.19	\$ -			
		\$ 2,600,000.00	\$ 1,702,792.41	\$ (293,204.40)	\$ 1,995,686.40	\$ (292,893.99)
			65.49%			



	2022		2022 Actual vs. Projected		YTD 2022	YTD 2021	YTD Difference
	YTD Projected	YTD Actual	YTD Difference	YTD Difference			
Jan	\$ 251,068.76	\$ 233,792.19	\$ (17,276.57)	\$ 233,792.19	\$ 253,118.96	\$ (19,326.77)	
Feb	\$ 380,016.52	\$ 388,825.60	\$ 8,809.08	\$ 388,825.60	\$ 377,292.68	\$ 11,532.92	
Mar	\$ 539,979.60	\$ 549,577.57	\$ 9,597.97	\$ 549,577.57	\$ 534,905.34	\$ 14,672.23	
Apr	\$ 806,895.47	\$ 1,075,618.01	\$ 268,722.54	\$ 1,075,618.01	\$ 825,068.40	\$ 250,549.61	
May	\$ 1,084,954.06	\$ 1,292,928.93	\$ 207,974.87	\$ 1,292,928.93	\$ 1,226,328.01	\$ 66,600.92	
Jun	\$ 1,296,582.72	\$ 1,533,718.51	\$ 237,135.79	\$ 1,533,718.51	\$ 1,490,306.07	\$ 43,412.44	
Jul	\$ 1,596,536.50	\$ 1,702,792.41	\$ 106,255.91	\$ 1,702,792.41	\$ 1,641,125.98	\$ 61,666.43	
Aug	\$ 1,768,396.56			-		-	
Sep	\$ 1,995,996.81			-		-	
Oct	\$ 2,211,728.66			-		-	
Nov	\$ 2,375,813.20			-		-	
Dec	\$ 2,600,000.00			-		-	

Selected date 7/31/2022

Month	2021			2022			Difference	Percent
	Individual	Net-Profit	Withholding	Total	Individual	Net-Profit		
January	\$72,739.78	\$2,058.00	\$178,321.18	\$253,118.96	\$88,445.74	\$141,336.45	\$-19,326.77	-8
February	\$10,593.95	\$8,349.16	\$105,230.61	\$124,173.72	\$11,519.61	\$142,062.07	\$30,859.69	25
March	\$45,876.72	\$10,919.62	\$100,816.32	\$157,612.66	\$43,424.37	\$102,597.74	\$3,139.31	2
<b>1 - QTR</b>	<b>\$129,210.45</b>	<b>\$21,326.78</b>	<b>\$384,368.11</b>	<b>\$534,905.34</b>	<b>\$143,389.72</b>	<b>\$385,996.26</b>	<b>\$14,672.23</b>	<b>3</b>
<b>YTD QTR - 1</b>	<b>\$129,210.45</b>	<b>\$21,326.78</b>	<b>\$384,368.11</b>	<b>\$534,905.34</b>	<b>\$143,389.72</b>	<b>\$385,996.26</b>	<b>\$14,672.23</b>	<b>3</b>
April	\$135,332.87	\$34,771.87	\$120,058.32	\$290,163.06	\$305,712.16	\$159,855.63	\$235,877.38	81
May	\$247,536.05	\$21,632.93	\$132,090.63	\$401,259.61	\$93,275.35	\$115,133.57	\$-183,948.69	-46
June	\$147,754.07	\$17,345.27	\$98,878.72	\$263,978.06	\$118,050.22	\$101,050.53	\$-23,188.48	-9
<b>2 - QTR</b>	<b>\$530,622.99</b>	<b>\$73,750.07</b>	<b>\$351,027.67</b>	<b>\$955,400.73</b>	<b>\$517,037.73</b>	<b>\$376,039.73</b>	<b>\$28,740.21</b>	<b>3</b>
<b>YTD QTR - 2</b>	<b>\$659,833.44</b>	<b>\$95,076.85</b>	<b>\$735,395.78</b>	<b>\$1,490,306.07</b>	<b>\$660,427.45</b>	<b>\$762,035.99</b>	<b>\$43,412.44</b>	<b>3</b>
July	\$30,403.43	\$6,295.00	\$114,121.48	\$150,819.91	\$22,637.53	\$144,476.37	\$18,253.99	12
<b>3 - QTR</b>	<b>\$30,403.43</b>	<b>\$6,295.00</b>	<b>\$114,121.48</b>	<b>\$150,819.91</b>	<b>\$22,637.53</b>	<b>\$144,476.37</b>	<b>\$18,253.99</b>	<b>12</b>
<b>YTD QTR - 3</b>	<b>\$690,236.87</b>	<b>\$101,371.85</b>	<b>\$849,517.26</b>	<b>\$1,641,125.98</b>	<b>\$683,064.98</b>	<b>\$906,512.36</b>	<b>\$61,666.43</b>	<b>4</b>
Total Refunds			\$-28,592.28			Total Refunds		\$-44,074.29

\*\*\* End Of Report \*\*\*

Selected date 7/31/2022

<u>Deposit Date</u>	<u>Individual Deposits</u>	<u>Net-Profit Deposits</u>	<u>Total 1 &amp; 2 Refunds/Adj</u>	<u>Total 1 &amp; 2 Deposits</u>	<u>Withholding Refunds/Adj</u>	<u>Withholding Deposits</u>	<u>Total All Refunds/Adj</u>	<u>Total All Deposits</u>	<u>Percent Change</u>
1/2022	\$88,445.74	\$4,010.00	\$0.00	\$92,455.74	\$0.00	\$141,336.45	\$0.00	\$233,792.19	-8
1/2021	\$72,739.78	\$2,058.00	\$0.00	\$74,797.78	\$0.00	\$178,321.18	\$0.00	\$253,118.96	
2/2022	\$11,519.61	\$1,451.73	\$0.00	\$12,971.34	\$0.00	\$142,062.07	\$0.00	\$155,033.41	25
2/2021	\$10,593.95	\$8,349.16	\$-704.25	\$18,943.11	\$704.25	\$105,230.61	\$0.00	\$124,173.72	
3/2022	\$43,424.37	\$14,729.86	\$-4,343.40	\$58,154.23	\$0.00	\$102,597.74	\$-4,343.40	\$160,751.97	2
3/2021	\$45,876.72	\$10,919.62	\$-2,510.00	\$56,796.34	\$0.00	\$100,816.32	\$-2,510.00	\$157,612.66	
4/2022	\$305,712.16	\$60,472.65	\$-23,178.54	\$366,184.81	\$0.00	\$159,855.63	\$-23,178.54	\$526,040.44	81
4/2021	\$135,332.87	\$34,771.87	\$-1,501.25	\$170,104.74	\$0.00	\$120,058.32	\$-1,501.25	\$290,163.06	
5/2022	\$93,275.35	\$8,902.00	\$-14,551.21	\$102,177.35	\$0.00	\$115,133.57	\$-14,551.21	\$217,310.92	-46
5/2021	\$247,536.05	\$21,632.93	\$-13,694.45	\$269,168.98	\$0.00	\$132,090.63	\$-13,694.45	\$401,259.61	
6/2022	\$118,050.22	\$21,688.83	\$-1,381.14	\$139,739.05	\$0.00	\$101,050.53	\$-1,381.14	\$240,789.58	-9
6/2021	\$147,754.07	\$17,345.27	\$-6,268.41	\$165,099.34	\$-381.22	\$98,878.72	\$-6,649.63	\$263,978.06	
7/2022	\$22,637.53	\$1,960.00	\$-620.00	\$24,597.53	\$0.00	\$144,476.37	\$-620.00	\$169,073.90	12
7/2021	\$30,403.43	\$6,295.00	\$-4,236.95	\$36,698.43	\$0.00	\$114,121.48	\$-4,236.95	\$150,819.91	
**2022	\$683,064.98	\$113,215.07	\$-44,074.29	\$796,280.05	\$0.00	\$906,512.36	\$-44,074.29	\$1,702,792.41	4
**2021	\$690,236.87	\$101,371.85	\$-28,915.31	\$791,608.72	\$323.03	\$849,517.26	\$-28,592.28	\$1,641,125.98	

\*\*\* End Of Report \*\*\*

Selected date 7/31/2022

Acct Type	Tax Year	Tax Total	Penalty 1 Total	Penalty 2 Total	Penalty 3 Total	Interest Total	Court Total	Deposit Total	Refund Total
INDIVIDUAL	2022	\$282,234.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$282,234.20	\$-209.25
INDIVIDUAL	2021	\$392,326.40	\$0.00	\$1,017.00	\$69.55	\$0.00	\$0.00	\$393,412.95	\$-36,968.24
INDIVIDUAL	2020	\$3,220.74	\$295.00	\$29.07	\$0.00	\$13.02	\$0.00	\$3,557.83	\$-97.80
INDIVIDUAL	2019	\$1,999.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,999.00	\$-84.00
INDIVIDUAL	2018	\$1,158.00	\$150.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,308.00	\$0.00
INDIVIDUAL	2017	\$184.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$184.00	\$0.00
INDIVIDUAL	2016	\$19.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00
INDIVIDUAL	2014	\$172.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$172.00	\$0.00
INDIVIDUAL	2013	\$178.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$178.00	\$0.00
<b>* TOTAL</b>		<b>\$681,491.34</b>	<b>\$445.00</b>	<b>\$1,046.07</b>	<b>\$69.55</b>	<b>\$13.02</b>	<b>\$0.00</b>	<b>\$683,064.98</b>	<b>\$-37,359.29</b>
NET-PROFIT	2022	\$50,870.42	\$0.00	\$0.00	\$0.00	\$0.00	\$-1,863.02	\$49,007.40	\$0.00
NET-PROFIT	2021	\$63,700.62	\$0.00	\$0.00	\$0.00	\$0.00	\$-152.96	\$63,547.66	\$-6,715.00
NET-PROFIT	2020	\$656.93	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$656.93	\$0.00
NET-PROFIT	2019	\$-2.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$-2.75	\$0.00
NET-PROFIT	2018	\$5.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5.83	\$0.00
<b>* TOTAL</b>		<b>\$115,231.05</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$-2,015.98</b>	<b>\$113,215.07</b>	<b>\$-6,715.00</b>
WITHHOLDING	2022	\$732,588.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$732,588.75	\$0.00
WITHHOLDING	2021	\$171,035.13	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$171,035.13	\$0.00
WITHHOLDING	2020	\$2,067.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,067.75	\$0.00
WITHHOLDING	2019	\$820.73	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$820.73	\$0.00
<b>* TOTAL</b>		<b>\$906,512.36</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$906,512.36</b>	<b>\$0.00</b>
ALL	2022	\$1,065,693.37	\$0.00	\$0.00	\$0.00	\$0.00	\$-1,863.02	\$1,063,830.35	\$-209.25
ALL	2021	\$627,062.15	\$0.00	\$1,017.00	\$69.55	\$0.00	\$-152.96	\$627,995.74	\$-43,683.24
ALL	2020	\$5,945.42	\$295.00	\$29.07	\$0.00	\$13.02	\$0.00	\$6,282.51	\$-97.80
ALL	2019	\$2,816.98	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,816.98	\$-84.00
ALL	2018	\$1,163.83	\$150.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,313.83	\$0.00
ALL	2017	\$184.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$184.00	\$0.00
ALL	2016	\$19.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00	\$0.00
ALL	2014	\$172.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$172.00	\$0.00
ALL	2013	\$178.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$178.00	\$0.00
<b>* TOTAL</b>		<b>\$1,703,234.75</b>	<b>\$445.00</b>	<b>\$1,046.07</b>	<b>\$69.55</b>	<b>\$13.02</b>	<b>\$-2,015.98</b>	<b>\$1,702,792.41</b>	<b>\$-44,074.29</b>

Closed Batch Number(s) 8144, 8145, 8146, 8147, 8148, 8149, 8150, 8151, 8152, 8153, 8154, 8155, 8156, 8157, 8158 Deposit Date Range: 07/01/2022 To 07/31/2022. Report type: Detail Report. Sort Selection by Account Number.

Transaction	Count	Charge Amt	Credit Amt	Count	Charge Amt	Credit Amt	Count	Charge Amt	Credit Amt	Count	Charge Amt	Credit Amt	Count	Charge Amt	Credit Amt
AMENDED FINAL	1	\$22.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	1	\$22.00	\$0.00	1	\$22.00	\$0.00
BALANCE DUE	11	\$0.00	\$1,321.25	0	\$0.00	\$0.00	0	\$0.00	\$0.00	11	\$0.00	\$1,321.25	11	\$0.00	\$1,321.25
BATCH NOTE	0	\$0.00	\$0.00	1	\$0.00	\$0.00	2	\$0.00	\$0.00	3	\$0.00	\$0.00	3	\$0.00	\$0.00
CHARGE-OFF FINAL RET	0	\$0.00	\$0.00	1	\$-0.64	\$0.00	0	\$0.00	\$0.00	1	\$-0.64	\$0.00	1	\$-0.64	\$0.00
DECLARATION OF	8	\$8,269.00	\$7,227.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	8	\$8,269.00	\$7,227.00	8	\$8,269.00	\$7,227.00
EXTENSION	1	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	1	\$0.00	\$0.00	1	\$0.00	\$0.00
FINAL RETURN	24	\$40,344.89	\$2,586.00	12	\$1,221.47	\$115.00	0	\$0.00	\$0.00	36	\$41,566.36	\$2,701.00	36	\$41,566.36	\$2,701.00
OVERPAY FORWARD	16	\$0.00	\$0.00	6	\$0.00	\$0.00	0	\$0.00	\$0.00	22	\$0.00	\$0.00	22	\$0.00	\$0.00
OVERPAY REFUND	2	\$0.00	\$-620.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	2	\$0.00	\$-620.00	2	\$0.00	\$-620.00
LATE PAY PENALTY	1	\$1,017.00	\$1,017.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	1	\$1,017.00	\$1,017.00	1	\$1,017.00	\$1,017.00
QUARTERLY PAYMENT	14	\$0.00	\$10,486.28	3	\$0.00	\$1,845.00	0	\$0.00	\$0.00	17	\$0.00	\$12,331.28	17	\$0.00	\$12,331.28
WITHHOLDING	0	\$0.00	\$0.00	0	\$0.00	\$0.00	802	\$144,476.37	\$144,476.37	802	\$144,476.37	\$144,476.37	802	\$144,476.37	\$144,476.37
<b>Total:</b>	<b>78</b>	<b>\$49,652.89</b>	<b>\$22,017.53</b>	<b>23</b>	<b>\$1,220.83</b>	<b>\$1,960.00</b>	<b>804</b>	<b>\$144,476.37</b>	<b>\$144,476.37</b>	<b>905</b>	<b>\$195,350.09</b>	<b>\$168,453.90</b>	<b>905</b>	<b>\$195,350.09</b>	<b>\$168,453.90</b>
<b>** Total:</b>	<b>78</b>	<b>\$49,652.89</b>	<b>\$22,017.53</b>	<b>23</b>	<b>\$1,220.83</b>	<b>\$1,960.00</b>	<b>804</b>	<b>\$144,476.37</b>	<b>\$144,476.37</b>	<b>905</b>	<b>\$195,350.09</b>	<b>\$168,453.90</b>	<b>905</b>	<b>\$195,350.09</b>	<b>\$168,453.90</b>
<u>Deposit Total</u>			<u>Cash</u>		<u>Check</u>	<u>Charge</u>		<u>Lock Box</u>		<u>Refund Total</u>		<u>ACH</u>			
		\$90.00		\$154,383.27	\$302.84	\$0.00		\$0.00		\$-620.00		\$14,297.79			

\*\*\* End Of Report \*\*\*

Building Department Report to Village Council covering the month of July 2022

The building department issued 19 permits this month. These are summarized here along with the fees. They are listed individually at the end of the report.

1 commercial building permits	\$ 206
9 residential building permit	\$ 1211
5 utility permits	\$ 775
4 residential zoning permits	\$ 181
	<u>          </u>
TOTAL	\$ 2373

For the month of July, a total of 61 hrs were billed in addition to the volunteer hours of Bob Van Stone (in excess of 40 hrs all dedicated to admin). That time was spent on the following activities. The hours were allocated as follows:

ARB Meeting Prep	2 hours	4%
Planning Commission Prep	0 hours	0%
Permitting	10 hours	16%
Bldg Dept Questions	10 hours	16%
Compliance - Violations	24 hours	39%
Admin (organization, ordinances, XPEX)	15 hours	25%

Time spent in July to update/write several ordinances and working signage issues in the business district. Kicked off rental property inspection program during last week of July. Volunteer hours were consumed on scanning permitting documentation into electronic database. Permit compliance and property maintenance issues continues to be a focus area.

Respectfully submitted,  
Rod Holloway  
Building Department

Permit #	Permit Date	Zoning	B/Z/U	Parcel Address	Owner Name	Applicant Name	Permit Type	Total Fees	Totals
<b>Commercial Building Permits</b>									
2022173	7/1/2022	RES-C	B	6807 WOOSTER PK	BOWERS BRADLEY J	Brandstetter's Kangaroo	Roof Commercial	206	206
<b>Residential Building Permits</b>									
2022174	7/1/2022	RES-B	B	6961 THORNDIKE RD	ELLSWORTH WILKES R TR	Cardinal Home Improvements	Roof Res - Roof OR Gutters & Downspou	57	
2022178	7/8/2022	RES-A	B	3707 HOMEWOOD RD	LINK KATHRYN A & SETH ORTIZ PINEO	Schneller Knochelmann	HVAC Replacement	150	
2022179	7/8/2022	RES-A	B	6943 MT VERNON AVE	FOLEY JAMES J & VANESSA	Apollo Home	HVAC Replacement	98	
2022184	7/18/2022	RES-A	B	3867 SETTLE RD	HAVES DAVID M & ANASTASIA C NURRE	Tri-State Heating & Cooling	HVAC Replacement	98	
2022186	7/19/2022	RES-A	B	3602 MOUND WY	BROOKS MCKENNA & JOHN R	Apollo Home	HVAC Replacement	98	
2022187	7/25/2022	RES-B	B	3750 (1) WEST ST	PAT SLATER	Thomas & Galbraith	HVAC Replacement	95	
2022188	7/26/2022	RES-A	B	6611 ELM ST	Ben Korengel	Benjamin Korengel	Alterations - Res.	384	
2022189	7/26/2022	RES-A	B	3715 HOMEWOOD RD	SCHIMMELMANN JAN PHAN	One Hour Heating & Air	HVAC Replacement	150	
2022191	7/28/2022	RES-A	B	7007 WOOSTER PK	Brady Ward	BQ Roofing	Roof Res - Roof AND Gutters & Downspo	80	1211
<b>Utility Permits</b>									
2022176	7/5/2022	RES-C	U	3947 BEECH ST	FAIRWAY MANAGEMENT LLC	Duke Energy	Gas Line Replacement	100	
2022177	7/7/2022	RES-A	U	MURRAY AVE	MARIEMONT VILLAGE OF THE	Sigma Technologies, Ltd	Utility - Com Upgrade	75	
2022182	7/8/2022	RES-A	U	BEECH ST & MURRAY AVE	VILLAGE OF MARIEMONT	Cincinnati Bell Telephone	Utility - New Gas Line	0	
2022185	7/19/2022	RES-A	U	3912 Plainville Rd	Village of Mariemont	Burns & McDonnell	Utility - New Gas Line	500	
2022190	7/26/2022	RES-B	U	3909 BEECH ST #3913	3909 Beech St. LLC	Duke Energy	Sod Cut	100	775
<b>Residential Zoning Permits</b>									
2022175	7/5/2022	RES-A	Z	6975 GRACE AVE	SWAIN DOUGLAS J	Mattingly Concrete	Replacement - Driveway	83	
2022180	7/8/2022	RES-A	Z	6966 MURRAY AVE	FALLON KAREN L TR	SimpleThanks Tree Care	Tree Removal	0	
2022181	7/8/2022	RES-A	Z	3807 SETTLE RD	WREN CINDIA R & PETER P	EAOS Fence Company	Fencing	98	
2022183	7/13/2022	RES-A	Z	3713 HOMEWOOD RD	DONNELLY JAMES H R & IOAN M GALLAGHER	Madison Tree Co.	Tree Removal	0	181
			# of Permits	19					Total 2373

Rob -

Esther Osman (Jordan Park, Carrye Northrop's  
Mom)

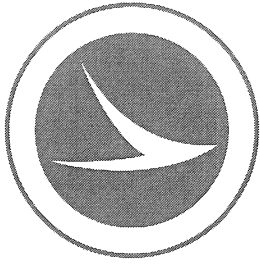
asked me to give this to Council. It's the  
spot in front of Rooster's where a tree  
fell down 2 yrs ago & has not been  
replaced, though she's asked John +  
others several times.

It does look like crap. + it's a  
very prominent place...

Esther Osman  
3942 Miami Rd. #304  
513-533-4202







# OHIO DEPARTMENT OF TRANSPORTATION

Mike DeWine, Governor

Jack Marchbanks, Ph.D., Director

District 8

505 S. State Route 741, Lebanon, OH 45036

513-933-6568

[transportation.ohio.gov](http://transportation.ohio.gov)

May 19, 2021 Resent June 28, 2022

Hon. Bill Brown  
Mayor, Village of Mariemont  
6907 Wooster Pike  
Mariemont, Ohio 45227

Dear Mayor Brown,

The Ohio Revised Code allows for villages to pass consent ordinances requesting that ODOT apply standard longitudinal pavement markings and erect regulatory and warning signs on state highways within village limits. A consent ordinance also allows the possibility of entering into agreement(s) with ODOT to perform additional maintenance work that is not part of ODOT's statutory duties, such as snow and ice control. In addition to the consent ordinance for maintenance work described above, separate legislation would be needed for specific construction or reconstruction projects on state routes within the village.

Our records indicate that the most recent consent ordinance from the Village of Mariemont was Ordinance 0 9 11, passed Nov. 14, 2011.

Since that time ODOT has revised the language in new ordinances to include the designation of a village official (identified by position rather than name), that is authorized to enter into agreement(s) with ODOT for non-statutory duties such as snow and ice. If the village would like ODOT to continue performing pavement marking and signing work on state and US routes within the village, and to allow for the possibility of entering into agreements for items such as snow and ice control, please enact and return the attached ordinance to Roadway Services Manager Chuck Hecht, ODOT District 8, 505 State Route 741, Lebanon, OH 45036.

In addition to the ordinance, we have included a snow and ice agreement to be signed and returned, if desired by the village. With proper legislation and agreements in place, it is ODOT's intent to continue with installation and maintenance of longitudinal pavement marking, regulatory and warning signs, and performance of snow and ice control. Outside of these items, the village is responsible for all other maintenance of State and US routes within your corporation limits for items in the right of way, such as drainage structures and conduits, ditches, pavement (including patching, maintenance, and repair), curb, guardrail, vegetation control, and sidewalks.

If you have any questions concerning this information, please contact me at 513.933.6606 or [doug.gruver@dot.ohio.gov](mailto:doug.gruver@dot.ohio.gov)

Sincerely,

A handwritten signature in black ink, appearing to read "Douglas A. Gruver".

Douglas A. Gruver, P.E.  
Highway Management Administrator

cc: Campbell, file,  
Attachment

**Excellence in Government**

*ODOT is an Equal Opportunity Employer and Provider of Services*

**VOUCHERS FOR THE REGULAR COUNCIL MEETING, AUGUST 8, 2022**

<b>DEPARTMENT</b>	<b>VENDOR</b>	<b>DESCRIPTION</b>	<b>COST</b>
All	Dental Care Plus	Insurance Premium for July & August 2022	2,043.14
All	IntrustIT	MS Office 365 Agreement and Back-up Monthly Charge	483.25
All	Reliance Standard	Insurance Premium for August 2022	48.80
All	Village Payroll	Medi. \$2882.86, Soc. Sec. \$3907.66, and Gross Payroll \$100,874.11 for Periods Ending 7/23/22 & 7/31/22	107,664.63
Building	Rod Holloway	Zoning Officer for Period Ending 7/23/2022	400.00
Fire	Ace Hardware	Misc. Parts/Supplies/Materials	96.67
Fire	Ohio Fire Chief's Association	Annual Membership 10/1/22-9/30-23 (Hines)	125.00
Miscellaneous	Capital Electric	Repairs to Traffic Signals	1,604.01
Miscellaneous	Constellation NewEnergy	Gas & Electric Monthly Charges	290.72
Miscellaneous	Duke Energy	Gas & Electric Monthly Charges	762.32
Miscellaneous	Ed McTigue	Solicitor Fees July 2022	3,120.00
Miscellaneous	Greater Cincinnati Water Works	Water & Sewer Service Monthly Charges	5,311.14
Miscellaneous	Human Nature	Dogwood Park Project (to be reimbursed by MRA)	2,460.00
Miscellaneous	Rumpke	Trash & Recycling Service Monthly Charges July 2022	23,868.75
Municipal	Ace Hardware	Misc. Parts/Supplies/Materials	157.25
Municipal	Affordable Pest Control	Preventive Pest Control Monthly Charges	78.00
Municipal	CBTS	Phone System Maintenance Monthly Charges July 2022	82.94
Municipal	JaniKing of Cincinnati	Janitorial Services August 2022	500.00
Municipal	Johnson Controls	Annual Fee Elevator Fire Alarm Monitoring	609.50
Municipal	Schindler Elevator	Warranty Agreement Monthly Charges August 2022	91.46
Paramedics	Verizon	Transmit Data from Squad to Hospital Monthly Charges	18.08
Police	Ace Hardware	Misc. Parts/Supplies/Materials	17.99
Police	CBTS	Wireless Access Point for PD Cameras Monthly Charge	60.36
Police	Cincinnati Safety Upfitters	Emergency Repair - Replace Siren	322.75
Police	Hamilton County Coroner	Drug ID/Lab Work	275.00
Police	Hi Tech Graphics	500 Business Cards (Watt)	71.00
Police	Rick Hines	Reimbursement for Petty Cash	333.76
Police	TransUnion	Data Subscription Monthly Charges `	75.00
Police	Staples	Office Supplies	31.15
Pool	Ace Hardware	Misc. Parts/Supplies/Materials	23.28
Service	Ace Hardware	Misc. Parts/Supplies/Materials	335.69
Service	Altafiber	Phone Service Monthly Charges	100.52
Service	Davey Tree	Tree Work; Approved by Council 5/9/2022	17,380.00
Service	Randy York	Reimbursement for Hopkins Park Planters	50.46
Service	Stigler Supply	Toilet Paper, Paper Towels, Cleaning Products	164.73
Tax	Chuck Barlow	Reimbursement for Hotel & Mileage for OML Tax Seminar	285.25
<b>TOTAL</b>			<b>169,342.60</b>

**VILLAGE OF MARIEMONT**  
**BIWEEKLY PAYROLL ENDING JULY 23, 2022 & JULY 31, 2022**

**Police Department**

Richard D. Hines, Regular	3572.48	Richard Hines, Vacation	893.12
Matt Kurtz, Regular	3304.80	Adam Geraci, Vacation	1487.16
Dan Lyons, Overtime	1425.08	Nick Pittsley, Comp	136.50
Steve Watt, comp	991.44	Steve Watt, Overtime	123.92
Steven Watt, Vacation	1487.16	Dan Lyons, Regular	3304.80
Adam Geraci, Regular	1817.64	Derek Bishoff, Sick	495.72
Tom Ostendarp, Comp	574.32	Matt Kurtz, Overtime	247.84
Rachel Hays, Sick	1927.00	Rachel Hays, Regular	1353.00
Nick Pittsley, Regular	3503.50	Derek Bischoff, Regular	3056.94
Steve Watt, Regular	826.20	Paul Rennie, Overtime	185.88
Derek Bishoff, Comp	247.86	Fred Romano SRO, Regular	948.80
Fred Romano, Vacation	948.80	Vikki Hill, Regular	1977.98
Paul Rennie, Regular	3304.80	Vikki Hill, Comp	13.28
Tom Ostendarp, Regular	3254.48	Vikki Hill, Mayor's Court	125.00
		<b>Department Total</b>	<b>41040.10</b>

**Paramedics/Fire**

Jim Henderson, Supervisor Pay	445.55	Keary Henkener, PT, Regular	466.56
Tim Peaker, Supervisor Pay	1616.40	Scott Ray, Supervisor Pay	44.90
Richard Cathcart, PT, Regular	855.36	Pat Dixon, PT, Regular	233.28
Joe Lowry, PT, Regular	233.28	Braydon Young, PT, Regular	933.12
Evan Dunkleman, Supervisor Pay	1773.55	Scott Ray, PT, Regular	699.84
Robert Mercer, PT, Regular	933.12	Mike Washington, Supervisor Pay	617.38
Mike Washington, Jr., Supervisor Pay	808.20	Mike Washington Jr., Overtime	699.84
Mike Washington, Jr., PT, Regular	933.12	Brandon Manor, PT, Regular	933.12
Bryan Schmidlap, PT, Regular	233.28	Braydon Miller, PT, Regular	1555.20
Braydon Miller, Overtime	699.84	Dan Copeland, Assistant Fire Chief	2884.62
Matt Clark, Supervisor Pay	1324.55	Eric Freeland, PT, Regular	933.12
Chris Miller, PT, Regular	1360.80	Chris Miller, Overtime	145.80
Joey Homan, PT, Regular	864.00	Mike Washington, Jr. Supervisor Pay	538.80
David Huckleby, PT, Regular	550.44	Rick Hines, Regular	475.39
Ryan Frazee, PT, Regular	1185.84	Tim Linz, PT, Regular	189.80
Jeremy Burns, PT, Regular	233.28	Kris Schnell, PT, Regular	486.00
Johnny Stewart, PT, Regular	835.92	Joey Homan, PT, Regular	864.00
Mark Hardin, PT, Regular	933.12	Nick Guilkey, Supervisor Pay	808.20
Craig Coburn, PT, Regular	538.80	Bryan Young, PT, Regular	224.40
Ryan Brown, PT, Regular	145.80	Jim Henderson, Overtime	492.52
		<b>Department Total</b>	<b>30433.18</b>

**Maintenance Department**

John M. Scherpenberg, Regular	3266.40	Ben James, Personal	234.32
Kevin Schmid, Sick	247.20	Mike Evanchyk, Vacation	468.64
Ben James, Regular	2108.88	Mike Evanchyk, Regular	1874.56
Jeremy Swader, Regular	2040.00	Kevin Schmid, Regular	2224.80
		<b>Department Total</b>	<b>12464.80</b>

**Tax**

Chuck Barlow, Regular	2692.50	<b>Department Total</b>	<b>2692.50</b>
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**Administrative**

Joanee B. Van Pelt, Regular	2523.48	Allison Uhrig, Regular	1620.68
Joanee Van Pelt, Council	125.00	Joanee Van Pelt, Vacation	259.77
Joanee Van Pelt, Special Council	125.00	Allison Uhrig, Vacation	180.08
		<b>Department Total</b>	<b>4959.01</b>

**Miscellaneous**

Chris Ertel	1180.15	Tony Borgerding	515.00
Eli Wendler, IT (Various)	115.28	Eli Wendler, Fiscal	300.42
Bill Brown	666.63	Richard Ford	5000.00
Rob Bartlett	83.34	Leah Geldbaugh	83.34
Marcy Lewis	83.34	Kelly Rankin	83.34
Susan Brownknight	83.34	Randy York	83.34

**TOTAL** **100,874.11**

TO: Village Council and Mayor Brown  
FROM: Finance Committee, Rob Bartlett - Chair  
RE: Risk Management Insurance  
DATE: August 8, 2022

\*\*\*\*\*

The Finance Committee met on Friday, July 22, 2022 at 2:00 pm to discuss renewing the Village's risk management insurance. Present at the meeting were Finance Committee Chair Rob Bartlett, Finance Committee Members Kelly Rankin and Marcy Lewis, Mayor Bill Brown, and Senior Administrative Assistant Joanee Van Pelt.

The Finance Committee reviewed the proposal for risk management coverage from Hylant. If we did not change any of the coverage levels in the plan, the Village's cost would go from \$35,383 in 2021 to \$36,021 in 2022, an increase of \$638 or 1.8%. Karie Novesl from Hylant previously shared that the average increase in Ohio for risk management insurance for municipalities this year was 6%. Ms. Novesl also shared several areas where the coverage limit has been increased at no extra charge.

The Finance Committee had previously benchmarked our coverage levels versus Fairfax, Terrace Park, Newtown and Columbia Township and we are in line with the other municipalities. As such, the Finance Committee agreed to maintain the current levels of coverage and deductibles.

The Finance Committee recommends agreeing to the new updated coverage and quote. If Council agrees with this recommendation, because this needs to be passed via resolution and it needs to be effective by August 26, 2020, the legislation will need to be passed as an emergency measure at the first council meeting in August.

Respectfully Submitted,

---

Rob Bartlett, Chairman

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Marcy Lewis, Vice-Chairman

---

Kelly Rankin, Member

TO: Council, Village of Mariemont

FROM: Public Works & Services Committee

DATE: August 8, 2022

SUBJECT: Recommendation for 2023 Solid Waste Service

The Public Works & Service Committee met on July 22, 2022 at 2:30 PM to discuss solid waste and recycling service beginning in January 2023. In attendance were Committee Chairperson Kelly Rankin, Committee Member Randy York, Committee Member Rob Bartlett and Mayor Brown.

The Village participated in the SWORRE (Southwest Ohio Regional Refuse) Consortium for the provision of waste and recycling service in an RFP along with 5 other communities. By participating in this program via the Center for Local Govt., the Village had hoped to obtain more favorable rates for this service.

The rates provided by the bid were compared to the rates we would pay if we contracted directly with Rumpke. Our current year contract is for a total of \$16.75/unit per month for 1,425 units at \$23,868.75 per month for all 3 services. The option year 2023 would increase rate 3% to \$17.25/unit per month for all 3 services.

The 3-year firm rate option with the CFLG group bid is \$18.90 for trash and recycling and \$4.50 for yard waste or \$23.40 for all 3 services.

The Committee recommends renewing the contract with Rumpke for the service year 2023.

Respectfully Submitted,

---

Kelly Rankin  
Chairman

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Randy York  
Member

---

Rob Bartlett  
Member

VILLAGE OF MARIEMONT, OHIO  
RESOLUTION NO. R- -22

**TO RENEW CURRENT CONTRACT FOR THE FOLLOWING  
KINDS OF INSURANCE: REAL AND PERSONAL PROPERTY,  
COMPREHENSIVE GENERAL LIABILITY, BUSINESS  
AUTOMOBILE, AND OTHER COVERAGES; TO PAY  
PREMIUMS; AND TO DECLARE EMERGENCY**

**WHEREAS**, the Finance Committee for the Village of Mariemont met to discuss renewal of the risk management coverage for the Village of Mariemont; and

**WHEREAS**, based upon said presentation and the current valuations, the Council recommends renewal of the current liability and property insurance policy with the Hylant Group from Ohio Government Risk Management Plan; and

**WHEREAS**, the Village does not have to go out for bids for insurance pursuant to Ohio Revised Code Section 2744.08.

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

**SECTION I.** That the Mayor and the Fiscal Officer be and hereby are authorized to renew the current contract for insurance from Ohio Government Risk Management Plan, for policies of insurance for the period beginning August 26, 2022, to August 25, 2023, which affords the Village of Mariemont continuation of the following coverage:

A. PROPERTY AND GENERAL LIABILITY

- Valuable papers of \$250,000 with no deductible
- Miscellaneous Municipal Property including fire equipment with replacement cost with deductible of \$1,000 and limit of \$95,000
- Earthquake and Volcanic Eruption of \$2,000,000 with \$25,000 deductible
- Comprehensive Municipal Liability Coverage
  - a) Bodily Injury \$5,000,000 each occurrence
  - b) Employees Benefits Liability (with no deductible) \$5,000,000, each occurrence, \$7,000,000 Aggregate
  - c) Fire Department Errors and Omissions --Included Under Gen Liability, no deductible
  - d) Governmental Medical Service Liability -- Included Under Gen Liability, no deductible
  - e) Personal Injury -- Included Under Gen Liability, no deductible.
  - f) Medical Payments Under Gen Liability per accident, \$50,000; per person \$10,000
  - g) Property Damage \$7,177,789
  - h) Property Legal Liability \$1,000,000

Benefit liability personal effects of employees of \$2,500  
Inland Marine coverage for radios, road equipment, ancillary fire/EMS equipment, mower, and property in open limit \$953,681 deductible of \$1,000

- B. Police Liability includes auto wrap of \$5,000,000 per occurrence
- C. Electronics Data Processing Equipment (\$500 deductible) \$68,250  
Media and Data \$11,390 (\$500 deductible)  
Extra Expense Limit \$10,000 (\$500 deductible)  
Power Surge and System Breakdown \$68,250  
Cyber Security Coverage \$1,000,000 (\$25,000 deductible)
- D. Equipment Breakdown Coverage (\$1,000 deductible) \$7,177,789
- E. Crime - Public Employees Theft \$100,000  
Money and securities \$ 50,000
- F. Vehicles
  - a) Other Vehicles, cost to repair \$747,507
  - b) Emergency Vehicles (Replacement Cost) \$1,485,000.
- G. Public Officials Liability of \$5,000,000 per occurrence, 7,000,000 aggregate with \$1,000 per occurrence deductible
- H. Additional details and specifications are incorporated here by reference from Village of Mariemont insurance specifications and proposed bid forms submitted by the Ohio Plan Risk Management Inc and one-year rate freeze and also updated proposals submitted by the Ohio Plan Risk Management Inc. for the coverage period effective August 26, 2022, through August 25, 2023, which are incorporated herein by reference for the sum of Thirty-six Thousand Twenty-one and no/100 Dollars (\$36,021.00)
- H. The annual premium for this insurance shall be Thirty-six Thousand Twenty-one and no/100 Dollars (\$36,021.00).

**SECTION II.** That the Fiscal Officer be and is hereby authorized to pay the sum of Thirty-six Thousand Twenty-one and no/100 Dollars (\$36,021.00) for continuation of said coverage of insurance premiums effective August 26, 2022, through August 25, 2023, and to charge the same to 1000-730-350-0000.

**SECTIONS III.** This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety and shall go into immediate effect. The reason for said emergency is to prevent a lapse in coverage as the present insurance will expire August 25, 2022.

Passed: August 8, 2022

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Mayor William A. Brown



ATTEST:

I, Richard D. Ford, 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 9<sup>th</sup> day of August 2022.

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Richard D. Ford, Fiscal Officer

VILLAGE OF MARIEMONT, OHIO

RESOLUTION NO. 0- \_\_\_\_ -22

RESOLUTION AUTHORIZING VILLAGE TO ENTER INTO EASEMENT AGREEMENT  
WITH DUKE ENERGY AND TO DECLARE AN EMERGENCY

WHEREAS, Duke Energy, and its predecessors, has maintained a gas line and regulating equipment on Village property north of the tennis courts at the corner of Plainville and Murray Avenue; and

WHEREAS, said equipment previously installed by Duke is in need of replacement; and

WHEREAS, the property over which this easement has been maintained is owned by the Village of Mariemont and, as such, it is necessary for the Village to grant an easement to Duke Energy to continue with the placement of this gas regulating equipment; and

WHEREAS, Duke Energy has prepared an Easement to construct, operate, and maintain gas regulating equipment as well as a temporary construction easement for the purpose of replacing the existing aging infrastructure currently located within the road limit of Plaintiff Road, just west of the tennis courts; and

WHEREAS, it is necessary for this replacement to occur, any construction equipment removed, and the property restored after completion of construction; and

WHEREAS, Duke Energy is offering the amount of \$3,507 as consideration for this proposed easement. All facilities will be underground and all current landscaping along the northerly fence of the tennis courts will not be disturbed.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE  
VILLAGE OF MARIEMONT, A MAJORITY OF THE MEMBERS DULY  
ELECTED THERETO CONCURRING:

SECTION I. That the Village of Mariemont and the Mayor is authorized to enter into the Easement Agreement attached hereto as Exhibit "A" to grant said Easement to Duke.

SECTION II. 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 the emergency is because previously the parties were under the impression that the Mariemont Board of Education was the owner of the property and spent substantial time in discussions. However, the work needs to be completed prior to the beginning of the school year to avoid disruption to any students.

Passed: August 8, 2022

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William A. Brown, Mayor

ATTEST:

Richard D. Ford, 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 9<sup>th</sup> day of August 2022.

---

Richard D. Ford Fiscal Officer

**EASEMENT**

Prepared by Jeffrey E. James, Attorney, 4720 Piedmont Row Dr., Charlotte, NC 28210

Parcel ID # 527-0040-0243

STATE OF OHIO  
COUNTY OF HAMILTON

PROJECT: PLAINVILLE & MURRAY RD  
LAND UNIT NO.

THIS "EASEMENT" is made and granted as of this \_\_\_\_ day of \_\_\_\_\_, 2022, from the **VILLAGE OF MARIEMONT**, a municipal corporation ("**Grantor**", whether one or more), to **DUKE ENERGY OHIO, INC.**, an Ohio corporation ("**Grantee**", **Duke Energy**).

WHEREAS, Grantor is the owner of, or has an interest in, that property situated in Section 9, Town 4, Fractional Range 2, Miami Purchase, Village of Mariemont, Columbia Township, Hamilton County, Ohio, and being part of Lot 1 of the Stadium of the Town of Mariemont, a plat of said Town being recorded in Plat Book 30, Pages 2 et seq., of the Plat of Records of Hamilton County, said Lot 1 being shown on Pages 40 and 41, as more particularly described in the instrument recorded in Deed Book 3574, Page 332, Hamilton County Recorder's Office, and being more specifically described on the Attached **Exhibit B** and incorporated herein by reference (the "**Property**").

NOW, THEREFORE, Grantor for and in consideration of the sum Ten Dollars (\$10.00) and other valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, and conveys unto Duke Energy Ohio, Inc., its successors and assigns the following easement(s) and right(s) of way under, upon, over, through, and across the Property, as shown on the survey attached hereto as **Exhibit A** and incorporated herein by reference (the "**Survey**").

**Permanent Easement.** A perpetual easement under, upon, over, through, and across that portion of the Property designated "Permanent Easement" of the Survey (the "Permanent Easement Area") for the purposes of erecting, constructing, maintaining, operating, altering, relocating, repairing, upgrading, replacing, removing, inspecting, grading, and protecting one or more utility stations or sites (which shall be underground) and appurtenant facilities used in connection therewith (including, without limitation, pipelines, meter stations, valves, launchers and/or receivers, regulator stations, and electrical and telecommunication equipment) for the transportation and/or control of natural gas. Duke Energy shall have all rights necessary for the full use and enjoyment of the Permanent Easement Area. Grantor represents and agrees that it shall grant and convey such reasonable easements and rights of way to third party utility services providers as Duke Energy may deem necessary or desirable to serve its facilities.

**Temporary Construction Easement ("TCE").** A temporary right to use the area designated "TCE" on the Survey (the "TCE Area") for the purposes of performing construction activities and laying, storing, erecting, parking, and/or protecting any equipment, vehicles, materials, fill, components, parts, and tools associated with the construction of Duke Energy's natural gas pipelines and appurtenant facilities for which this TCE is given, which may or may not be located on the Property. Duke Energy shall have the right, but not the obligation, to install temporary fencing around the TCE Area and to exclude all persons, including Grantor, from any fenced portions of the TCE Area.

Following all facilities for which this TCE is given being placed in service, the TCE shall terminate upon (1) Duke Energy's restoration of the TCE Area pursuant to the restoration requirements described in the Damages section below and (2) when any permits have been issued for construction and/or erosion and sediment control measures are present, the release of Duke Energy from its obligations under all permits and the removal of all temporary erosion and sediment control measures from the Property. The TCE does not grant Duke Energy the right to place any permanent natural gas pipelines or appurtenant facilities in the TCE Area.

For purposes of this EASEMENT, the term "**Easements**" shall refer collectively to all easements described above and as depicted on the Survey and the term "**Easement Areas**" shall refer collectively to all the easement areas described above and as depicted on the Survey.

**Duke Energy's Use.** Duke Energy shall have all rights necessary or convenient for the full use and enjoyment of the rights herein granted, including, without limitation: (1) reasonable access across the Property to and from the Easement Areas, and (2) the right, but not the obligation, to clear and keep the Easement Areas cleared of vegetation, undergrowth, trees (including overhanging limbs and foliage), buildings, structures, installations, and any other obstructions which unreasonably interfere with the rights granted herein (collectively, "**Obstructions**"). Some or all of the natural gas pipelines and appurtenant facilities (collectively, as described and permitted in the Easements granted herein, the "**Facilities**") may be installed now and/or in the future. All Facilities shall be and remain the property of Duke Energy and may be removed by it at any time and from time to time.

**Grantor's Reservation of Rights.** Grantor reserves the right to use the Property and Easement Areas for all purposes that do not unreasonably interfere with the rights granted herein and that are not inconsistent with any applicable federal, state, or local law, rule, or regulation. Grantor may change the use of the Easement Areas or install certain Obstructions within the Easement Areas if Grantor has obtained prior written approval from Duke Energy, which approval shall not be unreasonably withheld, conditioned or delayed. Anything to the contrary herein notwithstanding, Grantor shall not: (1) unreasonably interfere with Duke Energy's access to or maintenance of the Facilities or the Easement Areas; (2) endanger the safety of Grantor, Duke Energy, the general public, private or personal property, or the Facilities; or (3) install or maintain, or permit to be installed or maintained, any Obstructions within the Easement Areas except as approved in writing by Duke Energy.

**Damages.** Duke Energy shall be responsible for actual physical damage to (1) the land within the Property and Easement Areas and (2) improvements and annual crops located on the Property that are not in violation of the terms hereof, to the extent caused by Duke Energy in exercising the rights granted herein, provided that a claim is made by Grantor within one hundred and twenty (120) days after such damages are sustained. Duke Energy shall restore and level the surface of the Easement Areas to a condition which is reasonably close to the condition existing immediately prior to Duke Energy's use of the Easement Area, excepting those permanent alterations which may be permitted in connection with each Easement above, if any, and earthen water bars to prevent erosion. Duke Energy shall not be liable for any damage caused to Obstructions or improvements installed in violation of the terms hereof and may remove them at Grantor's expense without Grantor's prior approval or permission.

**No Waiver or Additional Representations.** The failure by Duke Energy to exercise and/or enforce any of the rights, privileges, and Easements herein described shall not be construed as a waiver or abandonment of any such rights, privileges and Easements, and Duke Energy thereafter may exercise and/or enforce, at any time and from time to time, any or all of them. It is understood and acknowledged by the undersigned that the person securing this grant on behalf of Duke Energy is without authority to make any agreement with regard to the subject matter hereof which is not expressed herein, and that no such agreement will be binding on Duke Energy.

**Ownership of the Property.** Grantor represents, warrants and covenants that it is the lawful owner of the Property and has the right to convey the rights set forth herein and that the Property is free from all encumbrances, except for encumbrances of record. Grantor represents it has obtained any necessary approvals from any applicable tenant interests.

To have and to hold said rights, privileges, and Easements unto Duke Energy, its affiliates, successors, and assigns. Duke Energy, its successors and assigns, shall have the right to assign, license, lease, or otherwise transfer, in whole or in part, this EASEMENT, or any rights granted herein, to any person or entity, including but not limited to, any affiliated parent or subsidiary entity of Duke Energy, for the uses and purposes expressly stated herein. This EASEMENT shall run with the land and inure to the benefit of and be binding upon Grantor, Duke Energy and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, this EASEMENT has been signed under seal by Grantor, as of the date first above written.

**GRANTOR: VILLAGE OF MARIEMONT, a municipal corporation**

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public for \_\_\_\_\_ County, State of Ohio, certify that \_\_\_\_\_ personally came before me this day and acknowledged that \_\_\_\_\_ is \_\_\_\_\_ of \_\_\_\_\_, a municipal corporation, and that \_\_\_\_\_, in such capacity, being authorized to do so, executed the foregoing Easement on behalf of the corporation.

Witness my hand and official seal this the \_\_\_\_ day of \_\_\_\_\_, 2022.

[NOTARY SEAL]

\_\_\_\_\_ Sign

\_\_\_\_\_ Print

My commission expires: \_\_\_\_\_

EXHIBIT B

Parcel II

Situated Section 9, Town, 4 Fractional Range 2, Miami Purchase, Village of Mariemont, Columbia Township, Hamilton County, Ohio, and being part of Lot 1 of the Stadium of the Town of Mariemont, a plat of said Town being recorded in Plat Book 30, Pages 2 et seq., of the Plat Records of Hamilton County, said Lot 1 being shown on Pages 40 and 41, the said part of Lot 1 being more particularly described as follows:

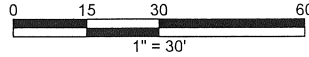
Beginning at the point of intersection of the southerly line of Murray Avenue with the easterly line of Plainville Road, said point of beginning being the northwesterly corner of said Lot 1; thence North 89° 57' East with the said southerly line of Murray Avenue a distance of 135.18 feet; thence South 14° 54' East of distance of 323.36 feet; thence South 75° 06' West a distance of 130.67 feet to a point in the easterly line of Plainville Road; thence North 14° 54' West with the said easterly line of Plainville Road a distance of 358.00 feet to the place of beginning of this conveyance.

The premises conveyed herein are part of those conveyed to The Thomas J. Emery Memorial by Deed recorded in Deed Book 1440, Page 31, of the Records of Hamilton County, Ohio.

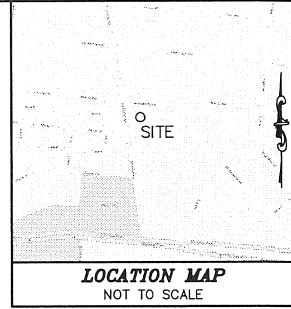
AREA TABLE			
EASEMENT TYPE	LAND UNIT	ACRES	SQ. FT.
PERMANENT	NA	0.058	2,548
TCE	NA	0.058	2,569

# EXHIBIT A

THIS MAP HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS



GRID NORTH OF STATE PLANE ZONE SOUTH - NAD 83

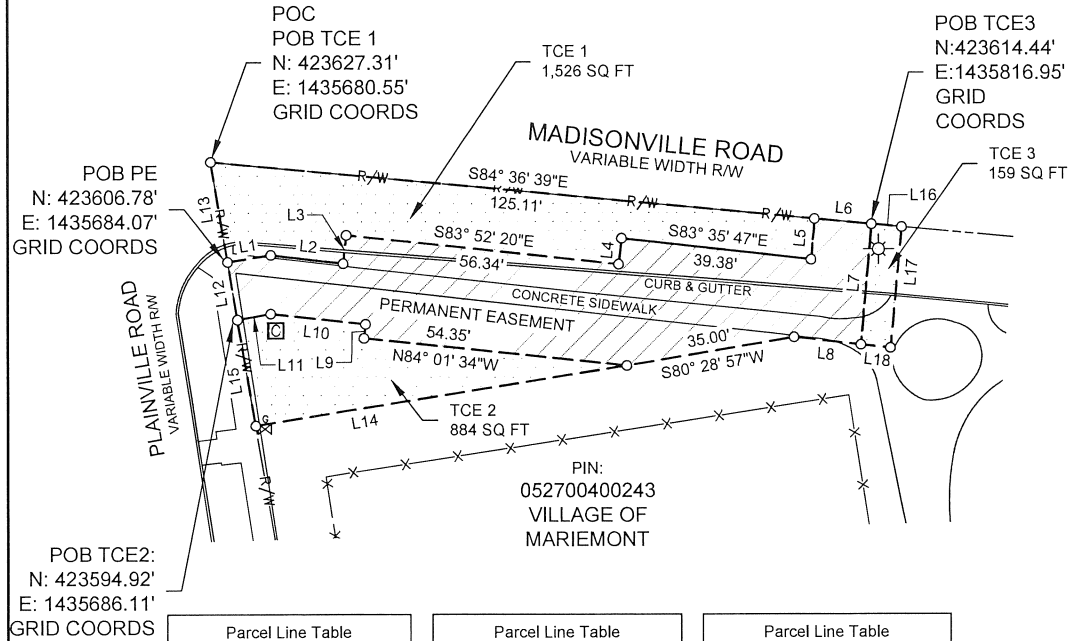


### CERTIFICATION

I, CHRISTOPHER R. MICHAUD, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY PROVIDED BY OTHERS; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM SURVEY BY OTHERS; THAT THE RATIO OF PRECISION IS 1: 34,620; THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN OHIO OAC 4733; THIS SURVEY IS OF A PROPOSED EASEMENT FOR A PUBLIC UTILITY AS DEFINED IN OHIO ORC 4905.03 AND MEETS THE ATTACHMENT RULES OF OHIO ORC 317.114 THE PURPOSE OF THIS EXHIBIT IS FOR RIGHT OF WAY OR EASEMENT ACQUISITION ONLY AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN HEREON

THIS 12th DAY OF JULY 2022

CHRISTOPHER R. MICHAUD, PS. PS-8753



Line #	Direction	Length
L1	N80° 55' 35"E	9.06'
L2	S83° 21' 36"E	15.10'
L3	N6° 00' 32"E	5.85'
L4	N6° 23' 54"E	5.36'
L5	N4° 55' 22"E	8.39'
L6	S84° 36' 39"E	11.90'

Line #	Direction	Length
L7	S5° 09' 28"W	24.85'
L8	N83° 37' 49"W	14.00'
L9	N6° 29' 06"E	2.91'
L10	N83° 45' 53"W	19.68'
L11	S79° 56' 54"W	7.00'
L12	N9° 44' 37"W	12.03'

Line #	Direction	Length
L13	N9° 44' 37"W	20.83'
L14	S80° 51' 27"W	77.43'
L15	N9° 44' 37"W	22.08'
L16	S84° 36' 39"E	6.19'
L17	S5° 23' 21"W	24.96'
L18	N83° 37' 49"W	6.09'

LEGEND	
	COMPUTED POINT (NOT SET)
	GAS VALVE
	LIGHT POST
	COMMUNICATION HAND HOLD
	PIPELINE EASEMENT
	TEMPORARY CONSTRUCTION EASEMENT
	UTILITY STATION SITE EASEMENT
	POINT OF COMMENCEMENT
	POINT OF BEGINNING
	RIGHT OF WAY
	NOW OR FORMERLY DUKE TRACT NUMBER
	PAGE
	DEED BOOK
	SUBJECT PARCEL
	SUBJECT EASEMENT
	STREET RIGHT OF WAY
	ADJACENT PARCEL
	EXISTING EASEMENT
	CONCRETE
	CURB AND GUTTER

- NOTES**
- SUBJECT PROPERTY SURVEYED AND MAPPED FOR: (DUKE ENERGY OHIO)
  - AREA BY COORDINATE COMPUTATION METHOD.
  - ALL DISTANCES ARE HORIZONTAL GRID DISTANCES IN U.S. SURVEY FEET.
  - PROPERTY SUBJECT TO ANY VALID & ENFORCEABLE EASEMENTS, RESTRICTIONS, & RIGHTS OF WAY.
  - SURVEY IS BASED ON PHYSICAL EVIDENCE AND EXISTING MONUMENTATION FOUND DURING THIS SURVEY.
  - SGC ENGINEERING, LLC, CORPORATE OFFICE: 501 COUNTY ROAD, WESTBROOK, ME 04092.

 SGC ENGINEERING 3800 RED BANK ROAD, SUITE C CINCINNATI, OH 45227 PHONE: (800)-581-4031	<b>DUKE ENERGY OHIO, INC.</b> <b>EASEMENT EXHIBIT</b> EASEMENT ACROSS THE LAND OF MARIEMONT VILLAGE BOARD OF EDUCATION 3912 PLAINVILLE RD, COLUMBIA TOWNSHIP HAMILTON COUNTY, OHIO		
	SITE #: NA REVISION: A	DATE: 07/11/2022 DRAWN BY: MAS CHECK BY: MCS	SCALE: 1" = 30' DEED BOOK: 3574 PAGE: 332
	LAND UNIT: NA TRACT #: NA	LSC MAP #: NA	1 OF 1

 <b>DUKE ENERGY</b> 550 S. TRYON STREET CHARLOTTE, N.C. 28202 TELEPHONE NO. (704)382-2361
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VILLAGE OF MARIEMONT

ORDINANCE NO. O – – 22

**AN ORDINANCE AUTHORIZING APPLICATION AND  
CONTRACTING WITH THE OHIO PUBLIC WORKS  
COMMISSION**

**WHEREAS**, Council desires to make applications for State Issue II funding for roadways, storm sewers and capital Improvements within the Village of Mariemont; and

**WHEREAS**, the program for State Issue II Funding Applications requires designated officials for applications and contracting execution; and

**WHEREAS**, the Mayor and Fiscal Officer are hereby authorized to sign and submit such documents.

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

SECTION I. The Council hereby authorizes the Mayor and the Fiscal Officer to enter into a project agreement with the Ohio Public Works Commission for any grants which may be received from Issue II funding.

SECTION II. The Council hereby authorizes Mayor William Brown and Fiscal Officer Richard Ford to make applications on behalf of the Village of Mariemont for OPWC funding and for all applications they shall be noted as the designated officials to submit, amend and review such applications.

Passed: August 22, 2022

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William A. Brown, Mayor

ATTEST:

I, Richard D. Ford, Fiscal Officer for 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 day commencing on the 23<sup>rd</sup> day of August, 2022.

---

Richard D. Ford, Fiscal Officer

**Village of Mariemont, Ohio  
Ordinance No. O- -22**

**APPROVAL AND GRANTING CONSENT TO THE DIRECTOR OF THE OHIO DEPARTMENT OF TRANSPORTATION AUTHORITY TO, APPLY, MAINTAIN AND REPAIR STANDARD LONGITUDINAL PAVEMENT MARKINGS AND ERECT REGULATORY AND WARNING SIGNS ON STATE HIGHWAYS INSIDE VILLAGE CORPORATE LIMITS, AND**

**GIVING CONSENT OF THE VILLAGE FOR THE OHIO DEPARTMENT OF TRANSPORTATION TO REMOVE SNOW AND ICE AND USE SNOW AND ICE CONTROL MATERIAL ON STATE HIGHWAYS INSIDE THE VILLAGE CORPORATE LIMITS, AND**

**GIVING CONSENT OF THE VILLAGE FOR THE OHIO DEPARTMENT OF TRANSPORTATION TO PERFORM MAINTENANCE AND/OR REPAIR ON STATE HIGHWAYS INSIDE THE VILLAGE CORPORATION.**

WHEREAS, the Director of Transportation, under Section 5521.01 of the Revised Code of Ohio, is authorized upon request and approval of the legislative authority of the Village to maintain, repair and apply standard longitudinal pavement marking lines and to erect regulatory and warning signs, as defined in the manual adopted under section 4511.09 of the Revised code on any section of a State Highways within the corporate limits of a village; and

WHEREAS, the Director of Transportation, under Section 5501.41 of the Revised Code of Ohio, may, upon consent of the legislative authority of the Village, remove snow and ice and use snow and ice control material on State Highways within the corporate limits of a Village pursuant to a written agreement to be entered into between the Village and the Department of Transportation of the State of Ohio; and,

WHEREAS, the Director of Transportation, under Section 5511.01 of the Revised Code of Ohio, may, upon the consent of the legislative authority of the Village, perform maintenance and/or repair on the State Highways within the corporate limits of the Village pursuant to a written agreement to be entered into between the Village and the Department of Transportation of the State of Ohio; and

WHEREAS, State Highway No. 50 lies within the Village of Mariemont, Hamilton County; and

WHEREAS, the work proposed to be authorized under this ordinance shall be restricted to the application, maintenance and repair of standard longitudinal pavement markings and the erecting of regulatory and warning signs, and may include if an Agreement is entered into, the removal of snow and ice and the use of snow and ice control material on State Highways within the corporate limits of Village but shall not include the removal of snow and ice and the use of snow and ice control material on driveways, parking areas, and intersecting roads and streets, and, may include if an Agreement is entered into, the maintenance and/or repair of the State Highways within the corporate limits of the Village; and

NOW, THEREFORE, BE IT ORDAINED, by the Council of the Village of Mariemont, State of Ohio as follows:

SECTION I: It is hereby declared to be in the public interest that the consent of said Village be, and such consent is hereby given to the Department of Transportation of the State of Ohio for said Department to apply standard longitudinal pavement markings, and to erect regulatory and warning signs on said State Highways in accordance with the standard practices of the Ohio Department of Transportation.

SECTION II: It is hereby declared to be in the public interest that the consent of said Village be, and such consent is hereby given to the Department of Transportation of the State of Ohio, if an agreement is entered into, for said Department to remove snow and ice and use snow and ice control material on any State Highways listed in the agreement in accordance with the standard practices of the Ohio Department of Transportation.

SECTION III: It is hereby declared to be in the public interest that the consent of said Village be, and such consent is hereby given to the Department of Transportation of the State of Ohio, if an agreement is entered into, for said Department to perform certain maintenance and/or repair on any State Highways listed in the agreement in accordance with the standard practices of the Ohio Department of Transportation.

SECTION IV: That the Village Mayor, William A. Brown, is authorized to enter into any agreement with ODOT for the removal of snow and ice and the use of snow and ice control material on said State Highways within the corporate limits of the Village and any agreement with ODOT for certain maintenance and/or repair of the State Highways within the corporate limits of the Village.

SECTION V: That the Fiscal Officer is hereby directed to furnish the Director of Transportation and the Board of County Commissioners of Hamilton, Ohio, with a certified copy of this Ordinance immediately upon execution.

SECTION VI: That this Ordinance shall take effect and be in force at the earliest time allowed by law.

Passed: September 12, 2022

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

ATTEST:

I, Richard D. Ford, Fiscal Officer for 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 day commencing on the 13<sup>th</sup> day of September, 2022.

\_\_\_\_\_  
Richard D. Ford, Fiscal Officer

CERTIFICATE OF COPY

Village of Mariemont

ss:

County of Hamilton, Ohio

I, Richard D. Ford, as Fiscal Officer of the Village of Mariemont, Ohio, do hereby certify that the foregoing is a true and correct copy of the Ordinance adopted by the Council of said Village on the 12<sup>th</sup> day of September , 2022; that the publication of such Ordinance has been made and certified of record according to law; that no proceedings looking to a referendum upon such Ordinance have been taken; and that such Ordinance and the certificate of publication thereof are of record in Ordinance Record No. O-22.

I have hereunto subscribed my name and affixed my official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_, Fiscal Officer

(SEAL)

Village of Mariemont, Ohio

ACCEPTED AND APPROVED by the Ohio Department of Transportation

\_\_\_\_\_, Director of Transportation

Date:

ODOT AGREEMENT NO. \_\_\_\_\_  
Village Consent Ordinance/Resolution No. \_\_\_\_\_

**AGREEMENT  
BETWEEN THE STATE OF OHIO,  
DEPARTMENT OF TRANSPORTATION  
AND THE VILLAGE OF MARIEMONT, OHIO  
FOR THE REMOVAL AND CONTROL OF SNOW AND ICE**

This Agreement is made by and between the State of Ohio, Department of Transportation, 1980 West Broad Street, Columbus, Ohio 43223, acting by and through its Director, hereinafter referred to as the “ODOT” and the Village of Mariemont, 6907 Wooster Pike, Mariemont, Ohio 45227, hereinafter referred to as the “VILLAGE” and shall be referred to singularly as “party” and collectively as “parties”.

WHEREAS, pursuant to Ohio Revised Code 5501.41, the Director of the Department of Transportation may remove snow and ice from state highways within villages, but before doing so, the Director must obtain the consent of the legislative authority of such village; and

WHEREAS, the legislative authority of the VILLAGE has granted its consent to the Director to remove snow and ice and to use snow and ice control material on the state highways within the its corporate limit; and

WHEREAS, it is in the interest and safety of the traveling public and it serves to manage public resources of ODOT and VILLAGE in an efficient manner that ODOT perform snow and ice removal and control on US 50 within the VILLAGE.

NOW THEREFORE, it is agreed by the parties as follows:

**1. OBLIGATIONS OF ODOT**

- 1.1 ODOT will remove snow and ice and apply snow and ice control material on US 50, both sides of road within the VILLAGE’s corporate limits during the normal course of removing snow and ice and applying snow and ice control material on roads within ODOT’s responsibility. ODOT shall not perform this work more frequently nor alter the schedule of when this work is to be performed and such work shall not include the removal of snow and ice from and the use of snow and ice control material on driveways, parking areas, and intersecting village roads and streets.

**2. OBLIGATIONS OF THE VILLAGE**

- 2.1 The VILLAGE grants ODOT the right to use and occupy the right-of-way in and abutting the section of US 50 herein described for the purposes of performing snow and ice removal and control operations.

- 2.2 The VILLAGE is responsible to fix, at its own expense, any damage to the road surface, such as potholes, caused by ODOT's removal of snow and ice and/or application of any snow and ice control material.

**3. INSPECTIONS**

- 3.1 Periodic inspections may be performed jointly by representatives of the parties to determine the level of service being provided on the state highway system during a snow and ice event.

**4. TERM OF AGREEMENT**

- 4.1 This Agreement shall commence on the date of the last signature below and shall expire on the last date of the current biennium unless terminated sooner pursuant to paragraph 4.2 of this Agreement. Upon agreement of the Parties, this Agreement may be renewed in writing for additional (2) year terms.
- 4.2 This Agreement may be terminated by either party giving sixty (60) days written notice to the other party.

**5. GENERAL PROVISIONS**

- 5.1 This Agreement shall be to the benefit of and be binding upon the respective parties herein, their successors and assigns. Nothing in this Agreement shall inure to the benefit of any third parties. Nothing stated in this Agreement shall act as a waiver of any immunities or defenses available to either party, either by statute or common law.
- 5.2 Either party may, at any time during the term of the agreement, request amendments or modifications which includes assignment. Requests for amendments or modifications shall be in writing and shall specify the requested changes and the justifications for such changes. Should the parties consent to modifications of the contract, then an amendment shall be drawn, approved and executed in the same manner as the original agreement.
- 5.3 This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Ohio. To the extent that the ODOT is a party to any litigation arising out of or relating in any way to this agreement or the performance there under, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 5.4 The State of Ohio and ODOT are self-insured.
- 5.5 ODOT is hereby released from any and all liability for damage or injury received by the VILLAGE, its employees, agents or subcontractors while performing tasks, duties, work or responsibilities as set forth in this Agreement.

- 5.6 If the VILLAGE breaches or defaults any of the terms or conditions of this Agreement, and if that breach is not remedied within thirty (30) days after written notification by ODOT of that breach or default, ODOT may terminate this Agreement.
- 5.7 ODOT and VILLAGE agree to make a good faith effort to resolve any disputes which may arise between them concerning interpretation of, or performance pursuant to, this agreement. In the event a dispute arises regarding this Agreement, notification of the dispute shall be sent to the other party within ninety (90) days of discovery of such dispute. Within the notification, the disputing party shall present such evidence as may support their position. Within a reasonable time, the ODOT District Deputy Director and a designated representative from the VILLAGE shall review the facts and circumstances surrounding the dispute for the purpose of determination. Said dispute shall be resolved within a reasonable period of time. The parties agree that any dispute that cannot be resolved shall be resolved solely and finally by the Director of ODOT.
- 5.8 Ohio Ethics Law: The VILLAGE and ODOT, by signing this document, each certify: (1) it has reviewed and understands the Ohio Ethics law and conflict of interest laws as provided by Chapters 102 and 2921 of the Ohio Revised Code, and (2) will take no action inconsistent with those laws.
- 5.9 In carrying out this Agreement the parties shall comply with all applicable federal, state and local laws in the conduct of all work including, but not limited to non-discrimination, equal employment opportunity and drug free workplace.
- 5.10 In no case shall the VILLAGE or any of its personnel be considered agents, servants or employees of ODOT or the State of Ohio. Each party shall be responsible for the full payment of all taxes including without limitation, unemployment compensation premiums, income tax deductions, payroll deductions.

## 6. NOTICE

- 6.1 Notices under this agreement shall be directed as follows:

VILLAGE of MARIEMONT  
6907 Wooster Pike  
Mariemont, OH 45227

Ohio Department of Transportation  
District 8 Roadway Services Manager  
505 South State Route 741  
Lebanon, OH 45036

## 7. SIGNATURES

- 7.1 Any person executing this agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this agreement on such principal's behalf.



7.2 Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or email. Each party hereto shall be entitled to rely upon a facsimile or electronic signature of any other party delivered in such a manner as if such signature were an original.

The Parties hereunto have caused this agreement to be executed by officials thereunto duly authorized as of the day and year last written below.

VILLAGE OF MARIEMONT

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF OHIO  
Department of Transportation

By: \_\_\_\_\_  
Jack Marchbanks, Director

Date: \_\_\_\_\_